FARGO CITY COMMISSION AGENDA
Monday, June 28, 2021 - 5:00 p.m.

Executive Session at 4:30 p.m.

Roll Call.

PLEASE NOTE: The City of Fargo Board of City Commissioners will meet in Executive Session on Monday, June 28, 2021, at 4:30 p.m., for the purposes of an attorney consultation regarding a reasonably predictable litigation matter involving the enactment of North Dakota House Bill 1248 that is scheduled to go into effect August 1, 2021, which Executive Session is authorized by North Dakota open meeting law, specifically, N.D.C. C. § 44-04-19.1(2) and (9), as such discussion during an open meeting would have an adverse fiscal effect on the litigating position of the City.

Regular Meeting at 5:00 p.m.

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

A. Pledge of Allegiance.

B. Roll Call.

C. Approve Order of Agenda.

D. Minutes (Regular Meeting, June 14, 2021).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. Receive and file an Ordinance Relating to Tobacco Products and Minors.

2. 2nd reading and final adoption of the following Ordinances; 1st reading on 6/14/21:
   a. Petition for Annexation of property described as that part of the Southeast Quarter of Section 15 and the Northeast Quarter of Section 22, Township 140 North, Range 49 West of the 5th Principal Meridian.
   b. Rezoning certain parcels of land lying in the proposed Commerce Center Addition.

3. Findings of Fact and Order and Notice of Entry of Order for property at 1033 5th Street North.

4. Agreement and Bill of Sale for a metal building located at the former Mid-America Steel site.

5. Gaming Site Authorization for Metro Sports Foundation at Country Inn and Suites.

6. Applications for Games of Chance:
   a. St. Anthony of Padua Parish Fall Bazaar for bingo and a raffle on 9/26/21.
   b. North Dakota Autism Center Inc. for a raffle on 9/28/21.

7. Emergency sewer repair by Dirt Dynamics at 23rd Street and 1st Avenue South.

8. Final Balancing Change Order No. 5 in the amount of $2,301.10 for Project No. UR-20-A1.

Change Order No. 1 in the amount of $11,310.00 and time extension for Project No. SL-21-A1.

10. Art Wrap Attachment Agreement for Placement on City-Owned Structures in the Public Right of Way.

11. Receive and file General Fund – Budget to Actual through May 2021 (unaudited).

12. Purchase of Service Agreement with Cass County Human Service Zone Board.

13. Notice of Grant Award – Public Health Emergency Preparedness All Hazards Allocation (CFDA #93.069).

14. Notice of Grant Award – Public Health Emergency Preparedness EPR Statewide Response Team (CFDA #93.069).

15. Notice of Grant Award Amendment from ND Department of Health for Tobacco Prevention and Control Program.

16. Notice of Grant Award – ND Department of Health for Women's Way (CFDA #93.898).

17. Purchase of Service Agreement with ND Department of Health for Public Health Emergency Preparedness/Emergency Response Services (CFDA #93.069).

18. Agreement for Services with Zach Bruns.

19. Notice of Grant Award Amendment from ND Department of Health for Statewide Response Team (CFDA #93.069).

20. Notice of Grant Award Amendment from ND Department of Health for City Readiness Initiative (CFDA #93.069).

21. Notice of Grant Award Amendment from ND Department of Health for All Hazards Allocation (CFDA #93-069).

22. Memorandum of Understanding between Fargo Cass Public Health and ND Department of Health.

23. 45-day unpaid leave of absence for Lauren Schluter.

24. Lease and Vending Agreement with Breezeway Café, LLC at Fargo Public Library main location.

25. 2021 Action Plan for Community Development Block Grant (CDBG) and HOME Programs.

26. Resolution establishing the Arts Partnership as the Local Arts Agency (LAA).

27. License Agreement with the Downtown Community Partnership for parking during the 2021 Downtown Street Fair.

28. Adopt Resolutions approving the following Plats:
    a. Sigma Psi Housing Addition.
    b. Booth Addition.

29. Interlocal Agreement with Cass County to provide $51,327.00 in Edward Byrne Memorial Justice Assistant Grant (JAG) funds (CFDA #16.738).

30. Application for Appropriation from Civil Asset Forfeiture Fund for the Fargo Police Department Criminal Investigation Fund.

31. Amendment (First) to Maintenance Agreement (Public Right of Way) with EOLA Landings, LLC.

32. Services Agreement (Towing and Impound Lot Management) with Brennan's Garage, LLC d/b/a Fargo Moorhead Towing (RFP21050).

33. Change Order for additional work and time extension for the Metro Transit Garage lighting replacement project (AFB20132).

34. Bills.

35. Irrigation repair reimbursement in the amount of $9,090.00 in connection with Improvement District No. BR-20-C1.

36. Payment of $259,866.00 to Cass County Electric Cooperative for the relocation of overhead power lines (Improvement District No. BN-21-A1.)

37. Negative Final Balancing Change Order No. 3 in the amount of -$95,407.98 for Improvement District No. BN-20-K1.

38. Change Order No. 1 in the amount of $30,370.50 for Improvement District No. AN-20-E1.

39. Bid award for Improvement District Nos. NR-20-A1, BN-21-H1, PR-21-F1 and SL-21-C1.

REGULAR AGENDA:

40. **RESIDENT COMMENTS (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).**

41. ***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**
    a. Application to transfer the Class "Z" Alcoholic Beverage License from Big D's Bar & Grille LLC d/b/a Shotgun Sally's Rock N Roll to BB&E Partners-Fargo LLC d/b/a Twin Peaks Restaurant at 1515 42nd Street South.

    b. Application to transfer the Class "Z" Alcoholic Beverage License from Downtown Holdings LLC d/b/a as Fort Knox to Vault Partners LLC d/b/a Fort Knox at 52 Broadway.

    c. Application to transfer the Class "RZ-V" Alcoholic Beverage License for 670 Events Center LLC d/b/a Sanctuary Events Center at 670 4th Avenue North (more than a 5% ownership change).

    d. Application to transfer the Class "F" Alcoholic Beverage License for DTSG Inc. d/b/a Famous Dave's at 2581 45th Street South (more than a 5% ownership change).

e. Application for a Class "FA-Entertainment" Alcoholic Beverage License for Fargo Ts LLC d/b/a Suite Shots to be located at 3400 James Way; continued from the 5/3/21 Regular Meeting.

f. Application for a Class "FA-Entertainment" Alcoholic Beverage License for TC Entertainment LLC d/b/a KingPinz to be located at 3485 Jacks Way; continued from the 6/1/21 Regular Meeting.

g. Application for a Class "GH" Alcoholic Beverage License for Jays Smokin' BBQ, LLC d/b/a Jays Smokin' BBQ to be located at 1322 Main Avenue; continued from the 6/1/21 Regular Meeting.

h. Application for a Class "GH" Alcoholic Beverage License for K&K Management LLC d/b/a Fryn' Pan Family Restaurant to be located at 310 Main Avenue.

i. Application for a Class "GH" Alcoholic Beverage License for Soiree's Sweets d/b/a Soiree Victorian Tea Room to be located at 3 8th Street South.

j. Craigs Oak Grove Second Addition (515 Oak Street North); approval recommended by the Planning Commission on 6/3/21:
   1. Zoning Change from MR-2, Multi-Dwelling Residential to DMU, Downtown Mixed-Use with a C-O, Conditional Overlay.
   2. 1st reading of rezoning Ordinance.

42. Text Amendment to amend Section 20-0402(t)(3) and repeal Section 20-0403(C)(5)(e) of the Fargo Municipal Code (Land Development Code) relating to the prohibition of firearm and ammunition sales as a non-farm commercial use or as a home occupation; action delayed at the 6/14/21 Regular Meeting.
   1. Receive report from City Attorney regarding possible challenge of House Bill 1248 (and N.D.C.C. Section 62.1-01-03).
   2. 1st reading of Ordinance.

43. Receive and file an Ordinance Relating to Boulevard Gardens.

44. 1st reading of an Ordinance Relating to Classification of Ordinance Violations (Minor in Possession/Consumption of Alcohol).

45. 2nd reading and final adoption of the following Ordinances Relating to Public Safety, Morals and Welfare:
   a. Criminal Mischief-Hate Crime.
   b. Harassment-Hate Crime.
   c. Simple Assault-Hate Crime.

46. City of Fargo Wildlife Management Program Update.

47. Allocate $100,000.00 of 2021 Social Service Fund to FM Area Foundation.

48. Construction Update.

49. Recommendations for reappointments to the following Boards and Commissions:
   a. Native American Commission.
   b. Board of Adjustment.
   c. Board of Appeals.

d. Arts and Culture Commission.
e. Human Relations Commission.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 701.241.1310 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.

THE CITY OF Fargo FAR MORE

Fargo Cass Public Health
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1

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: LARRY ANENSON
DIRECTOR OF HEALTH PROTECTION AND PROMOTION

DATE: JUNE 24, 2021

RE: ORDINANCE AMENDMENT – TOBACCO REVISIONS (10-0103, 10-0105, 10-1002, 35-0103 AND 1-0305)

This past legislative session the North Dakota legislature passed Senate Bill 2156, which changed the legal age to possess and or use tobacco, tobacco products, electronic smoking devices and alternative nicotine products from 18 to 21. Thus, it is an infraction for any person to sell or furnish to anyone under 21 years of age any of the identified prohibited products. Similarly, it is a noncriminal offense for anyone under 21 to use or possess the prohibited substances. A copy of the Senate Bill 2156 is attached for reference.

Over the past several years there has been a great deal of advocacy for increasing the age at which a person may possess tobacco and nicotine products, recognizing the increasing public health crisis caused by the use of these products. Fargo Cass Public Health, in conjunction with the Board of Health of the city of Fargo, supports increasing the age to 21 for all purposes, and recommends that the city of Fargo increase the age to 21 as well. This change impacts Fargo Municipal Code §§ 10-0103, 10-0105, 10-1002, and 35-0103. Fargo Cass Public Health has been working with the City Attorney's Office to revise the relevant ordinances, presented here for your consideration.

In addition, existing Fargo Municipal Code. §10-0103 provides that minors who are found guilty of using tobacco are required to take a tobacco education program. The proposed amendment clarifies that the class may be an education or cessation class, as approved by the Municipal Court. Finally, minor clerical errors and clarification of the time at which commencement of the probationary period following a violation of this ordinance are addressed in the ordinance presented here for your consideration.

THE CITY OF Fargo FAR MORE

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Public Health
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Fargo Cass Public Health

Suggested Motion: I move to receive and file the following Ordinance Amending section 10-0103 of Article 10-01 of Chapter 10 of the Fargo Municipal Code relating to the Sale of tobacco to individuals under twenty-one (21) years of age and use and possession by individuals under 21 years of age prohibited, section 10-0105 of Article 10-01 of Chapter 10 of the Fargo Municipal Code relating to Sale of flavored e-liquids to individuals under 21 years of age prohibited, section 10-1002 of Article 10-10 of Chapter 10 of the Fargo Municipal Code relating to Sale of tobacco products through vending machines limited, section 35-0103 of Article 35-01 of Chapter 35 of the Fargo Municipal Code relating to the Suspension of authority to sell tobacco products and imposition of administrative penalties, and section 1-0305 of Article 1-03 of Chapter 1 of the Fargo Municipal Code relating to classification of ordinance violations, and to place the ordinances on for first reading at the next regularly-scheduled board of city commission meeting.

LA/lls
Enclosure

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 10-0103 AND 10-0105 OF ARTICLE 10-01 OF CHAPTER 10 OF THE FARGO MUNICIPAL CODE RELATING TO THE SALE OF TOBACCO PRODUCTS TO MINORS AND USE AND POSSESSION BY MINORS PROHIBITED, SECTION 10-1002 OF ARTICLE 10-10 OF CHAPTER 10 OF THE FARGO MUNICIPAL CODE RELATING TO SALE OF TOBACCO PRODUCTS THROUGH VENDING MACHINES, SECTION 35-0103 OF ARTICLE 35-01 OF CHAPTER 35 OF THE FARGO MUNICIPAL CODE RELATING TO SUSPENSION OF AUTHORITY TO SELL TOBACCO PRODUCTS AND IMPOSITION OF ADMINISTRATIVE PENALTIES, AND SECTION 1-0305 OF ARTICLE 1-03 OF CHAPTER 1 OF THE FARGO MUNICIPAL CODE RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS.

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

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

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

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

NOW, THEREFORE,

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 1. Amendment.

10-0103. - Sale of tobacco to ~~minors~~ individuals under twenty-one (21) years of age and use and possession by ~~minors~~ individuals under 21 years of age prohibited.

A. For purposes of this section the definitions in 10-1001 shall apply.

B. No person shall sell or furnish to an ~~minor~~ individual under 21 years of age, or procure for an ~~minor~~ individual under 21 years of age, cigarettes, including clove cigarettes, cigarette papers, cigars, e-cigarettes, snuff, or tobacco products in any other form in which it may be utilized for smoking, vaping, or chewing. As used in this section, "sell" includes dispensing from a vending machine under the control of the vendor. ~~It shall be a defense to this subsection if the person furnishing tobacco to a minor did so as part of a cultural or religious practice; provided, however, that in no event shall any sale or other exchange for value be lawful.~~ A person in violation of this subsection shall be guilty of an infraction.

C. No person under the age of ~~18~~ 21 shall sell, possess, purchase, attempt to purchase, smoke, or use cigarettes, including clove cigarettes, cigars, cigarette papers, e-cigarettes, snuff, or tobacco products in any other form in which it may be utilized for smoking, vaping, or chewing.

1. Subsections (B) and (C) shall not apply to persons under the age of ~~18~~ 21 who purchase or attempt to purchase said tobacco products listed in this subsection while under the direct supervision of the police department, the city health department, or the city attorney's office, for training, education, research, or enforcement purposes.

2. ~~Subsection (B) shall further not apply to an employee less than 18 years of age employed by a licensed tobacco dealer or distributor where said employee under the age of 18 years handles tobacco products listed in this subsection as part of that the employee's employment.~~ Subsections (B) and (C) do not apply to an individual under 21 years of age who possesses cigarettes, cigarette papers, cigars, snuff, tobacco in any other form in which it may be used for smoking or chewing, electronic smoking devices, or alternative nicotine products when required in the performance of the individual's duties as an

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

employee, however, in no event shall any sale or other exchange for value with a person under 21 years of age be lawful.

3. It shall be a defense to subsections (B) and (C)~~, above,~~ if the ~~minor's~~ individual under 21 years of age ~~possession or use~~ possesses or uses ~~of~~ tobacco ~~relates~~ related to a cultural or religious practice; including, without limitation, the use or possession of tobacco during any religious or cultural ceremony~~.~~ , however, in no event shall any sale or other exchange for value with a person under 21 years of age be lawful.

4. Non-criminal violation. ~~Minors fourteen (14) years of age or older~~ A person found to have violated subsection ~~(B) or~~ (C)~~, above,~~ and is at least 14 years of age ~~must pay a fee of $25 and~~ must attend and complete within sixty (60) days of the date of offense a tobacco education program or cessation class approved by the Fargo Municipal Court.

5. Payment procedure. Any individual who has been cited for a violation of subsection ~~(B)~~(C) must post bond in the amount stated on the citation within fourteen (14) days of the date of the citation and must also, within said fourteen (14) day period, notify the Fargo Municipal Court whether he or she requests a hearing before one of the judges of the Fargo Municipal Court. At such hearing, the individual who has been cited for a violation of subsection ~~(B)~~(C) may make a statement in explanation of that individual's action and the judge may waive, reduce, or suspend the fee or bond, or both. If the individual cited elects to forfeit the bond or fails to appear before the Fargo Municipal Court at a time scheduled for a hearing, that individual has admitted the violation and has waived the right to a hearing on the issue of commission of the violation. The bond required to secure appearance before the court is the same as the fee schedule set forth in subparagraph 4, above. This section does not allow a citing officer to receive the fee or bond.

(a) If an individual cited for a violation of subsection ~~(B)~~(C) requests a hearing on the issue of the commission of the violation cited, the clerk of court will schedule a hearing date no later than 90 days after the citation was issued. If said individual has not already done so, at the time of a request for a hearing on the issue on commission of the violation, the individual cited shall deposit with the court an

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

appearance bond equal to the fee for the violation cited.

(b) The failure to post bond or to pay an assessed fee, or attend a tobacco education or tobacco cessation class when required to do so is punishable as contempt of court. Such person adjudged guilty of contempt for failure to pay a fee or fine or to attend a tobacco education class or tobacco cessation class when required to do so may be sentenced by the court to a sanction or order designed to ensure compliance with the payment of the fee or fine or attendance at a tobacco education class or tobacco cessation class, to an alternative sentence or a sanction including community service. An ~~minor~~ individual under 21 years of age may not be imprisoned for the contempt.

6. Burden of proof. The prosecution must prove the commission of a cited violation under subsection ~~(B)~~(C), above, by a preponderance of the evidence.

7. Notice to parent or legal guardian. A law enforcement officer that cites a minor for violation of this section shall mail a notice of the violation to the parent or legal guardian of the minor within ten (10) days of the citation.

8. Penalty for contempt. A person adjudged guilty of contempt for failure to pay a fee or fine or to attend a tobacco education class or tobacco cessation class when required to do so may be sentenced by the court to a sanction or order designed to ensure compliance with the payment of the fee or fine or attendance at a tobacco cessation class to an alternative sentence or sanction including community service and may require the person to pay an additional fee or fine of up to $500.

Section 2. Amendment.

10-0105. - Sale of flavored e-liquids to ~~minors~~ individuals under 21 years of age prohibited.

1. No person shall sell, offer for sale, or distribute in this city any flavored e-liquid or electronic smoking device containing flavored e-liquid to an ~~minor~~ individual under 21 years of age.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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Section 3. Amendment.

10-1002. - Sale of tobacco products through vending machines limited.

No person shall sell or dispense any tobacco product through the use of a vending machine, except as follows:

A. A vending machine may be used to dispense tobacco products on the premises of an establishment licensed to sell alcoholic beverages, either on-sale or off-sale; provided, that if an on-sale establishment is also a restaurant where minors are permitted as provided in § 25-1509(C) of the Fargo Municipal Code, a vending machine located in that portion of the premises where ~~minors~~ individuals under 21 years of age are allowed must be operable only by activation of an electronic switch operated by an employee of the establishment before each sale, or by insertion of tokens provided by an employee of the establishment before each sale.

B. A vending machine which was in place prior to August 1, 1992, may be used to dispense tobacco products in an area within a factory, business, office or other place not open to the general public or to which persons under ~~18~~ 21 years of age are not generally permitted access.

In the event of violation of this ordinance, the owner of the vending machine and the owner of the premises where the vending machine is located will both be deemed to have committed an infraction, as defined in § 1-0301 of Fargo Municipal Code.

Section 4. Amendment.

35-0103. - Suspension of authority to sell tobacco products and imposition of administrative penalties.

The authority granted under this chapter shall be suspended and administrative penalties imposed for violation of §§ 10-0103 or 10-0105 of the Fargo Municipal Code or North Dakota Century Code §§ 12.1-31-03 or 12.1-31-03.3 prohibiting the sale of tobacco, e-liquids and

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

other tobacco products to ~~minors~~ individuals under 21 years of age, or for a violation of the provisions of this chapter, as follows:

A. First offense — A $500 administrative penalty shall be assessed to the business~~.~~ and the probationary period as defined in section 35-0101(5) shall commence.

B. Second offense — Three-day suspension: In the event of a second offense within the probationary period, the court shall suspend the person's authority to sell tobacco, e-liquids, and tobacco products for a period of three days. A $500 administrative penalty shall be assessed to the business if the offense involves the sale to an ~~minor.~~ individual under 21 years of age.

C. Third offense — Ten-day suspension: In the event of a third offense within the probationary period the court shall suspend the person's authority to sell tobacco, e-liquids, and tobacco products for a period of 10 days. A $500 administrative penalty shall be assessed to the business if the offense involves the sale to an ~~minor.~~ individual under 21 years of age.

D. Subsequent offenses — Thirty-day suspension: In the event of an offense occurring after a third offense within the probationary period the court shall suspend the person's authority to sell tobacco, e-liquids, and tobacco products for a period of 30 days. A $500 administrative penalty shall be assessed to the business if the offense involves the sale to an ~~minor.~~ individual under 21 years of age.

E. Offenses during periods of suspension. In the event an offense is committed by a person while that person's authority to sell tobacco, e-liquids, or other tobacco products is under suspension, the authority to sell granted in this article shall be suspended for one year from the sale that occurred during the period of suspension.

F. One offense per 24 hours. For purposes of establishing the number of offenses committed by a person who has been granted the authority to sell tobacco, e-liquids, or tobacco products a person is deemed to have committed only one offense during any 24-hour period.

Section 5. Amendment.

1-0305. - Classification of ordinance violations.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

* * * *

(C)(3). For a violation of the following ordinance, a fee of $25.00.

Section 10-0103(~~B~~C) (tobacco possession by ~~minors~~ an individual under 21 years of age prohibited).

* * * *

Section 6. Penalty.

Every person, firm or corporation violating 10-0103(B) and 10-1002 shall be guilty of an infraction and shall be punished by a fine not to exceed $1,000; the court to have power to suspend said sentence and to revoke the suspension thereof.

Every person, firm or corporation violating 10-0103(C) shall be guilty of a noncriminal offense and punished by a fee of $25.

Every person, firm or corporation violating 10-0105 shall be guilty of an infraction and shall be punished by a $500 fine; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 7. Effective Date.

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

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

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Publication and Final Passage:

Sixty-seventh Legislative Assembly of North Dakota
In Regular Session Commencing Tuesday, January 5, 2021

SENATE BILL NO. 2156
(Senators Dwyer, Bell)
(Representatives Hanson, Headland, Heinert, K. Koppelman)

AN ACT to amend and reenact sections 12.1-31-03, 12.1-31-03.1, 12.1-31-03.3, and 51-32-01 of the North Dakota Century Code, relating to the prohibition of an individual under twenty-one years of age from purchasing, possessing, or using tobacco products or electronic smoking devices; to provide a penalty; and to declare an emergency.

BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF NORTH DAKOTA:

SECTION 1. AMENDMENT. Section 12.1-31-03 of the North Dakota Century Code is amended and reenacted as follows:

12.1-31-03. Sale of tobacco, electronic smoking devices, or alternative nicotine products to ~~minors~~an individual under twenty-one years of age and use by ~~minors~~an individual under twenty-one years of age prohibited.

1. a. It is an infraction for any person to sell or furnish to ~~a minor~~an individual under twenty-one years of age, or procure for ~~a minor~~an individual under twenty-one years of age, cigarettes, cigarette papers, cigars, snuff, tobacco in any other form in which it may be utilized for smoking or chewing, electronic smoking devices, or alternative nicotine products. As used in this subdivision, "sell" includes dispensing from a vending machine under the control of the actor.

   b. It is an infraction for any person to display or offer for sale cigarettes, cigarette papers, cigars, snuff, tobacco in any other form in which it may be utilized for smoking or chewing, electronic smoking devices, or alternative nicotine products through a self-service display. This subdivision does not apply to a:

      (1) Vending machine or other coin-operated machine that is permitted under section 12.1-31-03.1; or

      (2) Self-service display that is located in a tobacco specialty store.

2. It is a noncriminal offense for ~~a minor~~an individual under twenty-one years of age to purchase, possess, smoke, or use cigarettes, cigars, cigarette papers, snuff, tobacco in any other form in which it may be utilized for smoking or chewing, electronic smoking devices, or alternative nicotine products. However, an individual under ~~eighteen~~twenty-one years of age may purchase and possess tobacco, electronic smoking devices, or alternative nicotine products as part of a compliance survey program when acting with the permission of the individual's parent or guardian and while acting under the supervision of any law enforcement authority. A state agency, city, county, board of health, tobacco, electronic smoking devices, or alternative nicotine products retailer, or association of tobacco, electronic smoking devices, or alternative nicotine products retailers may also conduct compliance surveys, after coordination with the appropriate local law enforcement authority.

3. Subsections 1 and 2 do not apply to an individual under twenty-one years of age who possesses cigarettes, cigarette papers, cigars, snuff, tobacco in any other form in which it may be used for smoking or chewing, electronic smoking devices, or alternative nicotine products when required in the performance of the individual's duties as an employee.

4. It is a noncriminal offense for ~~a minor~~an individual under twenty-one years of age to present or offer to another individual a purported proof of age which is false, fraudulent, or not actually

~~the minor's~~that individual's own proof of age, for the purpose of attempting to purchase or possess cigarettes, cigars, cigarette papers, snuff, tobacco in any other form in which it may be utilized for smoking or chewing, electronic smoking devices, or alternative nicotine products.

~~4.~~5. A city or county may adopt an ordinance or resolution regarding the sale of tobacco, electronic smoking devices, or alternative nicotine products to ~~minors~~individuals under twenty-one years of age and use of tobacco, electronic smoking devices, or alternative nicotine products by ~~minors~~individuals under twenty-one years of age which includes prohibitions in addition to those in subsection 1, 2, or ~~3~~4. Any ordinance or resolution adopted must include provisions deeming a violation of subsection 2 or ~~3~~4 a noncriminal violation and must provide for a fee of not less than twenty-five dollars for ~~a minor~~an individual fourteen years of age or older who has been charged with an offense under subsection 2 or ~~3~~4. The failure to post a required bond or pay an assessed fee by an individual found to have violated the ordinance or resolution is punishable as a contempt of court, except ~~a minor~~an individual under twenty-one years of age may not be imprisoned for the contempt.

~~5.~~6. ~~A minor~~An individual fourteen years of age or older found to have violated subsection 2 or ~~3~~4 must pay a fee of twenty-five dollars.

a. Any individual who has been cited for a violation of subsection 2 or ~~3~~4 may appear before a court of competent jurisdiction and pay the fee by the time scheduled for a hearing, or if bond has been posted, may forfeit the bond by not appearing at the scheduled time. An individual appearing at the time scheduled in the citation may make a statement in explanation of that individual's action and the judge may waive, reduce, or suspend the fee or bond, or both. If the individual cited follows the procedures of this subdivision, that individual has admitted the violation and has waived the right to a hearing on the issue of commission of the violation. The bond required to secure appearance before the court must be identical to the fee. This subdivision does not allow a citing officer to receive the fee or bond.

b. If an individual cited for a violation of subsection 2 or ~~3~~4 does not choose to follow the procedures provided under subdivision a, that individual may request a hearing on the issue of the commission of the violation cited. The hearing must be held at the time scheduled in the citation or at some future time, not to exceed ninety days later, set at that first appearance. At the time of a request for a hearing on the issue on commission of the violation, the individual cited shall deposit with the court an appearance bond equal to the fee for the violation cited.

c. The failure to post bond or to pay an assessed fee is punishable as a contempt of court, except ~~a minor~~an individual may not be imprisoned for the contempt.

~~6.~~7. The prosecution must prove the commission of a cited violation under subsection 2 or ~~3~~4 by a preponderance of the evidence.

~~7.~~8. A law enforcement officer that cites a minor for violation of this section shall mail a notice of the violation to the parent or legal guardian of the minor within ten days of the citation.

~~8.~~9. A person adjudged guilty of contempt for failure to pay a fee or fine may be sentenced by the court to a sanction or order designed to ensure compliance with the payment of the fee or fine or to an alternative sentence or sanction including community service.

~~9.~~10. As used in this section:

a. "Alternative nicotine product" means any noncombustible product containing nicotine that is intended for human consumption, whether chewed, absorbed, dissolved, or ingested by any other means. The term does not include any cigarette, cigar, snuff, tobacco in any other form in which it may be utilized for smoking or chewing, any electronic smoking

device, or any product regulated as a drug or device by the United States food and drug administration under chapter V of the Federal Food, Drug, and Cosmetic Act [21 U.S.C 501 et seq.].

b. "Electronic smoking device" means any electronic product that delivers nicotine or other substances to the individual inhaling from the device, including, an electronic cigarette, e-cigar, e-pipe, vape pen, or e-hookah. Electronic smoking device includes any component, part, or accessory of such a product, whether or not sold separately. Electronic smoking device does not include drugs, devices, or combination products approved for sale by the United States food and drug administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act [52 Stat. 1040; 21 U.S.C. 301 et seq.].

c. "Self-service display" means a display that contains cigarettes, cigarette papers, cigars, snuff, tobacco in any other form which it may be utilized for smoking or chewing, electronic smoking devices, or alternative nicotine products and is located in an area that is openly accessible to the retailer's customers, and from which customers can readily access those products without the assistance of a salesperson. A display case that holds those products behind locked doors does not constitute a self-service display.

d. "Tobacco specialty store" means a retail store that:

(1) Derives at least seventy-five percent of its revenue from the sale of cigarettes, cigarette papers, cigars, snuff, tobacco in any other form in which it may be utilized for smoking or chewing, electronic smoking devices, or alternative nicotine products; and

(2) Does not permit minors to enter the premises unless accompanied by a parent or legal guardian.

e. "Vending machine" means a machine, appliance, or other mechanical device operated by currency, token, debit card, credit card, or other means of payment that is designed or used for vending purposes, including machines or devices that use remote control locking mechanisms.

SECTION 2. AMENDMENT. Section 12.1-31-03.1 of the North Dakota Century Code is amended and reenacted as follows:

12.1-31-03.1. Vending machines prohibited - Penalty.

1. It is an infraction for any person to sell or furnish cigarettes, cigarette papers, cigars, snuff, tobacco in any other form in which it may be utilized for smoking or chewing, electronic smoking devices, or alternative nicotine products through a vending machine, except as provided in subsection 2.

2. Subsection 1 does not apply to:

a. A vending machine that is located in an area in which ~~minors~~individuals under twenty-one years of age are not permitted access; or

b. A vending machine that dispenses cigarettes, cigarette papers, cigars, snuff, tobacco in any other form in which it may be utilized for smoking or chewing, electronic smoking devices, or alternative nicotine products through the operation of a device that requires a salesperson to control the dispensation of such product.

3. It is an infraction for any person to sell or furnish cigarettes, cigarette papers, cigars, snuff, tobacco in any other form in which it may be utilized for smoking or chewing, electronic smoking devices, or alternative nicotine products through any vending machine, if those

products are placed together with any nontobacco product, other than matches, in the vending machine.

4. As used in this section, "electronic smoking devices" and "alternative nicotine products" have the same meaning as in section 12.1-31-03.

SECTION 3. AMENDMENT. Section 12.1-31-03.3 of the North Dakota Century Code is amended and reenacted as follows:

12.1-31-03.3. Sale of flavored e-liquid to minors prohibited - Penalty.

1. A person may not sell, offer for sale, or distribute in this state any flavored e-liquid or electronic smoking device containing flavored e-liquid to ~~a minor~~an individual under twenty-one years of age.

2. A person that violates subsection 1 and is not a manufacturer is subject to a fine of five hundred dollars for each individual package of flavored e-liquid product or electronic smoking device containing flavored e-liquid sold or offered for sale.

SECTION 4. AMENDMENT. Section 51-32-01 of the North Dakota Century Code is amended and reenacted as follows:

51-32-01. Prohibited acts regarding sale of tobacco products, electronic smoking devices, or alternative nicotine products to ~~minors~~an individual under twenty-one years of age.

1. It is unlawful for any person in the business of selling tobacco products to take an order for a tobacco product, other than from a person who is in the business of selling tobacco products, through the mail or through any telecommunications means, including by telephone, facsimile, or the internet, if in providing for the sale or delivery of the product pursuant to the order, the person mails the product or ships the product by carrier, and the person fails to comply with each of the following procedures:

   a. Before mailing or shipping the product, the person receives from the individual who places the order the following:

      (1) A copy of a valid government-issued document that provides the name, address, and date of birth of the individual; and

      (2) A signed statement from the individual providing a certification that the individual:

         (a) Is a smoker of legal minimum purchase age in the state;

         (b) Has selected an option on the statement as to whether the individual wants to receive mailings from a tobacco company; and

         (c) Understands that providing false information may constitute a violation of law.

   b. Before mailing or shipping the product, the person:

      (1) Verifies the date of birth or age of the individual against a commercially available database; or

      (2) Obtains a photocopy or other image of the valid, government-issued identification stating the date of birth or age of the individual placing the order.

   c. Before mailing or shipping the product, the person provides to the prospective purchaser, by electronic mail or other means, a notice that meets the requirements of section 51-32-04.

d. In the case of an order for a product pursuant to an advertisement on the internet, the person receives payment by credit card, debit card, or check for the order before mailing or shipping the product.

e. (1) The person employs a method of mailing or shipping the product requiring that the individual purchasing the product:

(a) Be the addressee;

(b) Have an individual of legal minimum purchase age sign for delivery of the package; and

(c) If the individual appears to the carrier making the delivery to be under twenty-seven years of age, take delivery of the package only after producing valid government-issued identification that bears a photograph of the individual, indicates that the individual is not under the legal age to purchase cigarettes, and indicates that the individual is not younger than the age indicated on the government-issued document.

(2) The bill of lading clearly states the requirements in subdivision e and specifies that state law requires compliance with the requirements.

f. The person notifies the carrier for the mailing or shipping, in writing, of the age of the addressee as indicated by the government-issued document.

2. It is unlawful for any person in the business of selling electronic smoking devices or alternative nicotine products to take an order for an electronic smoking device or alternative nicotine product, other than from a person who is in the business of selling electronic smoking devices or alternative nicotine products through the mail or through any telecommunications means, including by telephone, facsimile, or the internet, if in providing for the sale or delivery of the product pursuant to the order, the person mails the product or ships the product by carrier, and the person fails to comply with each of the following procedures:

a. Before the sale of the electronic smoking device or alternative nicotine product verifies the purchaser is at least ~~eighteen~~twenty-one years of age through a commercially available database that is regularly used by business or governmental entities for the purpose of age and identity verification; and

b. Uses a method of mailing, shipping, or delivery which requires an individual of legal minimum purchase age to sign for delivery before the electronic smoking device or alternative nicotine product is released to the purchaser.

3. As used in subsection 2, "electronic smoking devices" and "alternative nicotine products" have the same meaning as in section 12.1-31-03.

SECTION 5. EMERGENCY. This Act is declared to be an emergency measure.

President of the Senate	Speaker of the House
Secretary of the Senate	Chief Clerk of the House

This certifies that the within bill originated in the Senate of the Sixty-seventh Legislative Assembly of North Dakota and is known on the records of that body as Senate Bill No. 2156 and that two-thirds of the members-elect of the Senate voted in favor of said law.

Vote: Yeas 40 Nays 7 Absent 0

President of the Senate	Secretary of the Senate

This certifies that two-thirds of the members-elect of the House of Representatives voted in favor of said law.

Vote: Yeas 64 Nays 30 Absent 0

Speaker of the House	Chief Clerk of the House

Received by the Governor at _____M. on _____, 2021.

Approved at _____M. on _____, 2021.

Governor

Filed in this office this _____day of _____, 2021,

at _____ o'clock _____M.

Secretary of State

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

2a

AN ORDINANCE ANNEXING A CERTAIN PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 15 AND THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 140 NORTH, RANGE 49 WEST, IN CASS COUNTY, NORTH DAKOTA

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

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

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

NOW, THEREFORE,

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

Section 1. The following described property located in the Southeast Quarter of Section 15 and the Northeast Quarter of Section 22, Township 140 North, Range 49 West, of the Fifth Principal Meridian, Cass County North Dakota, is hereby annexed to the City of Fargo, Cass County, North Dakota:

Beginning at the southeast corner of said Section 15; thence South 02 degrees 38 minutes 37 seconds East, assumed bearing, along the east line of said Northeast Quarter of Section 22, also being the west line of the Fargo City Limits per Document No. 1359928, a distance of 75.00 feet, more or less, to the south Right of Way of County Highway 20, also being the north line of the Fargo City Limits as depicted on City of Fargo Annexation Plat Document No. 916190 and 1359928; thence South 87 degrees 58 minutes 41 seconds West, along said south Right of Way and north line of said Fargo City Limits, a distance of 1050.24 feet, more or less, to the intersection with the westerly right of way of County Road 81; thence northwesterly, and along said westerly Right of Way of County Road 81, a distance of 1174.68 feet along a non-tangential curve concave to the southwest with a radius of 1332.69 feet, a central angle of 50 degrees 30 minutes 09 seconds, and a chord which bears North 34 degrees 50 minutes 59 seconds West; thence North 60 degrees 06 minutes 04 seconds West, tangent to last described curve and along said Right of Way, a distance of 499.80 feet; thence northwesterly, along a tangential curve concave to the northeast and along said Right of Way, a distance of 166.66 feet to the intersection with the southwesterly extension of the northerly right of way line of 44th Ave North as dedicated in the plat of NORTH FARGO INDUSTRIAL ADDITION, said curve has a radius of 1532.69 feet, a central angle of 06

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

degrees 13 minutes 49 seconds; thence North 35 degrees 43 minutes 11 seconds East, not tangent to last described curve and along said southwesterly extension of said north line of 44th Ave North, a distance of 200.00 feet to the northeasterly Right of Way of County Road 81 and the southwesterly line of the Fargo City Limits per Document No. 1604271; thence southeasterly, and along said northeasterly Right of Way and southwesterly line of the Fargo City Limits, a distance of 80.03 feet along a non-tangential curve concave to the northeast with a radius of 1332.69 feet, a central angle of 3 degrees 26 minutes 27 seconds, and a chord which bears South 55 degrees 31 minutes 46 seconds East, thence North 35 degrees 43 minutes 11 seconds East, not tangent to last described curve and along the south line of the Fargo City Limits per Document No. 1604271, a distance of 52.10 feet; thence northeasterly along a tangential curve concave to the southeast and continuing along the said south line of the Fargo City Limits per Document No. 1604271, a distance of 310.11 feet said curve has a radius of 340.00 feet, and a central angle of 52 degrees 15 minutes 30 seconds; thence North 87 degrees 58 minutes 41 seconds East, tangent to last described curve and along the south line of said Fargo City Limits per Document No. 1604271, a distance of 1565.10 feet, to the west line of the Fargo City Limits per Document No. 1359928; thence South 02 degrees 55 minutes 01 seconds East, along said west line, a distance of 1524.19 feet; thence North 87 degrees 58 minutes 41 seconds East along the south line of the Southeast Quarter of said Section 15, also being the south line of the Fargo City Limits per Document No. 1359928, a distance of 150.02 feet to the point of beginning.

Contains 2,237,104 square feet or 51.36 acres, more or less.

Section 2. Effective Date.

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

CITY OF FARGO

By_____
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

2b

ORDINANCE NO. _____

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

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on May 4, 2021; and,

WHEREAS, the rezoning changes were approved by the City Commission on June 14, 2021,

NOW, THEREFORE,

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

Section 1. The following described property:

All of Dakota Commerce Center Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District to "LI", Limited Industrial, District.

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

(SEAL)

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

THE CITY OF Fargo FAR MORE

3

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

June 24th, 2021

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

RE: Dangerous Building located at 1033 5th Street North, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and approval are proposed Findings of Fact and an Order regarding the dangerous building proceeding for the property at 1033 5th Street North. At its June 14th, 2021 meeting, the report presented by Bruce Taralson, city of Fargo Building Official, was approved by the Board. As such, the City Attorney's Office was directed to prepare the appropriate Findings of Fact, Order, and Notice.

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

Sincerely,

Alissa R. Farol
Assistant City Attorney

Enclosure

cc: Bruce Taralson, Inspections Department

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

Property Address: 1033 5th Street North, Fargo, North Dakota

Owner: George C. Harter

A hearing was held before the Board of City Commissioners of the City of Fargo on the 14th day of June, 2021 regarding the property located at 1033 5th Street North, Fargo, North Dakota. Bruce Taralson, Building Official, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property. Bruce Thompson, a neighbor, additionally appeared and provided testimony.

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

FINDINGS OF FACT

1. That George C. Harter is the owner of the following described real property located in the City of Fargo, County of Cass and State of North Dakota:

Lot Five (5), Block Thirteen (13) of Hector's Addition to the city of Fargo

The street address for which is: 1033 5th Street North, Fargo, North Dakota, 58102.

2. That the subject property is vacant and uninhabitable.

3. That on March 22nd, 2021, Bill Thompson, Building and Rental Housing Inspector to the city of Fargo, inspected the property and found the building, consisting of a two-story, wood-framed structure to be a dangerous building within the standards set forth in Article 21-04 of the Fargo Municipal Code and Section 108.1.5 of the International Property Maintenance Code concerning dangerous structures.

4. That the building is unsafe and is a dangerous building in the following respects:

(a) multiple windows are boarded up; (b) graffiti; (c) complaints and evidence of squatters entering through an unsecured basement window; (d) water was turned off by owner on January 31st, 2020 due to excessive usage by squatters; (e) large amounts of volunteer growth around house and garage; and (f) large amounts of junk and harborage in rear yard.

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

a. The structure has been damaged or deteriorated for more than fifty percent (50%) of its original value;

b. The building is unsafe, fails to provide the amenities essential to decent living, and is unfit for human habitation; and

c. The building it is unsafe or dangerous to the health, moral safety or general welfare of the people of the City of Fargo.

6. That the information in the files of the Inspection Department stemming from various inspections of the property on or before March 22nd, 2021 in respect to the subject property is hereby accepted as true and correct.

7. That the building located at 1033 5th Street North, Fargo, North Dakota 58102, is hereby found to be a "dangerous building."

8. Notice of Dangerous Building was posted on the property on or about March 23rd, 2021, in accordance with Municipal Code § 21-0404. The Notice of Dangerous Building informed the owners and all occupants, if any, that the "dangerous building" must be vacated and the building demolished within 30 days from the date of the notice.

9. The owner or anyone claiming to have an ownership interest in said building have not sufficiently presented cause why the "dangerous building" should not be demolished.

10. Despite being ordered that the building on the subject property should be demolished or necessary permits be obtained within 30 days of the notice, the owner or anyone else claiming to have an ownership interest in said building have failed to do so.

11. That Inspections Department may secure the removal of this building if the owner or anyone claiming an ownership interest in the property fails to comply with city ordinances and

demolish the property by August 13th, 2021.

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

ORDER

Based on the foregoing Findings of Fact, it is hereby ORDERED that George C. Harter or anyone else claiming an ownership interest, shall demolish the "dangerous building" located at 1033 5th Street North, Fargo, North Dakota by August 13th, 2021.

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

DATED this _____ day of June, 2021.

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

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

ATTEST:

_____
Steven Sprague, City Auditor

NOTICE OF ENTRY OF ORDER

TO: GEORGE C. HARTER AND ALL OTHER PERSONS HAVING INTEREST IN THIS PROPERTY

RE: PROPERTY AT 1033 5TH STREET NORTH, FARGO, NORTH DAKOTA 58102

YOU ARE HEREBY GIVEN NOTICE that you shall have 30 days from the date of service of Findings of Fact and Order of the Board of City Commissioners of the City of Fargo ("Order") upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all in accordance with the appeal procedure set forth in Fargo Municipal Code § 21-0412. You are further given notice that the "dangerous building" on the subject property may be demolished by the city of Fargo at any time on or after August 13th, 2021.

DATED this _____ day of June, 2021.

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

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

ATTEST:

_____
Steven Sprague, City Auditor

THE CITY OF Fargo FAR MORE

Facilities Management
City Hall
225 4th Street North
Fargo, ND 58102
Phone: 701.298.6966

4

June 24, 2021

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

RE: Mid-America Steel – Building Sale & Removal Contract

Dear Commissioners:

The attached proposal to sell a building at the former Mid-America Steel site has been signed by the buyer. The building will be removed no later than 9/1/2021 with payment of $10,000 being made prior to beginning the removal. This proposal was approved in August 2020 by the Finance Committee.

REQUESTED MOTION: Approve the agreement to remove the building from the Mid-America Steel site as proposed.

Respectfully,

Brock Morrison
Director of Facilities Management

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into the 7th day of June, 2020, between the CITY OF FARGO, a North Dakota municipal corporation, 225 4th Street North, Fargo, ND 58102 ("**Seller**" or "**City**") and **TROY PETERSON**, P.O. Box 364, Karlstad, MN 56732 ("**Buyer**").

1) The subject of this Agreement is a certain metal building located on the westerly portion of a site formerly occupied by Mid-America Steel Seller the address for which is 106 NP Avenue, Fargo, North Dakota, the dimensions of which building are Eighty (80) by Three Hundred Forty (340) feet, more or less (the "**Subject Building**") and Buyer shall be authorized by this Agreement, individually or with Buyer's contractor, _____ ("**Third Party**") to enter upon that portion of said site, the boundaries of which shall be the property boundaries for the parcel at said address (106 NP Avenue) as depicted upon the site plan attached as Exhibit "A" and detach the Subject Building from its foundation and to remove, take possession of and own the Subject Building as personal property of Buyer. The boundaries of the work area that is the subject of this Agreement shall be 1st Street on the east, 2nd Street on the west, NP Avenue on the north and the right-of-way for the BNSF railroad on the south, said work area to be referred to herein as the "**Work Site**".

2) In exchange for the payment of TEN THOUSAND and no/100 DOLLARS ($10,000.00) [the "**Purchase Price**"] and other good and valuable consideration, the CITY hereby agrees to sell and the BUYER agrees to purchase the Subject Building, subject to the terms hereof.
3) Work Plan. The City and Buyer agree to the following:

   a. The Buyer shall remit payment to the City of the full Purchase Price prior to entry of the Work Site.

b. Upon remittance of said payment to the City, Buyer shall be authorized to commence work and to enter the Work Site.

c. Buyer shall detach the Subject Building from its foundation and remove the Subject Building from the Work Site, said work to be completed no later than ~~April 30,~~ 2021. 9/1/2021 TP Buyer shall be entitle to request a reasonable extension of the time for completion in the event circumstances arise beyond Buyer's reasonable control and Seller shall not unreasonably refuse such request. In no event shall such request extend beyond ~~June~~ 9/1/2021 TP 30, ~~2021~~.

d. The parties expect that upon detachment of the Subject Building from its foundation, certain bolts or other connectors extending out from the foundation will remain, which bolts or connectors may be a safety hazard. Buyer shall cut said bolts or connectors or cover the same in a semi-permanent manner, at Buyer's sole cost, to address the safety hazard and the City and Buyer agree to coordinate the reasonably appropriate method to address the hazard.

e. Buyer shall only enter the above-defined Work Site using available public right of way for access.

f. Buyer represents that Buyer has inspected the Subject Building to Buyer's satisfaction. The Subject Building will be transported by Third Party from the Location by ~~April 30,~~ 9/1/21 TP ~~2020~~, as provided above. Buyer accepts and agrees to receive, and Seller agrees to transfer to Buyer immediately upon execution by Buyer, all of Seller's right, title and interest in and to the Subject Building. Buyer further acknowledges that the Seller has made no warranties, expressly or implied, with respect to the Subject Building and expressly disclaims any such warranties, including those of quality, habitability, merchantability and fitness for intended purpose. Buyer further accepts the Subject Building on an "AS IS," "WHERE IS" and "WITH ALL FAULTS" basis. Buyer shall be solely responsible for all governmental permits, liabilities and costs associated with the removal, loading, storage, handling, disposal, cleaning, reuse, demolition, construction, relocation and/or transportation of the Subject Building from the Location (collectively, the "project"). Buyer will also be responsible for cleaning up any and all debris generated

by Buyer's project, as well as for repairing any and all damages caused to the Location by this project.

g. Upon entry onto the Work Site for this project and for all times thereafter until the conclusion or abandonment of the same, Buyer shall be solely responsible for all claims, suit, actions and liabilities of any nature, including environmental liabilities, that are in any manner related to this project, Buyer's ownership and/or Buyer's use of the Subject Building, regardless of cause.

h. To the extent permitted by law, Buyer agrees to defend, indemnify and hold Seller harmless, including the payment of Seller's attorney's fees and costs, from any loss or liability for damages to the property of Seller, for damages to any third party or parties, and/or for any injury to or death of any person resulting from or otherwise relating to this project, Buyer's ownership, and/or Buyer's use of the Subject Building, regardless of cause or fault.

i. Buyer warrants and represents that Buyer or Buyer's contractor shall maintain adequate insurance coverage to satisfy in whole Buyer's contractual indemnification obligations as set out in this Agreement. Specifically, Buyer shall maintain Worker's Compensation Employer's Liability Insurance for not less than One Million Dollars ($1,000,000), Commercial Automobile Insurance for not less than Five Million Dollars ($5,000,000), and Commercial General Liability Insurance for not less than Five Million Dollars ($5,000,000) with extensions for Sudden and Accidental Pollution and Hoist/Hook Liability. Buyer shall further name Seller, its officers, employees, agents and assigns as Additional Insureds with Waiver of Subrogation. Said insurance shall be primary and non-contributing, and Buyer shall present to Seller a Certificate evidencing said insurance coverage at the time of execution of this Agreement.

j. Buyer represents that none of Seller, its representatives, its agents, its employees, or any representatives thereof, have advised them in any way or in any capacity with respect to this Agreement or in any matter related hereto. Buyer further represents that in executing this Agreement they are not relying or acting upon any advice or representation of Seller, its representatives, its agents, its employees, or representatives thereof.

k. This Agreement represents the entire agreement between the parties, is intended to integrate fully all terms between the parties, and therefore supersedes all prior negotiations, representations, and/or agreements between the parties, regardless of whether written or oral. This Agreement may be amended only by written instrument designated as an amendment hereto and executed by the signatories or their successors.

l. In the event that provision (or part thereof) of this Agreement shall be held to be invalid, illegal, or otherwise unenforceable by any court of competent jurisdiction, the validity, legality, and enforceability of any and all remaining provisions of this Agreement shall not be impaired thereby

m. Bill of Sale. Upon completion of the work contemplated herein and the obligations of this Agreement, Seller shall issue and deliver to Buyer a Bill of Sale in a form substantially similar to that which is attached hereto as **Exhibit "B"**.

n. Signature in Counterpart. This Agreement may be signed in counterpart, to become effective when each party has signed this Agreement.

o. Effective Date. This agreement shall be effective the date and year first above written.

[Remainder of page intentionally blank—execution pages to follow]

BUYER:

Troy Peterson

SELLER:

CITY OF FARGO,
a North Dakota municipal corporation

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

ATTEST:

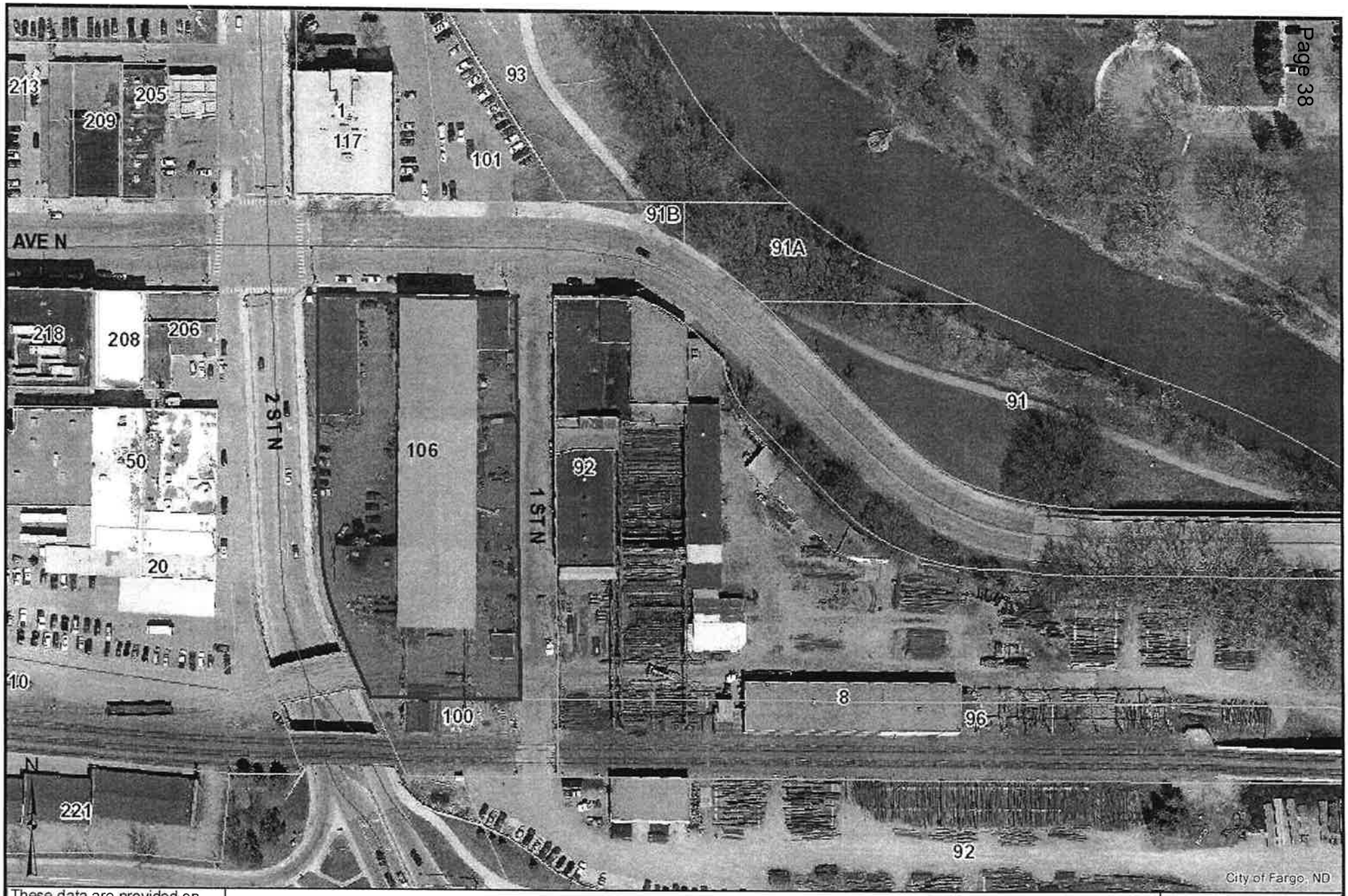
_____
Steven Sprague, City Auditor

EXHIBIT "A"

the Work Site

at 106 NP Avenue

[attached]



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.

106 NP Ave

1:2,257

10/22/2020 3:03:11 PM

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

EXHIBIT "B"

Form of Bill of Sale

(Attached)

BILL OF SALE

This Bill of Sale is dated this 7th day June, 2021, from the **CITY OF FARGO**, a North Dakota municipal corporation ("Transferor"), 225 4TH Street North, Fargo, North Dakota 58102 and **TROY PETERSON** ("Transferee"), **TROY PETERSON**, P.O. Box 364, Karlstad, MN 56732.

RECITALS

A. Transferor and Transferee entered into an agreement (the "Agreement") for the entry by Transferee onto certain property owned by Transferor and for the detachment of a certain metal building located at 106 NP Avenue, Fargo, North Dakota, the dimensions of which building are Eighty (80) by Three Hundred Forty (340) feet, more or less (the "**Subject Building**") whereby Buyer was authorized to enter upon that portion of said site, detach the Subject Building from its foundation and to remove, take possession of and own the Subject Building as personal property of Buyer.

B. Transferor has executed and is delivering this Bill of Sale to Transferee for the purpose of transferring, conveying and assigning the Equipment to Transferee.

C. Contemporaneously with the execution of this Bill of Sale, Transferee has paid to Transferor the consideration contemplated by and stated in the Agreement, being the sum of One and no/100 Dollars ($1.00) and other valuable consideration.

NOW, THEREFORE, under and subject to all the terms and conditions of the Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Transferor does hereby SELL, TRANSFER, CONVEY, and ASSIGN to Transferee, all of Transferor's right, title, and interest, legal and equitable, in and to the Subject Building, free and clear of all mortgages, liens, pledges, security interests, charges, encumbrances, claims, options, covenants, conditions, and restrictions of any kind or nature.

Except for the foregoing warranty of title, the Transferee acknowledges that the Equipment is otherwise sold "AS IS" with all faults and virtues, with no express or implied representations or warranties by Transferor as to physical condition or fitness for any particular purpose or of any other nature whatsoever.

The terms of the Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall control.

IN WITNESS WHEREOF, Transferor has caused this Bill of Sale to be duly executed as of the date first above written.

CITY OF FARGO,
a North Dakota municipal corporation

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

ATTEST:

_____
Steven Sprague, City Auditor

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

5

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

Full, Legal Name of Gaming Organization
Metro Sports Foundation

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

Name of Location: Country Inn & Suites			
Street: 3316 13th AVE S	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: July 1st 2021	Ending Date(s) Authorized: June 30 2022		Number of twenty-one tables if zero, enter "0": 0
Specific location where games of chance will be conducted and played at the site (**required**): one on south west corner, two on north west wall			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

- [ ] Bingo
- [ ] **ELECTRONIC** Quick Shot Bingo
- [ ] Raffles
- [ ] **ELECTRONIC** 50/50 Raffle
- [ ] Pull Tab Jar
- [ ] Pull Tab Dispensing Device
- [x] **ELECTRONIC** Pull Tab Device
- [ ] Club Special
- [ ] Tip Board
- [ ] Seal Board
- [ ] Punchboard
- [ ] Prize Board
- [ ] Prize Board Dispensing Device
- [ ] Sports Pools
- [ ] Twenty-One
- [ ] Poker
- [ ] Calcuttas
- [ ] Paddlewheels with Tickets
- [ ] Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 6/28/21
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

(6) 25.00 ✓ 3506 6/11/21

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

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

Name of Nonprofit Organization or group of people permit is issued to: St. Anthony of PADUA Parish FALL BAZAAR	Date(s) of Activity: 9-26-21 to 9-26-21	For a raffle, provide drawing date(s): 9-26-21	
Person Responsible for the Gaming Operation and Disbursement of Net Income: Bonnie KROETSCH	Title: RAFFLE CHAIRMAN	Business Phone Number: (701) 237-6063	
Business Address: 710 10th St. S.	City: FARGO	State: ND	Zip Code: 58103
Mailing Address (if different): 1419 7th Ave. S.	City: FARGO	State: ND	Zip Code: 58103
Name of Site Where Game(s) will be Conducted: St. Anthony of PADUA Catholic Church	Site Address: 710 10th St. S.		
City: FARGO	State: ND	Zip Code: 58103	County: CASS

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
RAFFLE	$500.00 CASH	$500.00
RAFFLE	Yeti cooler/2 Yeti mugs	$350.00
RAFFLE	50" SMART TV	$350.00
RAFFLE	$250.00 CASH	$250.00
RAFFLE	outdoor STATUE	$100.00
RAFFLE	NATIVITY SET	$100.00
RAFFLE	$100.00	$100.00
RAFFLE	$100.00	$100.00
RAFFLE	$100.00	$100.00

Game Type	Description of Prize	Retail Value of Prize
RAFFLE	gift CARD	$50.00
Bingo	CASH	$100.00
Bingo	VARIOUS Prizes	$100.00

Total: $ 2200.00 (Limit $40,000 per year)

Intended uses of gaming proceeds: church window & Door Renovations

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

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? ☐ No ☒ Yes-If "Yes," indicate the total value of all prizes previously awarded: $ 1800.00. *This amount is part of the total prize limit of $40,000 per year.*

Signature of Organization or Group's Top Official	Date	Title	Business Phone Number
Bonnie Kroetsch	6-11-21	RAFFLE CHAIRMAN	(701) 237-6063

25.00 ✓ 10850 6/10/21

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

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

Name of Nonprofit Organization or group of people permit is issued to	Date(s) of Activity	For a raffle, provide drawing date(s):
North Dakota Autism Center, Inc.	~~9/28/2021 to 9/28/2021~~	09/28/2021
Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Emily Carpenter	Evt Coordintr	(701) 277-8844

Business Address	City	State	Zip Code
647 13th Ave E Suite A	West Fargo	ND	58078-3328
Mailing Address (if different)	City	State	Zip Code

Name of Site Where Game(s) will be Conducted	Site Address		
Rose Creek Golf Course	1500 East Rose Creek Parkway S		
City	State	Zip Code	County
Fargo	ND	58104-6832	Cass

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

[ ] Bingo [x] 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
Split the Pot	Half the money	10,000 ~~$0.00~~
50/50		

Game Type	Description of Prize	Retail Value of Prize

Total: $ 10,000 (Limit $40,000 per year)

Intended uses of gaming proceeds: Proceeds will be used to cover the cost of hosting our golf scramble

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

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? [x] No [ ] Yes-If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? [x] No [ ] Yes-If "Yes," indicate the total value of all prizes previously awarded: $ _____ . *This amount is part of the total prize limit of $40,000 per year.*

Signature of Organization or Group's Top Official	Date	Title	Business Phone Number
	5/4/2021	Event Coordinator	(701) 277-8844

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Emergency Sewer Repair

7

Location: 23rd St and 1st Ave S

Date of Hearing: 6/21/2021

Routing	Date
City Commission	6/28/2019
PWPEC File	X
Project File	Tom Knakmuhs

The committee reviewed a communication from Assistant City Engineer, Tom Knakmuhs, regarding an emergency sanitary sewer repair at the intersection of 23rd Street and 1st Avenue South.

Public works televised the sanitary sewer main after noticing settlement to the roadway that has been getting progressively worse. The televising revealed a joint settlement on the existing 8" VCP sanitary sewer main that is causing flows to be restricted and soil to enter the main.

On June 14, 2021, quotes were requested from four contractors. We received two quotes:

Dirt Dynamics – lump sum bid $87,650.00
KPH – lump sum bid $119,900.00
Key Contracting – no quote received
Dakota Underground – no quote received

Staff recommends approval of Dirt Dynamics quote of $87,650 to be paid by Sewer Utility Funds.

On a motion by Ben Dow, seconded by Bruce Grubb, the Committee voted to approve the payment to Dirt Dynamics in the amount of $87,650 for the emergency sanitary sewer repairs.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the payment to Dirt Dynamics in the amount of $87,650 for the emergency sanitary sewer repairs.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Sewer Utility Funds

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	Ryan Erickson
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☐	☐	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, PE
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Tom Knakmuhs, Assistant City Engineer

Date: June 17, 2021

Re: Emergency Sewer Repair at 23rd Street and 1st Avenue South

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The Engineering Department has been working with the Public Works Department to address a recently discovered sanitary sewer issue at the intersection of 23rd Street South and 1st Avenue.

The Public Works Department televised the sanitary sewer main after noticing a settlement to the roadway that has recently been getting progressively worse. The televising revealed a joint settlement on the existing 8" VCP sanitary sewer main that is causing flows to be restricted and soil to enter the main.

On June 14, 2021, we requested quotes from four qualified, local contractors to perform the repair. We received quotes from two Contractors:

- Dirt Dynamics - lump sum bid $87,650.00
- KPH - lump sum $119,900.00
- Master Construction- No Bid
- Key Contracting – No Bid

Recommended Motion:

Approve Dirt Dynamics quote of $87,650.00 to perform the Emergency Sewer Repair, paid by Sewer Utility Funds.

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. UR-20-A1 Type: Final Balancing Change Order #5

Location: 14th - 16th Ave S & 33rd – 35th St Date of Hearing: 6/21/2021

Routing	Date
City Commission	6/28/2021
PWPEC File	X
Project File	Roger Kluck

8

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, regarding Final Balancing Change Order #5 in the amount of $2,301.10, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Final Balancing Change Order #5 in the amount of $2,301.10, bringing the total contract amount to $ 737,544.70.

On a motion by Kent Costin, seconded by Ryan Erickson, the Committee voted to recommend approval of Final Balancing Change Order #5 to Dirt Dynamics.

RECOMMENDED MOTION
Concur with the recommendation of PWPEC and approve Final Balancing Change Order #5 in the amount of $2,301.10, bringing the total contract amount to $737,544.70 to Dirt Dynamics.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Utility Funds & Special Assessments

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	Ryan Erickson
Bruce Grubb, City Administrator	☐	☐	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☐	☐	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

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

C: Kristi Olson

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Roger E. Kluck, PE, CFM Civil Engineer II Storm Sewer & Floodplain

Date: June 16, 2021

Re: Project No. UR-20-A1 Storm Sewer Repairs & Incidentals – FBCO #5

Background:
Project UR-20-A1 was bid on March 4, 2020. The project began July 14, 2020.

Change Order #1 eliminated bid Section E because landowner would not sign easement to repair his drainage concerns and we added 2 more repair sites for a net cost of $ -12,714.40.

Change Order #2 added 2 repair sites on 20th Street, south of 14th Avenue South, requested by public works and extended the completion date for a cost increase of $51,362.90.

Change Order #3 was for a no cost time extension.

Change Order #4 added culvert flared end repairs on 40th Avenue North, north of the airport, requested by the airport for a cost of $7,204.00

The attached Final Balancing Change Order #5 for $2,301.10 reconciles the estimated quantities in the contract with the final quantities as measured in the field. All work on the Contract has been completed.

Original Contract Amount:	$689,391.10
Approved CO 1-4:	$ 45,852.50
FBCO # 5:	$ 2,301.00
Final Contract Amount:	$737,544.70

Recommended Motion:
Approve Final Balancing Change Order #5 in the amount of $2,301.10 to Dirt Dynamics.

Attachment

C: Jody Bertrand, Division Engineer

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	UR-20-A1	**Change Order No**	5
Project Name	Storm Sewer Repairs & Incidentals		
Date Entered	6/11/2021	**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 ($)	C/O Ext Price ($)
Section A	3	Boulevard Grading	SY	600.00	2.00	602.00	-256.00	346.00	8.00	-2,048.00
	4	Seeding Type C	SY	600.00	2.00	602.00	-256.00	346.00	1.65	-422.40
	5	Mulching Type 1 - Hydro	SY	600.00	2.00	602.00	-256.00	346.00	1.65	-422.40
	6	Rem & Repl Curb & Gutter	LF	279.00	14.00	293.00	146.00	439.00	55.00	8,030.00
	7	Rem & Repl Pavement 10" Thick Asph	SY	524.00	55.00	579.00	-187.00	392.00	138.00	-25,806.00
	8	Rem & Repl Driveway 6" Thick Reinf Conc	SY	45.00	17.00	62.00	6.00	68.00	55.00	330.00
	9	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	14.00	0.00	14.00	39.00	53.00	53.00	2,067.00
	10	F&I Det Warn Panels Cast Iron	SF	1.00	0.00	1.00	23.00	24.00	145.00	3,335.00
	13	Rem & Repl Casting - Inlet	EA	20.00	1.00	21.00	1.00	22.00	758.00	758.00
	15	Casting to Grade - w/Conc	EA	20.00	0.00	20.00	2.00	22.00	1,000.00	2,000.00
	16	Casting to Grade - no Conc	EA	1.00	0.00	1.00	1.00	2.00	410.00	410.00
	17	Remove Pipe All Sizes All Types	LF	889.00	0.00	889.00	90.00	979.00	16.00	1,440.00
	18	F&I Pipe 12" Dia Reinf Conc	LF	416.00	0.00	416.00	-21.00	395.00	55.90	-1,173.90
	19	F&I Pipe 15" Dia Reinf Conc	LF	38.00	0.00	38.00	-5.00	33.00	62.90	-314.50
	23	F&I Decid Tree 1.5" Dia	EA	7.00	0.00	7.00	1.00	8.00	412.00	412.00
	28	F&I Innerduct 1.5" Dia	LF	440.00	0.00	440.00	-19.00	421.00	11.00	-209.00
	30	F&I Conductor #6 USE Cu	LF	1,320.00	0.00	1,320.00	-57.00	1,263.00	2.20	-125.40
	32	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	416.00	0.00	416.00	-416.00	0.00	9.00	-3,744.00

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Section A	33	F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	473.00	0.00	473.00	-473.00	0.00	9.00	-4,257.00
	118	Boulevard Grading	SY	70.00	0.00	70.00	3.00	73.00	8.00	24.00
	119	Rem & Repl Curb & Gutter	LF	52.00	0.00	52.00	5.00	57.00	55.00	275.00
	120	Rem & Repl Pavement 9" Thick Reinf Conc	SY	70.00	0.00	70.00	39.00	109.00	65.00	2,535.00
	121	Rem & Repl Driveway 6" Thick Reinf Conc	SY	30.00	0.00	30.00	4.00	34.00	55.00	220.00
	124	Mulching Type 1 - Hydro	SY	70.00	0.00	70.00	3.00	73.00	1.65	4.95
	125	Seeding Type C	SY	70.00	0.00	70.00	3.00	73.00	1.65	4.95
								Section A Sub Total ($)		-16,676.70
Section B	36	Boulevard Grading	SY	420.00	45.00	465.00	-262.00	203.00	8.00	-2,096.00
	37	Seeding Type C	SY	420.00	0.00	420.00	-217.00	203.00	1.65	-358.05
	38	Mulching Type 1 - Hydro	SY	420.00	0.00	420.00	-217.00	203.00	1.65	-358.05
	39	Rem & Repl Curb & Gutter	LF	582.00	0.00	582.00	-7.00	575.00	55.00	-385.00
	40	Rem & Repl Pavement 8" Thick Asph	SY	161.00	0.00	161.00	46.00	207.00	120.00	5,520.00
	41	Rem & Repl Pavement 8" Thick Reinf Conc	SY	178.00	0.00	178.00	34.00	212.00	65.00	2,210.00
	42	Rem & Repl Driveway 6" Thick Reinf Conc	SY	20.00	0.00	20.00	3.00	23.00	55.00	165.00
	43	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	64.00	0.00	64.00	18.00	82.00	53.00	954.00
	44	F&I Det Warn Panels Cast Iron	SF	16.00	0.00	16.00	128.00	144.00	95.00	12,160.00
	46	Repair Manhole	EA	2.00	0.00	2.00	1.00	3.00	3,500.00	3,500.00
	49	Rem & Repl Casting - Std Manhole	EA	2.00	0.00	2.00	1.00	3.00	601.00	601.00
	52	Remove Street Light	EA	1.00	0.00	1.00	-1.00	0.00	550.00	-550.00
	53	Remove Base	EA	1.00	0.00	1.00	-1.00	0.00	900.00	-900.00
	54	F&I Base 6' Deep Reinf Conc	EA	1.00	0.00	1.00	-1.00	0.00	1,265.00	-1,265.00
	55	Install Street Light	EA	1.00	0.00	1.00	-1.00	0.00	275.00	-275.00
								Section B Sub Total ($)		18,922.90
Section C	58	Boulevard Grading	SY	75.00	0.00	75.00	3.00	78.00	8.00	24.00
	59	Seeding Type C	SY	75.00	0.00	75.00	3.00	78.00	3.30	9.90
	60	Mulching Type 1 - Hydro	SY	75.00	0.00	75.00	3.00	78.00	3.30	9.90

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Section C	62	Rem & Repl Curb & Gutter	LF	45.00	0.00	45.00	12.00	57.00	55.00	660.00
	63	Rem & Repl Pavement 9" Thick Reinf Conc	SY	50.00	0.00	50.00	4.00	54.00	74.00	296.00
	64	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	23.00	0.00	23.00	3.00	26.00	53.00	159.00
	65	F&I Det Warn Panels Cast Iron	SF	2.00	0.00	2.00	6.00	8.00	145.00	870.00
									Section C Sub Total ($)	2,028.80
Section D	78	Boulevard Grading	SY	300.00	0.00	300.00	611.00	911.00	8.00	4,888.00
	79	Seeding Type C	SY	300.00	0.00	300.00	611.00	911.00	1.65	1,008.15
	80	Mulching Type 1 - Hydro	SY	300.00	0.00	300.00	611.00	911.00	1.65	1,008.15
	82	Rem & Repl Curb & Gutter	LF	92.00	0.00	92.00	-66.00	26.00	55.00	-3,630.00
	83	Rem & Repl Pavement 8" Thick Asph	SY	31.00	0.00	31.00	-18.00	13.00	120.00	-2,160.00
	84	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	46.00	0.00	46.00	-38.00	8.00	53.00	-2,014.00
	88	Clean Pipe 24" Dia All Types	LF	200.00	0.00	200.00	-144.00	56.00	4.30	-619.20
	89	Clean Pipe 36" Dia All Types	LF	70.00	0.00	70.00	-70.00	0.00	6.50	-455.00
									Section D Sub Total ($)	-1,973.90

Summary

Source Of Funding	
Net Amount Change Order # 5 ($)	2,301.10
Previous Change Orders ($)	45,852.50
Original Contract Amount ($)	689,391.10
Total Contract Amount ($)	737,544.70

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/09/2020	06/20/2021	0.00	0.00	10/09/2020	06/20/2021

Description

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

APPROVED		**APPROVED DATE**	
For Contractor		Department Head	6/22/21
Title		Mayor	
		Attest	

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Improvement District No.	UR-20-A1
Project Name	Storm Sewer Repairs & Incidentals
Type	Utilities Repl/Rehab
Description	MH & CB repairs, invert repairs repair rings. curb & Gutter, handicap ramp. 14 Ave S to 16 Ave S and 33rd St S to 35th St S
Pay Estimate Number	8 - FINAL
From Date	05/12/2021 **To Date** 06/09/2021

The Honorable Board of City Commissioners

Dear Commissioners,

Be advised that Dirt Dynamics has performed the work to date shown on this statement

Contract				Previous		Current		To Date		Percentage
	Unit	Quantity	Unit Price ($)	Quantity	Amount ($)	Quantity	Amount ($)	Quantity	Amount ($)	Complete(%)
Section A										
1 Mobilization	LS	1.00	15,000.00	1.00	15,000.00	0.00	0.00	1.00	15,000.00	100.00
2 Traffic Control - Type 1	LS	1.00	6,875.00	1.00	6,875.00	0.00	0.00	1.00	6,875.00	100.00
3 Boulevard Grading	SY	602.00	8.00	173.00	1,384.00	173.00	1,384.00	346.00	2,768.00	57.48
4 Seeding Type C	SY	602.00	1.65	173.00	285.45	173.00	285.45	346.00	570.90	57.48
5 Mulching Type 1 - Hydro	SY	602.00	1.65	173.00	285.45	173.00	285.45	346.00	570.90	57.48
6 Rem & Repl Curb & Gutter	LF	293.00	55.00	439.00	24,145.00	0.00	0.00	439.00	24,145.00	149.83*
7 Rem & Repl Pavement 10" Thick Asph	SY	579.00	138.00	392.00	54,096.00	0.00	0.00	392.00	54,096.00	67.70
8 Rem & Repl Driveway 6" Thick Reinf Conc	SY	62.00	55.00	68.00	3,740.00	0.00	0.00	68.00	3,740.00	109.68
9 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	14.00	53.00	53.00	2,809.00	0.00	0.00	53.00	2,809.00	378.57*

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price ($)	Previous Quantity	Previous Amount ($)	Current Quantity	Current Amount ($)	To Date Quantity	To Date Amount ($)	Percentage Complete(%)
10 F&I Det Warn Panels Cast Iron	SF	1.00	145.00	24.00	3,480.00	0.00	0.00	24.00	3,480.00	**2400.00***
11 Repair Inlet	EA	20.00	3,150.00	20.00	63,000.00	0.00	0.00	20.00	63,000.00	100.00
12 Repair Manhole	EA	1.00	3,500.00	1.00	3,500.00	0.00	0.00	1.00	3,500.00	100.00
13 Rem & Repl Casting - Inlet	EA	21.00	758.00	22.00	16,676.00	0.00	0.00	22.00	16,676.00	104.76
14 Rem & Repl Casting - Self Leveling	EA	1.00	1,202.00	1.00	1,202.00	0.00	0.00	1.00	1,202.00	100.00
15 Casting to Grade - w/Conc	EA	20.00	1,000.00	22.00	22,000.00	0.00	0.00	22.00	22,000.00	**110.00***
16 Casting to Grade - no Conc	EA	1.00	410.00	2.00	820.00	0.00	0.00	2.00	820.00	**200.00***
17 Remove Pipe All Sizes All Types	LF	889.00	16.00	979.00	15,664.00	0.00	0.00	979.00	15,664.00	**110.12***
18 F&I Pipe 12" Dia Reinf Conc	LF	416.00	55.90	395.00	22,080.50	0.00	0.00	395.00	22,080.50	94.95
19 F&I Pipe 15" Dia Reinf Conc	LF	38.00	62.90	33.00	2,075.70	0.00	0.00	33.00	2,075.70	86.84
20 F&I Pipe 18" Dia Reinf Conc	LF	435.00	74.50	435.00	32,407.50	0.00	0.00	435.00	32,407.50	100.00
21 Remove Tree	EA	7.00	150.00	7.00	1,050.00	0.00	0.00	7.00	1,050.00	100.00
22 Salvage Tree	EA	3.00	750.00	3.00	2,250.00	0.00	0.00	3.00	2,250.00	100.00
23 F&I Decid Tree 1.5" Dia	EA	7.00	412.00	8.00	3,296.00	0.00	0.00	8.00	3,296.00	**114.29***
24 Remove Base	EA	3.00	900.00	3.00	2,700.00	0.00	0.00	3.00	2,700.00	100.00
25 Remove Street Light	EA	3.00	550.00	3.00	1,650.00	0.00	0.00	3.00	1,650.00	100.00
26 F&I Base 6' Deep Reinf Conc	EA	3.00	1,265.00	3.00	3,795.00	0.00	0.00	3.00	3,795.00	100.00
27 F&I Light Standard Type A	EA	3.00	2,750.00	3.00	8,250.00	0.00	0.00	3.00	8,250.00	100.00
28 F&I Innerduct 1.5" Dia	LF	440.00	11.00	421.00	4,631.00	0.00	0.00	421.00	4,631.00	95.68
29 F&I Luminaire Type A	EA	3.00	495.00	3.00	1,485.00	0.00	0.00	3.00	1,485.00	100.00
30 F&I Conductor #6 USE Cu	LF	1,320.00	2.20	1,263.00	2,778.60	0.00	0.00	1,263.00	2,778.60	95.68

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price ($)	Previous Quantity	Previous Amount ($)	Current Quantity	Current Amount ($)	To Date Quantity	To Date Amount ($)	Percentage Complete(%)
31 F&I Pull Box	EA	1.00	1,210.00	1.00	1,210.00	0.00	0.00	1.00	1,210.00	100.00
32 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	416.00	9.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
33 F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	473.00	9.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
111 F&I Inlet - Single Box (SBI) Reinf Conc	EA	1.00	5,400.00	1.00	5,400.00	0.00	0.00	1.00	5,400.00	100.00
112 Mobilization	LS	1.00	3,500.00	1.00	3,500.00	0.00	0.00	1.00	3,500.00	100.00
113 F&I Inlet - Single Box (SBI) Reinf Conc	EA	3.00	5,400.00	3.00	16,200.00	0.00	0.00	3.00	16,200.00	100.00
115 F&I Pipe 12" Dia Reinf Conc	LF	65.00	55.90	65.00	3,633.50	0.00	0.00	65.00	3,633.50	100.00
116 F&I Pipe 15" Dia Reinf Conc	LF	16.00	62.90	16.00	1,006.40	0.00	0.00	16.00	1,006.40	100.00
117 Remove Pipe All Sizes All Types	LF	65.00	16.00	65.00	1,040.00	0.00	0.00	65.00	1,040.00	100.00
118 Boulevard Grading	SY	70.00	8.00	37.00	296.00	36.00	288.00	73.00	584.00	104.29
119 Rem & Repl Curb & Gutter	LF	52.00	55.00	57.00	3,135.00	0.00	0.00	57.00	3,135.00	109.62
120 Rem & Repl Pavement 9" Thick Reinf Conc	SY	70.00	65.00	109.00	7,085.00	0.00	0.00	109.00	7,085.00	155.71*
121 Rem & Repl Driveway 6" Thick Reinf Conc	SY	30.00	55.00	34.00	1,870.00	0.00	0.00	34.00	1,870.00	113.33*
122 Rem & Repl Casting - Inlet	EA	4.00	758.00	4.00	3,032.00	0.00	0.00	4.00	3,032.00	100.00
123 Casting to Grade - w/Conc	EA	4.00	1,000.00	4.00	4,000.00	0.00	0.00	4.00	4,000.00	100.00
124 Mulching Type 1 - Hydro	SY	70.00	1.65	37.00	61.05	36.00	59.40	73.00	120.45	104.29
125 Seeding Type C	SY	70.00	1.65	37.00	61.05	36.00	59.40	73.00	120.45	104.29
				Section A Sub Total	**374,941.20**		**2,361.70**		**377,302.90**	

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price ($)	Previous Quantity	Previous Amount ($)	Current Quantity	Current Amount ($)	To Date Quantity	To Date Amount ($)	Percentage Complete(%)
Section B										
34 Mobilization	LS	1.00	15,000.00	1.00	15,000.00	0.00	0.00	1.00	15,000.00	100.00
35 Traffic Control - Type 1	LS	1.00	5,069.00	1.00	5,069.00	0.00	0.00	1.00	5,069.00	100.00
36 Boulevard Grading	SY	465.00	8.00	203.00	1,624.00	0.00	0.00	203.00	1,624.00	43.66
37 Seeding Type C	SY	420.00	1.65	203.00	334.95	0.00	0.00	203.00	334.95	48.33
38 Mulching Type 1 - Hydro	SY	420.00	1.65	203.00	334.95	0.00	0.00	203.00	334.95	48.33
39 Rem & Repl Curb & Gutter	LF	582.00	55.00	575.00	31,625.00	0.00	0.00	575.00	31,625.00	98.80
40 Rem & Repl Pavement 8" Thick Asph	SY	161.00	120.00	207.00	24,840.00	0.00	0.00	207.00	24,840.00	**128.57***
41 Rem & Repl Pavement 8" Thick Reinf Conc	SY	178.00	65.00	212.00	13,780.00	0.00	0.00	212.00	13,780.00	**119.10***
42 Rem & Repl Driveway 6" Thick Reinf Conc	SY	20.00	55.00	23.00	1,265.00	0.00	0.00	23.00	1,265.00	**115.00***
43 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	64.00	53.00	82.00	4,346.00	0.00	0.00	82.00	4,346.00	**128.12***
44 F&I Det Warn Panels Cast Iron	SF	16.00	95.00	144.00	13,680.00	0.00	0.00	144.00	13,680.00	**900.00***
45 Repair Inlet	EA	25.00	3,150.00	25.00	78,750.00	0.00	0.00	25.00	78,750.00	100.00
46 Repair Manhole	EA	2.00	3,500.00	3.00	10,500.00	0.00	0.00	3.00	10,500.00	**150.00***
47 Modify Inlet Type A	EA	3.00	1,160.00	3.00	3,480.00	0.00	0.00	3.00	3,480.00	100.00
48 Rem & Repl Casting - Inlet	EA	28.00	758.00	28.00	21,224.00	0.00	0.00	28.00	21,224.00	100.00
49 Rem & Repl Casting - Std Manhole	EA	2.00	601.00	3.00	1,803.00	0.00	0.00	3.00	1,803.00	**150.00***
50 Casting to Grade - w/Conc	EA	28.00	1,000.00	28.00	28,000.00	0.00	0.00	28.00	28,000.00	100.00
51 Casting to Grade - no Conc	EA	3.00	410.00	3.00	1,230.00	0.00	0.00	3.00	1,230.00	100.00
52 Remove Street Light	EA	1.00	550.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price ($)	Previous Quantity	Previous Amount ($)	Current Quantity	Current Amount ($)	To Date Quantity	To Date Amount ($)	Percentage Complete(%)
53 Remove Base	EA	1.00	900.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
54 F&I Base 6' Deep Reinf Conc	EA	1.00	1,265.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
55 Install Street Light	EA	1.00	275.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110 Modify Manhole	EA	1.00	6,500.00	1.00	6,500.00	0.00	0.00	1.00	6,500.00	100.00
114 Repair Pipe 18" Dia	EA	2.00	4,550.00	2.00	9,100.00	0.00	0.00	2.00	9,100.00	100.00
				Section B Sub Total	**272,485.90**		**0.00**		**272,485.90**	
Section C										
56 Mobilization	LS	1.00	10,000.00	1.00	10,000.00	0.00	0.00	1.00	10,000.00	100.00
57 Traffic Control - Type 1	LS	1.00	750.00	1.00	750.00	0.00	0.00	1.00	750.00	100.00
58 Boulevard Grading	SY	75.00	8.00	39.00	312.00	39.00	312.00	78.00	624.00	104.00
59 Seeding Type C	SY	75.00	3.30	39.00	128.70	39.00	128.70	78.00	257.40	104.00
60 Mulching Type 1 - Hydro	SY	75.00	3.30	39.00	128.70	39.00	128.70	78.00	257.40	104.00
61 Inlet Protection - Existing Inlet	EA	5.00	138.00	5.00	690.00	0.00	0.00	5.00	690.00	100.00
62 Rem & Repl Curb & Gutter	LF	45.00	55.00	57.00	3,135.00	0.00	0.00	57.00	3,135.00	**126.67***
63 Rem & Repl Pavement 9" Thick Reinf Conc	SY	50.00	74.00	54.00	3,996.00	0.00	0.00	54.00	3,996.00	108.00
64 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	23.00	53.00	26.00	1,378.00	0.00	0.00	26.00	1,378.00	**113.04***
65 F&I Det Warn Panels Cast Iron	SF	2.00	145.00	8.00	1,160.00	0.00	0.00	8.00	1,160.00	**400.00***
66 Repair Inlet	EA	1.00	3,150.00	1.00	3,150.00	0.00	0.00	1.00	3,150.00	100.00
67 Repair Manhole	EA	1.00	11,600.00	1.00	11,600.00	0.00	0.00	1.00	11,600.00	100.00
68 Rem & Repl Casting - Inlet	EA	1.00	758.00	1.00	758.00	0.00	0.00	1.00	758.00	100.00

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price ($)	Previous Quantity	Previous Amount ($)	Current Quantity	Current Amount ($)	To Date Quantity	To Date Amount ($)	Percentage Complete(%)
69 Rem & Repl Casting - Std Manhole	EA	1.00	601.00	1.00	601.00	0.00	0.00	1.00	601.00	100.00
70 Casting to Grade - w/Conc	EA	1.00	1,000.00	1.00	1,000.00	0.00	0.00	1.00	1,000.00	100.00
71 Casting to Grade - no Conc	EA	1.00	410.00	1.00	410.00	0.00	0.00	1.00	410.00	100.00
72 Remove Street Light	EA	1.00	550.00	1.00	550.00	0.00	0.00	1.00	550.00	100.00
73 Remove Base	EA	1.00	900.00	1.00	900.00	0.00	0.00	1.00	900.00	100.00
74 F&I Base 5' Deep Reinf Conc	EA	1.00	1,265.00	1.00	1,265.00	0.00	0.00	1.00	1,265.00	100.00
75 Install Street Light	EA	1.00	275.00	1.00	275.00	0.00	0.00	1.00	275.00	100.00
				Section C Sub Total	**42,187.40**		**569.40**		**42,756.80**	
Section D										
76 Mobilization	LS	1.00	7,500.00	1.00	7,500.00	0.00	0.00	1.00	7,500.00	100.00
77 Traffic Control - Type 1	LS	1.00	750.00	1.00	750.00	0.00	0.00	1.00	750.00	100.00
78 Boulevard Grading	SY	300.00	8.00	455.50	3,644.00	455.50	3,644.00	911.00	7,288.00	**303.67***
79 Seeding Type C	SY	300.00	1.65	455.50	751.58	455.50	751.58	911.00	1,503.15	**303.67***
80 Mulching Type 1 - Hydro	SY	300.00	1.65	455.50	751.58	455.50	751.58	911.00	1,503.15	**303.67***
81 Inlet Protection - Existing Inlet	EA	7.00	138.00	7.00	966.00	0.00	0.00	7.00	966.00	100.00
82 Rem & Repl Curb & Gutter	LF	92.00	55.00	26.00	1,430.00	0.00	0.00	26.00	1,430.00	28.26
83 Rem & Repl Pavement 8" Thick Asph	SY	31.00	120.00	13.00	1,560.00	0.00	0.00	13.00	1,560.00	41.94
84 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	46.00	53.00	8.00	424.00	0.00	0.00	8.00	424.00	17.39
85 Repair Manhole	EA	3.00	3,714.00	3.00	11,142.00	0.00	0.00	3.00	11,142.00	100.00
86 Rem & Repl Casting - Std Manhole	EA	3.00	601.00	3.00	1,803.00	0.00	0.00	3.00	1,803.00	100.00

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price ($)	Previous Quantity	Previous Amount ($)	Current Quantity	Current Amount ($)	To Date Quantity	To Date Amount ($)	Percentage Complete(%)
87 Casting to Grade - no Conc	EA	3.00	410.00	3.00	1,230.00	0.00	0.00	3.00	1,230.00	100.00
88 Clean Pipe 24" Dia All Types	LF	200.00	4.30	56.00	240.80	0.00	0.00	56.00	240.80	28.00
89 Clean Pipe 36" Dia All Types	LF	70.00	6.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
90 Clean Pipe 42" Dia All Types	LF	70.00	6.50	70.00	455.00	0.00	0.00	70.00	455.00	100.00
				Section D Sub Total	**32,647.95**		**5,147.15**		**37,795.10**	
Section E										
91 Mobilization	LS	0.00	7,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
92 Traffic Control - Type 1	LS	0.00	750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
93 Boulevard Grading	SY	0.00	32.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
94 Seeding Type C	SY	0.00	3.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00
95 Mulching Type 1 - Hydro	SY	0.00	3.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00
96 Inlet Protection - Existing Inlet	EA	0.00	138.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
97 Rem & Repl Curb & Gutter	LF	0.00	55.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
98 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	0.00	53.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
99 Rem & Repl Pavement 6" Thick Reinf Conc	SY	0.00	55.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100 Remove Pipe All Sizes All Types	LF	0.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101 Rem & Repl Casting - Inlet	EA	0.00	758.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
102 Remove Inlet	EA	0.00	585.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
103 F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	0.00	5,270.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
104 F&I Pipe 24" Dia Reinf Conc	LF	0.00	154.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price ($)	Previous Quantity	Previous Amount ($)	Current Quantity	Current Amount ($)	To Date Quantity	To Date Amount ($)	Percentage Complete(%)
105 Casting to Grade - w/Conc	EA	0.00	508.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
106 Salvage & Install Fence	LF	0.00	114.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
107 Salvage Retaining Wall	SF	0.00	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
108 F&I Casting - Floating Manhole	EA	0.00	1,542.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
109 F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	0.00	9.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
126 Mobilization	LS	1.00	1,200.00	1.00	1,200.00	0.00	0.00	1.00	1,200.00	100.00
127 Repair Pipe 36" Dia	EA	1.00	1,425.00	1.00	1,425.00	0.00	0.00	1.00	1,425.00	100.00
128 F&I Flared End Section 36" Dia Reinf Conc	EA	1.00	2,717.00	1.00	2,717.00	0.00	0.00	1.00	2,717.00	100.00
129 F&I Flared End Section Arch Equiv 24" Corr Steel	EA	2.00	931.00	2.00	1,862.00	0.00	0.00	2.00	1,862.00	100.00
				Section E Sub Total	**7,204.00**		**0.00**		**7,204.00**	

Summary

1. Original Contract Amount	$ 689,391.10
2. Net Change by Change Order	$ 45,852.50
3. Contract Amount To Date	$ 735,243.60
4. Total Work Completed to Date	$ 737,544.70
5. Retainage @ 0.00 % to Date	$ 36,113.72
6. Previous Retainage	$ 36,113.72
7. Retainage This Period	$ 0.00
8. Liquidated Damages	
0.00 Days to Date	$ 0.00

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

0.00 Days to Previous	$ 0.00
0.00 Days This Period	$ 0.00
9. Material on Hand (Payment)	$ 0.00
10. Material on Hand (Recovery)	$ 0.00
11. Adjustments	$ 0.00
12. Total Due to Date	$ 737,544.70
13. Previous Payments	$ 722,171.79
14. Payment Due This Estimate	$ 15,372.91
15. Amount allowed Pay Estimate # 8 - FINAL	$ 15,372.91

WorkFlow History

Status	Pending On	Date	User	Action	Action User	Action Date	Action Notes
Draft	Administrator,Division Head,Project Manager	06/09/2021	rkluck	StageInitialized			

Walter Pirt Dynamics

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SL-21-A1

Type: Change Order #1 & Time Extension

Location: Citywide

Date of Hearing: 6/21/2021

9

Routing	Date
City Commission	6/28/2021
PWPEC File	X
Project File	Jim Mohr

The Committee reviewed the accompanying correspondence from Project Manager, Jim Mohr, for Change Order #1 in the amount of $11,310.00, bringing the total contract amount to $273,807.50, for additional work, along with the associated time extension as described below:

Original Completion Dates	Revised This Memo
Substantial – October 25, 2021 Final – November 25, 2021	Substantial – October 29, 2021 Final – November 29, 2021

Staff is recommending approval of Change Order #1 and the associated time extension.

On a motion by Kent Costin, seconded by Ryan Erickson, the Committee voted to recommend approval of Change Order #1 and the time extension as described above to Strata Corporation.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #1 in the amount of $11,310.00, bringing the total contract amount to $273,807.50 and the associated time extension to Strata Corporation.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Utility Funds

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	Ryan Erickson
Bruce Grubb, City Administrator	☐	☐	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☐	☐	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Jim Mohr, Project Engineer

Date: June 14, 2021

Re: Project No. SL-21-A1 – Change Order #1 & Time Extension

Background:

Project No. SL-21-A1 is for the repair of various street lighting maintenance issues Citywide.

Strata Corporation is the Prime Contractor on this project.

The attached Change Order #1 in the amount of $11,310.00, which will increase the total contract amount to $273,807.50, and the associated time extension is for additional work as shown on the Change Order.

Recommended Motion:

Approve Change Order #1 in the amount of $11,310.00 and the associated time extension to revise the Substantial and Final Completion Dates as shown below:

Original Completion Dates:	Revised This Memo:
Substantial – October 25, 2021 Final – November 25, 2021	Substantial – October 29, 2021 Final – November 29, 2021

JDM/klb
Attachment

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	SL-21-A1	**Change Order No**	1
Project Name	Street Lighting		
Date Entered	6/2/2021	**For**	Strata Corporation

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

EXPLANATION OF CHANGE: added loops and grounding work

added 2 loop locations and grounding work for feed point sites 1-4

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Site 13	63	F&I Detection In-Ground Loop	EA	4.00	0.00	4.00	1.00	5.00	2,000.00	2,000.00
									Site 13 Sub Total ($)	2,000.00
Feedpoint site 1	109	Repair Street Light Miscellaneous	EA	0.00	0.00	0.00	19.00	19.00	85.00	1,615.00
									Feedpoint site 1 Sub Total ($)	1,615.00
Feedpoint site 2	110	Repair Street Light Miscellaneous	EA	0.00	0.00	0.00	27.00	27.00	85.00	2,295.00
									Feedpoint site 2 Sub Total ($)	2,295.00
Feedpoint site 3	111	Repair Street Light Miscellaneous	EA	0.00	0.00	0.00	25.00	25.00	85.00	2,125.00
									Feedpoint site 3 Sub Total ($)	2,125.00
Feedpoint site 4	112	Repair Street Light Miscellaneous	EA	0.00	0.00	0.00	15.00	15.00	85.00	1,275.00
									Feedpoint site 4 Sub Total ($)	1,275.00
Site 33	113	F&I Detection In-Ground Loop	EA	0.00	0.00	0.00	1.00	1.00	2,000.00	2,000.00
									Site 33 Sub Total ($)	2,000.00

Summary

Source Of Funding	Utility Funds - Street Lights - 528
Net Amount Change Order # 1 ($)	11,310.00
Previous Change Orders ($)	0.00
Original Contract Amount ($)	262,497.50

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Total Contract Amount ($) 273,807.50

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
10/25/2021		4.00	4.00	10/29/2021	

Description

APPROVED

For Contractor

Title

Electrical Manager

APPROVED DATE

Department Head

Mayor 6/22/21

Attest

MEMORANDUM

10

TO: CITY COMMISSION

FROM: JEREMY M. GORDEN, PE, PTOE
DIVISION ENGINEER – TRANSPORTATION
NICOLE CRUTCHFIELD, PLANNING DIRECTOR

DATE: JUNE 24, 2021

RE: PUBLIC ART BEYOND DOWNTOWN PROJECT

The Downtown Community Partnership (DCP), Business Improvement District (BID), and The Arts Partnership (TAP) (project team) presented staff with a program to expand art beyond downtown Fargo to other areas of the metro, including wrapping City infrastructure, such as traffic signal boxes and benches located in neighborhoods throughout the City of Fargo. Staff forwarded this request to City Engineering and the Art and Culture Commission's (ACC) Neighborhood subcommittee for initial coordination with the project team.

The project team sought submittals for art through a Call for art. The pieces submitted were reviewed by a selection committee designated by BID, TAP and DCP. Because the program involves wrapping art around City property, the Arts and Culture Commission is required to review the art and recommend approval to the City Commission. The basis of the review is to determine if the art is appropriate on City infrastructure or property. On April 21, the ACC recommended approval of the selected art to the City Commission.

On April 26, 2021, PWPEC recommended approval of the placement of the art on City property, giving the City Engineer (or designee) approval authority. This is similar to how the current wrap program functions in the Downtown area. The ROA is attached to this packet.

The City's role in managing the program is limited. Should the art and placement on City property be approved, the program will be managed entirely by the project team (BID, DCP and TAP) who will coordinate with the Engineering Department prior to each installation. It is anticipated that the project team, the Neighborhood subcommittee, and City staff will convene in the fall to assess the program.

Attached to the packet is the program proposal, an informational handout created by City staff and PWPEC ROA.

Recommended Motion:

"Approve of the art and program proposed by the DCP, BID and TAP for placement of the art on City infrastructure, giving the City Engineer (or designee) approval authority."

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Public Art Beyond Downtown Project

Location: Citywide

Date of Hearing: 4/26/2021

Routing	Date
City Commission	6/28/2021
PWPEC File	X
Project File	Jeremy Gorden, Maegin Elshaug

The Committee reviewed a communication from Division Engineer, Jeremy Gorden, and Planning Coordinator, Maegin Elshaug, regarding a request by the Downtown Community Partnership (DCP), Business Improvement District (BID), and The Arts Partnership (TAP) for a proposed program to expand art beyond downtown Fargo to other areas of the metro that would include wrapping City infrastructure, such as signal boxes and benches located in neighborhoods throughout the City of Fargo.

The project team has sought submittals for art through a call for art, which were reviewed by a selection committee designated by BID, TAP, and DCP. The ACC will review the art at their meeting on Wednesday, April 21, to determine if the art is appropriate on City Infrastructure or property.

Staff is seeking approval of the program proposed by the DCP, BID, and TAP for placement of art on traffic signal boxes and benches and to give the City Engineer approval authority.

On a motion by Tim Mahoney, seconded by Steve Sprague, the Committee voted to recommend approval of the Public Art Beyond Downtown Project and grant approval authority to the City Engineer or designee.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Public Art Beyond Downtown Project and grant approval authority to the City Engineer or designee.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
Jim Gilmour, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☐	☐	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

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

Memorandum

To: Members of PWPEC

From: Jeremy M. Gorden, PE, PTOE, Division Engineer – Transportation
Maegin Elshaug, Planning Coordinator

Date: April 22, 2021

Re: Public Art Beyond Downtown Project

Background:

The Downtown Community Partnership (DCP), Business Improvement District (BID), and The Arts Partnership (TAP) (project team) proposed a program concept to staff of a wrap program to expand art beyond downtown Fargo to other areas of the metro, including wrapping City infrastructure, such as traffic signal boxes and benches located in neighborhoods throughout the City of Fargo. Staff has forwarded this request to City Engineering and the ACC's Neighborhood subcommittee for initial coordination and to learn more about the proposal.

This item is being brought forward to PWPEC to review placement of art on City property. For implementation of the program, the BID will coordinate with the Engineering Department for approval of placement prior to installation. Ultimately, the City Commission will approve of the program and we are asking the City Commission to give the authority of approval of the placement of art to the City Engineer. This is similar to how the current wrap program functions in the Downtown area.

The project team sought submittals for art through a Call for art, which were reviewed by a selection committee designated by BID, TAP and DCP. Because the elements to wrap with art would be located on City property, the Arts and Culture Commission is required to review the art and recommend approval to the City Commission. The criteria for the ACC is to determine if the art is appropriate on City infrastructure or property. The ACC will review the art at their meeting on Wednesday, April 21.

It should be noted that the project team will manage the program, and the City's role is limited. Should the approval of the art and placement on City property be approved, the program will be managed entirely by the project team (BID, DCP and TAP) as they coordinate with the Engineering Department based on the item to be wrapped. It is anticipated that the project team, the Neighborhood subcommittee, and City staff will convene in the fall to learn more about and assess the program.

Attached to the packet is the program proposal and an informational handout created by City staff.

Recommended Motion:

To recommend approval of the program proposed by the DCP, BID and TAP for placement of art on traffic signal boxes and benches, giving the City Engineer approval authority.

JMG/klb

Attachments

Public Art Beyond Downtown Fargo

Exploring Art Initiatives Throughout our Entire Community

(FARGO, N.D. January 18, 2021) While they are ubiquitous, utility boxes and pedestrian benches serve as canvasses for highlighting the work of local artists and contributing to the character of a community. Over the course of the past three years, Downtown Fargo has had numerous utility boxes and pedestrian benches artistically wrapped proudly displaying local artists. With the success of the current public art, the Downtown Community Partnership (DCP), Fargo Business Improvement District (BID), and The Arts Partnership (TAP) are excited to further develop this opportunity for place-making endeavors as a part of a broader effort to beautify additional neighborhoods within the Fargo, West Fargo, and Moorhead communities.

The DCP, BID and TAP are in the process of creating an online catalog of artwork in an effort to promote and showcase local artists within the Fargo, West Fargo, and Moorhead communities. It has been shown that public art is not only important to beautifying an area and making it more inviting for its citizens, but it also adds value to all the surrounding areas, which inspired us to reach out to you.

We are asking for your assistance and approval to continue to expand this project outside of the Downtown Fargo community. There are so many talented artists within our neighborhoods and plenty of blank canvases waiting for an artistic makeover. We believe synergy and collaboration amongst the tri-city area will bring a creative solution to show our support for public art.

Our goal is to implement this public art project Early Spring 2021 with hopes to expand throughout the community.

We look forward to hearing from you.

Thank you,

Melissa Brandt
President/CEO
Downtown Community Partnership
president@downtownfargo.com

Christopher Schlepp
Operations Manager
Business Improvement District
chris@downtownfargo.com

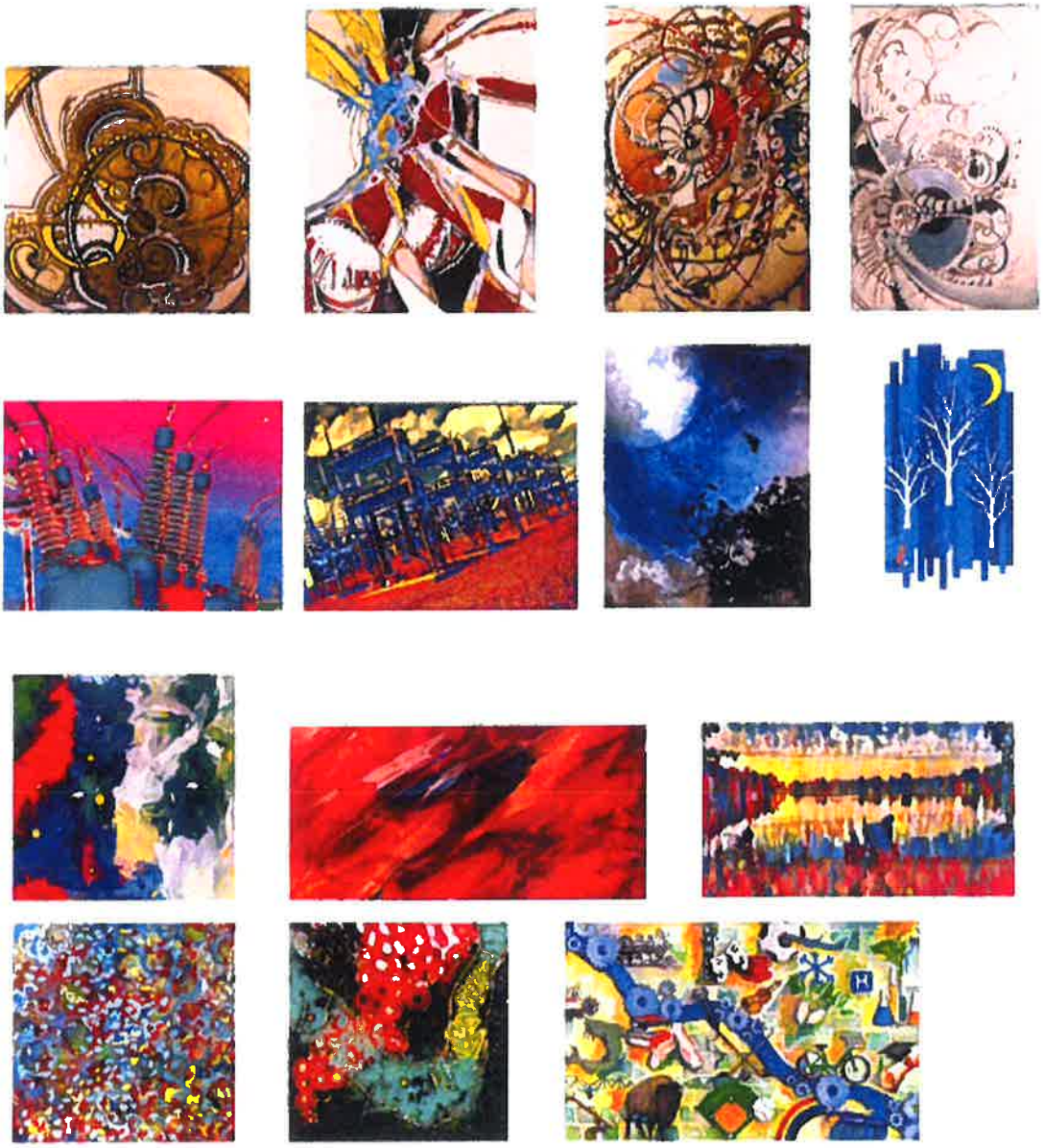
Dayna Del Val
President/CEO
The Arts Partnership
dayna@theartspartnership.net

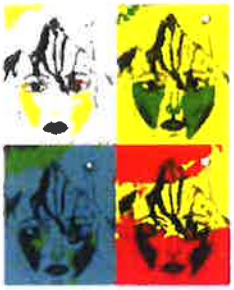
On the following pages you will find the artwork selected for this project. These pieces will be digitally catalogued giving the viewer the opportunity to peruse and select local art to transform the object of choice.

In addition, each piece of art will only be printed on **one** utility box or similar space to ensure there are no multiple prints of the same design throughout the area.

The online catalog will allow a user to select a piece of artwork by clicking "Reserve Art Now". Once selected that design is then greyed out indicating it is no longer available. The user will then select what type of canvas will be wrapped and be given the cost of the total project.

If the user agrees upon the cost, they will submit via the website and the process will begin in getting their canvas wrapped with the selected artwork.





What:

The City of Fargo received a proposal for a new program from the Downtown Community Partnership (DCP), Business Improvement District (BID), and The Arts Partnership (TAP), Public Art Beyond Downtown Fargo – Exploring Art Initiatives Throughout our Entire Community. The project proposes to wrap private spaces, such as doors and walls, and public infrastructure, such as traffic signal boxes and benches.

How it will work:

TAP website hosts catalog of artist images, where a user selects an image and type of canvas. TAP then notifies BID, who works with a printing company to determine price. Price gets communicated back to user. If user wishes to proceed, user agrees through website to begin wrap installation. BID coordinates/manages installation. Cost example: A traffic signal box will cost approximately $1,000 ($100 for each DCP, BID, and TAP; $250 for artist; ~ $450 for image format and installation).

Important Note: This program is managed by DCP/BID/TAP. The City's primary role in facilitating the program is guiding through approval procedures, and approving of traffic signal box and bench locations.

Private Property: Program can proceed without City. City is not involved in private projects.

On City infrastructure, additional coordination is needed:

Responsibility Summary:

- Who manages the program: DCP/BID/TAP
- Who manages the catalog/website: TAP
- Who manages the money: TAP/BID
- Who owns the art: Through TAP/BID (not City)
- Who coordinates and oversees installation: BID
- **Approve of locations: City of Fargo**
- **Who maintains or removes (on public infrastructure only): City of Fargo**
- Promotion and advertising of the program: DCP/BID/TAP (City will share through existing social media channels, but not actively promote)

City Approvals Needed:

Two approvals need to happen in tandem: The art itself on public infrastructure (for appropriateness) and for improvements on public infrastructure. This is the same process as we have for the art within the BID's downtown area through agreements with the DCP.

Project needs:

- Communications mechanism for project request and approval from BID to COF Engineering (project management team)
- Tracking system of art on public infrastructure (by project management team)
- City tracking of any maintenance costs associated for program monitoring

ART WRAP ATTACHMENT AGREEMENT
FOR PLACEMENT ON CITY OWNED STRUCTURES IN THE PUBLIC RIGHT OF WAY

This Agreement is made by and between the City of Fargo, North Dakota, with its principal offices located at 225 Fourth Street North, Fargo, North Dakota 58102, hereinafter designated "City", the Downtown Community Partnership BID, a North Dakota non-profit corporation with its principal offices located at 207 4th Street North, Fargo, North Dakota, 58102, hereinafter designated as "BID", The Downtown Community Partnership, a North Dakota non-profit corporation with its principal offices located at 207 4th Street North, Fargo, North Dakota, 58102, hereinafter designated as "DCP", and The Arts Partnership of the Red River Valley, a North Dakota nonprofit corporation, with its principal offices located at 1104 2nd Avenue South, Suite 315, Fargo, North Dakota, hereinafter designated as "TAP".

WHEREAS, City owns and controls certain city owned structures, including utility boxes, electrical pedestals, traffic light appurtenances, and other similar structures within the public right-of-way ("PROW") in the City of Fargo, North Dakota; and

WHEREAS, BID, in association with the Arts and Culture Commission of the city of Fargo ("ACC") and TAP, desire to install and maintain art wraps consisting of laminate plastic wrap on city owned structures; and

WHEREAS, BID and TAP have established a program for the private acquisition of the art wraps to be privately funded and installed by BID on city owned structures of artwork approved by the ACC and City Commission for this purpose; and

WHEREAS, City agrees to permit the attachment of the approved art wraps, a catalog of which are to be housed on the TAP website for viewing and selection by interested community members; and

WHEREAS, City and BID desire to enter into this Agreement to define the general terms and conditions that will govern their relationship with respect to the placement of the approved art wraps on the city owned structures.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto, for themselves,

their successors and assigns, do hereby covenant and agree as follows:

1. BID shall secure written approval of the location of the city owned structure before any work is completed.

2. The primary use and purpose of the city owned structure is to serve a public purpose, for the City's and its inhabitant's benefit. City's permission to attach the art wrap to the structures is conditioned on BID's waiver of any and all liability or damages for any damage or harm that may occur to the art wrap during normal City operations.

3. BID agrees to install the art wraps in such a manner as to not interfere with the public purpose of the structure. In particular, BID agrees to install the art wraps as follows:

a) The intake and exhaust vents may not be blocked or obstructed in any way;

b) The keyhole access may not be blocked;

c) The doors and cabinet accesses must be operational at all times; and

d) The meters may not be covered or obstructed in any way.

4. BID shall notify City within 5 working days when the art wrap installation is complete in order to allow City inspection and approval. BID shall be responsible for all damages, if any, caused by the art wrap prior to City inspection and approval.

5. TAP understands and agree that the approved catalog of art may not be changed, amended, modified, increased or deleted without first obtaining written approval from City.

6. City shall assume responsibility for the art wrap upon written acceptance, and shall be responsible for all maintenance of the art wrap. City shall, in its sole discretion, take such actions as is necessary to repair or clean the art wrap on the city owned structure.

7. City shall have complete and sole discretion to completely remove the art wrap from the city owned structure if at any time the wrap becomes damaged or unsightly beyond reasonable repair, if the wrap fades, is marred or sustains graffiti marking, or is otherwise in an unacceptable condition.

8. City may remove one or more of the art wraps if City determines in its discretion that such removal is necessary for the protection of public health, safety and welfare, if the art wrap in any way interferes with the use of the PROW or City facilities or services, or for any other reason deemed appropriate in the City sole discretion.

9. In no event shall City be responsible for any costs associated with the development and installation of the art wrap on the city owned structure, and shall have no liability for its damage, destruction or removal at any time.

10. The term of this Agreement is 3 years. If after the initial term the parties wish to continue to install approved art wraps, City shall consider an extension in good faith, taking into account the additional costs associated with maintenance, repair and removal of the art wraps from the city owned structures.

11. BID will not transfer or assign this Agreement or any of the BID's rights or obligations under this Agreement without the express written consent of City.

12. Governing Law. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.

13. No Forbearance. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City to enforce each and every term of this Agreement.

14. Survival of Agreement. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.

15. Time is of the Essence. Time is of the essence of all of the BID's obligations under this Agreement.

16. Entire Agreement. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.

17. Modifications. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

(Signatures on following pages)

Dated this _____ day of _____, 2021.

Downtown Community Partnership BID, a
North Dakota nonprofit corporation

By: Chris Schlepp

Its: BID Ops Manager

Dated this _____ day of _____, 2021.

Downtown Community Partnership , a
North Dakota nonprofit corporation

By: Development Coordinator

Its: Lora Larson

Dated this _____ day of _____, 2021.

The Arts Partnership of the Red River Valley, a
North Dakota nonprofit corporation

Dayna K. DelVal

By: Dayna K. DelVal

Its: President & CEO

Dated this _____ day of _____, 2021.

City of Fargo, a North Dakota Municipal Corporation

_____

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

ATTEST:

_____

Steve Sprague. City Auditor

11

CITY OF FARGO
GENERAL FUND - BUDGET TO ACTUAL
THROUGH MAY 2021
(UNAUDITED)

	2021 BUDGET	2021 ACTUAL	VARIANCE
REVENUES:			
Taxes	$ 30,521,720	$ 30,756,335	$ 234,615
Licenses & Permits	2,076,654	2,390,041	313,387
Fines & Traffic Tickets	832,694	657,686	(175,008)
Intergovernmental Revenue	4,961,367	5,132,478	171,111
Charges for Services	4,203,879	2,986,366	(1,217,513)
Interest	1,199,660	947,686	(251,974)
Miscellaneous Revenue	296,050	605,121	309,071
Transfers In	5,484,450	4,881,529	(602,921)
Total Revenues	**$ 49,576,474**	**$ 48,357,242**	**$ (1,219,232)**
EXPENDITURES:			
City Administrator	$ 3,911,940	$ 3,789,269	$ 122,671
Finance	2,939,767	2,513,492	426,275
Planning & Development	2,066,353	1,870,123	196,230
Public Works	6,732,411	5,590,560	1,141,851
Fire Department	5,216,665	5,246,095	(29,430)
Police	8,678,210	8,376,574	301,636
Health	4,579,434	4,498,263	81,171
Library	1,859,336	1,822,724	36,612
Commission	361,393	264,938	96,455
Civic Center	-	-	-
Social Services	536,799	534,952	1,847
Capital Outlay	181,177	39,332	141,845
Vehicle Replacement/IT	10,180	95,738	(85,558)
Contingency	(437,320)	(377)	(436,943)
Transfers Out	3,485,478	3,599,775	(114,297)
Total Expenditures	**$ 40,121,823**	**$ 38,241,458**	**$ 1,880,365**
Excess of Revenue Over (Under) Expenditures	**$ 9,454,651**	**$ 10,115,784**	**$ 661,133**

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

PublicHealth
Prevent. Promote. Protect.
Fargo Cass Public Health

12

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING DF
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 16, 2021

RE: PURCHASE OF SERVICE AGREEMENT WITH CASS COUNTY HUMAN SERVICE ZONE BOARD FOR IN HOME SERVICES PROVIDED BY FCPH

The following purchase of service agreement is with Cass County Service Zone Board for Fargo Cass Public Health to provide in home services ($7.31 a unit for homemaker services and $7.31 a unit for personal care services) to residents that qualify for the services.

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

Suggested Motion: Move to approve purchase of service agreement with Cass County Service Zone Board with FCPH.

DF/lls
Enclosure

PURCHASE OF SERVICE AGREEMENT

WHEREAS, the Cass County Human Service Zone Board (CCHSZB) 1010 2nd Ave. S, Fargo, ND 58103 has determined the services referred to in the paragraph entitled "Scope of Service" should be purchased: and

WHEREAS Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103

(Provider), proposes to provide those services.

NOW, THEREFORE, the CCHSZB and Provider enter into the following:

AGREEMENT

I. TERM OF THE AGREEMENT:
The term of this agreement shall be from January 1, 2021 through December 31, 2021.

II. SCOPE OF SERVICE:
The Provider agrees to render in-home services to eligible individuals (Recipients) in Cass County, North Dakota. The Provider understands and agrees that eligibility will be determined solely by CCHSZB. The Provider agrees that the specific services to be provided Recipients, the definitions of those services, and related manual chapters are those set forth in Addendum B. In rendering services, the Provider agrees to abide by the provisions of the North Dakota Department of Human Services Manual Chapter Policies and Procedures.

The Provider understands and agrees that the CCHSZB will inform the Provider of the name of the Recipients of services under the terms of this Agreement. The Provider further agrees to designate an individual to negotiate with a similarly designated individual from the CCHSZB for the specific services to be provided Recipients, the number of units of service to be provided Recipients, and the compensation for Recipients as set forth in paragraph III herein.

III. COMPENSATION:

A. Compensation under the terms of this agreement shall not exceed the maximum amount allowed for the service provided under the terms of this contract. The maximum amount allowed for the service is set forth in Addendum B.

B. The Provider understands and agrees that:
   1. Travel time will not be billed nor paid.
   2. The contracted rates are the maximum allowable and will cover all costs to provide a unit of service, as defined by this contract. CCHSZB makes no guarantee of the number of hours that will be referred for service.
   3. No release time or cancel time will be billed.
   4. Supervisory time, charting time, training, client reassessment, and all other activities relating to program management are built into the rate.

agreement, and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. TERMINATION:

This contract may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing, and delivered by certified mail or in person.

The CCHSZB may terminate this contract effective upon delivery of written notice to the Provider, or at such later date as may be established by the CCHSZB, under any of the following conditions:

A. If CCHSZB funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.

B. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

C. If any license or certificate required by law or regulations to be held by the Provider to provide the services required by this contract is for any reason denied, revoked, or not renewed.

D. If the Qualified Service Provider (QSP) rate is increased by the State in July, discussions will occur which may result in modifications to accommodate for a potential increased rate.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

The CCHSZB by written notice of default, including breach of contract, to the Provider may terminate the whole or any part of this agreement:

A. If the Provider fails to provide services provided under the terms of this contract within the time specified herein or any extension thereof; or

B. If the Provider fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the CCHSZB, fails to correct such failures within 10 days or such longer period as the CCHSZB may authorize. The rights and remedies of the CCHSZB provided in the above clause related to defaults, including breach of contract, by the Provider shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

IX. ACCESS TO RECORDS:

The CCHSZB, ND Department of Human Services, Office of Attorney General of the State of North Dakota, the Federal Government, the Cass County States Attorney's Office and others at its direction, and their duly authorized representatives, shall have access to the books, documents, paper and records of the Provider which are pertinent, as reasonably determined by the CCHSZB, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

against the other party, each party will pay for half the combined attorney's fees and legal defense costs incurred on or before the date, or the amount of such fees and costs covered by the CCHSZB's liability coverage or self-retention fund, whichever is less. After that date, the remaining party will be responsible for its own attorney's fees and legal defense costs. The CCHSZB shall provide such reimbursement in accordance with the Special Assistant Attorney General Billing policy within thirty (30) days after the total amount of reimbursement can be determined.

Provider shall secure and keep in force during the term of this Agreement, from a company or pool authorized to provide the coverage in this County, general liability and errors and omissions coverage with minimum liability limits of $250,000 per person and at least $5000,000 per occurrence covering its officers, employees, and agents for any and all claims of any nature which may in any manner result from or arise out of this Agreement. Provider shall furnish a certificate of insurance or memorandum of coverage and any endorsements required under this agreement to the undersigned County representative prior to commencement of this agreement, and shall also provide at least thirty (30) days' notice before such coverage of endorsements are canceled or modified.

Provider shall also secure from its insurance company or government self-insurance pool a limited endorsement stating that the company or pool will provide a legal defense to Cass County and the CCHSZB, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against Cass County and the CCHSZB, its officers, employees or agents which in any manner result from or arise out of this agreement. Such legal defense is not required if Cass County and the CCHSZB refuses to waive a potential conflict of interest that can be waived under the North Dakota Rules of Professional conduct. Said endorsement shall also provide that any attorney representing Cass County and the CCHSZB, its officers, employees or agents under this clause must first qualify and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under NDCC. Section 54-12-08 and agree to follow the Special Assistant Attorney General Billing Policy.

XX. SEVERABILITY:

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

XXI. WAIVER:

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

XXII. MERGER CLAUSE:

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

Addendum A

PROVIDER ASSURANCES

A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the city and county in which the services purchased hereunder are provided will be complied with in full for the duration of this contract.

B. No qualified person (s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.

C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age or handicap. In addition, the Provider agrees to abide by Executive Order No. 11246, as amended by Executive Order No. 11375, which prohibits discrimination because of sex.

D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.

E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with the county or the Provider's responsibilities with respect to services purchased hereunder.

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

G. The Provider shall not assign this agreement.

H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.

I. The Provider assures they have met the Basic National Standards for Homemaker/Personal Care Aide Services listed as follows:

STRUCTURE:

Standard I. There shall be legal authorization to operate the agency.

Standard II. There shall be a duly constituted authority and a government structure for assuring responsibility and for requiring accountability for performance.

Standard III. There shall be compliance with all legislation relating to prohibition of discriminatory practices.

Standard IV. There shall be responsible fiscal management.

Addendum B

DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	$7.31/15 min.	7 units/visit 26 visits/year	$29.24/hr of direct client time

DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
The intermittent or occasional provision of personal support care tasks/activities that enables an individual to maintain as much independent and self-reliance as possible to continue living in their home.	$7.31/15 min.	$30,000/year	$29.24/hr of direct client time

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13

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 16, 2021

RE: NOTICE OF GRANT AWARD FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS AND RESPONSE WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH PHEP ALL HAZARDS ALLOCATION
NO. G21.008 CFDA 93.069 $17,232.00

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

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

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

DF/lls
Enclosure

NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH

SFN 53771 (01-2020)

Grant Number G21.008	CFDA Name Public Health Emergency Preparedness (PHEP)		CFDA Number 93.069
FAIN Number NU90TP922054	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 7/1/2021	Grant End Date 6/30/2022
Federal Award Date 5/20/2021	Federal Awarding Agency Department of Health and Human Services		

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

Title of Project/Program PHEP – EPR All Hazards Allocation	North Dakota Department of Health (NDDoH) Project Code 6611HLH5272-11
Grantee Name Fargo – Cass Public Health	Project Director Tim Wiedrich
Address 1240 – 25th Street South	Address 1720 Burlington Drive
City/State/ZIP Code Fargo, ND 58103-2387	City/State/ZIP Code Bismarck, ND
Contact Name Desi Fleming	Contact Name Juli Sickler
Telephone Number 701-241-1360	Telephone Number 701-328-2293
Email Address dfleming@fargond.gov	Email Address jsickler@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	$17,232	$0	$17,232
Previous Funds Awarded	$0	$0	$0
Total Funds Awarded	$17,232	$0	$17,232
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimus rate of 10%	☐ Negotiated/Approved rate of %

Scope of Service

Grantee will complete the activities identified in Attachment A.

Reporting Requirements

Expenditure reports must be submitted within 30 days of incurring the expense to the North Dakota Department of Health (NDDoH). Final expense report for the period ending June 30, 2022, must be received by July 15, 2022. A mid-year progress report, as prescribed by the NDDoH, must be submitted by January 28, 2022, for the period of July 1, 2021, through December 31, 2021. A year-end progress report, as prescribed by the NDDoH, must be submitted by August 31, 2022, for the period of January 1, 2022, through June 30, 2022. Payments will be processed upon Department approval of expenditure reports and progress reports.

Special Conditions

The language contained within the Centers for Disease Control and Prevention Grant Award issued to the Department of Health is attached by reference and made a part of this agreement.

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, 2021, to June 30, 2023 [Fiscal Services Use Only: ☐ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 06/16/2021	Signature Desi Fleming	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Public Health Director		Typed Name/Title of Authorized Representative Tim Wiedrich, Section Chief Health Resources and Response	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	

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

G21.008
Fargo – Cass Public Health
Attachment A: FY2021-2022 BP3

The following activities are required for reimbursement through this award:

1. Participate in one (1) state-hosted exercise. Quarterly exercises are held with the PHEP Statewide Response Team and are open for participation from local public health employees.
2. Attend 75% of state-hosted videoconference meetings. Bi-monthly videoconference meetings will be held with local public health administrators throughout this budget period.
3. Participate in three (3) HAN (Health Alert Network) call-down drills as conducted by the PHEP - EPR Office. HAN call-down drills are conducted quarterly throughout the budget period.
4. Conduct one (1) full-scale POD (Point of Dispensing) exercise within your jurisdiction every five (5) years as approved by the NDDoH. Annual influenza clinics will be considered a full-scale exercise and count towards this requirement if the clinic is conducted with the POD location outlined in the jurisdiction's plans and the activity conducted within the POD closely resembles the activity described in the POD plan. An AAR/IP (After Action Report/Improvement Plan) shall be completed and loaded into the HAN Document library for each exercise.

The following activities are eligible for reimbursement through this award. Eligible expenses include equipment, office supplies, travel, salaries for public health employees, rent, utilities, connectivity fees, maintenance agreements, IT software, contracts for professional services, training and professional development costs.

1. Active participation in local/regional emergency preparedness and response planning committees.
2. Assist PHEP Statewide Response Team with maintenance of current local emergency operations plans (updates should occur every six (6) months). All plans should be available in the HAN Document Library i.e. local all hazards plans, pandemic influenza plans, risk communications plans, POD plans, etc.
3. Work with the PHEP Statewide Response Team to conduct quarterly call down drills of the local POD groups, local public health response groups, and local public health groups. Maintain accurate contact information for these groups throughout the budget period.
4. Maintain 24/7/365 access to knowledgeable public health personnel through a locally published phone number.
5. Public health response personnel may complete the following NIMS courses: ICS100, ICS200, ICS700 and ICS800. Additionally, department operation center incident commanders and section chiefs should complete the following NIMS courses: ICS300 and ICS400.
6. Work with the PHEP Statewide Response Team in assisting long term care facilities to develop emergency operations plans for their facilities and invite those representatives to participate in local community preparedness and response meetings.
7. Work with PHEP Statewide Response Team to develop and administer workshops and tabletop exercises for local emergency operations plans to identify gaps in community recovery.

Other activities may be eligible for funding as mutually agreed upon in writing between the local public health unit and the North Dakota Department of Health Emergency Preparedness Division.

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14

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 16, 2021

RE: NOTICE OF GRANT AWARD FOR EMERGENCY PREPAREDNESS AND RESPONSE WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH PHEP/EPR STATEWIDE MANAGEMENT TEAM
NO. G21.031 CFDA NO. 93.069, $220,105

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

No budget adjustment is required for this contract.

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

Suggested Motion: Move to approve the contract for the Public Health Emergency Preparedness Response/Statewide.

DF/lls
Enclosure

NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH

SFN 53771 (01-2020)

Grant Number G21.031	CFDA Name Public Health Emergency Preparedness (PHEP)		CFDA Number 93.069
FAIN Number NU90TP922054	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 7/1/2021	Grant End Date 6/30/2022
Federal Award Date 5/20/2021	Federal Awarding Agency Department of Health and Human Services		

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

Title of Project/Program PHEP – EPR Statewide Response Team	North Dakota Department of Health (NDDoH) Project Code 6611HLH5272-11
Grantee Name Fargo – Cass Public Health	Project Director Tim Wiedrich
Address 1240 – 25th Street South	Address 1720 Burlington Drive
City/State/ZIP Code Fargo, ND 58103-2387	City/State/ZIP Code Bismarck, ND
Contact Name Desi Fleming	Contact Name Juli Sickler
Telephone Number 701-241-1360	Telephone Number 701-328-2293
Email Address dfleming@fargond.gov	Email Address jsickler@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	$220,105	$0	$220,105
Previous Funds Awarded	$0	$0	$0
Total Funds Awarded	$220,105	$0	$220,105
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimus rate of 10%	☐ Negotiated/Approved rate of %

Scope of Service

Grantee will complete the activities identified in Attachment A.

Reporting Requirements

Expenditure reports must be submitted within 30 days of incurring the expense to the North Dakota Department of Health (NDDoH). Final expense report for the period ending June 30, 2022, must be received by July 15, 2022. A mid-year progress report, as prescribed by the NDDoH, must be submitted by January 28, 2022, for the period of July 1, 2021, through December 31, 2021. A year-end progress report, as prescribed by the NDDoH, must be submitted by August 31, 2022, for the period of January 1, 2022, through June 30, 2022. Payments will be processed upon Department approval of expenditure reports and progress reports.

Special Conditions

The language contained within the Centers for Disease Control and Prevention Grant Award issued to the Department of Health is attached by reference and made a part of this agreement.

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, 2021, to June 30, 2023 [Fiscal Services Use Only: ☐ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 06/15/2021	Signature Desi Fleming	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Public Health Director		Typed Name/Title of Authorized Representative Tim Wiedrich, Section Chief Health Resources and Response	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	

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

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15

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 21, 2021

RE: NOTICE OF GRANT AWARD AMENDMENT FROM NORTH DAKOTA DEPARTMENT OF HEALTH FOR TOBACCO PREVENTION AND CONTROL PROGRAM
CONTRACT NO. G21.201, $422,269

The following Notice of Grant Award Amendment with North Dakota Department of Health is for the Tobacco Prevention and Control Program. No budget adjustment is required for this contract for $422,269.

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

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

DF/lls
Enclosure

NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH

SFN 53771 (01-2020)

Grant Number G21.201	CFDA Name Not applicable		CFDA Number Not applicable
FAIN Number Not applicable	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 7/1/2021	Grant End Date 6/30/2022
Federal Award Date Not applicable	Federal Awarding Agency Not applicable		

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

Title of Project/Program Local Public Health Unit Tobacco Prevention and Control Program	North Dakota Department of Health (NDDoH) Project Code 4571 HL 1248 01
Grantee Name Fargo Cass Public Health	Project Director Neil Charvat
Address 1240 25th St S	Address 600 E. Boulevard Ave., Dept. 301
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58505-0200
Contact Name Desi Fleming	Contact Name Abby Erickson
Telephone Number 701-241-1380	Telephone Number 701-328-3337
Email Address dfleming@fargond.gov	Email Address abbyerickson@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	$422,269	$0	$422,269
Previous Funds Awarded	$0	$0	$0
Total Funds Awarded	$422,269	$0	$422,269
Indirect Rate (Check One)	☐ Subrecipient waived indirect costs	☒ De minimus rate of 10%	☐ Negotiated/Approved rate of %

Scope of Service

Grantee will implement Tobacco Prevention and Control Program (TPCP) services in accordance with the Grantee's TPCP work plan and budget as approved by the North Dakota Department of Health (Department). Grantee will follow the *Centers for Disease Control and Prevention (CDC) Best Practices for Comprehensive Tobacco Control Programs 2014* as approved by the Department to conduct TPCP services within its service area.

Reporting Requirements

Grantee must submit at least quarterly a request for reimbursement on the Program Reporting System (PRS) by the 15th of the following month.

Grantee must submit a quarterly progress report of activities completed as described in the Grantee's approved work plan and budget.

Final request for reimbursement for the period ending June 30, 2022 must be received by July 15, 2022.

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, 2021 to June 30, 2023 [Fiscal Services Use Only: ☐ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 6/22/21	Signature Desi Fleming	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Public Health Director		Typed Name/Title of Authorized Representative Susan M. 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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16

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 24, 2021

RE: CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH FOR WOMEN'S WAY PROGRAM
CONTRACT NO. G19.858 CFDA No. 93.898 $132,250

The attached contract for $132,250 with the North Dakota Department of Health is for the Women's Way program.

2021 Revenue		
Women's Way	101-0000-331-12-02	$67,535
2021 Expense		
Contract Services	101-6040-451-38-11	$67,535

Suggested Motion: Move to approve the North Dakota Department of Health contract for the Women's Way program.

DF/lls
Enclosure

NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH

SFN 53771 (01-2020)

Grant Number G19.1344	CFDA Name WW Fed: Cancer Prevention and Control for States, Territorial and Tribal Organizations. WW Special: Not applicable.		CFDA Number WW Fed: 93.898 for $175,330 WW Special: Not applicable for $13,750
FAIN Number WW Fed: NU58DP006282 WW Special: Not applicable	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 6/30/2021	FAIN Number WW Fed: NU58DP006282 WW Special: Not applicable
Federal Award Date WW Fed: 05/10/2021 WW Special: Not applicable	Federal Awarding Agency WW Fed: Department of Health and Human Services. WW Special: 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 *Women's Way*	North Dakota Department of Health (NDDoH) Project Code WW Fed: 4521 HLH 5212 01; $175,330 WW Special: 4521 HLH 5212 02; $13,750
Grantee Name Fargo Cass Public Health	Project Director Susan Mormann
Address 1240 25th Street South	Address 600 East Boulevard Avenue, Dept. 301
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58505-0200
Contact Name Kristina Kluth	Contact Name Susan Mormann
Telephone Number 701-298-6918	Telephone Number 701-328-2472
Email Address kkluth@FargoND.gov	Email Address smormann@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	$189,080	$0	$189,080
Previous Funds Awarded	$0	$0	$0
Total Funds Awarded	$189,080	$0	$189,080
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimus rate of 10%	☐ Negotiated/Approved rate of %

Scope of Service

Grantee will administer and manage *Women's Way* to conduct the North Dakota Breast and Cervical Cancer Early Detection Program within its mutually agreed upon service area. Grantee to follow the *Women's Way* Local Coordinating Unit (LCU) Policy and Procedure Manual as provided. Grantee will attend the bi-monthly teleconferences, the annual face-to-face local coordinating unit meeting and/or any mandatory training required by the state office. Screening goal, new client recruitment, provider-clinic consultations, and community-clinical linkages are further defined in Attachment A.

Reporting Requirements

Reporting requirements are defined in Attachment A.

Special Conditions

The Department must pre-approve all materials developed using *Women's Way* funds and/or logo.

Note: Health care reform and state appropriations may affect the amount of funding available in subsequent periods.

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

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 6/24/21	Signature Desi Fleming	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Susan M. 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.

Clinical Community Linkages (CCLs) help to connect health care providers, community organizations, and public health agencies in order to support community access to resources that help prevent, manage, or reduce risks of cancer and other chronic diseases. The goals of CCL include the following:

- Develop partnerships across public health, communities, and health care professionals.
- Promote healthy behaviors and environments by coordinating health care delivery, public health, and community-based activities.
- Encourage community engagement in coordinating services and developing linkages.

The community sector is composed of organizations that provide services, programs, or resources to community members in non-health care settings. Examples may include community pharmacies (as opposed to a pharmacy in a health care setting, such as a hospital); employers; faith-based organizations; community centers; salons and barbershops; and nonprofit organizations such as the YMCA.

The clinical sector is composed of organizations that provide services, programs, or resources directly related to medical diagnoses or treatment of community members by health care workers (e.g., physicians, nurses, nursing assistants, physical therapists, emergency medical service personnel, dentists, pharmacists, laboratory personnel) in health care settings. Examples may include community clinics; single practices; group clinics; rural clinics; Qualified Health Centers (e.g., community health centers, public housing, primary care programs, migrant health centers); and hospitals.

Grantee agrees to facilitate no fewer than four community-clinical linkages events/strategies per program year.

- Conduct community outreach, provide patient education about risk factors and preventive health behaviors, identify eligible women for screening, and address barriers to care.

- Navigate women to community resources, medical homes, or health care systems for cancer screening, diagnostic, and/or treatment resources.

- Work with community partners to reach disparate populations and use culturally appropriate interventions that are tailored for the communities for which they are intended.

- Facilitate or refer to Medicaid Expansion or health insurance enrollment, if applicable. Track and report number of women referred.

Reporting Requirements

- Accurately completed forms, navigation encounters, provider-clinic consultations, and the monthly electronic submission of up-to-date data from the *Women's Way* data system (CaST), will be submitted by the 5th of the following month.

- Grantee agrees to submit completed evaluation reports via Qualtrics as requested.

- Grantee agrees to submit reimbursement requests electronically each month through the Program Reporting System (PRS). Reimbursement will be based on expenditures outlined in Grantee's approved budget and will be processed upon Department receipt and approval of the request for reimbursement (RFR), supporting documentation, and CaST data. The RFR for June 30, 2021 must be received by July 15, 2021. The final RFR for the period ending June 29, 2022 must be received by the Department on or before July 15, 2022.

- Failure to submit the required reports, attend the bi-monthly conference calls and face-to-face local coordinator's meetings, required trainings and/or make adequate progress toward screening and new client enrollment goal will result in the re-evaluation of services and funding.

THE CITY OF Fargo FAR MORE

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Fargo, ND 58103-2367
Phone: 701.241.1360 | Fax: 701.241.1366
www.FargoCassPublicHealth.com

Public Health
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17

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 23, 2021

RE0: PURCHASE OF SERVICE AGREEMENT ER21.008 WITH NORTH DAKOTA DEPARTMENT OF HEALTH FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS/ EMERGENCY RESPONSE SERVICES FROM FARGO CASS PUBLIC HEALTH

The attached Purchase of Service Agreement is with North Dakota Department of Health Department Operations Center with Fargo Cass Public Health to provide personnel resources as requested.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the purchase of service agreement with North Dakota Department of Health.

DF/lls
Enclosure

PURCHASE OF SERVICE AGREEMENT

NORTH DAKOTA DEPARTMENT OF HEALTH

SFN 53772 (01-2020)

Contract Number ER21.008	CFDA Name Public Health Emergency Preparedness		CFDA Number 93.069
FAIN Number NU90TP922054	Contract Type (Check One) ☒ Acquisition ☐ Research	Start Date 7/1/2021	End Date 6/30/2023
Federal Award Date 5/20/2021	Federal Awarding Agency Department of Health and Human Services		

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

Title of Project/Program Emergency Response Services	North Dakota Department of Health (NDDoH) Project Code 6611 HLH5272-11
Contractor Name Fargo Cass	Project Director Tim Wiedrich, Section Chief
Address 1240 – 25th Street South	Address 1720 Burlington Drive
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58504
Contact Name Desi Fleming	Contact Name Juli Sickler, PHEP – Division Director
Telephone Number 701-241-1360	Telephone Number 701-328-2270
Email Address dfleming@fargond.gov	Email Address jsickler@nd.gov

	NDDoH Cost Share	Contractor Cost Share	Total Costs
Amount Awarded	See Special Conditions	$0	See Special Conditions
Previous Funds Awarded	$0	$0	$0
Total Funds Awarded	See Special Conditions	$0	See Special Conditions

Scope of Service

Contractor agrees to provide personnel resources as requested by the North Dakota Department of Health (NDDoH) Department Operations Center (DOC) as mutually agreed upon by the Contactor. Responding personnel must be currently employed with the identified agency. Contractor's personnel resources for response must be approved by the DOC prior to deployment.

Reporting Requirements

Time logs must be submitted to reflect the hours worked of each responder. Mileage logs must be submitted to verify mileage payment. Final invoices must be submitted within 30 days of the Emergency Declaration ending or no later than July 15, 2023.

Special Conditions

The language contained within the Centers for Disease Control and Prevention grant award is attached by reference and made part of this agreement.

This Purchase of Service Agreement is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum for Purchase of Service Agreements issued by the NDDoH as signed by Contractor for the period of July 1, 2021 to June 30, 2023 [Fiscal Services Use Only: ☐ Requirements Received] and (2) applicable State and Federal regulations.

Evidence of Contractor's Acceptance		Evidence of NDDoH Acceptance	
Date 6/24/21	Signature Desi Fleming	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Tim Wiedrich, Section Chief Health Resources and Response	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	

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

THE CITY OF Fargo FAR MORE

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18

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 23, 2021

RE: AGREEMENT FOR $9,900 WITH INDEPENDENT CONTRACTOR, ZACH BRUNS FOR SERVING AS LOGISTICS AND OPERATIONS SUPPORT FOR THE COVID-19 INCIDENT COMMAND STATION

The attached agreement for services with Zach Bruns is to serve as the Logistics and Operations Support for the COVID-19 Incident Command. The cost of this contract will be covered by the CARES funding. The cost will not exceed a total of of $9,900.

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

Suggested Motion: Move to approve the agreement with Zach Bruns.

DF/lls
Enclosure

THE CITY OF Fargo FAR MORE

AGREEMENT FOR SERVICES

Fargo Cass Public Health
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THIS AGREEMENT, effective the 28th day of June 2021, by and between Fargo Cass Public Health ("FCPH"); and Zach Bruns.

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 June 28, 2021, through December 31, 2021.

B. **Services to be provided by independent contractor:** Independent contractor will serve as the Logistics and Operations Support for the COVID-19 Incident Command. He will be responsible for services including all testing event supplies and logistics support.

C. **Reimbursement:** Zach Bruns shall be reimbursed for the above services rendered, not to exceed a total of $9,900 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

Desi Fleming
Director of Public Health

Date 6/23/21

INDEPENDENT CONTRACTOR

Zach Bruns
Independent Contractor

Date 6/23/2021

Timothy J. Mahoney
Mayor, City of Fargo

Date_____

THE CITY OF Fargo FAR MORE

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19

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 23, 2021

RE0: AMENDMENT TO G19.774A NOTICE OF GRANT AWARD FOR STATEWIDE RESPONSE TEAM EXTENDED THE TERMINATION DATE FROM JUNE 30, 2021 TO DECEMBER 31, 2021

The attached amendment extends the end date from June 30, 2021 to December 31, 2021. The scope of the service remains the same.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the amendment to the notice of grant award.

DF/lls
Enclosure

NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH

SFN 53771 (01-2020)

Grant Number G19.774A	CFDA Name Public Health Emergency Preparedness (PHEP)		CFDA Number 93-069
FAIN Number NU90TP921920	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 7/1/2020	Grant End Date 12/31/2021
Federal Award Date 6/6/2020	Federal Awarding Agency Department of Health and Human Services		

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

Title of Project/Program PHEP – Statewide Response Team	North Dakota Department of Health (NDDoH) Project Code 6611 H:H5271-11
Grantee Name Fargo-Cass Public Health	Project Director Tim Wiedrich
Address 1240-25th Street South	Address 1720 Burlington Drive
City/State/ZIP Code Fargo, ND 58103-2387	City/State/ZIP Code Bismarck, ND 58504
Contact Name Desi Fleming	Contact Name Juli Sickler, EPR Director
Telephone Number 701-241-1380	Telephone Number 701-328-2270
Email Address DFleming@FargoND.gov	Email Address jsickler@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	$0	$0	$0
Previous Funds Awarded	$220,105	$0	$220,105
Total Funds Awarded	$0	$0	$0
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimus rate of 10%	☐ Negotiated/Approved rate of %

Scope of Service

This amendment extends the end date from June 30, 2021 to December 31, 2021. The scope of service of the original agreement remains the same.

Reporting Requirements

A year end progress report as prescribed by the NDDoH, must be submitted by January 31, 2022. All other reporting requirements of the original agreement remain the same.

Special Conditions

All special conditions of the original agreement remain the same.

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, 2021 to June 30, 2023 [Fiscal Services Use Only: ☒ Requirements Received; ☒ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 6/24/21	Signature Desi Fleming	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Public Health Director		Typed Name/Title of Authorized Representative Tim Wiedrich, Section Chief Health Resources and Response	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	

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

THE CITY OF Fargo FAR MORE

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20

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 23, 2021

RE0: AMENDMENT TO G19.130A NOTICE OF GRANT AWARD FOR CITY READINESS INITIATIVE EXTENDED THE TERMINATION DATE FROM JUNE 30, 2021 TO DECEMBER 31, 2021

The attached amendment extends the end date from June 30, 2021 to December 31, 2021. The scope of the service remains the same.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the amendment to the notice of grant award.

DF/lls
Enclosure

NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH

SFN 53771 (01-2020)

Grant Number G19.130A	CFDA Name Public Health Emergency Preparedness (PHEP)		CFDA Number 93-069
FAIN Number NU90TP921920	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 7/1/2020	Grant End Date 12/31/2021
Federal Award Date 6/6/2020	Federal Awarding Agency Department of Health and Human Services		

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

Title of Project/Program PHEP – City Readiness Initiative (CRI)	North Dakota Department of Health (NDDoH) Project Code 6611 H:H5271-11
Grantee Name Fargo/Cass Public Health	Project Director Tim Wiedrich
Address 1240 25th Street South	Address 1720 Burlington Drive
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58504
Contact Name Desi Fleming	Contact Name Juli Sickler, EPR Director
Telephone Number 701-241-1380	Telephone Number 701-328-2270
Email Address DFleming@FargoND.gov	Email Address jsickler@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	$0	$0	$0
Previous Funds Awarded	$169,900	$0	$169,900
Total Funds Awarded	$0	$0	$0
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimus rate of 10%	☐ Negotiated/Approved rate of ___%

Scope of Service

This amendment extends the end date from June 30, 2021 to December 31, 2021. The scope of service of the original agreement remains the same.

Reporting Requirements

A year end progress report as prescribed by the NDDoH, must be submitted by January 31, 2022. All other reporting requirements of the original agreement remain the same.

Special Conditions

All special conditions of the original agreement remain the same.

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, 2021 to June 30, 2023 [Fiscal Services Use Only: ☒ Requirements Received; ☒ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 6/24/21	Signature Desi Fleming	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Public Health Director		Typed Name/Title of Authorized Representative Tim Wiedrich, Section Chief Health Resources and Response	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	

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

THE CITY OF Fargo FAR MORE

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21

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 23, 2021

RE0: AMENDMENT TO G19.786A NOTICE OF GRANT AWARD FOR ALL HAZARDS ALLOCATION EXTENDED THE TERMINATION DATE FROM JUNE 30, 2021 TO DECEMBER 31, 2021

The attached amendment extends the end date from June 30, 2021 to December 31, 2021. The scope of the service remains the same.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the amendment to the notice of grant award.

DF/lls
Enclosure

NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH

SFN 53771 (01-2020)

Grant Number G19.786A	CFDA Name Public Health Emergency Preparedness (PHEP)		CFDA Number 93-069
FAIN Number NU90TP921920	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 7/1/2020	Grant End Date 12/31/2021
Federal Award Date 6/6/2020	Federal Awarding Agency Department of Health and Human Services		

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

Title of Project/Program PHEP – EPR All Hazards Allocation	North Dakota Department of Health (NDDoH) Project Code 6611 H:H5271-11
Grantee Name Fargo Cass Public Health	Project Director Tim Wiedrich
Address 1240 = 25th Street South	Address 1720 Burlington Drive
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58504
Contact Name Desi Fleming	Contact Name Juli Sickler, EPR Director
Telephone Number 701-241-1360	Telephone Number 701-328-2270
Email Address DFleming@FargoND.gov	Email Address jsickler@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	$0	$0	$0
Previous Funds Awarded	$17,232.	$0	$17,232.
Total Funds Awarded	$0	$0	$0
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimus rate of 10%	☐ Negotiated/Approved rate of %

Scope of Service

This amendment extends the end date from June 30, 2021 to December 31, 2021. The scope of service of the original agreement remains the same.

Reporting Requirements

A year end progress report as prescribed by the NDDoH, must be submitted by January 31, 2022. All other reporting requirements of the original agreement remain the same.

Special Conditions

All special conditions of the original agreement remain the same.

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, 2021 to June 30, 2023 [Fiscal Services Use Only: ☒ Requirements Received; ☒ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 6/24/21	Signature Desi Fleming	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Public Health Director		Typed Name/Title of Authorized Representative Tim Wiedrich, Section Chief Health Resources and Response	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	

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

THE CITY OF Fargo FAR MORE

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22

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 23, 2021

RE: MEMORANDUM OF UNDERSTANDING WITH NORTH DAKOTA DEPARTMENT OF HEALTH.

The attached memorandum of understanding with North Dakota Department of Health is to formalize the relationship between Fargo Cass Public Health and ND Department of Health and understand the roles, responsibilities and authority in public health disease surveillance.

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

Suggested Motion: Move to approve the memorandum of understanding.

DF/lls
Enclosure

Memorandum of Understanding
Between
Fargo Cass Public Health
And
North Dakota Department of Health

This Memorandum of Understanding (MOU) has been made and entered into between Fargo Cass Public Health, hereinafter referred to as Local Public Health Unit and the North Dakota Department of Health, hereinafter referred to as Department.

A. PURPOSE

The purpose of this MOU is to formalize the relationship between the Department and the LPHU to understand the roles and responsibilities and authority in public health disease surveillance, investigation, enforcement, and after-action activities, and to promote coordination and sound public health practices without duplication of services.

B. ROLES AND RESPONSIBILITIES

1. The Department's surveillance, investigation, and enforcement authority include:
    a. Maintain a uniform statewide population-based surveillance database and case management system for the collection of data pertaining to designated reportable diseases and syndromic conditions in accordance with:
        i. North Dakota Century Code (NDCC) Chapter 23-07-01. State Department of Health - Collection of public health information.
        ii. NDCC Chapter 23-07-02. Who to report reportable diseases.
    b. Maintain and test a 24/7 contact system for disease and condition reporting for surveillance and situational awareness.
    c. Responsible for communicating with and providing training for specific statewide surveillance sites.
    d. The Department's Laboratory Service Section will provide laboratory support for testing human, animal, or environmental samples for the detection of pathogens of public health significance. The Laboratory Service Section will provide molecular testing to support any needed molecular surveillance.
    e. Responsible for oversight in conducting statewide disease outbreak, foodborne outbreaks, and cluster investigations and for providing analysis and reporting in accordance with:
        i. NDCC Chapter 23-01-05. Health Officer.
        ii. NDCC Chapter 23-09. Food, Lodging and Assisted Living Facilities.
    f. As provided by NDCC Chapters 23-09-16, 23-01-35, 23-10-02.1 and 23-39-02, the Department's Division of Food and Lodging has entered into separate agreements (MOUs) with a LPHU having jurisdiction to provide the inspection, licensing, enforcement and educational programs relating to food, lodging, mobile home and RV parks, body art and tanning establishments.
    g. In case of significant disease outbreak(s) and/or environmental hazard(s) impacting human health related investigations, the Department may request assistance from LPHU, depending on the disease and LPHU's capacity to collect data, specimens, conduct contact investigations, work with local media and provide vaccinations or treatment. The Department will work with the LPHU to determine needed services, education, necessary communication to the public and local partners and initiate active disease surveillance, as needed.
        i. If the situation is elevated beyond capacity, the Department will follow emergency notification and response protocol and procedures.

1) Case Manager System
2) Plan for Incident Command and Emergency Operations

2. The Department's Disease Control Field Epidemiologist located at designated LPHU will cover multicounty areas and may overlap with the jurisdictions of multiple health units. The Field Epidemiologist will:
    a. Coordinate disease surveillance activity at the regional level, assuring health care providers, laboratories and other required reporters are familiar with reporting requirements and processes.
        i. Communicate surveillance activities with LPHU and provide reports of surveillance data received for the jurisdiction.
    b. Serve as a liaison between LPHU, healthcare providers and the Division of Disease Control & Forensic Pathology.
        i. State field epidemiologists, using disease surveillance data will provide needed situational awareness regarding disease outbreaks in the LPHU jurisdiction to designated LPHU staff through infectious disease updates, case statistics and other disease investigation information.
    c. Investigate cases of reportable diseases and possible outbreaks to:
        i. Determine the source of infection.
        ii. Determine possible spread of infection.
        iii. Make recommendations to reduce the risk of further illness.
        iv. Provide proper documentation of disease reports.
        v. Inform LPHU of the status of treatment and compliance and recommendations for enforcement.
    d. Provide educational and technical support to providers and communities in their assigned region.
        i. Inform LPHU of trainings provided to surveillance sites regarding reporting requirements and reporting timeframes and provide an attendance report.

3. The LPHU will:
    a. Under the authority of NDCC Chapter 23-35, operate within their designated jurisdiction and function.
    b. Follow the Department's protocols as communicated for disease outbreaks and environmental hazards impacting human health.
    c. Assist the Department in public health investigations when requested. Both parties will work together on staffing needs to reduce the outbreak impact and transmission in the community. Additionally, in the event of significant disease outbreaks the Department is responsible for overall outbreak management, case management and investigation. LPHU may assume responsibility of clinical management of cases and contacts. (See 3.d.)
    d. Work with local partners to assist the Department in coordinating and implementing environmental health and disease control activities.
    e. Assist the Department in notifying the public of statewide or jurisdictional disease and environmental health issues related to violations, enforcement and compliance, and trends and patterns.
    f. Comply with reporting of diseases according to NDCC Chapter 23-07-02.

C. COMPENSATION FOR DISEASE AND ENVIRONMENTAL TREATMENT AND RESPONSE

The Department may enter into agreements with LPHU to provide services, which may include diagnosis, treatment, evaluation, monitoring, investigation or case management of specific

infectious or communicable diseases, such as tuberculosis (TB) and human immunodeficiency virus (HIV).

Compensation for disease outbreaks, where LPHU is assisting with the state's disease investigation and response, in which no agreement exists, will be evaluated on a case-by-case basis.

D. TERMS AND CONDITIONS

This MOU shall be effective from the date of the final signature and shall remain in effect until terminated by either party with 30 days' written notice to the other party or through June 30, 2023, whichever occurs first. Any additions or modifications to the terms of this MOU or the roles and responsibilities of either party must be agreed to by both parties. Such changes shall be incorporated in written amendments to this MOU.

E. TERMINATION

Either party may terminate this MOU upon a 30 days' written notice to the other party.

The undersigned have read this MOU and will abide as outlined within this MOU.

Signed: Desi Fleming _____ Date: 6/24/21

Desi Fleming, Public Health Director
Fargo Cass Public Health

Signed: _____ Date: _____

Timothy J. Mahoney, Mayor
City of Fargo

Signed: _____ Date: _____

Kelly Nagel, Director, System and Performance
North Dakota Department of Health

Signed: _____ Date: _____

Brenda M. Weisz, Chief Financial Officer
North Dakota Department of Health

23

June 28, 2021

To: Fargo City Commission

From: Timothy S. Dirks, MLIS, MPA TSD
Director
Fargo Public Library

Library Page Lauren Schluter is requesting 45 days of unpaid leave in order to complete an academic requirement. This request is because her position is part-time seasonal and is not eligible for paid leave.

Recommended motion:

I/We hereby move to approve the leave of absence requested for Library Page Lauren Schluter.

24

June 28th, 2021

To: City Commission

From: Timothy S. Dirks, MLIS, MPA
Fargo Public Library

The document represents a lease with Breezeway Cafe, LLC and the City of Fargo for the provision of a coffee kiosk in the Main Library. The document has been thoroughly reviewed by the City Attorney's Office.

Recommended motion: To approve the lease as presented with Breezeway Cafe, LLC.

Attachments:
Lease document with Breezeway, LLC.

LEASE AND VENDING AGREEMENT

City of Fargo – Melissa J. Kearns and Duane L. Waklee
Fargo Public Library-Main Location

THIS AGREEMENT is made and entered by and between the City of Fargo, a municipal corporation of the State of North Dakota [hereinafter "Lessor" or "City"], and:

BREEZEWAY CAFE, LLC
1002 19th STREET SOUTH
FARGO, ND 58103

[hereinafter "Lessee"].

RECITATIONS:

A. City is the owner of real property located at 102 3rd Street North, Fargo, North Dakota (hereinafter "Library Building"), which building is operated by the City as a public library for all purposes as may be deemed appropriate by the City. Within the Library Building there is an area identified on the site plan attached hereto as Attachment "A", said area to be the subject of this agreement and which described area will hereinafter be referred to as the "subject property," "premises" or "demised premises." Said area consists of 154 square feet, more or less.

B. Lessee desires to lease the subject property for use as a coffee kiosk for the sale of coffee, other non-alcoholic beverages, fresh pastries and other food items described more fully below.

C. Lessor desires to lease the space to Lessee for that use.

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

ARTICLE I
Premises and Terms

Section 1.1. Leased Premises.

Lessor does hereby lease unto Lessee the following premises:

154 square feet of space on the ground floor of the Library Building.

A copy of the floor plan outlining the demised premises is attached to this agreement and is incorporated by reference hereto.

Section 1.2. Use of Premises.

1.2.1 Use as coffee kiosk. The premises shall be used and occupied by Lessee for use as a coffee kiosk for the sale of coffee, other non-alcoholic beverages, fresh pastries and other food items. It is understood that the demised premises will not be used in such a way as to emit excessive noise or odors or to disturb the intended use of the Library Building by the City for library purposes, other than those associated with a coffee shop, which the parties specifically agree includes grinding coffee beans. It is further understood that the food items Lessee will sell or distribute will be foods that are readily eaten with fingers such as fruit, pastries and the like. Lessor will notify Lessee if it objects to any item sold by Lessee and the parties will cooperate to resolve such concerns; provided, however, that Lessee may sell any food items consistent with the general provisions of this lease.

1.2.2 Lessee's General Responsibilities: Lessee shall at all times comply with sound business practices, including but not limited to providing safe quality products; providing proper training for employees and personnel, adhering to all health department rules, regulations, and guidelines; providing adequate quantities of products; ensuring that the stands are opened at the time scheduled by the Lessor and for all events as determined jointly by Lessor and Lessee; providing an appropriate stand that is clean, well-maintained, and displays appropriate signage, and, if applicable, providing adequate staff, who are timely, friendly, and well-groomed.

The Lessee shall be responsible for the appearance of the Demised Premises. The Demised Premises will be visually appealing, clean and well-maintained. The City shall have the final approval of the design of the Demised Premises, which approval will not be unreasonably withheld.

1.2.3 Review of Service: The Lessor and Lessee shall meet to review the concession operations on an informal, as-needed basis. The review will include an assessment of the current service offered by Lessee; Lessee's adherence to the above-stated General Responsibilities and other specific terms of the agreement; discussion of any problems, concerns or issues relating to Lessee's services, as well as any product and equipment changes and issues relating to products or services that have arisen since the previous review. At or following the review, the Lessor may suggest such changes or modifications as the Lessor determines are appropriate. The Lessor shall set forth any recommended changes or modifications in writing. The written report of any recommended changes or modifications to the product and services provided by the Lessee shall be provided by the Lessor to the Lessee within thirty (30) days following the review. Lessee shall implement such changes and/or modifications within thirty (30) days of the date of written notice of the same. Provided, however, that nothing in the foregoing shall in any way expand or limit the rights of the parties under this lease, and Lessee need not make any recommended changes to the extent Lessee's activities are in compliance with the terms of this Lease and the attached Franchisor Provision.

1.2.4 Employees of Lessee. Lessee shall comply with all applicable federal, state, and local employment laws, statutes, rules, and regulations covering Lessee's employees. Lessee will have in place North Dakota Worker's Compensation coverage including stopgap insurance coverage for Worker's Compensation liability.

1.2.5 Hours of Operation. Lessee expects to be open initially ½ hour before the library opens and will adjust hours depending on customer trends. Lessee may initially adjust hours of operation depending on customer trends. Lessee recognizes that Lessee will be obligated to comply with health, plumbing or other code requirements, such as requirements for availability of public restrooms for example, without the benefit of the Library itself being open to the public during such times.

1.2.6 Limited exclusivity. During the term of this Lease, including any renewal terms, Lessor will not enter into any lease allowing any other person or entity to use any part of the Library Building for the uses described in section 1.2.1, nor will the Lessor itself use any part of the Library Building for any uses described in section 1.2.1. The parties recognize that a kitchen facility is located within the Library Building for the purpose of serving the functions of the Library and nothing in this subparagraph is intended to limit the Lessor from providing coffee, other beverages or any other hospitality service for any events or functions, nor from engaging employees, contract or otherwise, for such purposes. Furthermore, nothing in this subparagraph is intended to prohibit users of the Library Building from obtaining coffee, beverages or other hospitality service from a source other than Lessee.

Section 1.3. Term of Lease and Options to Extend Lease.

1.3.1 This Lease shall be for an initial term of twelve months commencing on the Commencement Date as defined below; provided, however, that if the Lessee's first month of occupancy is a partial month, Lessee shall pay a pro-rated amount of rent for said first partial month of occupancy.

1.3.2 This Lease shall be extended at the request of the Lessee and the approval of the Lessor for two (2) additional terms of thirty-six months each. Said option shall be exercised by submission of a request in writing by Lessee, as provided in the terms and conditions in Article II hereof, delivered to Lessor not later than ninety (90) days prior to the expiration of the term and approval by the Lessor within thirty (30) days thereafter. References herein to "this Lease" or "this Agreement" shall be deemed to include any such extensions.

Section 1.4. Commencement date.

The term of this Lease and the payment of rent hereunder shall commence ninety (90) days after the date of final signature by the undersigned parties. ("Commencement Date").

ARTICLE II
Rent and Maintenance Charges

Section 2.1. Rent.

Lessee shall pay a fixed amount of base rent from the Commencement Date of this lease through the end of the initial twelve (12) months in the amount of $161.00 per month ("base rent amount"). Said rent shall be paid in equal monthly installments, in advance on the first day of each month, starting upon the Commencement Date. The period between the Commencement Date hereof and the end of said 12-month period, shall be referred to herein as the "Initial Term" of this lease. The base rent shall be adjusted thereafter by an increase of three and one-half percent (3½%) over the base rent amount from the prior year

Section 2.2. Place of Payment.

Rent and Maintenance payments shall be paid to the CITY OF FARGO, c/o City Auditor, 225 4th Street North, Fargo, North Dakota 58102 or such other address as Lessor may require upon written notice to Lessee.

ARTICLE III
Improvements, Conditions and Maintenance of the Demised Premises

Section 3.1. Care and Repair of the Demised Premises.

3.1.1 Lessor maintenance. Lessor shall be responsible for maintenance of the exterior of the building and interior area, except for the Demised Premises and except for the cleaning and trash removal noted in 3.1.2, below. Lessor will also, at its sole expense, make all repairs necessary at any time to the structure of the Demised Premises (except those caused by the negligence of Lessee or by an intentional act of Lessee); provided, however, that Lessor shall not be required to make any repairs if Lessee is obligated to make them under paragraph 3.1.2 below. Lessee shall promptly notify Lessor of the necessity of any repairs of which Lessee has knowledge and for which Lessor may be responsible under this section.

3.1.2 Lessee maintenance. Lessee shall take good care of the Demised Premises, and, shall be responsible for the cost of all repairs to electric wiring, plumbing and the fixtures, equipment and appurtenances therein except those repairs required to be made by Lessor under paragraph 3.1.1, above. Lessee shall be responsible for the cost of all repairs to the Demised Premises when needed to preserve them in good working order and condition. All damage to the structure and/or roof of the Demised Premises caused by the negligence of Lessee or by an intentional act of Lessee shall be the responsibility of Lessee. All damage or injury to the Demised Premises and its fixtures, glass, appurtenances, and equipment or to the Building or its fixtures, glass, appurtenances, and equipment caused by Lessee moving property in or out of the Building or by installation or removal of furniture, fixtures, or other

property, be repaired, restored, or replaced promptly by Lessee to the reasonable satisfaction of Lessor at Lessee's expense. All repairs and restorations or replacement required in connection therewith shall be of quality and class at least equal to the original work or installations and done in a good and workmanlike manner.

3.1.3 Unless approved in writing otherwise, Lessor shall make the actual repairs to the Demised Premises, subject to reimbursement by Lessee for the reasonable cost thereof. Lessor shall make such repairs in a timely manner.

Section 3.2. Services and Equipment.

3.2.1 Lessor services. Lessor, at its expense, shall supply water and sewer.

3.2.2 Lessee services and expenses. Lessee shall be responsible for payment of, and shall be responsible for all cleaning for, the demised premises. Lessee shall also be responsible for removal of trash from the entry hallway area that is reasonably attributable to the business of Lessee. For purposes of this provision, Lessor is responsible for overall cleaning of the Library Building, including the removal of trash at least once per day. It is assumed that if trash receptacles in the entry hallway are in need of emptying more frequently than once per day, it is likely that such receptacles are being filled by refuse originating from Lessee and Lessee will be responsible for periodic emptying of such receptacles.

Section 3.3. Alterations, Installation, Fixtures.

Except as hereinafter provided, Lessee shall not make any alterations, additions or improvements in or to the demised premises or add, disturb or in any way change the plumbing or wiring therein [hereinafter referred to as "alterations"] without the prior written consent of the Lessor. Any such approved alterations to the demised premises shall be made by, or under the control of Lessor, unless otherwise approved. Plans for the same must be submitted to Lessor for approval at least ten (10) days prior to the proposed date for starting these alterations.

In the event alterations are required by any governmental agency by reason of the use and occupancy of the demised premises by Lessee (including alterations, additions, or changes required for compliance with the Americans with Disabilities Act, 42 U.S.C. Sections 12101-12213, as amended (including administrative, judicial, and legislative interpretations, rulings, and clarifications relating thereto)), such alterations shall be made at Lessor's own cost and expense. Lessor's obligation under this paragraph shall apply to the condition of the Library Building but not to the uses and activities of the Lessee and Lessee's employees within the Demised Premises, nor to the functions of such employees.

Alterations or additions made by Lessee must be built in compliance with all laws, ordinances and governmental regulations affecting the premises and Lessee shall warrant to Lessor that all such alterations, additions or improvements shall be in strict compliance with all relevant

laws, ordinances, governmental regulations and insurance requirements. Construction of such alterations or additions shall be commenced only upon Lessee obtaining and exhibiting to Lessor the requisite approvals, licenses and permits and indemnification against liens.

All alterations, installations, physical additions or improvements to the demised premises made by Lessee, not including Lessee's signage, shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease; provided, however, this clause shall not apply to the movable equipment or furniture owned by Lessee which may be removed by Lessee at the end of the term of this Lease.

Section 3.4. Signs.

Any sign, lettering, picture, notice or advertisement installed on or in any part of the premises and visible from the exterior of the subject property or visible from the exterior of the demised premises shall be approved by Lessor in writing prior to installation and shall be installed at Lessee's sole cost and expense. Any signs shall be maintained by the Lessee at the Lessee's sole expense and shall be anchored to and removed from the building without causing any damage to the same and in a manner approved in writing by Lessor. In the event of a violation of the foregoing by Lessee, Lessor may remove the violation without any liability and may charge the expense incurred by such removal to Lessee. At the termination or expiration of this Lease, Lessee shall cause removal of all of its signs at its expense and shall repair any damage caused by the removal of the signs if requested to do so by Lessor.

Section 3.5. Surrender of Premises.

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

Section 3.6. Parking.

Patrons of Lessee shall be entitled to utilize the same parking as users of the library and the Library Building, itself. Lessee's employees shall be allowed to park in the southern portion of the Library/Civic Parking Lot. Lessor may elect to assign certain parking spaces.

ARTICLE IV

This article intentionally left blank.

ARTICLE V
Utilities

Section 5.1. Lessor's Obligation for Utilities.

Lessor shall provide the means and conduits to supply water, electricity and sanitary sewer to the premises. Lessor shall not be liable for and Lessee shall not be entitled to, any abatement or reduction of rent by reason of Lessor's failure to furnish any of the foregoing utilities and services when such failure is caused by or results in casualties, riots, strikes, picketing, accidents, breakdowns or any other cause beyond Lessor's reasonable control. Lessor shall pay, when due, all charges for utilities attributable to the premises, including heat, air conditioning, water, sewer, garbage and/or other utility charges or energy sources furnished to the demised premises during the term of this Lease, or any renewal or extension thereof.

ARTICLE VI
Lessor's Access to the Demised Premises

Section 6.1. Lessor's Access to Demised Premises.

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

Lessor reserves the right to enter upon the demised premises at any time in the event of an emergency and at reasonable hours to exhibit the demised premises to prospective purchasers or others; and to exhibit the demised premises to prospective lessees and to display "for rent" or similar signs on the exterior of the Building or upon the grounds of the Subject Property during the last 90 days of the term of this Lease, all without hindrance or molestation by Lessee.

ARTICLE VIII
Damage or Destruction of Leased Premises

Section 7.1. Total or Partial Destruction.

In the event of any damage or destruction to the premises by fire or other cause during the term hereof, the following provisions shall apply:

7.1.1 If the building is damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by an independent appraiser, will equal or exceed thirty percent (30%) of the replacement value of the building (exclusive of foundations) just prior to the occurrence of the damage, then either party may, no later than the 60th day following the damage, give written notice of that party's election to terminate this Lease.

7.1.2 In the event a party elects to terminate this Lease then the Lease shall be deemed to terminate on the date of the receipt of notice of election and all rentals shall be paid up to that date, Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease.

7.1.3 In any case where damage to the building shall materially affect the demised premises so as to render them unsuitable in whole or in part for the purposes for which they are demised hereunder, then, unless such destruction was wholly or partially caused by the negligence or breach of the terms of this Lease by Lessee, its employees, contractors or licensees, a portion of the rent based upon the amount of the extent to which the demised premises are rendered unsuitable shall be abated until repaired or restored. If the destruction or damage was wholly or partially caused by negligence or breach of the terms of this Lease by Lessee as aforesaid and if Lessor shall elect to rebuild, the rent shall not abate and the Lessee shall remain liable for the same.

ARTICLE VIII
Eminent Domain

Section 8.1. Eminent Domain.

In the event of any eminent domain or condemnation proceeding or private sale in lieu thereof in respect to the premises during this Lease, the following provisions shall apply:

Section 8.2. Total Condemnation.

If the whole of the premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date possession shall be taken in such proceeding and all rentals shall be paid up to that date, and Lessee shall have no claim against the Lessor for any unexpired term of this Lease.

Section 8.3. Partial Condemnation.

If any part constituting less than the whole of the premises shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall materially affect the demised premises so as to render the demised premises unsuitable for the business of the Lessee then the term of this Lease shall cease and terminate as of the date possession shall be taken by the condemning authority and rent shall be paid to the date of such termination. If Lessor and Lessee are unable to agree as to whether such partial taking or condemnation shall materially affect the demised premises so as to render the demised premises unsuitable for the business of the Lessee then the matter shall be submitted to a judge for declaratory judgment on the issue.

In the event of a partial taking or condemnation of the premises, which shall not materially affect the demised premises so as to render the demised premises unsuitable for the business of the Lessee, in the reasonable opinion of the Lessee, this Lease shall continue in full force and effect but with a proportionate abatement of the basic rent and additional rent based on the portion, if any, of the demised premises taken. Lessor reserves the right, at its option, to restore the building and the demised premises to substantially the same condition as they were prior to such condemnation. In such event, Lessor shall give written notice to Lessee, within 30 days following the date possession shall be taken by the condemning authority, of Lessor's intention to restore. Upon Lessor's notice of election to restore, Lessor shall commence restoration and shall restore the building and the demised premises with reasonable promptness, subject to delays beyond Lessor's control and delays in the making of condemnation or sale proceeds adjustments by Lessor; and Lessee shall have no right to terminate this Lease except as herein provided. Upon completion of such restoration, the rent shall be adjusted based upon the portion, if any, of the demised premises restored.

Section 8.4. Lessor's Damages.

In the event of any condemnation or taking as aforesaid, whether whole or partial, the Lessee shall not be entitled to any part of the award paid for such condemnation and Lessor is to receive the full amount of such award, the Lessee hereby expressly waives any right to claim any part thereof.

Section 8.5. Lessee's Damages.

Although all damages in the event of any condemnation shall belong to the Lessor whether such damages are awarded as compensation for diminution in value of the leasehold to the fee of the demised premises, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recovered by Lessee's own right on account of any and all damages to Lessee's business by reason of the condemnation and for or on account of any cost or loss to which Lessee might be put in removing Lessee's merchandise, furniture, fixtures, leasehold improvements and equipment.

ARTICLE IX
Insurance, Liability and Indemnity

Section 9.1. Commercial General Liability and Fire Legal Liability Insurance.

9.1.1 Lessee shall maintain, at its sole cost and expense, a commercial general liability insurance policy including premises liability, operations liability and products liability coverage, including North Dakota employer's liability (commonly referred to as "stopgap" insurance coverage) in the face amount of $1,000,000 with a company acceptable to the Lessor. Such policy shall name City of Fargo and its employees, officials and officers as an additional insured. Such policy or policies shall provide that 30-days written notice must be given to Lessor prior to cancellation thereof. Lessee shall furnish evidence satisfactory to Lessor at the time this Lease is executed that such coverage is in full force and effect.

9.1.2 Lessee shall maintain, at its sole cost and expense a fire legal liability insurance policy to provide coverage for damage to the Library Building caused by Lessee's or Lessee's employees' act or failure to act in the face amount of a minimum of $300,000 with a company acceptable to the Lessor. Such policy shall name City of Fargo and its employees, officials and officers as an additional insured. Such policy or policies shall provide that 30-days written notice must be given to Lessor prior to cancellation thereof. Lessee shall furnish evidence satisfactory to Lessor at the time this Lease is executed that such coverage is in full force and effect.

Section 9.2. Casualty Insurance.

9.2.1 Lessor shall at all times during the term of this Lease, at its expense, maintain a policy or policies of insurance with premiums paid in advance issued by an insurance company licensed to do business in the State of North Dakota or government self-insured risk pool insuring the building against loss or damage by fire, explosion or other insurable hazards and contingencies, provided that Lessor shall not be obligated to insure any furniture, equipment, machinery, goods or supplies not covered by this Lease which Lessee may bring upon the demised premises or any additional improvements which Lessee may construct or install on the demised premises. The Lessor's coverage with the North Dakota Insurance Reserve Fund shall be deemed to satisfy this requirement.

9.2.2 Lessee shall not carry any stock of goods or do anything in or about the demised premises which will in any way impair or invalidate the obligation of the insurer under any policy of insurance required by this Lease.

9.2.3 Lessee hereby waives and releases all claims, liabilities and causes of action against Lessor and its agents, servants and employees for loss or damage to, or destruction of, any of the improvements, fixtures, equipment, supplies, merchandise and other property, whether that of Lessee or of others in, upon or about the premises resulting from fire, explosion or other perils included in standard extended coverage insurance, whether caused by the negligence of any of said persons or otherwise.

The waiver shall remain in force whether or not the Lessee's insurers shall consent thereto.

9.2.4 In the event that the particular use(s) of the demised premises by Lessee causes an increase or additional charge in the premium rate for insurance carried by Lessor on the improvements of which the demised premises are a part, which increase or additional charge is specifically related to the particular use(s) by Lessee, Lessee shall be responsible for reimbursement to Lessor for the amount of such premium increase or additional charge. If Lessee installs any electrical equipment that overloads the power lines to the building or its wiring, Lessee shall, at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriter, insurance rating bureau and government authorities having jurisdiction.

Section 9.3. Covenant to Hold Harmless.

Unless the liability for damage or loss is caused by the negligence or willful actions of Lessor, its agents or employees, Lessee shall hold harmless Lessor from any liability for damages to any person or property in or upon the demised premises, including the person and property of Lessee and its employees and all persons in the demised premises at its or their invitation or sufferance, and from all damages resulting from Lessee's failure to perform the covenants of this Lease. All property kept, maintained or stored on the demised premises shall be so kept, maintained or stored at the sole risk of Lessee. Lessee agrees to pay all sums of money in respect of any labor, service, materials, supplies or equipment furnished or alleged to have been furnished to Lessee in or about the premises, and not furnished on order of Lessor, which may be secured by any mechanic's, materialmen's or other lien to be discharged at the time performance of any obligation secured thereby matures, provided that Lessee may contest such lien, but if such lien is reduced to final judgment and if such judgment or process thereon is not stayed, or if stayed and said stay expires, then and in each such event, Lessee shall forthwith pay and discharge said judgment. Lessor shall have the right to post and maintain on the demised premises, notice of non-responsibility under the laws of the State of North Dakota.

Section 9.4. Non-Liability of Lessor.

Subject to the terms and conditions of Article IX hereof, to the extent any claim exceeds insurance coverage maintained by the Lessor, Lessor shall not be liable for any damage to property of Lessee or of others located on the demised premises, nor for the loss or damage to any property of Lessee or of others by theft or otherwise; nor shall Lessor be liable for any injury or damage to property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the premises or from the pipes, appliances, or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. To the extent any claim exceeds insurance coverage maintained by the Lessor, Lessor shall not be liable for any personal injury resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the premises or from the pipes, appliances, or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Lessor shall not be liable for any such

damage caused by other Lessees or persons in the premises, occupants of adjacent property, of the building, or the public or caused by operations in construction of any private, public or quasi-public work. Lessor shall not be liable for any latent defect in the demised premises. All property of Lessee kept or stored on the demised premises shall be so kept or stored at the risk of Lessee only and Lessee shall hold Lessor harmless from any claims arising out of damage to the same, including subrogation claims by Lessee's insurance carrier.

ARTICLE X
Assignment or Subletting

Section 10.1. Assignment or Subletting.

Lessee agrees to use and occupy the demised premises throughout the entire term hereof for the purpose or purposes herein specified and for no other purposes, in the manner and to substantially the extent now intended, and not to transfer or assign this Lease or sublet said demised premises, or any part thereof, whether by voluntary act, operation of law, or otherwise, without obtaining the prior consent of Lessor in each instance. Lessee shall seek such consent of Lessor by a written request therefore, setting forth such information as Lessor may deem necessary. Lessor agrees not to withhold consent unreasonably; however, Lessor reserves the right to fully investigate the proposed successor and to assure itself that the proposed successor is acceptable to Lessor and Lessor may require that the proposed successor agree to additional conditions or obligations not contained within this agreement before granting consent to the assignment or subletting. Consent by Lessor to any assignment of this Lease or to any subletting of the demised premises shall not be a waiver of Lessor's right under this Article as to any subsequent assignment or subletting. Lessor's rights to assign this Lease are and shall remain unqualified. No such assignment or subleasing shall relieve the Lessee from any of Lessee's obligations in this Lease contained, nor shall any assignment or sublease or other transfer of this Lease be effective unless the assignee, sub lessee or transferee shall at the time of such assignment, sublease or transfer, assume in writing the benefit of Lessor, its successors or assigns, all of the terms, covenants and conditions of this Lease thereafter to be performed by Lessee and shall agree in writing to be bound thereby.

Section 10.2. Successors and Assigns.

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

ARTICLE XI
Default and Overdue Payments of Lessee

Section 11.1. Default and Overdue Payments of Lessee.

11.1.1 In the event of any failure of Lessee to pay any rental due hereunder within ten days after the same shall be due, or any failure to perform any other of the term, condition or covenant of this Lease to be observed or performed by Lessee for more than 30

days after written notice of such failure shall have been given to Lessee, or if Lessee or an agent of Lessee shall falsify any report required to be furnished to Lessor pursuant to the terms of this Lease, or if Lessee or any guarantor of this Lease shall become bankrupt or insolvent, or file any debtor proceedings or any person shall take or have against Lessee or any guarantor of this Lease in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency for the reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's or any such guarantor's property, or if Lessee or any such guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Lessee shall abandon the demised premises or suffer this Lease to be taken under any writ of execution, then in any such event Lessee shall be in default hereunder, and Lessor, in addition to other rights of remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the demised premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee, all without service of notice or resort to legal process without being guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. Failure to pay rent more than 10 days after it is due more than twice in any 12-month period shall constitute a breach of this lease.

11.1.2 Should Lessor elect to re-enter the demised premises, as herein provided, or should it take possession of the demised premises pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the demised premises, and relet the demised premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable. Upon each subletting all rentals received by the Lessor from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys fees and of costs of such alterations and repairs; third, to the payment of residue and unpaid hereunder, and the rent due, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Lessee hereunder, Lessee, upon demand shall pay any such deficiency to Lessor. No such re-entry or taking possession of the demised premises by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time after such re-entry and reletting elect to terminate this Lease for such previous breach. Should Lessor at any time terminate this Lease for any such breach, in addition to any other remedies it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the demised premises, reasonable attorneys fees,

and including the worth at the time of such termination the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the demised premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

11.1.3 Lessor may, at its option, instead of exercising any other rights or remedies available to it in this Lease or otherwise by law, statute or equity, spend such money as is reasonably necessary to cure any default of Lessee herein and the amount so spent, and costs incurred, including attorneys' fees in curing such default, shall be paid by Lessee, as additional rent, upon demand.

11.1.4 In the event suit shall be brought for recovery of possession of the demised premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Lessor or Lessee to be kept or performed, and a breach shall be established, the prevailing party in the suit shall be entitled to recover reasonable attorney's fees and costs incurred as a result of the litigation in addition to any amounts recoverable under this Lease. The prevailing party in the suit shall be entitled to recover interest on all damages, other than such reasonable attorney's fees and costs awarded by the court, in an amount determined by the court, and not by a jury. All damages, including such reasonable attorney's fees and costs awarded by the court, shall accrue interest at the then current legal rate for interest on judgments under North Dakota law from the date of entry of judgment.

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

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

Section 11.2. Overdue Payments.

All monies due under this Lease from Lessee to Lessor shall be due on demand, unless otherwise specified. In the event rent is not paid within ten (10) days of the due date, Lessee agrees to pay a late charge of Fifteen Dollars ($15.00) plus interest at 8% per annum on the delinquent amount until paid. The rate of interest defined in this Section shall be referred to as the Contract Interest Rate.

ARTICLE XII
Certificate of Estoppel and Subordination

Section 12.1. Certificate of Estoppel.

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

Section 12.2. Subordination.

Upon request of Lessor, Lessee will subordinate this Lease and its rights hereunder to the lien of any mortgage, trust deed or other instrument resulting from any method of finance and refinancing, now or hereafter in force against the land and buildings which constitute the premises, and to all advances made or hereafter to be made upon the security thereof, provided, however, that such mortgage or instrument of finance will agree that, in the event any action is taken to foreclose the lien of the mortgage, this Lease and all rights of the Lessee under its terms to use and quiet possession of the premises shall not be disturbed and shall continue in full force and effect so long as Lessee shall faithfully discharge each and every obligation on its part to be kept and performed under the terms of this Lease.

ARTICLE XIII
Surrender, Holding Over and Abandonment

Section 13.1. Surrender.

On the expiration date or upon the termination hereof upon a day other than the expiration date, Lessee shall peaceably surrender the demised premises broom-clean in good order, condition and repair, reasonable wear and tear only excepted. On or before the expiration date or upon termination of this Lease on a day other than the expiration date, Lessee shall, at its expense, remove all trade fixtures, personal property and equipment and signs from the demised premises and any property not removed shall be deemed to have been abandoned. Any damage caused in the removal of such items shall be repaired by Lessee and at its expense. All alterations, additions, improvements and fixtures (other than trade fixtures) which shall have been made or installed by Lessor or Lessee upon the demised premises and all floor covering so installed shall remain upon and be surrendered with the demised premises as a part thereof, without disturbance, molestation or injury, and without charge, at the expiration or termination of this Lease. Upon request by Lessee, Lessor and Lessee shall identify and designated such fixtures as "trade fixtures" from time to time, as such trade fixtures are installed which designation by Lessor shall not be unreasonably withheld. If the demised premises are not surrendered on the expiration date or the

date of termination, Lessee shall indemnify Lessor against loss or liability, claims, without limitation, made by any succeeding Lessee founded on such delay. Lessee shall promptly surrender all keys for the demised premises to Lessor at the place then fixed for payment of rent and shall inform Lessor of combinations of any locks and safes on the demised premises.

Section 13.2. Holding Over.

In the event Lessee remains in possession of the demised premises after the expiration date of this Lease and without the execution of a new lease, it shall be deemed to be occupying the demised premises as a Lessee from month to month, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy, provided, however, that the base rent required to be paid by Lessee during any holdover period shall be in the amount equal to 120% of the rent due for the last month prior to the expiration of the term of this Lease, plus any monthly Maintenance payments as set forth in Section 2.01 of this Lease.

Section 13.3. Abandonment.

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

ARTICLE XIV
Rules and Regulations

Section 14.1. Rules and Regulations.

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

ARTICLE XV
Mechanics' Liens

Section 15.1. Mechanics' Liens.

15.1.1 Lessee will not permit to be created or to remain undischarged in any lien, encumbrance or charge (arising out of any work done or materials or supplies furnished by any contractor, subcontractor, mechanic, laborer or materialmen, or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Lessee) which might be or become a lien or encumbrance or charge upon the subject premises or any portion thereof or the income and interest of Lessor in the demised premises or any portion thereof that might be impaired. If any lien or notice of lien on account of any alleged debt of Lessee or any notice of contract by a party engaged by Lessee or Lessee's contractor to work on the premises shall be filed against the demised premises or subject property or any portion thereof, Lessee shall within 10 days after demand from Lessor, cause the same to be discharged of record by payment, deposit, bond, order of a Court of competent jurisdiction or otherwise. If Lessee shall fail to cause such lien or notice of lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Lessor may, but shall not be obligated to, discharge such lien by deposit or by bonding proceedings or in any such event Lessor shall be entitled if Lessor so elects to compel the prosecution of an action for the foreclosure of any such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowance. Any amount so paid by Lessor and all costs and expenses, including attorney's fees, incurred by Lessor in connection therewith shall constitute additional rent payable by Lessee under the Lease and shall be paid by Lessee to Lessor on demand. Nothing herein contained shall obligate Lessor to pay or discharge any lien created by Lessee.

15.1.2 Lessee shall pay promptly all persons furnishing labor and materials with respect to any work performed by Lessee or Lessee's contractor in the premises. No work which Lessor permits Lessee to do shall be deemed to be for the immediate use and benefit of Lessor, so that no mechanic's or other liens should be allowed against the estate of Lessor by reason of any consent given by Lessor to Lessee to improve the premises.

15.1.3 Prior to the commencement of any work or the delivery of any material to the premises by a contractor, subcontractor or materialmen, Lessee shall deliver to the Lessor a recordable waiver of lien affidavit from each such contractor which waiver of lien shall provide, among other things, that the contractor waives any and all lien rights that he may have against Lessor's interest in the property or any portion thereof.

15.1.4 The provisions of this section shall apply with respect to Lessee's work or any other work performed on the premises at any time during the term hereof.

ARTICLE XVI
Hazardous Substances

Section 16.1. Hazardous Substances.

16.1.1. Lessee shall not use, store, transport or dispose of any toxic or hazardous substances upon the demised premises without first obtaining the written consent of Lessor. The term "hazardous substance" shall include, but not be limited to, the following: asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, chemical waste, radioactive materials, explosives, known carcinogens, petroleum products, or other dangerous, toxic, or hazardous pollutant, contaminant, chemical material, or substances defined as hazardous or as a pollutant or contaminant in, or the release or disposal of which is regulated by any law or regulation and shall include any medical and biomedical substances and equipment (such as syringes) used to handle such substances.

16.1.2. Lessee shall indemnify, defend and hold Lessor and its members, officers and employees harmless from any claim, loss, or expense arising out of or in any way related to use, storage, transportation or disposal of any such toxic or hazardous substances upon the demised premises including any claim, loss or expense from illness, personal injury or death. This indemnification provided hereunder shall also specifically cover, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision or other third party resulting from the use, storage, transportation or disposal of such toxic or hazardous substances upon the demised premises.

16.1.3. Lessee shall comply with all applicable local, state and federal laws regarding such hazardous substances.

ARTICLE XVII
Miscellaneous

Section 17.1. Notices.

Any notice required or permitted under this Lease shall be deemed sufficiently given or secured if sent by registered or certified return receipt mail to Lessee at:

BREEZEWAY CAFE, LLC
1002 19th Street South
Fargo, ND 58103

and to Lessor at the address then fixed for the payment of rent as provided in Section 2.02 of this Lease, and either party may by like written notice at any time designate a different address to which notices shall subsequently be sent or rent to be paid.

Section 17.2. Intent of Parties.

Except as otherwise provided herein, the Lessee covenants and agrees that if it shall at any time fail to pay any such cost or expense, or fail to take out, pay for, maintain or deliver any of the insurance policies above required, or fail to make any other payment or perform any other act on its part to be made or performed as in this Lease provided, then the Lessor may, but shall not be obligated to do so, and without notice to or demand upon the Lessee and without waiving or releasing the Lessee from any obligations of the Lessee in this Lease contained, pay any such cost or expense, effect any such insurance coverage and pay premiums therefore, and may make any other payment or perform any other act on the part of the Lessee to be made and performed as in this Lease provided, in such manner and to such extent as the Lessor may deem desirable, and in exercising any such right, to also pay all necessary and incidental costs and expenses, employ counsel and incur and pay reasonable attorneys' fees. All sums so paid by Lessor and all necessary and incidental costs and expenses in connection with the performance of any such act by the Lessor, together with interest at the Contract Interest Rate from the date of making of such expenditure by Lessor, shall be deemed additional rent hereunder, and shall be payable to lessor on demand. Lessee covenants to pay any such sum or sums with interest as aforesaid and the Lessor shall have the same rights and remedies in the event of non-payment thereof by Lessee as in the case of default by Lessee in the payment of the base rent payable under this Lease.

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

Section 17.3. Consents by Lessor and Authorized Representatives.

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

17.3.2 The following persons are authorized to act on behalf of Lessor/Lessee:

As to Lessor, any one or more of the following are authorized to act or make decisions: Director of the Fargo Public Library, Tim Dirks, or his successor; City Administrator, Bruce Grubb, or his successor.

As to Lessee, any one or more of the following are authorized to act or make decisions: Melissa J. Kearns and Duane L. Waklee.

Section 17.4. No Agency Relationship.

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

Section 17.5. Governmental Regulations.

Lessee shall at Lessee's sole cost and expense comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the said premises and shall faithfully observe in the use of the premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

Section 17.6. Waiver.

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

Section 17.7. Force Majeure.

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

Section 17.8. Entire Agreement.

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

Section 17.9. Interpretation of Lease.

Unless specifically stated herein, this Lease shall be construed and interpreted in accordance with the laws of the State of North Dakota.

Section 17.10. Time is of the Essence.

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

Section 17.11. Construction.

If any agreement, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application or such agreement, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each agreement, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 17.12. Captions.

The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or described the scope of this Lease nor the intent of any provision thereof.

(*Signature pages to follow.*)

Dated this _____ day of _____, 2021.

LESSOR:

CITY OF FARGO

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

ATTEST:

_____
Steven Sprague, City Auditor

Dated this 18th day of June, 2021.

LESSEE:

BREEZEWAY CAFÉ, LLC

MELISSA J. KEARNS

DUANE L. WAKLEE

THE CITY OF Fargo FAR MORE

Planning & Development
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: planning@FargoND.gov
www.FargoND.gov

25

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

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

DATE: JUNE 21, 2021

RE: APPROVE THE 2021 ACTION PLAN AND AUTHORIZE PLAN SUBMITTAL TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Following the required 30-day public comment period and Public Hearing held during the June 14, 2021 City Commission meeting, staff is seeking approval of the proposed 2021 Action Plan for Community Development Block Grant (CDBG) and HOME programming and expenditures. The draft plan is available on the City website. No comments were received during the public comment period.

The proposed 2021 Action Plan is in compliance with federal regulations for the Department of Housing and Urban Development (HUD) CDBG and HOME programs and is detailed in the attached public notice, which was published in the May 26, 2021 Forum newspaper. Upon approval by the City Commission, the plan will be forwarded to the U.S. Department of Housing and Urban Development for review and final approval.

Recommended Action: Approve the 2021 Action Plan for Community Development Block Grant (CDBG) / HOME Investment Partnership Grant programming and authorize submittal to the U.S. Department of Housing and Urban Development.

EQUAL HOUSING OPPORTUNITY

Notice of Public Hearing & Public Comment Period
Community Development Block Grant (CDBG) & HOME Programs
2021 Action Plan & Budget Proposal

The City of Fargo has prepared a draft version of the 2021 Annual Action Plan for Housing and Community Development for the Community Development Block Grant (CDBG) and HOME Programs. The priorities established within the draft plan result from community meetings and citizen participation in the development of the 2020-2024 Consolidated Plan. The City's 5-Year priorities include affordable housing, ending and preventing homelessness, neighborhood improvements and initiatives, and assistance for vulnerable populations.

Estimated Resources - During the 2021 program year, the City of Fargo estimates the following resources to be available:

CDBG:

• **$773,298**	2021 Community Development Block Grant (CDBG) allocation from HUD
• **$ 3,750**	2021 CDBG Program Income (estimated)
• **$ 0**	Available for Reallocation at Prior Year-End
$777,048	***Total CDBG***

HOME:

• **$468,708**	2021 HOME PJ allocation from HUD
• **$ 61,910**	2020 HOME PJ Program Income (actual)
• **$ 28,782**	2020 HOME State Program Income (actual)
• **$ 0**	Available for Reallocation at Prior Year-End
$559,400	***Total HOME***

TOTAL RESOURCES $1,336,448

- **PLANNING, ADMINISTRATION & FAIR HOUSING**
  - **High Plains Fair Housing Center** - $5,000 in CDBG funds. Support comprehensive outreach, fair housing education.
    - Part of requirement to affirmatively further fair housing under the Fair Housing Act (42 U.S.C. 3601-20). *Eligibility & Regulation Citation: 21D Fair Housing Activities (subject to 20% Admin. Cap), 24 CFR Part 570.206(c)*
  - **Planning and Administration** - $12,000 in CDBG funds and $7,000 in HOME funds. Planning, implementation, reporting, and monitoring of CDBG and HOME resources.
    - *Eligibility & Regulation Citation: 21A General Program Administration, 24 CFR Part 570.206*
- **FACILITIES/CAPITAL, NEIGHBORHOODS**
  - **Downtown Homeless & Housing Services Facility** - $607,048 in CDBG funds. Homeless and housing-related service facility located in downtown Fargo. Activities may include property or land acquisition, building rehabilitation, and feasibility analysis. Facility will serve/shelter/house people who are at risk of homelessness, recently homeless, or who are currently homeless.
    - *National Objectives, Eligibility, & Regulation Citations: Low-Mod Clientele Benefit [24 CFR Part 570.208(a)(2)], 01 Acquisition of Real Property, 24 CFR Part 570 201(a); 03E Neighborhood Facilities or 03C Homeless Facilities (not operating costs), 24 CFR Part 570.201(c).*
- **PUBLIC SERVICE**
  - **Emergency Subsistence Payments/Homeless Prevention & Diversion Efforts** – COVID-19 Prevention, Preparation, & Response - $125,000 in CDBG funds. Temporary emergency housing assistance, housing navigation and operational support for homeless prevention and diversion efforts. Temporary emergency housing assistance includes rent, mortgage, non-City-owned utilities, and other homeless or eviction prevention-type assistance as approved by the City of Fargo. Providers will make emergency assistance payments directly to the payees (i.e., rental office, utility company, etc.) on behalf of an individual or household. $62,500 each to project partners: SouthEastern North Dakota Community Action Agency (SENDCAA) and Presentation Partners in Housing
    - Several people have been impacted by the COVID-19 pandemic, particularly those who have low income. Many jobs were lost and in some cases, housing was lost. Keeping people housed, rapidly re-housing, or housing people who are currently homeless instantly provides a safe place for quarantine, isolation, and social distancing. Ultimately, this response reduces the spread of COVID-19 and keeps the community's hospitals from being inundated.
    - *National Objective, Eligibility & Regulation Citation: Low-Mod Clientele Benefit [24 CFR Part 570.208(a)(2)], 03T Operating Costs of Homeless/Aids Patient Programs, 24 CFR Part 570.201(e) or 05Q Subsistence Payments, 24 CFR 570.207(b)(4)*

- **Eviction Prevention Efforts** – COVID-19 Prevention, Preparation, & Response - $10,000 in CDBG funds. Eviction prevention efforts. This response reduces the spread of COVID-19 and keeps the community's hospitals from being inundated by keeping individuals housed. Project partner: High Plains Fair Housing Center.
    - *National Objective, Eligibility, & Regulation Citation: Low-Mod Clientele Benefit [24 CFR Part 570.208(a)(2)], 05K Tenant/Landlord Counseling, 24 CFR Part 570.201(e), 24 CFR Part 570.482(c)(2).*

- **HOUSING**
    - **Community Development Housing Organization (CHDO) Project** - $100,000 in 'set-aside' HOME funds. New construction of affordable housing.
        - *National Objective: Low-Mod Housing Benefit, HOME Eligible Activity under 92.205(a)(1)*
    - **Multi-Family Rental** - $447,400 in HOME funds. New construction of an affordable multi-family rental housing complex.
        - *HOME Eligible Activity under 92.205(a)(1)*
- **CONTINGENCY FUNDS**
    - Funds held in contingency for issues that may arise during the program year. $18,000 in CDBG funds, $5,000 in HOME funds.

Contingency Provisions/Potential Adjustments to 2021 Activities & Budget

- Budget adjustments transferring amounts greater than 10% of the amount allocated to the City's entitlement grant programs for program year 2021 are considered substantial amendments and will be implemented in accordance with Fargo's Citizen Participation Plan
- Unanticipated program income may result in a substantial amendment to amend activities and budgets in accordance with Fargo's Citizen Participation Plan
- All funding levels indicated above are estimated amounts

Comments & Suggestions

Comments and suggestions from the public are encouraged through a public comment period and/or at the public hearing (schedule below) (virtual or live). The 2021 draft plan is available online at www.fargond.gov/planninganddevelopment/plansandstudies or by request through the Planning and Development Department. See contact information below.

The facility is accessible and can accommodate persons with disabilities. Alternative formats of this information or reasonable accommodations for persons with hearing loss, vision loss, disabilities or limited English proficiency, including the availability of interpretation and translation services, will be made upon request (a 48 hour notice is required). Anyone who requires these services or an auxiliary aid to fully participate should contact the Planning and Development Department at 701.241.1474 / Planning@FargoND.gov, or the City of Fargo's Section 504/ADA Coordinator Brock Morrison at 701.298.6966 to arrange for services. To access North Dakota Relay dial 711. In accordance with Federal regulations and City of Fargo policies, the City of Fargo provides services without regard to race, color, national origin, sex, disability, age, familial status, religion, marital status, veteran status, sexual orientation, gender identity, public assistance, domestic violence, lawful activity, or condition protected by applicable federal and state laws. The City is an equal employment/equal housing opportunity agency.

30-Day Public Comment period:	May 27 through June 25, 2021
Send written comments or phone:	City of Fargo Planning and Development Department Attn: Community Development Planning Coordinator 225 4th Street North, Fargo ND 58102 701.476.4144
Electronic Comments:	Planning@FargoND.gov
Public Hearing:	Monday, June 14, 2021 - 5:15 pm Fargo City Commission Chambers 225 4th Street North, Fargo, ND 58102
Final City Commission Consideration:	Monday, June 28, 2021 – 5:15 pm

RESOLUTION APPROVING THE 2021 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) & HOME PROGRAMS

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

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

WHEREAS, in compliance with federal regulations, the City of Fargo has adopted its 2021 Annual Action Plan for the Community Development Block Grant (CDBG) & HOME programs to make available housing and community development resources that primarily address the needs of low to moderate income persons in Fargo; and

WHEREAS, the City of Fargo has conducted a required citizen participation process including a draft publication of the 2021 Annual Action Plan, a public hearing, and a 30-day public comment period.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fargo, North Dakota that the Mayor is herein authorized and directed to submit the 2021 Annual Action Plan to the U.S. Department of Housing and Urban Development and enter into and execute contracts and other documents as necessary to effectuate activities identified in the plans.

CERTIFICATE

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

I, Timothy J. Mahoney, the duly elected, qualified and acting Mayor of the City of Fargo, North Dakota; and

I, Steven Sprague, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota,

DO HEREBY CERTIFY:

That the foregoing is a full, true and correct copy of the original Resolution, and the whole thereof approving the City of Fargo's 2021 Annual Action Plan for the Community Development Block Grant (CDBG) & HOME programs as described in the foregoing Resolution; which Resolution was duly adopted by the Board of City Commissioners of the City of Fargo, North Dakota, at the meeting of the Board held June 28, 2021 at which Regular Meeting all members present voted in favor of the adoption of the Resolution; and

That such Resolution is now a part of the permanent records of the City of Fargo, as such records are now filed in the office of the City Auditor.

(SEAL)

_____
Timothy J. Mahoney,
Mayor of the City of Fargo, North Dakota

ATTEST:

_____
Steven Sprague, City Auditor

On this ____ day of _____, 2021, before me, _____, a Notary Public in and for Cass County, in the State of North Dakota, personally appeared Timothy J. Mahoney, known to me to be the Mayor of the City of Fargo, North Dakota, and Steven Sprague, City Auditor of the City of Fargo, a municipal corporation under the laws of the State of North Dakota, and they acknowledged to me that they executed the foregoing instrument.

_____
Notary Public, Cass County, North Dakota

THE CITY OF Fargo FAR MORE

Planning & Development
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: planning@FargoND.gov
www.FargoND.gov

MEMORANDUM

26

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR

DATE: JUNE 23, 2021

RE: NATIONAL ENDOWMENTS FOR THE ARTS DESIGNATION OF LOCAL ARTS AGENCY, THE ARTS PARTNERSHIP

The Planning Department and the City's Arts and Culture Commission were recently presented an opportunity by the North Dakota Council for the Arts (NDCA). There are American Relief Funds (ARP) distributed directly to the National Endowment for the Arts (NEA) and allocated to the NDCA and Local Arts Agencies for regranting.

At risk of turning these funds away, the NDCA coordinated with the NEA for assistance in distributing these funds across the state. As such, NDCA is recruiting Minot Arts Council, Bismarck Arts Council, and The Arts Partnership to serve as regranting agencies across the state. Unique to this program, the NEA requires a local jurisdiction to designate a Local Arts Agency. As such, at the June 16 Arts and Culture Commission, The Arts Partnership was recommend unanimously to assign this designation and to seek authorization from the City Commission.

For further clarification on the ARP funds and distribution, the City of Fargo does not receive nor oversee these funds. The designation is simply a way to inform the NEA and the State that we collaboratively work together on larger community needs and that we believe arts and culture activities to be important. NEA is a unique federal agency that often partners directly with non-profits. In years past, the Lake Agassiz Arts Council (The Arts Partnership's predecessor) received this designation and as recent as 2007 is shown as the City's Local Arts Agency on many national directories.

The attached resolution serves to update the City's Local Arts Agency designation for federal allocations. By supporting the Arts and Culture Commission's recommendation, potentially an additional $700,000+ funds may come to our region for regranting. NDCA will oversee this regranting program, and staff understand that all the area's non-profits arts entities will be eligible to participate.

Recommended Action: Approve the Arts and Culture Commission's recommendation to designate The Arts Partnership as a Local Arts Agency, and to authorize execution of attached resolution.

EQUAL HOUSING OPPORTUNITY

COMMISSIONER _____ introduced the following resolution and moved its adoption:

RESOLUTION ESTABLISHING THE ARTS PARTNERSHIPAS THE LOCAL ARTS AGENCY (LAA)

WHEREAS, the City of Fargo recognizes the availability of funds from federal agencies (example: National Endowment for the Arts) to be used and distributed for the purpose of strengthening the Arts, Artists, Arts Organizations, Arts related groups, and the Arts community; and

WHEREAS, the City of Fargo recognizes the cultural and aesthetic importance of a strong Art community, and the financial and quality of life benefits of a strengthened Arts community to livability and local sales tax revenue; and

WHEREAS, City of Fargo recognizes the need for a LAA designated by a local government authority to have the power and authority to distribute federal funds; and

WHEREAS, the City of Fargo recognizes the abilities and expertise of The Arts Partnership, a North Dakota non-profit corporation, to carry out the work of a designated LAA for the betterment of city, county, and region; and

WHEREAS, the Lake Agassiz Arts Council is The Arts Partnership's predecessor, and as such has been the regranting agency for the city of Fargo for the past 30 years; and

WHEREAS, the Arts and Culture Commission of the city of Fargo approved the designation of The Arts Partnership as the LAA on Wednesday, June 16, 2021, making The Arts Partnership eligible for ARP funding and redistribution programs as coordinated with the National Endowment for the Arts and the North Dakota Arts Council; and

WHEREAS, the North Dakota Arts Council has requested that the city of Fargo designate The Arts Partnership as the LAA; and

WHEREAS, the Arts Partnership, as the designated LAA, may recognized by the City of Fargo and shall be vested with the power and authority to distribute federal funds.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF CITY COMMISSIONERS,

1. The Arts Partnership, a North Dakota non-profit corporation is hereby designated as the official Local Arts Agency (LAA) and shall be vested with all necessary and appropriate power and authority to serve as a recognized LAA.

2. The Arts Partnership shall have the power and authority to distribute federal funds for the purpose of strengthening the Arts, Artists, Arts Organizations, Arts related groups, and the Arts community.

3. The Arts Partnership shall have sole responsibility for the funds received pursuant to this designation, and the city of Fargo shall be absolved of any liability for the receipt and use of such funds.

The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER _____, and upon roll call vote, the following voted in favor thereof: COMMISSIONERS _____. The following were absent and not voting: _____, and the following voted against the same: _____, whereupon the resolution was declared duly passed and adopted.

Dated this ____ day of _____, 2021.

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

ATTEST:

_____
Steve Sprague, City Auditor

THE Arts Partnership

Cultivating the arts in our community

TO: Nicole Crutchfield, the City of Fargo
FROM: Dayna Del Val, president & CEO The Arts Partnership
DATE: June 8, 2021
RE: A proposal to recognize The Arts Partnership as a Local Arts Agency

Hello Ms. Crutchfield and the City of Fargo:

I recently learned of an important designation within the National Endowment for the Arts that would be available to The Arts Partnership with some assistance from the City of Fargo.

Based on National Endowment for the Arts (NEA) funding available due to ARP dollars, and per consultation with both the North Dakota Council for the Arts and the NEA, the local and regional arts community has an opportunity for direct funding with TAP and North Dakota Council for the Arts oversight. The available funding, however, requires that The Arts Partnership be recognized as a Local Arts Agency.

Historically the City of Fargo has had a long business relationship with The Arts Partnership and its predecessor Lake Agassiz Arts Council. However, through formal recognition of a letter from the City of Fargo indicating us to be a Local Arts Agency, we would be able to secure additional significant for distribution across State Region 5, which would allow us to disburse federal funds to area arts and culture nonprofits on behalf of the NEA that otherwise would be turned away.

I also intend to reach out to other local and county jurisdictions for official recognition as a Local Arts Agency as well. For more information about the definition of Local Arts Agency, please see attached background information for more understanding of a Local Arts Agency designation and what that means.

In summary, The Arts Partnership is extremely thankful for the 30+ years of funding we've had from the City. I am seeking the City's recognition of this relationship in writing in order to demonstrate to the NEA and the North Dakota Council of the Arts that the City of Fargo recognizes our organization as an arts service provider and as an arts agency in our metropolitan area and that it works on the City's behalf to provide grantmaking services in our area.

We do not believe this request jeopardizes any existing programs or future programs that the City has or future granting or program partnership that the City intends in the community either through The Arts Partnership or independently. Please reach out with any questions or concerns.

Sincerely,

Dayna Del Val

Dayna Del Val

The Arts Partnership • 1104 2nd Ave. S, Suite 315 • Fargo, ND 58103
theartspartnership.net

ARIZONA COMMISSION ON THE ARTS

WHAT IS A LOCAL ARTS AGENCY?

Updated February 27, 2015

Americans for the Arts defines a local arts agency (LAA) as a community organization or local government agency that supports cultural organizations, provides services to artists or arts organizations, and/or presents arts programming to the public. LAA's endeavor to make the arts part of the daily fabric of community living.

Each LAA is unique to the community that it serves and each change as fast as its community changes. However, all seek to serve the diverse art forms in their community and make them accessible to every community member.

Simply put, a LAA is a nonprofit or government entity that is created to meet the cultural needs of a community and to foster an environment in which artists and arts organizations can flourish. A LAA represents all of the arts disciplines and frequently acts as a central clearinghouse for the cultural scene of a community. A LAA may provide services, coordinate, present and run programs, fundraise, administer and distribute grants, educate, stimulate, and nurture the cultural life of the community.

LAA's can serve populations of all sizes, and are located in urban, rural and suburban areas. They can focus on one activity or dozens of activities, based on the needs and desires of the community. LAA's can represent a single jurisdiction, such as a city, town or county, or multiple jurisdictions, such as a metropolitan or tri-state area. Or, they may represent smaller areas, such as a neighborhood within a city or county.

Other combinations are also possible: several larger cities in the United States have two LAA's. In such instances, the agencies usually have a separate focus but work cooperatively with each other. LAA's also work with many other entities within a community, such as libraries, schools, businesses, tourism offices, and governmental divisions concerned with such functions as city planning, public art, parks and recreation. LAA's often assume the lead role in coordinating community-wide networks and activities and promote a strong sense of civic pride.

Because it represents the community as a whole, a LAA is nonpartisan. Its supporters reflect the diversity of the population it serves--people of all ages, ethnic and racial backgrounds and "special interest" groups, such as people with disabilities and older individuals. There are an estimated 3,000 LAA's in the United States, each of which is helping to enrich the lives of its constituency.

In a broad sense, LAA's serve as a unified voice for the arts community and as a vehicle for educating the general public about the value and significance of the arts. LAA's place special emphasis on the important role the arts play in the economic vitality of communities; a healthy cultural "scene" and a healthy economy frequently go hand-in-hand!

LAA activities commonly fall into three areas: programming, services and grantsmanship. Most LAA's combine and carry out activities in all three areas and also engage in some advocacy work. LAA's can provide tangible services such as printed arts calendars, central ticket offices, insurance and group purchasing/equipment loan plans, cultural libraries, employment referral services, directories and newsletters, administrative management services and training opportunities. They can produce and

operate programs such as festivals, exhibitions, "art in public places" projects, touring programs, and educational programming in the schools and elsewhere. Many LAA's also do fundraising (grantsmanship), which can involve administering united arts fundraising campaigns, obtaining grants and offering fellowships to artists. Still other LAA's operate cultural facilities and integrate involvement with community-wide planning, urban design and redevelopment into their programming or services.

For more information on Local Arts Agencies, please contact the Arizona Commission on the Arts at:

Arizona Commission on the Arts
Kristen Pierce, Organizational Services Coordinator
(602) 771-6517
kpierce@azarts.gov

The **Arizona Commission on the Arts** is an agency of the State of Arizona which supports access to quality arts and arts education opportunities for all Arizonans; the development and retention of statewide jobs in the nonprofit arts, culture and education sectors; and increased economic impact in local communities through arts-based partnerships that develop tax and small business revenue.

We imagine an Arizona where everyone can participate in and experience the arts.

For more information, contact us at (602) 771-6501 or email info@azarts.gov or visit www.azarts.gov. To request this or any other publication in an alternate format, contact the Arts Commission offices. *An equal employment opportunity agency.*

THE CITY OF Fargo FAR MORE

Planning & Development
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: planning@FargoND.gov
www.FargoND.gov

27

MEMORANDUM

TO: Fargo City Commission

FROM: Mark Williams, Assistant Director of Planning & Development

DATE: June 24, 2021

SUBJECT: 2021 Street Fair Parking Request

At the June 24, 2021 Parking Commission meeting, the Parking Commission voted to approve the following recommendations to the City Commission regarding parking requests during the Street Fair:

1. Request for Temporary Use of the Main Avenue Parking Lot by the Downtown Community Partnership (DCP) during the Street Fair;
2. Request for Vendor Parking along 4th Street North during Street Fair;
3. Request to implement an event parking fee of $5.00 to be charged at all Interstate Parking locations during the Street Fair.

The first two requests came from the Downtown Community Partnership (DCP), which is planning for the Street Fair 2021 to be held July 15-17. DCP stated the need for temporary parking both in the Main Avenue Parking Lot and along 4th Street North to accommodate vendors operating during the Street Fair. The third request came from Interstate Parking, which expressed their desire for consistency in event parking fees across all of their facilities in Downtown Fargo.

Recommendation: Accept the findings and recommendations of the Parking Commission regarding parking requests during the Street Fair.

EQUAL HOUSING OPPORTUNITY

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement"), made and entered into by and between Downtown Community Partnership, a North Dakota non-profit corporation, hereinafter referred to as "DCP"; whose address is _____, Fargo, North Dakota 58102 and the **CITY OF FARGO,** a North Dakota municipal corporation, whose address is 225 4th Street North, Fargo, North Dakota, 58102, hereinafter referred to as "City".

WHEREAS, DCP desires to use a portion of a City owned parcel, including a portion of adjacent public right of way adjacent to Main Avenue as well as Broadway, the "Subject Property" described more fully below, for the temporary use by DCP for purposes of the DCP's sponsorship and operations of the downtown community festival commonly known as the Fargo Street Fair, which is scheduled to occur July 15, 16 and 17th, 2021, which purposes will allow DCP to permit authorized booths, food vendors and other invitees to set up their booths, food trucks, kiosks and the like on the Subject Property as part of the said street fair activities; and

WHEREAS, City and DCP wish to enter into this Agreement to allow for the use by DCP under the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of License - Description of Premises. City hereby grants to DCP a license to occupy and use, subject to all of the terms and conditions hereof, the Subject Property described as follows (hereinafter referred to as the "Subject Property"):

TRACT ONE: A tract of unplatted land located in the NE'/4 of Section 7, Township 139 North, Range 48 West of the 5th Principal Meridian, in the City of Fargo, Cass County, North Dakota described as follows:

Commencing at a found iron monument at the Northwest corner of the record plat

Northern Pacific Second Addition; thence on an assumed bearing of South 04° 17' 22" East, along the Easterly line of Broadway for a distance of 417.32 feet to the True Point of Beginning; thence South 89° 38' 42" East 259,30 feet to the Northwest corner of that certain parcel of land described in Quitclaim Deed dated July 13, 2000 from The Burlington Northern and Santa Fe Railway Company to Lake Agassiz Regional Development Corporation; thence South 00° 20' 45" West, along the Westerly boundary of said "Lake Agassiz" parcel 76.48 feet to a found iron monument on the North right of way line of Main Avenue; thence North 89° 32' 13" West along said North right of way line of Main Avenue 253.14 feet to a point on the Easterly right of way line of Broadway; thence North 04° 17' 22" West along said right of way line 76.25 feet to the True Point of Beginning;

AND,

TRACT TWO: A tract of unplatted land located in the NE$^1/_4$ of Section 7, Township 139 North, Range 48 West of the 5th Principal Meridian, in the City of Fargo, Cass County, North Dakota described as follows:

Commencing at a found iron monument at the northwest corner of the record plat Northern Pacific Second Addition; thence on an assumed bearing of South 04° 17' 22" East, along the Easterly line of Broadway for a distance of 417.32 feet to the **True Point of Beginning;** thence North 04° 17' 22" West, 35.12 feet; thence South 89° 38' 42" East, 262.14 feet; thence South 00° 20' 45" West, 35.00 feet; thence North 89° 38' 42" West, 259.30 feet to the **True Point of Beginning;**

said Tracts One and Two referred to herein collectively as the "Subject Property", the street address for which is 501 Main Avenue, Fargo, North Dakota.

[[Tract One is the legal description contained in that certain quitclaim deed recorded at the Office of the Cass County Recorder as document number 976087. Tract Two is the legal description contained in the easement recorded at the Office of the Cass County Recorder as document number 976088.]]

2. Limitation to Described Purpose. The Subject Property may be occupied and used by DCP for purposes as described in the recitals above, only. No permanent structures shall be construed on the Subject Property.

3. Use of Subject Property and Prohibited Activities. DCP may occupy the Subject Property "AS IS". Accordingly, City shall not be responsible for any repairs of any kind and if the

Subject Property should become unusable, DCP's sole remedy is to vacate the Subject Property. DCP shall maintain the Subject Property while it is utilizing the same under this Agreement. Such maintenance shall include all cleaning as well as maintenance of the existing pavement. DCP shall be responsible for removal of trash and debris after the street fair. DCP agrees not to alter the Subject Property in any manner without the prior written permission of City.

4. Signage and Striping. DCP shall be permitted to place one or more signs on the Subject Property identifying it for Private Use, and advising all others not so permitted as to the authority of licensee to tow vehicles from the Subject Property, at DCP discretion and expense. DCP shall provide contact information on the signage so as to advise that City is not responsible for towing and to lessen the incidence of inquiry to the City in the event of towing. City shall have no responsibility for the Subject Property during the use permitted herein, including clearing the space, ticketing, or any other such activities.

5. Reserved.

6. Term and Termination. The term of this Agreement shall be for a period commencing the ____ day of July, 2021, and ending at 11:59 p.m. on the ____ day of July, 2021, subject to City having a right to terminate the Agreement at any time. It is specifically understood and agreed that the City retains authority to operate and maintain existing above ground and underground municipal facilities on the Subject Property. In the event the City needs to permanently retake the Subject Property for public use, City will provide DCP written notice thirty (30) days in advance to remove any vehicles or signage permitted herein, except in the event of an emergency, in which case the Subject Property may be cleared by whatever means available to City, at DCP sole risk and responsibility.

7. Payment. DCP shall pay the sum of One and no/100 Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged.

8. Indemnity and Hold harmless. DCP agrees to indemnify and hold City, its officers, agents and employees, its property, streets, sidewalks, and any other municipal improvements arising from DCP' use of the Subject Property harmless for any and all claims, demands, or causes of action that may be commenced against City relating to DCP use of the Subject Property. DCP further agrees to pay any and all costs the City incurs to enforce this indemnity provision, including attorney's fees. DCP also agrees to provide to City a certificate of insurance for at least $1,000,000 and naming the City as an insured and indicating acceptance by its insurer of its obligation to defend and hold the City harmless as hereinabove stated.

9. Assignment. This Agreement is personal to DCP and is not transferable, and may not be assigned.

10. Notices. Notices provided herein shall be effective if mailed, regular mail, to the following:

DCP, LLC	City of Fargo, Planning Dept
Attn: _____	Attn: Mark Williams
_____	225 4th Street North
Fargo, ND 58102	Fargo, ND 58102

11. Choice of Law. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.

12. Waiver. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement,

will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City to enforce each and every term of this Agreement.

13. Severability. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.

14. Entire Agreement. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.

15. Amendments. Any modifications or amendments of this Agreement must be in writing and signed by both partiesto this Agreement.

(Signatures on the following pages)

Dated this ____ day of _____, 202__.

CITY OF FARGO,
a North Dakota municipal corporation

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

ATTEST:

_____
Steven Sprague, City Auditor

Dated this ____ day of _____, 202__.

Downtown Community Partnership,
a North Dakota Non-Profit Corporation

_____
By: _____
Its: _____

28a

City of Fargo Staff Report			
Title:	Sigma Psi Housing Addition	**Date:** **Update:**	3-26-2021 6-23-2021
Location:	1261 University Drive North; 1206 and 1210 13th Avenue North	**Staff Contact:**	Kylie Bagley
Legal Description:	Lots 1, 2, 7 and 8, along with a portion of the vacated alley all in Lane's Subdivision		
Owner(s)/Applicant:	Sigma Psi Housing LLC/Tony Eukel	**Engineer:**	MBN Engineering
Entitlements Requested:	Minor Subdivision (Replat of Lots 1, 2, 7 and 8, along with a portion of the vacated alley all in Lane's Subdivision)		
Status:	City Commission Public Hearing: June 28, 2021		

Existing		**Proposed**
Land Use: Group Living		**Land Use:** Group Living
Zoning: LC, Limited Commercial		**Zoning:** Unchanged
Uses Allowed: Colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, off premise advertising signs, commercial parking, retail sales and service, self-service storage, vehicle repair, limited vehicle service. Plus a CUP to allow Group Living Plus CUP to allow for an Alternative Access Plan to reduce on-site parking.		**Uses Allowed:** Unchanged
Maximum Lot Coverage Allowed: 55% building coverage		**Maximum Lot Coverage Allowed:** Unchanged

Proposal:

The applicant is requesting a minor subdivision entitled **Sigma Psi Housing Addition** which is a replat of Lots 1, 2, 7 and 8, along with a portion of the vacated alley all in Lane's Subdivision. The minor subdivision will create one lot one block in order to accommodate a sorority house on site.

In 2019 the property owner received a Conditional Use Permit (CUP) to allow group living in the LC, Limited Commercial, zoning district as well as a CUP to allow for an Alternative Access Plan to reduce parking on site.

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

Surrounding Land Uses and Zoning Districts:

- North: across 13th Ave N, P/I, Public & Institutional and MR-3, Multi-Dwelling Residential with Religious Other and Group Living (Fraternity & Sorority) uses
- East: MR-3, Multi-Dwelling Residential with Group Living (Fraternity & Sorority) use
- South: LC, Limited Commercial with Office use
- West: P/I, Public & Institutional with Educational use

Area Plans:

The Roosevelt-NDSU Neighborhood Area Plan designates the area of this project as "Commercial with Residential" land use.

Schools and Parks:

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

Neighborhood: The subject property is located within the Roosevelt neighborhood.

Parks: Roosevelt Park is located approximately less than one quarter mile to the southeast of the project site and provides the amenities of a multipurpose field, outdoor skating/warming house, and playground.

Pedestrian / Bicycle: There are shared use paths along 12th Avenue North and bike lanes along University Drive North and 10th Street North that are components of the metro area bikeways system.

Staff Analysis:

Minor Subdivision

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

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**
   No zone change is proposed. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has not

received any communication regarding this project. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

2. **Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**
   While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. **(Criteria Satisfied)**

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed plat, **Sigma Psi Housing Addition** as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other applicable requirements of the Land Development Code".

Planning Commission Recommendation: April 6, 2021

At the April 6, 2021 Planning Commission, by a vote of 6-0 with three Commissioners absent and two Commission seats vacant, the Planning Commission moved to accept the findings and recommendations of staff and moved to recommend approval to the City Commission of the proposed plat of the **Sigma Psi Housing Addition,** as the proposal complies with the Go2030 Fargo Comprehensive Plan, Standards of Article 20-06 of the LDC and all other applicable requirements of the LDC.

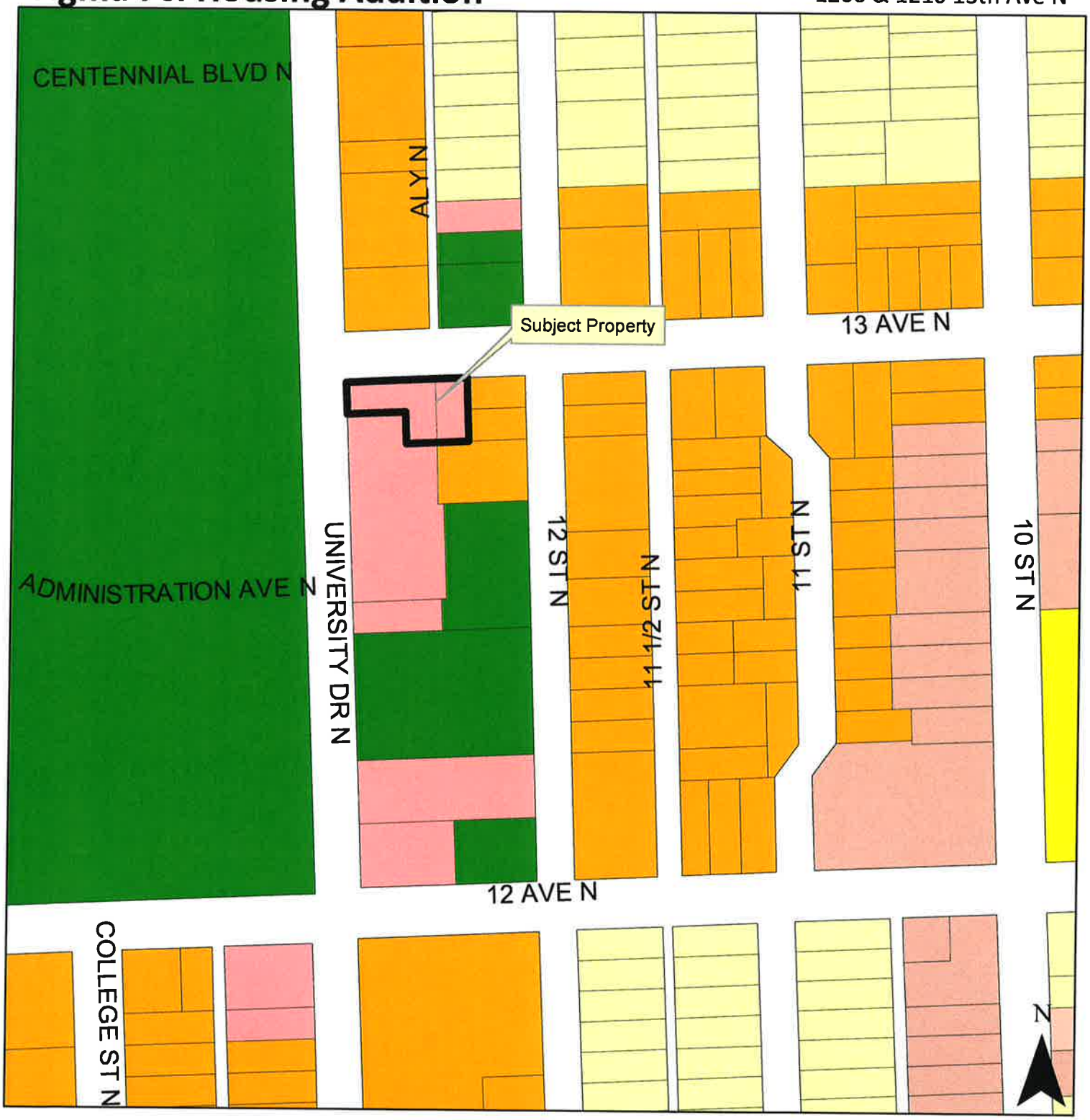
Attachments:

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

Plat (Minor)

Sigma Psi Housing Addition

1261 University Dr N
1206 & 1210 13th Ave N



THE CITY OF Fargo FAR MORE

Legend
AG, LC, MHP, SR-2, DMU, LI, NC, SR-3, GC, MR-1, NO, SR-4, GL, MR-2, P/I, SR-5, GO, MR-3, UMU, City Limits

200 Feet

Fargo Planning Commission
April 6, 2021

Plat (Minor)

Sigma Psi Housing Addition

1261 University Dr N
1206 & 1210 13th Ave N

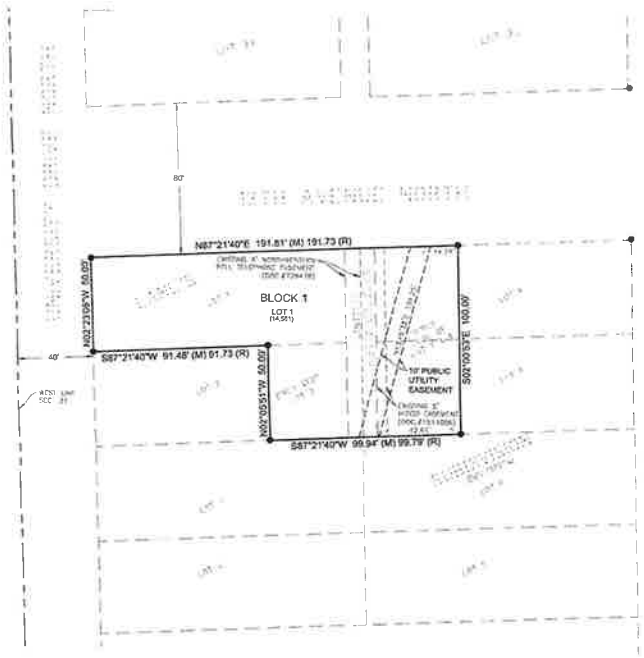
THE CITY OF Fargo FAR MORE

200 Feet

Fargo Planning Commission
April 6, 2021

SIGMA PSI HOUSING ADDITION

TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
A REPLAT OF PARTS OF LOTS 1, 2, 7, AND 8, ALONG WITH A PORTION OF THE VACATED ALLEY ALL IN LANE'S SUBDIVISION
(A MINOR SUBDIVISION)



0 30 60
SCALE IN FEET
ORIENTATION OF THIS BEARING SYSTEM IS CITY OF FARGO GROUND

LEGEND

●	MONUMENT IN PLACE
(M)	MEASURED BEARING & DISTANCE
(R)	RECORDED BEARING & DISTANCE
(5,000)	LOT AREA (SQUARE FEET)
	EXISTING PROPERTY LINE
	EXISTING EASEMENT LINE
	NEW EASEMENT LINE
	PLAT BOUNDARY

NOTES

1. GROUND DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.

OWNER'S CERTFICIATE

KNOW ALL PERSONS BY THESE PRESENTS, That the Sigma Psi Housing, LLC a Indiana Limited Liability Company, as owner of a parcel of land located in that part of the Southwest Quarter of Section 31, Township 140 North, Range 48 West of the Fifth Principal Meridian, Cass County, North Dakota, being more particularly described as follows:

Lot 1, the East 41.27 feet of Lot 2, the West 43.26 feet of Lots 7 and 8 along with the vacated alley contiguous to said lots, all in Lane's Subdivision to the City of Fargo, as filed and on record at the office of the County Recorder, Cass County, North Dakota.

Containing 0.33 acres, more or less.

Said owners have caused the above described parcel of land to be surveyed and platted as **"SIGMA PSI HOUSING ADDITION"** to the City of Fargo, Cass County, North Dakota and does hereby dedicate to the public, for public use the utility easements as shown on this plat for purposes specified.

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Jason Ness, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision; that the monuments for the guidance of future surveys have been located or placed in the ground as shown.

Dated this 25th day of May, 2021.

Jason Ness, PLS
Professional Land Surveyor
Registration No. LS-6884

REGISTERED PROFESSIONAL LAND SURVEYOR JASON NESS LS-6884 Date 5-25-21 NORTH DAKOTA

State of North Dakota)
) SS
County of Cass)

On this 25th day of May, 2021, appeared before me, Jason Ness, known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that he executed the same as his own free act and deed.

Notary Public, Cass County, North Dakota

LEAH MARTIN Notary Public State of North Dakota My Commission Expires May 7, 2023

CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planning Commission this 2nd day of April, 2021.

John Gunkelman
Planning Commission Chair

State of North Dakota)
) SS
County of Cass)

On this 26th day of May, 2021, before me, a notary public in and for said county, personally appeared John Gunkelman, Planning Commission Chair, known to me to be the person described in and who executed the same as a free act and deed.

Notary Public, Cass County, North Dakota

MIRANDA WOLF Notary Public State of North Dakota My Commission Expires Mar 14, 2023

FARGO CITY COMMISSION APPROVAL

Approved by the Board of Commissioners and ordered filed this __ day of _____ 20__.

Timothy J. Mahoney
Mayor

Attest: _____
Steven Sprague, City Auditor

State of North Dakota)
) SS
County of Cass)

On this ____ day of _____ 20__, before me, a notary public in and for said county, personally appeared Timothy J. Mahoney, Mayor, and Steven Sprague, City Auditor, known to me to be the persons described in and who executed the same as a free act and deed.

Notary Public, Cass County, North Dakota

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

Approved by the City Engineer this 11th day of June, 2021.

Brenda E. Derrig, P.E.
City Engineer

REGISTERED PROFESSIONAL ENGINEER BRENDA E. DERRIG PE-5853 Date 6-11-2021 NORTH DAKOTA

State of North Dakota)
) SS
County of Cass)

On this 11th day of June, 2021, before me, a notary public in and for said county, personally appeared Brenda E. Derrig, City Engineer, known to me to be the person described in and who executed the same as a free act and deed.

Notary Public, Cass County, North Dakota

KRISTI OLSON Notary Public State of North Dakota My Commission Expires Oct. 17, 2023

Mead & Hunt
Phone: 701-566-6450
meadhunt.com

PROJECT NO.
4289700-210373.01
SHEET 1 OF 1

28b

City of Fargo Staff Report			
Title:	Booth Addition	**Date:** **Update:**	3-24-21 6-23-21
Location:	1532, 1538, 1542 and 1548 1st Avenue North	**Staff Contact:**	Kylie Bagley
Legal Description:	Lots 1 – 15, Block 25 and vacated 15 ½ Street North and all Vacated Alley in Reeve's Addition		
Owner(s)/Applicant:	Booth Family LLC/Daniel Ness	**Engineer:**	Mead & Hunt
Entitlements Requested:	Minor Subdivision (Replat of Lots 1 – 15, Block 25 and vacated 15 ½ Street North and all Vacated Alley in Reeve's Addition)		
Status:	City Commission Public Hearing: June 28, 2021		

Existing		**Proposed**
Land Use: Vacant		**Land Use:** Commercial Shop Condos
Zoning: LI, Limited Industrial		**Zoning:** Unchanged
Uses Allowed: Colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self storage, vehicle repair, limited vehicle service, industrial service, manufacturing and production, warehouse and freight movement, wholesale sales, aviation, surface transportation.		**Uses Allowed:** Unchanged
Maximum Lot Coverage Allowed: 85% building coverage		**Maximum Lot Coverage Allowed:** Unchanged

Proposal:

The applicant is requesting a minor subdivision entitled **Booth Addition** which is a replat of Lots 1 – 15, Block 25 and vacated 15 ½ Street North and all Vacated Alley in Reeve's Addition. The minor subdivision will create one lot, one block in order to accommodate commercial condos on site.

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

Surrounding Land Uses and Zoning Districts:

- North: Across 1st Avenue North is LI, Limited Industrial and GC, General Commercial with warehouse and office uses;
- East: LI, Light Industrial with warehouse and office uses;
- South: GC, General Commercial with the BNSF Railroad;
- West: LI, Limited Industrial with warehouse and office uses.

Area Plans:

The subject property is located within the boundaries of the Core Neighborhoods Plan, which is in process and in its final stages of development and review.

Schools and Parks:

Neighborhood: Madison / Unicorn Park

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

Parks: Unicorn Park (1603 3 Avenue North) is located approximately 800 feet north of the subject property. Unicorn Park provides basketball, grill, multipurpose field, playground, and picnic table amenities.

Pedestrian / Bicycle: There is an on-road bike facility located north of the property on 1st Avenue North. This bike route is a component of the metro area bikeways system.

Staff Analysis:

Minor Subdivision

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

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**
   The properties within this plat are currently zoned LI, Limited Industrial. No zone change is proposed. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has not received any communication regarding this project. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

2. **Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**
   While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. **(Criteria Satisfied)**

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of Planning Commission and staff and move to approve the proposed subdivision plat, **Booth Addition** as outlined within the staff report, as the proposal complies with the standards of Article 20-06, and all other applicable requirements of the Land Development Code".

Planning Commission Recommendation: April 6, 2021

At the April 6, 2021 Planning Commission, by a vote of 6-0 with three Commissioners absent and two Commission seats vacant, the Planning Commission moved to accept the findings and recommendations of staff and moved to recommend approval to the City Commission of the proposed plat of the **Booth Addition,** as the proposal complies with the Go2030 Fargo Comprehensive Plan, Standards of Article 20-06 of the LDC and all other applicable requirements of the LDC.

Attachments:

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

Plat (Minor)

Booth Addition

1532 1st Ave N

THE CITY OF Fargo FAR MORE

Legend

AG, LC, MHP, SR-2, DMU, LI, NC, SR-3, GC, MR-1, NO, SR-4, GI, MR-2, P/I, SR-5, GO, MR-3, UMU, City Limits

200 Feet

Fargo Planning Commission
April 6, 2021

Plat (Minor)

Booth Addition

1532 & 1534 1st Ave N

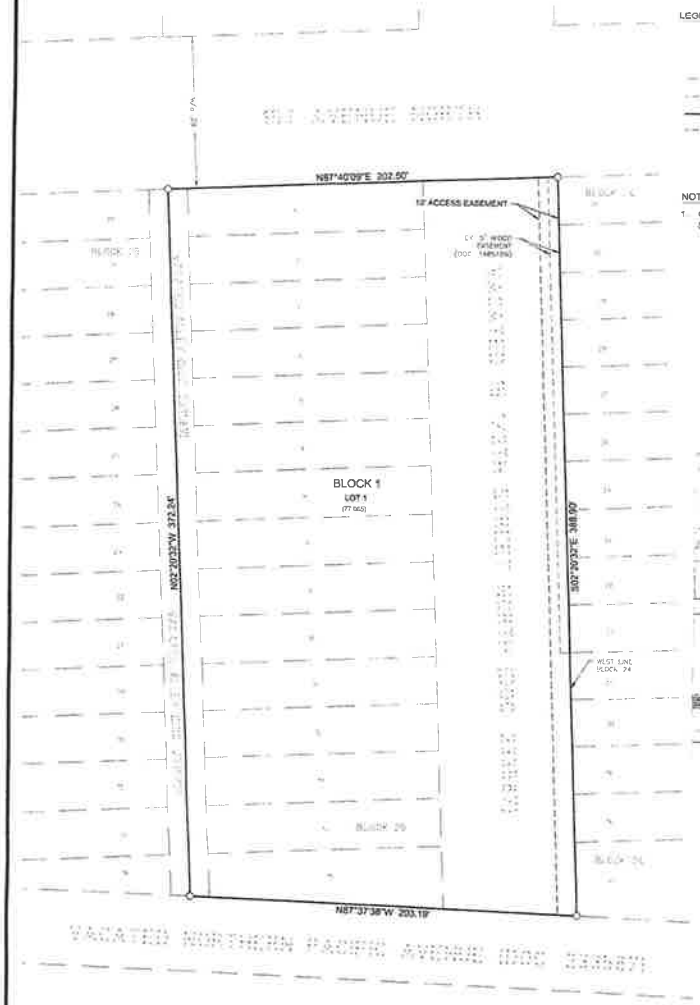
THE CITY OF Fargo FAR MORE

200 Feet

Fargo Planning Commission
April 6, 2021

BOOTH ADDITION

TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
A REPLAT OF LOTS 1 THROUGH 15, BLOCK 25 AND PART OF THE VACATED ALLEY, BLOCK 25 AND VACATED 15½ STREET NORTH ALL IN REEVE'S ADDITION
(A MINOR SUBDIVISION)

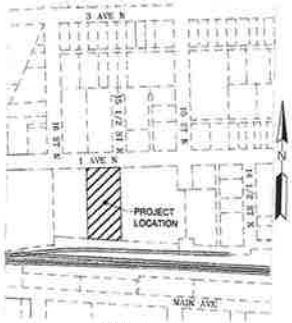


LEGEND

●	MONUMENT IN PLACE
○	SET MONUMENT (5/8" REBAR CAPPED PLS-6884)
(5,000)	LOT AREA (SQUARE FEET)
	EXISTING PROPERTY LINE
	EXISTING EASEMENT LINE
	PLAT BOUNDARY
	NEW EASEMENT LINE

NOTES

1. GROUND DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.



VICINITY MAP
(NO SCALE)

0 30 60
SCALE IN FEET
ORIENTATION OF THIS BEARING SYSTEM IS CITY OF FARGO GROUND

OWNER'S CERTFICIATE

KNOW ALL PERSONS BY THESE PRESENTS, That Booth Family Properties , LLC, a North Dakota Limited Liability Company, as owner of a parcel of land located in that part of the Southeast Quarter of Section 1, Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, being more particularly described as follows:

Lots 1 through 15, Block 25, together with the east half of the vacated alley in said block and all of the vacated 15½ Street North lying west of the west line of Block 24, all in Reeve's Addition to the City of Fargo according to the recorded plat thereof on file and of record in the Office of the County Recorder, Cass County, North Dakota.

Containing 77,065 square feet, more or less.

Said owners of the above described property, have caused the same to be surveyed and platted as "BOOTH ADDITION" to the City of Fargo, Cass County, North Dakota and does hereby dedicate to the public, for public use, the Access Easement as shown on this plat.

OWNER:
Booth Family Properties, LLC

Kim Booth, President

State of North Dakota)
) SS
County of Cass)

On this 15th day of May 2021, appeared before me, Kim Booth, President, Booth Family Properties, LLC, a North Dakota Limited Liability Company, known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that he executed the same on behalf of Booth Family Properties, LLC.

Notary Public

LYNETTE LOPEZ
Notary Public
State of North Dakota
My Commission Expires Feb. 20, 2022

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Jason Ness, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision; that the monuments for the guidance of future surveys have been located or placed in the ground as shown.

Dated this 17th day of MAY, 2021.

Jason Ness, PLS
Professional Land Surveyor
Registration No. LS-6884

State of North Dakota)
) SS
County of Cass)

On this 17th day of May, 2021, appeared before me, Jason Ness, known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that he executed the same as his own free act and deed.

Notary Public

LEAH MARTIN
Notary Public
State of North Dakota
My Commission Expires Nov. 7, 2023

REGISTERED PROFESSIONAL LAND SURVEYOR
JASON NESS
LS-6884
Date 5-17-21
NORTH DAKOTA

CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planning Commission this 6th day of April 2021.

John Gunkelman
Planning Commission Chair

State of North Dakota)
) SS
County of Cass)

On this 22nd day of June 2021, before me, a notary public in and for said county, personally appeared John Gunkelman, Planning Commission Chair, known to me to be the person described in and who executed the same as a free act and deed.

Notary Public

MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires May 18, 2023

FARGO CITY COMMISSION APPROVAL

Approved by the Board of Commissioners and ordered filed this __ day of _____ 20__.

Timothy J. Mahoney
Mayor

Attest:
Steven Sprague, City Auditor

State of North Dakota)
) SS
County of Cass)

On this _____ day of _____ 20__, before me, a notary public in and for said county, personally appeared Timothy J. Mahoney, Mayor, and Steven Sprague, City Auditor, known to me to be the persons described in and who executed the same as a free act and deed.

Notary Public

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

Approved by the City Engineer this 11th day of June 2021.

Brenda E. Derrig, P.E.
City Engineer

State of North Dakota)
) SS
County of Cass)

On this 11th day of June 2021, before me, a notary public in and for said county, personally appeared Brenda E. Derrig, City Engineer, known to me to be the person described in and who executed the same as a free act and deed.

Notary Public

KRISTI OLSON
Notary Public
State of North Dakota
My Commission Expires Oct. 17, 2023

REGISTERED PROFESSIONAL ENGINEER
BRENDA E. DERRIG
PE-9830
Date 6-11-2021
NORTH DAKOTA

Mead Hunt
Phone: 701-566-6450
meadhunt.com

PROJECT NO.
4665378-210420.01
SHEET 1 OF 1

THE CITY OF Fargo FAR MORE

CITY OF FARGO POLICE DEPARTMENT

Chief David B. Zibolski

105 25th Street North, Fargo, North Dakota 58102
Office: 701-241-1400 Fax: 701-297-7789
www.fargopolice.com

29

June 17th, 2021

COPY

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: Inter-Local Agreement between the City of Fargo and Cass County relative to the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Funding – CFDA # 16.738

Dear Commissioners:

The US Department of Justice has tentatively awarded the Fargo Police Department and Cass County Sheriff's department $61,327.00 in grant funding through the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG). In order to receive the funding, both the City of Fargo and Cass County governmental subdivisions must agree on how the funds are allocated between the two entities.

In addition to acting as the fiscal agent and grant manager of the funding, the Cass County Sheriff's Department is agreeable to allocating $51,327.00 of the available funding to the Fargo Police Department and retaining $10,000.00 of the funding for their use. I concur with distributing the grant funding in this manner.

Attached for your review and approval is the inter-local agreement that will need to be signed by both governmental subdivisions in order for the funds to be allocated. There is no local match funding required to accept the grant.

Recommended Motion:
I recommend acceptance of the inter-local agreement with Cass County and the allocation of the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) as described within the agreement.

Please contact me if you have any questions or concerns relative to this issue.

Sincerely,

David B. Zibolski
Chief of Police

THE STATE OF NORTH DAKOTA

County of Cass

INTERLOCAL AGREEMENT

BETWEEN THE COUNTY OF CASS AND THE CITY OF FARGO, ND OF CASS COUNTY ND

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE

GRANT (JAG) PROGRAM

This Agreement is made and entered into this by and between the COUNTY of CASS, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY OF FARGO, acting by and through its governing body, the City Commission, hereinafter referred to as FARGO all of Cass County, State of North Dakota, witnessed:

WHEREAS, this Agreement is made under the authority of NDCC 11-9.1 Home Rule Counties and NDCC 40-05.1 Home Rule in Cities: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make the performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of each party, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement: and

WHEREAS, CASS agrees to provide FARGO $ 61,327 from the JAG award for the Program: and

WHEREAS, CASS will retain $10,000.00 from the JAG award for the Program:

WHEREAS, COUNTY, FARGO, believe it is in their best interests to allocate the JAG funds as stipulated and to utilize said funds in a collaborative program benefiting both parties.

WHEREAS, COUNTY, FARGO agrees that COUNTY will serve as the applicant/fiscal agent for the joint funds.

Paying for the performance of governmental functions hereunder shall make the performance or those payments from current revenues legally available to that party.

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of each party, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement: and

WHEREAS, COUNTY, FARGO, believe it is in their best interests to allocate the JAG funds as stipulated and to utilize said funds in a collaborative program benefiting both parties.

WHEREAS, COUNTY, FARGO agrees that COUNTY will serve as the applicant/fiscal agent for the joint funds.

NOW, THEREFORE, the COUNTY and FARGO, agree as follows:

Section 1.

CASS agrees to transfer to FARGO the sum of $ 61,327 or purchase on their behalf for $ 61,327 for the Program on or before 30 September 2024.

CASS will expend the sum of $10,000.00 for the Program on or before 30 September 2024.

Section 2.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY, FARGO other than claims for which liability may be imposed by the North Dakota State Tort Claims Act NDCC 32-12.2.

Section 3.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the service by the other parties.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein. This Agreement shall not create any rights in any party, not a signatory hereto.

COUNTY OF CASS

CITY OF FARGO

_____

Tim Mahoney, Mayor

ATTEST

_____

Witness

APPROVED AS TO FORM

_____

Fargo City Attorney

_____

CASS COUNTY

Chad Peterson, Chairman

_____

Michael Montplaisir, Auditor

ATTEST:

_____ Witness

APPROVED AS TO FORM

_____

Cass County State's Attorney

Fargo Police Department
Office of the Chief

Memo

30

To: Kember Anderson

From: Chief David B. Zibolski DB

Date: June 16, 2021

RE: **City Commission Agenda Item**

Kember,

For the June 28, 2021 City Commission Meeting agenda I would like to request approval to expend $5000.00 from the Department's Asset Forfeiture account for the purpose of replenishing our Narcotics Unit "buy fund", which currently has a balance of $1,402.35.

Please contact me if you need any additional information.

Thank you,

David B. Zibolski
Chief of Police

Application for Appropriation from Civil Asset Forfeiture Fund

Applicant

David Zibolski, Chief of Police
Fargo Police Department, 105 25th St. N., Fargo ND, 58102
dzibolski@fargond.gov
701-476-4001

Appropriation Requested:

$5,000 for the Fargo Police Department Criminal Investigation Fund

Explanation and confirmation of how the requested appropriation will further the public purpose of reducing criminal activity and aiding the efforts of criminal justice in support and furtherance of the Fargo Police Department's mission:

The Fargo Police Department conducts investigations that involve purchasing illegal controlled substances/contraband from individuals. Some cooperating individuals receive monetary compensation for information or actions that assist with criminal investigations. The Fargo Police Department Criminal Investigation Fund is used for those transactions in an effort to develop criminal cases to forward to the States Attorney or United States Attorney. These criminal investigations result in a safer community and accountability for those convicted of criminal offenses.

I, Chief David Zibolski, am in support of the above-stated request for appropriation from the Civil Asset Forfeiture Fund. City of Fargo procurement policies will be followed to for all expenditures. Written confirmation will be provided to the City of Fargo Finance Office when the funds are expended.

David B Zibolski

David Zibolski, Chief of Police

06-17-21

Date

CITY OF Fargo

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

31

June 21, 2021

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

RE: Amendment (First) of EOLA Landholdings, LLC. Right of Way Maintenance Agreement

Commissioners:

On April 5, 2021, a Right of Way Maintenance Agreement with EOLA Landholdings, LLC. was approved in association with the Anderson Field project on 24th Avenue South. Since the signing of the original agreement, the developer has requested the city allow landscape amenities, varying from City Standards and Specifications, to be installed within the right of way.

Staff has reviewed the request with the City Attorney's office and has prepared the enclosed Amendment (First) to the original maintenance agreement to include the additional plantings.

The developer has reviewed the amendment and agreed to the terms.

At this time, we are seeking Commission approval to proceed with execution of the amendment.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the execution of the enclosed Amendment (First) to the Public Right of Way Agreement with EOLA Landholdings, LLC.

Respectfully submitted,

Benjamin Dow
Public Works Director

AMENDMENT (FIRST) TO MAINTENANCE AGREEMENT (Public Right of Way)

This Amendment (First) amends that certain Maintenance Agreement dated April 5, 2021, hereinafter referred to as "Agreement", is made and entered into this _____ day of _____ 2021, by and between **EOLA Landholdings, LLC,** a North Dakota limited liability company, whose post office address is 400 10th Street Southeast, Minot, North Dakota 58701-4908, hereinafter referred to as "Developer" and **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, 225 4th Street North, Fargo, North Dakota 58102, hereinafter referred to as "City".

WHEREAS, pursuant to the terms of the Public Right of Way Maintenance Agreement, City agreed to allow Developer's amenities in the Right of way to vary from City Standards and Specifications; and

WHEREAS, Developer and City agreed that Developer shall be responsible for the cost of all improvements in the right of way, as well as all maintenance; and

WHEREAS, Developer desires to place additional landscape elements in the right of way, including edging, trees, shrubs, other plantings and vegetation (collectively "Landscaping") exceeding City Standards and Specifications, at Developer's cost; and

WHEREAS, City will allow additional, City approved Landscaping in the right of way, under certain terms and conditions as stated herein.

NOW, THEREFORE, for good and valuable consideration hereby acknowledge, the parties hereto agree as follows:

1. Developer shall be permitted to install Landscaping in accordance with drawings approved by the City Forester, as identified on Exhibit "A" attached hereto.

2. Developer shall be solely responsible for the cost and installation of the approved Landscaping.

3. Developer shall be solely responsible for the maintenance of the Landscaping, including but not limited to turf establishment in the entire area, as well as trimming, removal and replacement.

4. Developer and City agree and understand that if City determines, in its sole discretion, that the Landscaping must be removed, revised or repaired at any time, City shall give Developer 10 days' Notice to accomplish the needed work. If Developer does not comply with City directive, City shall remove the enhanced Landscaping and restore the right of way in accordance with City Standards and Specifications, at Developer's cost. Developer agrees and understands that the costs of doing so will be assessed directly against the Developer's property, and Developer waives the right to protest such assessment, if any.

5. All other terms and conditions of the Maintenance Agreement remain in full force and effect.

(Signatures on following pages)

Dated this 17th day of June, 2021.

EOLA LANDHOLDINGS, LLC, a North Dakota limited liability company

By: _____

Its: Officer

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

MCKENZY OLSON
Notary Public
State of North Dakota
My Commission Expires March 20, 2023

On this 17th day of June, 2021, before me, a notary public within and for said county and state, personally appeared Todd Berning to me known to be the officer of EOLA LANDHOLDINGS, LLC., a North Dakota limited liability company, the entity described in and who has executed the within and foregoing instrument, and acknowledged to me that entity executed the same.

_____
Notary Public

Dated this ___ day of _____, 2021.

THE CITY OF FARGO,
NORTH DAKOTA, a municipal corporation

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

ATTEST: Steven Sprague, Auditor

_____
Steven Sprague

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

On this _____ day of _____, 2021, before me, a notary public within and for said county and state, personally appeared Dr. Timothy J. Mahoney, M.D., to me known to be the Mayor of the City of Fargo, a municipal corporation, and Steven Sprague, Auditor, the entity described in and who has executed the within and foregoing instrument, and acknowledged to me that entity executed the same.

_____
Notary Public

Exhibit "A"

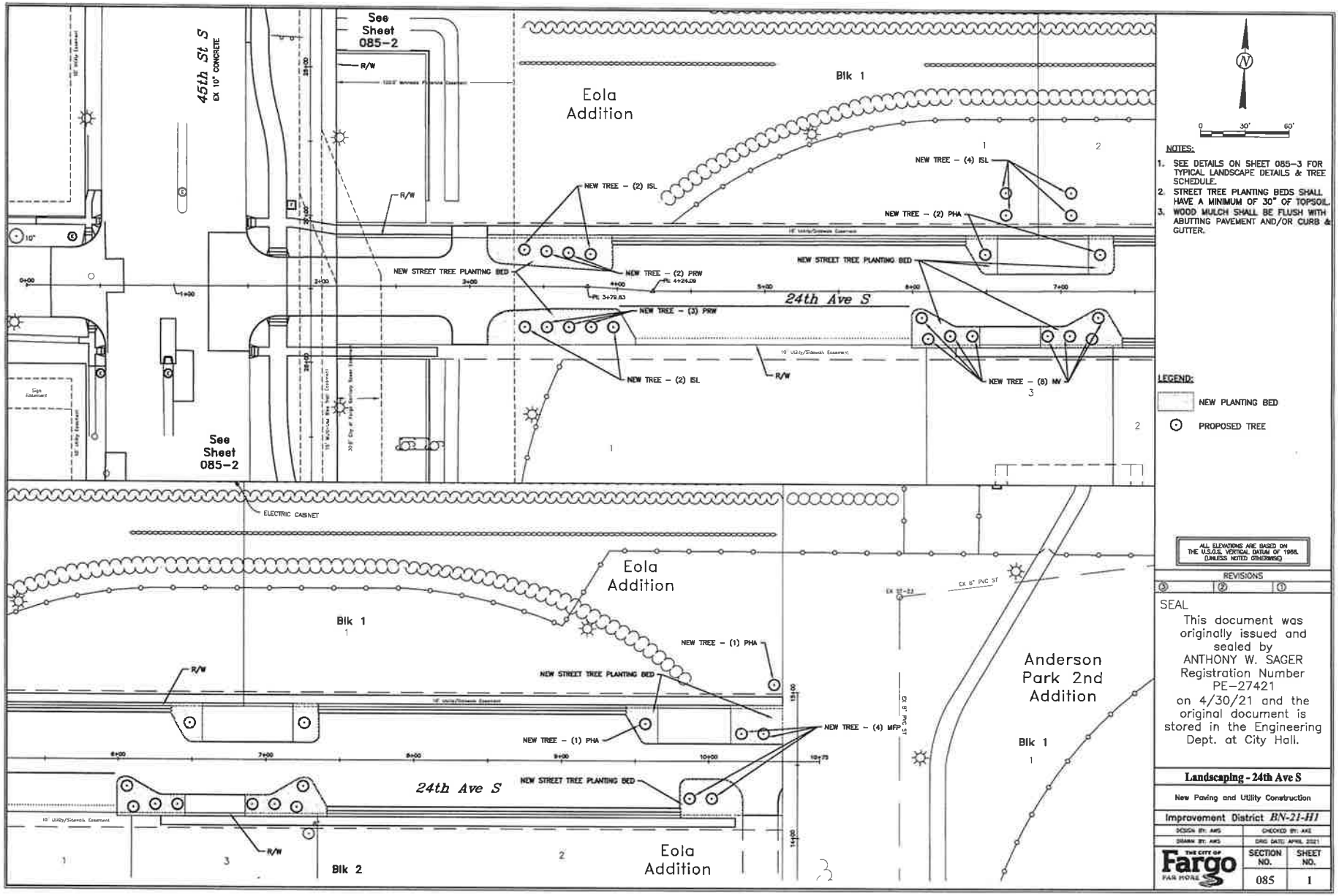

45th St S
EX 10" CONCRETE
See Sheet 085-2
R/W
Eola Addition
Blk 1
NEW TREE – (2) ISL
NEW TREE – (4) ISL
NEW TREE – (2) PHA
NEW STREET TREE PLANTING BED
NEW TREE – (2) PRW
PL 4+24.09
PL 3+79.83
NEW TREE – (3) PRW
24th Ave S
NEW TREE – (8) MV
ELECTRIC CABINET
NEW TREE – (1) PHA
NEW TREE – (4) MFP
Anderson Park 2nd Addition
Blk 2
NOTES:
1. SEE DETAILS ON SHEET 085-3 FOR TYPICAL LANDSCAPE DETAILS & TREE SCHEDULE.
2. STREET TREE PLANTING BEDS SHALL HAVE A MINIMUM OF 30" OF TOPSOIL.
3. WOOD MULCH SHALL BE FLUSH WITH ABUTTING PAVEMENT AND/OR CURB & GUTTER.
LEGEND:
NEW PLANTING BED
PROPOSED TREE
ALL ELEVATIONS ARE BASED ON THE U.S.G.S. VERTICAL DATUM OF 1988. (UNLESS NOTED OTHERWISE)
REVISIONS
SEAL
This document was originally issued and sealed by ANTHONY W. SAGER Registration Number PE-27421 on 4/30/21 and the original document is stored in the Engineering Dept. at City Hall.
Landscaping - 24th Ave S
New Paving and Utility Construction
Improvement District BN-21-H1
DESIGN BY: AWS
CHECKED BY: AKE
DRAWN BY: AWS
DWG DATE: APRIL 2021
THE CITY OF Fargo
SECTION NO. 085
SHEET NO. 1

Exhibit "A"

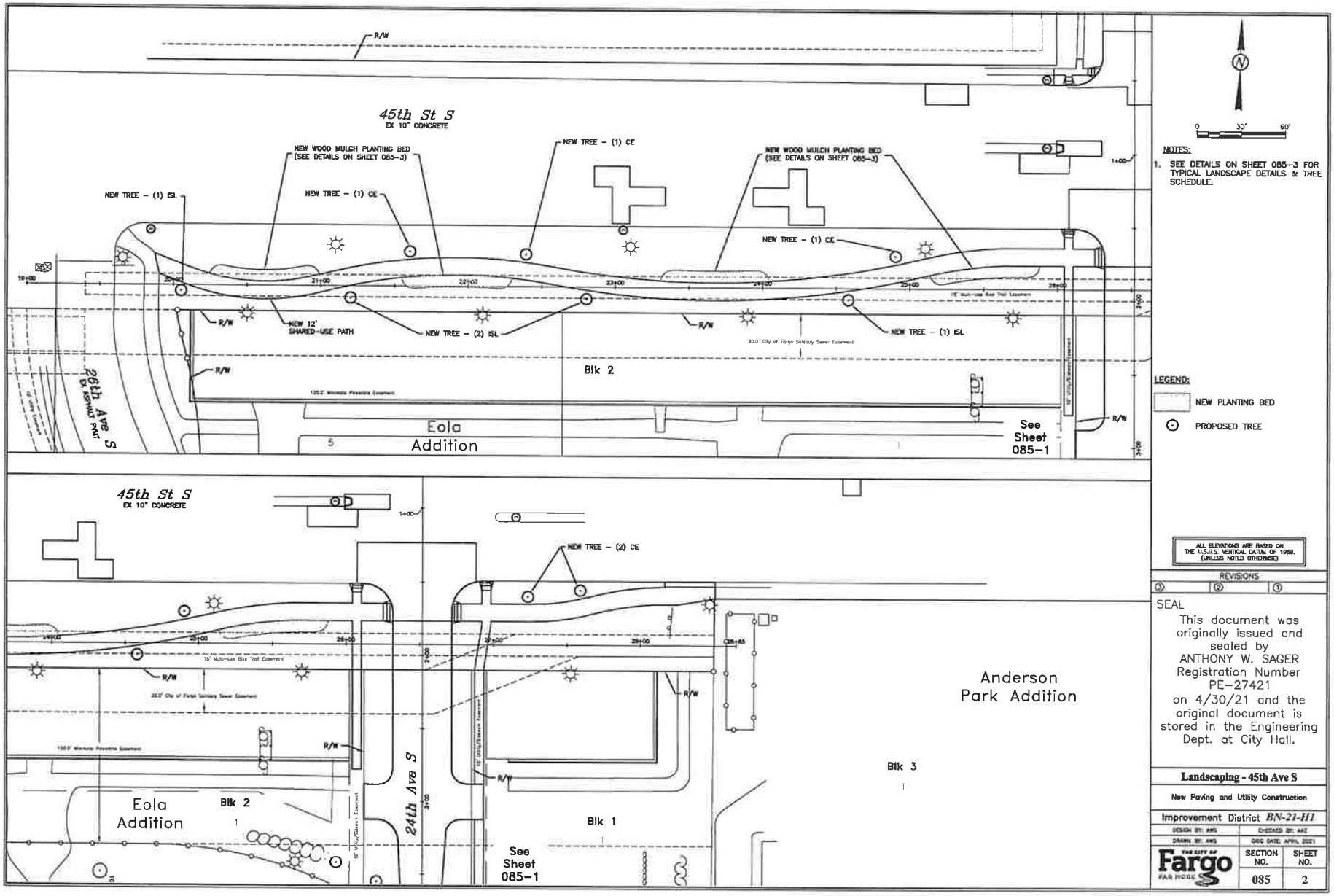
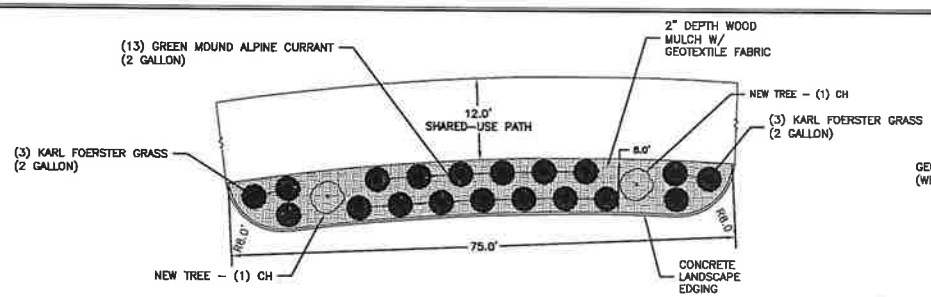
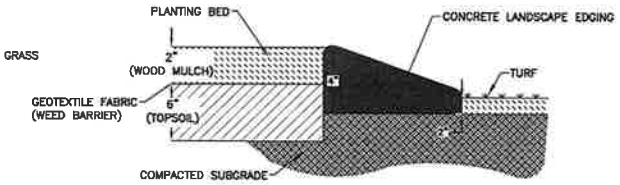

45th St S
EX 10" CONCRETE
NEW WOOD MULCH PLANTING BED (SEE DETAILS ON SHEET 085-3)
NEW TREE - (1) CE
NEW TREE - (1) ISL
NEW TREE - (2) ISL
NEW 12' SHARED-USE PATH
R/W
26th Ave S
EX ASPHALT PMT
Blk 2
Eola Addition
See Sheet 085-1
NEW TREE - (2) CE
24th Ave S
Blk 1
Blk 3
Anderson Park Addition
0 30' 60'
NOTES:
1. SEE DETAILS ON SHEET 085-3 FOR TYPICAL LANDSCAPE DETAILS & TREE SCHEDULE.
LEGEND:
NEW PLANTING BED
PROPOSED TREE
ALL ELEVATIONS ARE BASED ON THE U.S.G.S. VERTICAL DATUM OF 1988. (UNLESS NOTED OTHERWISE)
REVISIONS
SEAL
This document was originally issued and sealed by ANTHONY W. SAGER Registration Number PE-27421 on 4/30/21 and the original document is stored in the Engineering Dept. at City Hall.
Landscaping - 45th Ave S
New Paving and Utility Construction
Improvement District BN-21-H1
DESIGN BY: AWS
CHECKED BY: AKE
DRAWN BY: AWS
ORIG DATE: APRIL 2021
THE CITY OF Fargo FAR MORE
SECTION NO. 085
SHEET NO. 2

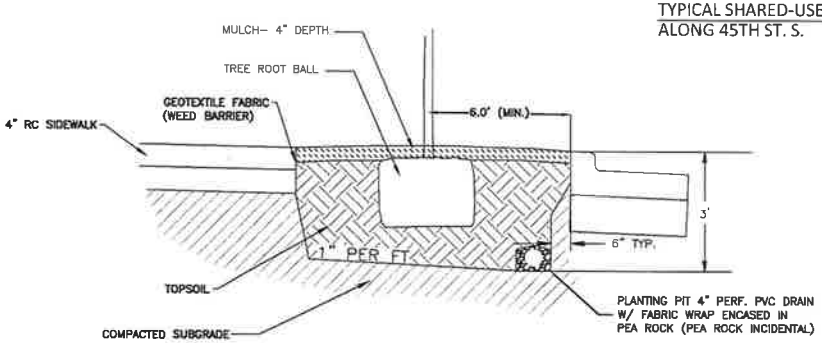
Exhibit "A"



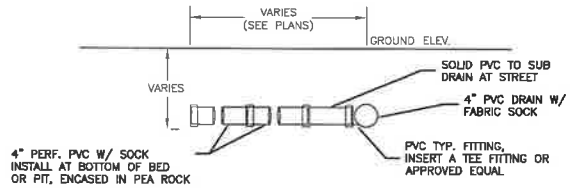


NOTE:
1. NO DRAINTILE UNDER SHARED-USE PATH PLANTING BEDS.
2. CONTRACTOR SHALL MOUND WOOD MULCH AROUND NEW TREES (4" DEPTH).
3. ALL TREES ALONG 45TH STREET SOUTH SHALL BE 3" CALIPER MIN.

TYPICAL SHARED-USE PATH PLANTING BED DETAIL
ALONG 45TH ST. S.



PROFILE VIEW



DRAIN TILE DETAIL

NOTE:
1. ALL TREES ALONG 24TH AVENUE SOUTH SHALL BE 1.5" CALIPER MIN.

TYPICAL STREET TREE PLANTING BED DETAIL
(ALONG 24TH AVE. S.)

TREE PLANTING SCHEDULE

PLANT TYPE	QUANTITY	SCIENTIFIC NAME
ISL – IVORY SILK LILAC TREE (1.5" CALIPER MIN.)	8 (24TH)	SYRINGA RETICULATA 'IVORY SILK'
ISL – IVORY SILK LILAC TREE (3" CALIPER MIN.)	4 (45TH)	
MFP – MOUNTAIN FROST PEAR (1.5" CALIPER MIN.)	4	PYRUS USSURIENSIS 'BAILFROST'
PRW – PRAIRIE RADIANCE WINTERBERRY (1.5" CALIPER MIN.)	5	EUONYMUS BUNGEANUS 'VERONA'
PHA – PRAIRIE HORIZON ALDER (1.5" CALIPER MIN.)	4	ALNUS HIRSUTA 'HARBIN'
NV – NANNYBERRY VIBURNUM TREE FORM (1.5" CALIPER MIN.)	8	VIBURNUM LENTAGO (TREE FORM)
CH – COMMON HACKBERRY (3" CALIPER MIN.)	8	CELTIS OCCIDENTALIS
CE – CATHEDRAL ELM (3" CALIPER MIN.)	5	ULMUS 'CATHEDRAL'

*ALL TREES SHALL BE CONTAINER OR BALLED AND BURLAP (B&B)

ALL ELEVATIONS ARE BASED ON THE U.S.G.S. VERTICAL DATUM OF 1988. (UNLESS NOTED OTHERWISE)

REVISIONS
3 2 1

SEAL
This document was originally issued and sealed by ANTHONY W. SAGER Registration Number PE–27421 on 4/30/21 and the original document is stored in the Engineering Dept. at City Hall.

Landscaping - Details

New Paving and Utility Construction

Improvement District *BN-21-H1*

DESIGN BY: AWS | CHECKED BY: AWS
DRAWN BY: AWS | DWG DATE: APRIL 2021

THE CITY OF Fargo FAR MORE

SECTION NO.	SHEET NO.
085	3

CITY OF Fargo

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 23, 2021

32

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

RE: Authorization to award the City Towing and Impound Services contract to Brennan's Garage, LLC (RFP# 21050)

Commissioners:

Proposals were opened on Friday, March 12, 2021, in response to a Request for Proposal (RFP# 21050) for "Towing and Impound Services". A total of three (3) sealed responses were received.

All proposals received were reviewed and evaluated on the following criteria:

- Proposal Completion,
- Past Work Experience,
- Available Resources,
- Proposed Fees (Attached Bid Tab).

Based on the review of the stated criteria we are recommending award of the City Towing and Impound Services contract to Brennan's Garage, LLC.

RECOMMENDED MOTION: I/we hereby move based on the request for proposal (RFP# 21050) to award the City Towing and Impound Services contract to Brennan's Garage, LLC.

Respectfully submitted,

Ben Dow
Public Works Director

BID Tab

Standard Tow for Non-Accident Services

Wrecker trucks for non-accident towing services such as disabled vehicle towing, impounds and traffic violation tows.

Vehicles	Brennan's Garage LLC.	MTW Towing	Bud's Service Center
Additional Labor	$ 50.00	$ 50.00	$ 60.00
Light Duty Towing Passenger cars, motorcycles and trucks with GVW of 7,000 lbs. or less	$ 85.00	$ 55.00	$ 45.00
Medium Duty Towing Passenger cars, motorcycles and truck with GVW of 7,001 lbs. to 10,000 lbs.	$ 85.00	$ 110.00	$ 80.00
Heavy Duty Towing Mid-size vehicles, delivery trucks, utility vehicles, motor-homes, parcel trucks, ambulances, small dump trucks, landscape trucks, flatbed trucks, refrigerated and box trucks, small and medium school busses with GVW of 10,001 lbs. to 26,000 lbs.	$ 125.00	$ 180.00	$ 250.00
Super Heavy Duty towing Large vehicles, large delivery trucks, motor-coaches, refuse trucks, cement mixers and tractor trailer combination with GVW over 26,001 lbs.	$ 175.00	$180.00 to $500.00	$ 250.00

Accident and Recovery Rates

Wrecker trucks for all accident related towing services.

Vehicles	Brennan's Garage LLC.	MTW Towing	Bud's Service Center
Additional Labor	$ 50.00	$ 50.00	$ 60.00
Light Duty Towing Passenger cars, motorcycles and trucks with GVW of 7,000 lbs. or less	$ 100.00	$ 85.00	$ 45.00
Medium Duty Towing Passenger cars, motorcycles and truck with GVW of 7,001 lbs. to 10,000 lbs.	$ 100.00	$ 135.00	$ 80.00
Heavy Duty Towing Mid-size vehicles, delivery trucks, utility vehicles, motor-homes, parcel trucks, ambulances, small dump trucks, landscape trucks, flatbed and stake trucks, refrigerated and box trucks, small and medium school busses with GVW of 10,001 lbs. to 26,000 lbs.	$ 150.00	$ 180.00	$ 250.00
Super Heavy Duty towing Large vehicles, large delivery trucks, motor-coaches, refuse trucks, cement mixers and tractor trailer combination with GVW over 26,001 lbs.	$ 200.00	$180.00 to $500.00	$ 250.00

Impound Gate Fee

Service Provider must be able to provide services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

Impound Vehicle Release	Brennan's Garage LLC.	MTW Towing	Bud's Service Center
Flat rate to release impound vehicles	$ 25.00	$ 25.00	$ 30.00

RFP Submittal was Complete and Contained Required Materials	**YES**	**NO**	**NO**

SERVICES AGREEMENT
(Towing and Impound Lot Management)

This Services Agreement, hereinafter referred to as "Agreement", is made and entered into this _____day of _____, 2021, by and between **BRENNAN'S GARAGE, LLC, D/B/A FARGO MOORHEAD TOWING,** a North Dakota limited liability company, whose address is 4021 Main Avenue Unit C, Fargo, North Dakota, 58102, hereinafter called "Service Provider" and **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, 225 4th Street North, Fargo, North Dakota 58102, hereinafter referred to as "City".

Preliminary Statements

1. City requires assistance with vehicle and non-vehicle towing and impound lot management services.

2. Service Provider possesses the professional expertise to provide these services.

3. City desires to engage Service Provider upon the terms and conditions hereinafter set forth, and Service Provider is willing to accept such engagement upon such terms and conditions;

Agreement

NOW, THEREFORE, in consideration of the mutual covenants expressed herein and intending to be legally bound hereby, the parties agree as follows:

1. City hereby engages Service Provider as an independent contractor to provide towing and lot management services for impounded vehicle and non-vehicle items on behalf of the City in accordance with the RFP attached hereto and made a part of this agreement as show in Exhibit A.

2. Service Provider agrees to provide comprehensive impound towing and lot management services for the City under the terms and conditions described herein. The general scope

of Service Provider duties under this Agreement will be to tow and deliver vehicles and/or other property to the City impound lot and to manage, and release such vehicles or other property from said impound lot. Such duties shall include impounding and towing of vehicles, including, but not limited to, automobiles, trucks, tractor/trailer combinations, trailers, motorcycles, boats.

3. Service Provider agrees to provide towing and/or impound services for non-vehicle items as designated by City of Fargo Police Department, i.e., ATM machines, safes, etc. Service Provider also agrees to provide such towing and impound services as needed in connection with clearing motor vehicle accidents, Police Department investigations, removal of abandoned vehicles, vehicle traffic/parking violations.

4. Service Provider agrees to perform the necessary and related administrative duties concerning inventory and release of impounded vehicles, and any other impounded property.

5. Service Provider will provide personnel to manage and staff the impound lot, handle vehicle releases, and collect any applicable fees.

6. Service Provider understands and agrees that the storage, release, and associated administrative duties related to impounded vehicles and/or property is governed by Fargo Municipal Code Ch. 11, Article 11-04, a copy which is attached hereto as Exhibit B and made part of this Agreement by reference. Service Provider also agrees to comply with all provisions of Fargo Municipal Code Article 11-04 concerning services provided under this Agreement.

7. In addition to any other requirements mandated by this Agreement, Service Provider agrees to perform and be responsible for the following:

a. Respond to request for release of vehicles or personal property from impound lot as stated herein section 10.
b. Remove debris from an accident scene, to include sweeping and removal of all broken glass and/or all miscellaneous debris.
c. Provide notice to the last registered owner and lien holder(s) of impounded vehicles as required by Fargo Municipal Code § 11-0403. Fargo Police Department will provide Service Provider with relevant information to assist Service Provider in notifying the last registered owner and or any lien holder(s) of impounded vehicles in a timely manner.
d. Employ no fewer than eight qualified tow-truck operators, with at least one operator having a valid CDL license.

e. Provide (upon request) proof of ownership of a minimum of eight standard duty or heavier wreckers including ownership of at least four tow-trucks having four-wheel drive capability. Proof of ownership may include any valid lease contract that is in force for the term of this Agreement. Service Provider shall dedicate eight tow-trucks exclusively to serving the towing needs of the City of Fargo on a regular basis. During, and the immediate 24 hours following snow storm events with accumulation greater than two inches and a single rainfall event totaling more than two inches, Service Provider will exclusively dedicate all eight tow-trucks to serving the City needs.
f. Establish and enforce an employment policy prohibiting the use of alcohol and/or other controlled substances by employees while on duty.
g. Service Provider shall, at its sole expense, keep and maintain the impound lot in a clean, safe, and sanitary condition, and in compliance with all applicable laws and regulations pursuant of municipal code § 11-0807.
h. Service Provider shall keep and maintain the premises, other than the building, including access areas, walkways, and areas adjoining the building in a clean and orderly condition, free of accumulation of dirt and rubbish.
i. Service Provider will perform all snow removal for the Impound Lot to include gates and building entry areas.

8. The parties recognize that the City owns real property located on the northeast corner of 17th Street North at 7th Avenue North in the City, having an address of 715 17th Street North, Fargo, and which shall be known as the City "Impound Lot" and shall be strictly used for all City ordered impounds only. The Impound Lot consists of approximately 70,000 square feet. City o shall have right of ingress/egress to the Impound Lot and building at all times.

a. Service Provider shall be restricted from storing any vehicles or property associated with private towing service.
b. The building located on the premises shall remain under the ownership and control of the City. Service Provider shall have no right of access or entry to the building unless accompanied by a City Police Officer or the City Police Department's Evidence/Property Manager. City remains responsible for maintenance and upkeep of the building. Service Provider remains responsible for all maintenance associated with the Impound Lot, excluding the building, security cameras, security alarm and fence on the premises.
c. In the event of any damage or destruction to the Impound Lot by fire or other cause during the term hereof, the parties will negotiate in good faith to decide upon any restoration.
d. Upon end or termination of Agreement, Service Provider shall vacate the impound lot and leave it in the same condition as at the Agreement commencement.

9. Service Provider agrees to assist with the sale of impounded property in conjunction with the designated auction service according to Fargo Municipal Code Article 11-04, a copy of which is attached hereto as Exhibit B. The city and/or other governmental agencies directed by the City retain the right to sell any City owned assets in conjunction with impound property on public auction. The time, date and auctioneer to conduct auctions will be decided by the City. Service Provider shall receive fifty percent (50%) of the net sale proceeds, of impound property only, as reimbursement for fees related to towing of unclaimed vehicles and cost of impounded vehicle administrative duties. Service Provider is not entitled to any portion of any amount received from the sale of any seized or forfeited vehicle or other property.

10. Service Provider shall respond to request for release of vehicles or other property within 30-minutes during the following hours of operation:

Mon – Friday	8:00 a.m. - 6:00 p.m.,
Saturday	10:00 a.m. - 4:00 p.m.,
Sunday	12:00 a.m. - 4:00 p.m.

All impound, towing and storage fees, shall be collected at Service Provider designated business location, as stated herein, prior to release of any vehicles or property from Impound Lot

Service Provider shall assist with recovery of required medical items from impounded items 24 hours per day, 7 days per week, without exception.

Service Provider staff responding to requests for releases of vehicles or property must be authorized to handle such releases and to collect required fees.

11. Failure by Service Provider to properly respond to a request for the release of a vehicle or other property within the designated response time, or failure to timely respond to a tow request, will result in a forfeiture of fees otherwise payable to Service Provider for that service, as listed in the Rate Schedule attached hereto as Exhibit C. For purposes of this section timely response to a tow request is as follows:

Time of day	**Response time**
Rush hour, Mon - Fri 7:00 a.m. – 9:00 a.m. 4:00 p.m. – 6:00 p.m.	immediate to 20 minutes
Other daylight hours Daily	20 – 40 minutes

Holidays (does not include special events)	20 – 40 minutes
Special events	immediate to 20 minutes

12. City may, at its discretion, terminate the Agreement if there are five instances during one calendar year, where Service Provider has failed to meet the required response times for vehicle or property release. The City will notify Service Provider by the fifth business day of the month following each instance where Service Provider has failed to comply within the response times.

13. Service Provider will invoice owners of towed vehicles directly for services rendered, subject to monitoring and review.

14. Service Provider shall be entitled to all towing fees, per attached Rate Schedule (Exhibit C), collected upon release of vehicles from the Impound Lot.

15. The amount Service Provider charges citizens utilizing the City towing contractor for private tow (i.e., accidents) must be consistent with the prescribed rate schedule as shown in Exhibit C.

16. Service Provider will not charge a fee if a request for service is cancelled before arriving on scene.

17. Service Provider will only be entitled to one-half (1/2) of the regular towing fee if vehicle has been hooked with hoisting apparatus or loaded and has not left the initial service point of tow origination prior to owner/operator producing the ignition keys and moving vehicle.

18. Service Provider shall not be allowed to charge "additional fees" to the City for extra services.

19. The parties hereby agree and understand that the compensation and fees listed in the Rate Schedule, Exhibit C, may be amended from time to time, via separate resolution approved by the board of city commissioners, without affecting the terms and conditions of this Agreement, which shall otherwise remain in full force and effect.

20. Service Provider shall not release any impounded motor vehicle before confirming with the City that any delinquent parking tickets owed by the owner of the impounded vehicle have been paid to the City.

21. Service Provider shall bill each City Department incurring costs through use of this contract for either towing or other services requested.

22. Service Provider will be compensated at a rate of twenty-five dollars an hour ($25.00/hr.) for time spent working with independent contractors remedying Impound Lot fencing or security system issues. Any accumulated cost shall be reported monthly and deducted from funds owed city for towing and impound lot storage fees collected.

23. Service Provider agrees to furnish a monthly accounting report and all accounts payable to City on or before the 23rd business day of the month following the month for which the report is made. This accounting shall disclose all fees, which have been collected by Service Provider on behalf of City. Service Provider shall deliver monthly accounting report and all accounts payable to the City Public Works Director.

City of Fargo Public Works
402 23rd St N
Fargo, ND 58102

Office hours are 7:45 am to 4:30 pm, Monday through Friday, excluding holidays.

24. Payments not paid when due from Service Provider to City shall bear interest at the rate of nineteen percent (19%) per annum until paid.

25. All payments made to Service Provider by City shall be by either Credit Card Transaction or Electronic Funds Transfer (EFT) at no additional cost to the City.

26. The City retains the right to review the financial records of the Service Provider at any time as the same relates to the impoundment of vehicles and/or other property at the City Impound Lot.

27. This Agreement shall have an initial term of three (3) years from the effective date. Upon expiration of the initial term, this agreement shall automatically renew for successive periods of three (3) years for up to two (2) terms after which the contract shall convert to year to year with one (1) year automatic renewal. The City reserves the right to negotiate a different length of the Agreement at its sole option. This Agreement can be cancelled by either party upon the giving of ninety (90) days written notice to the other party. In the event that this Agreement continues on a three (3) year basis and any party to this Agreement desires to modify or alter the Agreement, such party must provide the other party with sixty (60) days notice of such modification/amendment. The other party shall have thirty (30) days thereafter to provide notice of its intent to cancel the

Agreement or during the 30-day period, enter into a mutually agreeable modification of this Agreement.

28. In the event that the work herein contemplated, or any part thereof, shall be interrupted, postponed, or abandoned due to circumstances which City considers to be in its best interests, Service Provider shall not be entitled to any further payment for such work or portion thereof beyond and in excess of the amount due at that time, in accordance with Paragraph 9 hereof; and final payment shall be based on the proportionate amount of the fee earned to such date.

29. All services provided under this Agreement shall be subject to monitoring and evaluation by City or its authorized representatives. Service Provider shall supply City with written reports on program activity, in a form approved by City, as City may, from time to time, require. Service Provider shall provide City with such additional information and data as may be periodically required by federal or state authorities, or by City itself. Authorized representatives of City shall have access to the books and records maintained by Service Provider with respect to any services or materials provided to City pursuant to this Agreement at all reasonable times and for all reasonable purposes, including, but not limited to, inspecting and copying any books, records, memoranda, checks, correspondence or other relevant documents. All such books and records shall be preserved by Service Provider for a period of three (3) years after the termination of this Agreement.

30. Service Provider shall fully obey and comply with all laws, ordinances, resolutions, and administrative regulations which are or should be applicable to any work performed under this Agreement.

31. Service Provider shall not assign this Agreement or any right to monies to be paid hereunder without the written consent of City. None of the services covered by this Agreement shall be subcontracted without the prior written approval of City.

32. The Order and these Terms are governed by the laws of North Dakota. Any dispute between the parties shall be resolved exclusively in the courts located in Fargo, North Dakota and the parties hereby submit to the personal jurisdiction of such courts.

33. Service Provider shall obtain, as a condition precedent to the exercise of any part of this Agreement, the following insurance coverage. The Service Provider shall keep the City as an additional insured as to general liability insurance on such policy throughout the term of this Agreement. Service Provider shall supply a certificate of insurance duly executed by the officers or authorized representatives of a responsible and non-assessable insurance company, evidencing the following minimum coverage and specifically identifying the City as an additional insured as

to general liability, which insurance shall be noncancellable, except upon thirty (30) days prior written notice to the City:

a.	**Worker's Compensation**	Applicable State Requirements
b.	**Garage Keepers Physical Damage Insurance** (Both comprehensive and collision with the City as a named insured on the policy)	$150,000
c.	**Garage Liability Insurance** (For vehicles left in storage)	$1,000,000
d.	**Public Liability Insurance** (Bodily injury and property damage, with the City named as an insured on the policy)	$1,000,000 per occurrence
e.	**Automobile Insurance** (Bodily injury and property damage, with the City named as an insured on the policy)	$1,000,000 per occurrence
f.	**Umbrella Liability Insurance**	$1,000,000

All premiums shall be at the expense of the Service Provider.

Each such policy as aforesaid shall expressly provide therein that coverage includes the contractual liability assumed by the Service Provider pursuant to this Agreement. Furthermore, each policy and every such policy shall be endorsed to show the City as an additional named insured.

At the time of any Agreement renewal, Service Provider shall provide sufficient proof that all coverage listed above is in effect. Additionally, City may request certificate of insurance to verify insurance coverage at any time.

34. Service Provider hereby agrees to indemnify, save and hold harmless, and defend City, its officers, agents and employees from and against all liens, charges, claims, demands, losses, costs, judgments, liabilities, and damages of every kind and nature whatsoever, including court costs and attorney's fees arising by reason of: the performance by Service Provider of any services under this Agreement; any act, error or omission of Service Provider or of an agent, employee or licensee of Service Provider or subcontractor of Service Provider and any breach by Service Provider of any of the terms conditions or provisions of this Agreement.

35. Service Provider understand and agree that City is subject to North Dakota Open Records laws in accordance with N. D. Cent. Code Ch. 44-04. To the extent that documents are confidential or proprietary, as defined by N.D. Cent. Code §44-04-18.4, Vendor agrees to identify such documents and provide support therefore.

36. This Agreement contains all terms and conditions agreed upon by the parties hereto, and no other Agreement, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. This Agreement may not be changed, modified, discharged or extended except by written amendment, duly executed by the parties.

37. If either Service Provider or City fails to cure any default of the terms or conditions of within 30 days the non-defaulting party shall have the right to terminate the Agreement by specifying the date of termination and giving notice in writing thereof to the defaulting party at least sixty (60) days before the termination date. In the event of termination, Service Provider shall be entitled to just and equitable compensation for any satisfactory work completed at the date of termination. Service Provider shall not be liable to the City for any damages, sums of money, lost profits, or costs involved in retaining the services of a new contractor to perform the terms and conditions of this Agreement or one similar.

IN WITNESS WHEREOF, The parties have executed this instrument and have caused their hands and seals to be affixed hereto the day and year written below.

(Signatures on Following Page.)

Dated: 6/23/21, 2021.

BRENNAN"S GARAGE, LLC, D/B/A FARGO MOORHEAD TOWING, a North Dakota limited liability company

By: _____
Brennan R. Borg, Owner

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

On this 23 day of June, 2021, before me, a notary public within and for said county and state, personally appeared Brennan Borg to me known to be the Owner of, **BRENNAN"S GARAGE, LLC, D/B/A FARGO MOORHEAD TOWING**, a North Dakota limited liability company, the entity described in and who has executed the within and foregoing instrument, and acknowledged to me that entity executed the same.

Genise K Cox
Notary Public

Seal

GENISE COX
Notary Public
State of North Dakota
My Commission Expires July 1, 2024

Dated: _____, 2021.

THE CITY OF FARGO,
NORTH DAKOTA, a municipal corporation

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

ATTEST:

_____
Steven Sprague, City Auditor

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

On this _____ day of _____, 2021, before me, a notary public within and for said county and state, personally appeared Dr. Timothy J. Mahoney, M.D., to me known to be the Mayor of the City of Fargo, a North Dakota municipal corporation, and Steven Sprague, Auditor, the entity described in and who has executed the within and foregoing instrument, and acknowledged to me that entity executed the same.

_____
Notary Public

Seal

Exhibit A

REQUEST FOR PROPOSALS (RFP)

TOWING AND IMPOUND SERVICES FOR THE CITY OF FARGO

The City of Fargo, is seeking proposals from qualified vendors interested in providing towing and impound services to the City.

If you have an interest in acting as the City of Fargo's Towing and Impound Services vendor please reply by **2:00 PM on Friday, March 12, 2021**. The requirements for submitting a Proposal are stated in the attached Request for Proposal (the "RFP"). Please review them carefully.

Proposals received after the above cited date and time will be considered late and will not be accepted.

All Proposals (Two (2) hardcopies of your completed proposal as well as one (1) electronic copy): must be submitted to

City of Fargo Auditors Office
225 4th Street N.
Fargo, ND 58102

Office hours are 7:45 am to 4:30 pm, Monday through Friday, excluding holidays.

Please make sure the envelope or package is marked:

"Towing and Impound Services"

Thank you for your interest.

REQUEST FOR PROPOSALS (RFP)

TOWING AND IMPOUND SERVICES FOR THE CITY OF FARGO

REQUEST FOR PROPOSAL

The City of Fargo, is requesting proposals from qualified firms to provide Towing and Impound Services. The successful Service Provider will work closely with the Department of Public Works and the Fargo Police Department, to meet the City's needs twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

This Request for Proposals (RFP) does not commit the City to award a contract or contracts and is a proprietary document issued solely for the benefit of the City of Fargo. Any response, including written documents and verbal communications, by any Service Provider to this RFP, shall become the property of the City and may be subject to disclosure pursuant to state law.

Service Providers responding to the RFP must submit two (2) hard copies, and one (1) electronic copy via USB Flash Drive, of their Proposal signed by a representative authorized to bind the services of the company in a sealed envelope by **2:00 PM on Friday, March 12, 2021** to:

City of Fargo Auditors Office
225 4th Street N.
Fargo, ND 58102

Incomplete proposals or proposals submitted after the above specified date and time will be rejected. Oral, electronic or emailed proposals will not be accepted as fulfilling the requirements.

No Proposal shall be accepted from or contract awarded to, any firm in which any City of Fargo employee, or official, has a direct or indirect financial interest. Entities that are legally related to each other or to a common entity which seek to submit separate and competing Proposals must disclose the nature of their relatedness.

The City of Fargo shall not be not liable for any cost associated with the development, transmittal, or presentation of any Proposals submitted in response to this RFP. It shall be the Service Provider's responsibility to review and verify the completeness of its Proposal.

Any questions concerning this RFP must be submitted in writing to Allan Erickson or Tanner Smedshammer.

Allan Erickson
aerickson@FargoND.gov
P: (701) 241-1439

Tanner Smedshammer
Tanner.Smedshammer@FargoND.gov
P: (701) 241-1460

The City assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during this procurement process.

In addition, the City will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the City other than those provided by the City through the issuance of addenda. In no event may a Service Provider rely on any oral statement by the City or its agents, advisors or consultants. Should a Service Provider find discrepancies or omissions in this RFP or any other documents provided by the City, the Service Provider should immediately notify the City of such potential discrepancy in writing, and if the City determines clarification to be necessary, a written addendum will be posted with the RFP on the City's website at:

https://fargond.gov/work/bids-rfqs-rfps

Each Service Provider requesting an interpretation will be responsible for delivering such requests to the City's designated representative as indicated.

CITY RIGHTS AND OPTIONS

The City at its sole discretion reserves the following rights:

1. To cancel this RFP with or without the substitution of another RFP;
2. To take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City;
3. To issue additional requests for information;
4. To require one or more Service Providers to supplement, clarify or provide additional information in order for the City to evaluate the Proposals submitted;
5. To conduct investigations with respect to the qualifications and experience of each Service Provider;
6. To waive any defect, formality or irregularity in any Proposal received;
7. To reject any or all Proposals;
8. To award all, none, or any part of the Services that is in the best interest of the City, with one or more of the Service Providers responding, which may be done with or without re-solicitation;
9. To discuss and negotiate with selected Service Provider(s) any terms and conditions in the Proposals including but not limited to financial terms; and
10. To enter into any Contract deemed by the City to be in the best interest of the City, with one or more of the Service Providers responding.

PROPOSAL CONTENT AND FORMAT

The proposal should include all of the following information:

1. Contractor's qualifications, years in business, experience in providing the level and type of service specified in the proposal.
2. At least three (3) current references of former agreements covering similar services listed in the proposal. Include company name, contact name and phone number.
3. A fully executed proposal form with signatures (Exhibit A).
4. A list of major equipment owned that would be used in association with this proposal.
5. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposal shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed by the person signing the proposal.

SCOPE OF WORK

It is the intent of this RFP to establish a Professional Services Contract with one Service Provider for all towing needs related to vehicular accidents and impound services for the City of Fargo Police Department. This Contract shall have an initial term of three (3) years from the effective date. Upon expiration of the initial term, this agreement shall automatically renew for successive periods of three (3) years. The City reserves the right to negotiate a different length of the Contract at its sole option. Service Provider, must have at minimum, sufficient towing vehicles, and administer the city storage lot for impounded vehicles to City requirements.

The general scope of the Service Provider's duties will be to tow and deliver vehicles and/or other property to the City Impound Lot and to store, manage, and release such vehicles or other property.

Service Provider must be able to provide services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

Vehicles to be towed and stored will include, but not be limited to: cars, vans, 4 x 4 trucks, light duty trucks, heavy-duty trucks, fully loaded tractor trailers, boats, RV's and motorcycles.

Service Provider will provide towing and/or impound services for non-vehicular items as designated by the Fargo Police Department, i.e., ATM machines, safes, etc.

Service Provider will conduct towing and impound services as needed in connection with clearing motor vehicle accidents, conducting criminal investigations, impounding abandoned vehicles, and enforcing motor vehicle traffic/parking violations.

Service Provider shall maintain complete up-to-date records related to each tow, and cooperate with an independent review of this program to be performed annually at the Service Provider's expense.

Service Provider will invoice the owners of towed vehicles, detailing all towing and storage charges within the parameters of the City of Fargo Municipal Code 11-04 and any other applicable laws. Service Provider

must cooperate with an independent reviews of this program to be performed annually at the Service Provider's expense.

A. TOWING

Equipment

1. Service Provider must have available, at all times, a minimum of eight (8) standard duty or heavier wreckers, including ownership of at least four wreckers having four wheel drive capability. The Service Provider must be able to provide light duty, medium duty, heavy-duty and super heavy-duty wreckers if needed.
2. Service Provider must have access and usability of flatbed and lowboy tilt trailer.

Response Time

The awarded Service Provider must respond within the time frames specified under "scheduling". Failure to adhere to the stated response time will be considered as non-performance on the part of the Service Provider. Any changes in response time requirements can only be made in writing by the Public Works Director of Operations.

Scheduling

The City is not setting mandatory on-street truck and equipment requirements for this contract (e.g., three tow trucks and one flat bed for morning and evening rush hours). Service Provider will be responsible for meeting certain response times. Should Service Provider demonstrate a chronic pattern of poor response times, and response delays have a negative effect on the delivery of police services and public safety, the Service Provider may be penalized financially when the response times are not achieved. It will be the Service Provider's responsibility to have a sufficient number of trucks available to perform City tows to insure that it achieves the response time requirements.

Time of day	Response time
Rush hour, Mon - Fri 7:00 a.m. – 9:00 a.m. 4:00 p.m. – 6:00 p.m.	immediate to 20 minutes
Other daylight hours Daily	20 – 30 minutes
Holidays (does not include special events)	20 – 30 minutes
Special events	immediate to 20 minutes

Special Events

1. Special events will include, but not be limited to, snow storm/removal events, rain events, sporting events, concerts, conferences, parades, festivals and various race events.

2. The Service Provider will be notified approximately eight (8) hours prior to the event. The number of tow trucks, which may be required, will be identified at the time.
3. City may require Service Provider be available for immediate response time. This will require that tow trucks be waiting on the site of the event.
4. Service Provider will be responsible for a minimum of eight (8) tow vehicles on-site or as required by the City, or as indicated in the "scheduling" section.

Debris Cleanup

The Service Provider's personnel responding to the City's towing request are responsible for cleaning up all accident-related debris at the scene.

Additional Labor

If additional labor is essential and/or required, such additional labor shall be provided by the carrier at the rate presented within Exhibit B. Additional labor is only allowable when a laborer is essential to towing and/or recovery services.

B. STORAGE LOCATION ADMINISTRATION

The City owned Impound Lot shall be used for City-ordered impounds only.

Service Provider shall keep and maintain the premises, other than the building, including access areas, walkways, and areas adjoining the building in a clean and orderly condition, free of accumulation of dirt and rubbish.

Hours of Operation

At a minimum, the Service Provider shall maintain the following hours of operation for the release of vehicles towed under this Contract: Monday through Sunday 8:00 a.m. to 6:00 p.m., excluding all legal holidays. At all other times the Service Provider shall release vehicles or other property from the Impound Lot within 90-minutes of such request. Nothing in this section, however, shall prohibit the City from requesting or authorizing the release of a vehicle on days and times other than those set forth herein.

C. COLLECTION OF FEES / RELEASE OF VEHICLE

Service Provider must collect all fees from vehicle owner at the time the vehicle is released from the Impound Lot. The Service Provider is prohibited from assessing, charging or collecting any fees or charges to the person claiming the vehicle that are not specified in the fee schedule.

D. PUBLIC SALE OF IMPOUNDED PROPERTY

Service Provider agrees to assist with all public sale of impounded property in conjunction with the designated auction service according to Article 11-04 of the Fargo Municipal Code. Contractor shall receive fifty percent (50%) of the net sale proceeds, of impound property only, as reimbursement for its costs and as reimbursement for expenses which remain unpaid because the owner does not

claim the vehicle. Service Provider will not be entitled to any portion of any amount received from the sale of any seized or forfeited vehicle or other property.

E. RECORD KEEPING AND FINACIAL REVIEW

Awarded Service Provider must keep any information as deemed necessary by the City. All forms must be filled out completely, legibly, and submitted in a timely fashion.

The Service Provider shall maintain complete, up-to-date records of all vehicles towed at the request of the City. At a minimum, such records must contain the following information:

a. Date and location of the tow
b. Make, model and year of the vehicle towed
c. Serial number of the vehicle towed
d. License plate number and issuing state
e. Total cost of each tow, with a breakdown of all costs
f. Copy of receipt provided to claimant showing claimant's signature
g. Date of release
h. Copy of claimant's proof of ownership and identification

F. OTHER

Body shop affiliation

Towing contractors, vendors, or sub-contractors are not to be affiliated with any body shop. The awarded Service Provider may neither perform body repairs nor direct / refer to another body repair shop, any accident-damaged vehicles from City-requested tows.

Personnel

The awarded Service Provider will do criminal background checks upon request from the City of Fargo, on any/all employees or prospective employees at the awarded Service Provider's expense. A copy of the requested background check must be supplied to the City of Fargo.

The Service Provider represents that all of its drivers operating tow equipment possess a valid driver's license with a "CDL" endorsement as is applicable and required for that vehicle. The Service Provider shall verify, semi-annually, that the licenses of its personnel are valid and current. The Service Provider shall keep such reports and records related to this verification at its place of business, and the City shall have the right to verify and inspect same.

The Service Provider shall insure that its personnel will display patience, tact, and courtesy when dealing with persons claiming ownership of towed vehicles. The Service Provider shall not knowingly or negligently create situations that would cause unfavorable attitudes toward the City of Fargo.

GENERAL ADMINISTRATIVE REQUIREMENTS AND CONDITIONS

A. CONFIDENTIALTY

Service Provider agrees that any information derived from or on behalf of the City, whether proprietary or not, made known to or discovered by Service Provider in connection with this RFP or during the performance of any contract resulting thereof will, be kept confidential and not be disclosed to any person, unless released by the City.

B. CONFLICT OF INTEREST

Service Provider, by submission of a Proposal to this RFP, agrees that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services required under this RFP. Without limitation, Service Provider represents to and agrees with the City that the Service Provider has no conflict of interest between providing the City with services hereunder and any interest the Service Provider may have with respect to any other person or entity (including, but not limited to, any federal or state regulatory agency) which has any interest adverse or potentially adverse to the City.

C. CANCELLATION

The City will maintain a strict right to cancel any contracts awarded under this RFP, in whole or in part, if the Service Provider willfully fails to perform any of the provisions in the contract or fails to make reports within the time stated, unless the time is extended in writing by the City.

D. ASSIGNMENT AND SUBCONTRACTING

Any contract awarded under this RFP shall strictly be enforced to adhere to the City's guidelines. All assignees and subcontractors shall be held to the same confidentiality as the awarded Service Provider and shall be considered by the City to be part of the Service Provider's organization.

E. TERMS OF PROFESSIONAL CONTRACT

Service Provider will comply with the standard terms of the City's Contract for Towing and Impound Service Contract, a sample of which is attached as Appendix A.

EVALUATION OF PROPOSALS

The City of Fargo reserves and may exercise the following rights and options with respect to selection process.

1. To reject any and all Proposals and reissue the RFP at any time prior to execution of a final contract, if, in the City's sole discretion, it is in its best interest to do so.
2. To supplement, amend, substitute, or otherwise modify this RFP at any time prior to selection of one or more Service Providers for negotiation and to cancel this RFP with or without issuing another RFP.
3. To accept or reject any or all of the items in any Proposal and award the contract in whole or in part if it is deemed in the City's best interest to do so.

4. To reject any Service Provider who, in the City of Fargo's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City, is financially or technically incapable or is otherwise not deemed a responsible Service Provider.
5. To reject as non-responsive any Proposal which, in the City' sole judgment, is incomplete, is not in conformity with applicable law, is conditional in any way, or deviates from the mandated requirements of the RFP.
6. To waive any defect, non-responsiveness and or deviation from this RFP that is not, in the City's sole judgment, material to the Proposal.
7. To permit or reject, at the City's sole discretion, amendments (including inadvertently omitted), modifications, alterations and or corrections to Proposals by some or all of the Service Providers following submission of the Proposal.
8. To request that some or all of the Service Providers modify Proposals.
9. Preference will be given to Service Provider's that maintain business operation within the corporate limits of the City of Fargo

CONTRACT AWARD

The City of Fargo reserves the right to award the contract to a Service Provider other than the Service Provider presenting the lowest price. The contract resulting from the RFP will be awarded to the qualified, responsible and responsive Service Provider whose Proposal the City believes will be the most advantageous to it.

Award and development of Final Contract will be conditioned on compliance with the standard terms and conditions of the Towing and Impound Services Contract. (Exhibit B.) The City reserves the sole right to revise said Contract as may be applicable.

SIGNATURE SHEET

Signature	Company Name
Print Name	Company Remit-to Address
Title	City, State Zip Code
Telephone Number	Fax Number
Federal Tax ID Number	URL/Email Address

The above individual must be authorized to sign on behalf of the company submitting the proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

Standard Tow for Non-Accident Services

Wrecker trucks for non-accident towing services such as disabled vehicle towing, impounds and traffic violation tows.

Vehicles	Rate
Additional Labor	$
Light Duty Towing Passenger cars, motorcycles and trucks with GVW of 7,000 lbs. or less	$
Medium Duty Towing Passenger cars, motorcycles and truck with GVW of 7,001 lbs. to 10,000 lbs.	$
Heavy Duty Towing Mid-size vehicles, delivery trucks, utility vehicles, motor-homes, parcel trucks, ambulances, small dump trucks, landscape trucks, flatbed trucks, refrigerated and box trucks, small and medium school busses with GVW of 10,001 lbs. to 26,000 lbs.	$
Super Heavy Duty towing Large vehicles, large delivery trucks, motor-coaches, refuse trucks, cement mixers and tractor trailer combination with GVW over 26,001 lbs.	$

Accident and Recovery Rates

Wrecker trucks for all accident related towing services.

Vehicles	Rate
Additional Labor	$
Light Duty Towing Passenger cars, motorcycles and trucks with GVW of 7,000 lbs. or less	$
Medium Duty Towing Passenger cars, motorcycles and truck with GVW of 7,001 lbs. to 10,000 lbs.	$
Heavy Duty Towing Mid-size vehicles, delivery trucks, utility vehicles, motor-homes, parcel trucks, ambulances, small dump trucks, landscape trucks, flatbed and stake trucks, refrigerated and box trucks, small and medium school busses with GVW of 10,001 lbs. to 26,000 lbs.	$
Super Heavy Duty towing Large vehicles, large delivery trucks, motor-coaches, refuse trucks, cement mixers and tractor trailer combination with GVW over 26,001 lbs.	$

Impound Gate Fee

Service Provider must be able to provide services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

Impound Vehicle Release	Release
Flat rate to release impound vehicles	$

FEE'S PAYABLE TO "CITY"	
CITY ordered tow (per tow cost)	$ 40.00
Storage Fee for Towed Vehicles (per day)	$ 20.00

Company Representative _____ (Name) _____ (Phone Number)

Exhibit B

ARTICLE 11-04

AUTOMOBILES AND PERSONAL PROPERTY

Section

11-0401 Automobiles or other personal property--When declared nuisance.
11-0402 Removal and impounding by police department.
11-0403 Impounded property--When held and sold.
11-0404 Report to city auditor--Disposition of proceeds.

11-0401. Automobiles or other personal property--When declared nuisance.--Any motor vehicle, animal, or other article of personal property located within the city, the use, condition, or status of which is in violation of any ordinance of the city or any law of the state of North Dakota, or which constitutes an obstruction, hazard, or detriment to public traffic, snow-removal operations, public safety, or public health or morals, or which may be damaged, disabled or otherwise involved in an accident or in the commission of any violation of any ordinance of the city or any law of the state, or any vehicle or other article of personal property abandoned or unclaimed within the city is hereby declared to be a nuisance and shall be abated in the manner provided by this article. The practice of parking motor vehicles in the front yards of properties within the city of Fargo (except as otherwise allowed by § 20-0701 of the Fargo Municipal Code) is hereby declared to be a nuisance and shall be abated in the manner provided by this article.

Source: 1952 Rev. Ord. 11-0401, 2367 (1987), 4072 (2000).

11-0402. Removal and impounding by police department.--The police department of the city or a contractor designated to act on its behalf may enter private property and remove or cause to be removed to the city hall, or any other place within the city selected for the purpose, any personal property described in § 11-0401, and may impound and retain the same until the expense of removal, storage, and impounding is paid, together with the amount of any fine, costs, bail, or other claims of the city against the owner or any other person lawfully entitled to the possession thereof.

Source: 1952 Rev. Ord. 11-0402, 2512 (1990), 2612 (1992).

11-0403. Impounded property--When held and sold.--If not reclaimed and redeemed by the true owner or the person lawfully entitled to the possession thereof, any article or personal property described in § 11-0401 may be sold and disposed of by the police department of the city as follows:

A. Any motor vehicle which is more than seven model years of age, is lacking vital component parts, and does not display a current license plate, may be disposed of by the police department, or a contractor designated to act on its behalf.

B. When an impounded motor vehicle is less than seven model years of age, or displays a current license tag, the owner of the vehicle shall be notified within 10 days of the impoundment. The notice shall set forth the date and place of the taking, the year, make, model, and serial number of the motor vehicle and place the vehicle is being held and must inform the owner and lien holders or secured parties of their right to reclaim the vehicle.

C. The owner of any vehicle desiring to reclaim his or her vehicle may do so within 15 days after the date of the notice is required by subsection (B) of

this section; provided, that prior to reclaiming, the owner shall be required to pay all towing and storage charges, expenses of removal, plus any fining, costs, bail, or other claims of the city against the owner.

D. The notice to the owner which is required by subsection (B) of this section shall be sent by mail to the registered owner, if any, of the impounded motor vehicle and all readily identifiable lien holders or secured parties of record. If it is impossible to determine with reasonable certainty the identity and address of the registered owner and all lien holders, the notice must be published once in a newspaper of general circulation in the area or from which the motor vehicle was impounded.

E. Motor vehicles which are more than seven model years old and do not bear a current license plate, or those which are unclaimed after giving appropriate notice as provided in subsection (B) of this section, shall be sold at public auction for sale, following reasonable published notice thereof in the official newspaper of the city.

F. After sale of the vehicle, all costs, fines, or expenses, as hereinabove described in subsection (C) of this section, shall be deducted from the purchase price and the remainder held for minimum of 90 days for the benefit of the owner of the vehicle. In the event that such funds are unclaimed after a period of 90 days, the amount shall be disposed of as provided in § 11-0404 of this article.

G. The sale of motor vehicles may be postponed or discontinued by public announcement at the time of the sale where there are no bidders, or when the amount offered is grossly inadequate, or for other reasonable cause. The city may become a purchaser of any or all property at such sale.

H. Any personal property which is impounded pursuant to the terms of this article may be sold, without notice to the owner, in the same manner as motor vehicles which are more than seven model years of age and are unlicensed; provided, that if such personal property has a reasonable value of at least $100 and the owner thereof is known to the city, notice and the opportunity to reclaim shall be given to the owner in the same manner as for motor vehicles which are less than seven model years of age.

The city may, by contract, delegate responsibility for impoundment, notification, and sale of impounded motor vehicles and other personal property, to a private party having sufficient facilities to impound and store such vehicles.

Source: 1965 Rev. Ord. 11-0403, 1452 (1972), 2612 (1992).

11-0404. Report to city auditor--Disposition of proceeds.--Within 30 days after sale as provided for in § 11-0403 of this article, the police department, or a contractor designated to act on its behalf, shall make out, in writing, and file with the city auditor a full report of such sale specifying the property sold, the amount received therefor, the amount of costs and expenses, and the disposition made by him of the proceeds of the sale. The proceeds arising from such sale shall be delivered over to the city treasurer and credited to the general fund.

Source: 1952 Rev. Ord. 11-0404, 2612 (1992).

EXHIBIT C

Standard Tow for Non-Accident Services

Wrecker trucks for non-accident towing services such as disabled vehicle towing, impounds and traffic violation tows.

Vehicles	Rate
Additional Labor	$ 50.00
Light Duty Towing Passenger cars, motorcycles and trucks with GVW of 7,000 lbs. or less	$ 85.00
Medium Duty Towing Passenger cars, motorcycles and truck with GVW of 7,001 lbs. to 10,000 lbs.	$ 85.00
Heavy Duty Towing Mid-size vehicles, delivery trucks, utility vehicles, motor-homes, parcel trucks, ambulances, small dump trucks, landscape trucks, flatbed trucks, refrigerated and box trucks, small and medium school busses with GVW of 10,001 lbs. to 26,000 lbs.	$ 125.00/hr.
Super Heavy Duty towing Large vehicles, large delivery trucks, motor-coaches, refuse trucks, cement mixers and tractor trailer combination with GVW over 26,001 lbs.	$ 175.00/hr.

Accident and Recovery Rates

Wrecker trucks for all accident related towing services.

Vehicles	Rate
Additional Labor	$ 50.00
Light Duty Towing Passenger cars, motorcycles and trucks with GVW of 7,000 lbs. or less	$ 100.00
Medium Duty Towing Passenger cars, motorcycles and truck with GVW of 7,001 lbs. to 10,000 lbs.	$ 100.00
Heavy Duty Towing Mid-size vehicles, delivery trucks, utility vehicles, motor-homes, parcel trucks, ambulances, small dump trucks, landscape trucks, flatbed and stake trucks, refrigerated and box trucks, small and medium school busses with GVW of 10,001 lbs. to 26,000 lbs.	$ 150.00/hr.
Super Heavy Duty towing Large vehicles, large delivery trucks, motor-coaches, refuse trucks, cement mixers and tractor trailer combination with GVW over 26,001 lbs.	$ 200.00/hr.

Miscellaneous

	Rate
Landoll Trailer	$ 150.00/hr.
Lowboy Trailer	$ 250.00/hr

Impound Gate Fee

Service Provider must be able to provide services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

Impound Vehicle Release	Release
Flat rate to release impound vehicles	$ 25.00/hr.

FEE'S PAYABLE TO "CITY"	
CITY ordered tow (per tow cost)	$ 40.00
Storage Fee for Towed Vehicles (per day)	$ 20.00

CITY OF Fargo

Metropolitan Area Transit
650 23rd Street N
Fargo, ND 58102
Phone: 701-241-8140
Fax: 701-241-8558

June 28th, 2021

33

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

RE: AFB20132 Metro Transit Garage Lighting Project Change Order

Commissioners,
Transit Department has requested a change order from Superior Electric to replace additional lights as part of this project. The joint contract between the Cities of Fargo and Moorhead had a fully funded project budget of $100,000. City of Fargo portion of this contract was $66,000 and was funded by NDDOT Contract 38190961, approved by City Commission on August 26th, 2019. The remainder of this project was funded by the City of Moorhead and MNDOT.

Change Order #1 was approved by the City Commission on May 17th, 2021. The following table provides a breakdown of the allocation of costs for this project. The cost of the additional work does not exceed the fully funded budget for this project and will use the remaining dedicated grant funding.

	Fargo	Moorhead	
Original Project	$48,680.94	$25,078.06	
Change Order #1	$256.08	$131.92	
Change Order #2	$16,673.58	$8,589.42	
Total Project	$65,610.60	$33,799.40	$99,410.00

Attachments: Quote for the additional work being requested.

Recommended Action: For AFB20132, approve and sign change order with Superior Electric of Fargo, LLC for the additional work and time extension for the Metro Transit Garage lighting replacement project

Respectively submitted,

Jordan Smith

Jordan Smith
Transit Fleet and Facilities Manager

Change Order #2

Revisions to the Contract for Construction between **Owner** and **CONTRACTOR** are agreed as follows.

PROJECT: Metro Transit Garage Lighting Update - AFB20132

Metro Transit Garage	650 23rd St N	2/22/2021
Name	Address	Date of Commencement

CHANGES: Description of the added/deleted/revised Work

WORK: Addition of parking lot lights, flag pole lights, signage lights on west side of building and explosion proof light fixtures for the garage service pit. Time extension to December 31st, 2021 for completing the additional work and coordinating with the garage pit construction project.

REASON FOR CHANGES: Use the remaining grant funding for this project.

LIST OF SUPPLEMENTAL INFORMATION/DRAWINGS (ATTACHED): Quote for the additional work.

CONTRACT SUM:

Contract Sum PRIOR to this Change (including previously approved Change Orders):	$74,147.00
Contract Sum AFTER to this Change:	$99,410.00
TOTAL CHANGE:	$25,263.00

CONTRACT DURATION:

Substantial Completion PRIOR to this Change (including previously approved Change Orders):		8/31/2021
Substantial Completion AFTER this Change:		12/31/2021
TOTAL CHANGE:	days + or -	122

APPROVALS:

CHANGE SUBMITTED BY: Jordan Smith

APPROVED BY:

CONTRACTOR: Superior Electric LLC — DATE: 6/22/2021

OWNER: City of Fargo - Dr. Timothy J Mahoney, M.D , Mayor — DATE:

ATTEST: City Auditor — DATE:

Owner: City of Moorhead - Mayor — DATE:

ATTEST: City Manager — DATE:

1533 10th ST N
FARGO, ND 58102
PHONE: 701-850-9064
merbes@superiorelectricfargo.com

Project: Metro Transit Bus CO

Date: 6/10/21

Proposal Includes:

- **Provide and replace (3) flagpole fixtures.**
- **Provide and replace (6) photo eye.**
- **Provide and replace (3) building letter fixtures.**
- **Provide and replace (11) Class 1 Division 1 4' fixtures in Pit area.**
- **Provide and Replace (4) parking lot fixtures.**
- **Prevailing wages**
- **Lift rental**
- **Permit and Taxes**

CO Bid Total $25,263.00
Add option to replace the two tall poles $5,317.00.

Add option does not include pole base replacement.

Sincerely,
Marc Erbes

Accepted by Signature_____
Printed Name _____
Date Accepted_____
PO Number_____
Good for 15 days

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-20-C1 Type: Irrigation Repair

Location: 1110 3rd Avenue North Date of Hearing: 6/21/2021

35

Routing	Date
City Commission	6/28/2021
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, regarding a request for sprinkler repair from ASA Property Management – Twin Towers.

Lawn sprinklers at 1110 3rd Avenue North were damaged last year due to Improvement District No. BR-20-C1. Affected areas include the boulevards adjacent to both 11th Street North and 3rd Avenue North by the Twin Towers building.

ASA Property Management has hired and paid OPP Construction for the work and is requesting reimbursement from the City of Fargo in the amount of $9,090.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of reimbursement to ASA Property Management in the amount of $9,090 for the repair of their irrigation system.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve reimbursement to ASA Property Management in the amount of $9,090 for the repair of their irrigation system.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: State, Utility, Sales Tax & Special Assessments

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	Ryan Erickson
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☐	☐	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Jason Leonard, Project Engineer

Date: June 17, 2021

Re: Improvement District No. BR-20-C1 – Sprinkler Repair
3rd Avenue North from University Drive to 10th Street, 11th Street North from 2nd Avenue North to 4th Avenue North, and 12th Street North from 3rd Avenue North to 4th Avenue North

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Attached is a request from ASA Property Management – Twin Towers to repair lawn sprinklers that were damaged with last year's project adjacent to 1110 3rd Avenue North. Affected areas include the boulevards adjacent to both 11 Street North and 3rd Avenue North by the Twin Towers building.

Included with the request is the invoice from OPP Construction Company in the amount of $9,090.00. ASA Property Management has paid the entire bill and is requesting reimbursement from the City of Fargo.

Recommended Motion:

Recommend approval to make payment in the amount of $9,090.00 to ASA Property Management for the repair of their irrigation system.

OppConstruction.com

CONSTRUCTION COMPANY

Offices:
Grand Forks, ND
Fargo, ND

P.O. Box 2871 • Fargo, ND 58108 • Phone 701-281-1212 • Fax 701-277-8005

Quote

Date: 11/10/2020

To: ASA Property Management - Twin Towers
Attn: Tony
Fargo, ND 58104

Phone: 701-238-0889 E-Mail: tony@asarents.com

Reference: Quote for irrigation install/restoration along North and East boulevards of Twin Towers property. Includes tying onto existing water source at east side of building, 1" poly pipe and fittings, Hunter PGV Valves and wire, Hunter MPR Sprays, equipment and labor. Does not include any repairs if needed within building to sidewalk boundary.

Item	Description	Total Price
1	Irrigation work as per reference.	$ 9,090.00
	Total Price of this Quotation: $	**9,090.00**

Notes: Change in materials may affect Quote.

Exclusions: Opp Construction is not responsible for any damage to unmarked private utilities/facilities which include but are not limited to: LP Gas Lines, Sprinkler Systems, Invisible Dog Fences, Detached Garages/Buildings, Yard Lights, Wells, Sanitary Systems, and any Buried Cables, Wires or Plumbing installed by current or previous homeowners.

Respectfully Submitted,

Marshall Kaldor
Project Manager/Estimator

Acceptance of Proposal

The above prices, specifications and conditions are accepted.
Opp Construction is authorized to perform the work.
20% Down Payment due upon Acceptance.

Signature: Date:

BUILD WITH THE BEST

"An Equal Opportunity Employer"
2010 national 1st place safety excellence award winner

ASA Property Management

2801 1st Avenue North
Fargo, ND 58102

Estimate

Date	Estimate #
12/8/2020	1465

Name / Address
Twin Towers 1110 3rd Ave. North #100 Fargo, ND 58102

Project

Description	Qty	Rate	Total
26 Landscaping--Repair and/or replace irrigation in boulevards along the north(3rd ave.) and east side(11th St.) of building. Scope of work to be preformed, tying into existing water source, installing sprinkler heads where needed, installing new controller valves. includes all parts and labor. Does not include any work or material between the building and the sidewalk. If work in this area needs to be done it will be addressed at that time.	1	8,200.00	8,200.00
		Total	$8,200.00

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-21-A1 Type: Private Utility Relocation

Location: 64th Ave S, 33rd St – 38th St Date of Hearing: 6/21/2021

Routing	Date
City Commission	6/28/2021
PWPEC File	X
Project File	Jason Leonard

36

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, regarding the relocation of the overhead power lines.

Staff has asked Cass County Electric Cooperative (CCEC) to evaluate two options for the relocation of overhead power lines. Option 1 is to bury the entire line and Option 2 is to relocate the overhead poles and remain overhead. Option 1 was selected and approved by City Commission on June 15, 2020 at an estimated cost of $221,804.

Staff is seeking approval to pay the invoiced costs from CCEC in the amount of $259,866 ($244,292 covers cost to relocate existing overhead lines, $15,574 covers cost to relocate underground line for NDDOT DMS sign).

On a motion by Kent Costin, seconded by Mark Williams, the Committee voted to recommend approval of payment to CCEC in the amount of $259,866.

RECOMMENDED MOTION
Concur with recommendations of PWPEC and approve payment to CCEC in the amount of $259,866.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: City, CCWRD, Federal Funds & Special Assessments

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	Ryan Erickson
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☐	☐	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Jason Leonard, Project Engineer

Date: June 14, 2021

Re: Improvement District No. BN-21-A1 – Private Utility Relocation

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Background:

Improvement District No. BN-21-A1 is for new construction of paving and incidentals on 64th Avenue South from 33rd Street South to 38th Street South. As part of this project, we will upgrade 64th Avenue South (33rd Street South to 38th Street South) from a section line minimum maintenance gravel roadway section to a 3-lane urban concrete street section with an overpass at Interstate 29. This described work will require the relocation of Cass County Electric Cooperative's (CCEC) private utility line contained in the existing utility easement along the corridor.

We asked CCEC to evaluate two different options. Option 1 was to bury the entire line and Option 2 was to relocate with overhead poles and remain overhead. CCEC stated that they would like to bury the entire line to reduce vehicular safety issues at their cost of the additional $38,690. **Option 1 was selected and approved by City Commission on 6/15/2020 at an estimated cost of $221,804.**

The invoice cost from Cass County Electric Cooperative:

- Cass County Electric - **$259,866**
  - Covers cost to relocate an existing overhead line to requested route as shown in the attachment. ($244,292)
  - Covers cost to relocate an underground line for the NDDOT DMS sign that will be impacted by the I-29 overpass. ($15,574)

Attached for your review are the two invoices for Cass County Electric Cooperative.

Recommended Motion:

Approve the invoice payments of $259,866 to Cass County Electric Cooperative for the relocation of above-mentioned utility.

JTL/klb
Attachments

Cass County Electric Cooperative
Your Touchstone Energy® Partner
4100 32nd Ave. S.
Fargo, ND 58104
E-Mail: info@kwh.com
Website: www.kwh.com
Phone (Fargo) 356-4400 • Phone (Outside Fargo) 800-248-3292

INVOICE: 37906

Invoice Date: 06/03/2021
Terms: NET DUE
Due Date: 07/03/2021
Amount Due: $ 244,292.00

CITY OF FARGO
PO BOX 2083
FARGO ND 58107-2083

Account: 2551
Description: Aid to Construction

Page 1 of 1

DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
AID TO CONSTRUCTION Retire overhead and bury feeder for 64th Ave interchange.	1.000	EA	244,292.0000	244,292.00	

MESSAGES		
	Subtotal:	$ 244,292.00
	Tax:	$ 0.00
	Total:	$ 244,292.00
	Amount Paid:	$ 0.00
	Amount Due:	$ 244,292.00

RETURN BOTTOM PORTION WITH PAYMENT

Cass County Electric Cooperative
Your Touchstone Energy® Partner
4100 32nd Ave. S.
Fargo, ND 58104
E-Mail: info@kwh.com
Website: www.kwh.com
Phone (Fargo) 356-4400 • Phone (Outside Fargo) 800-248-3292

Account:	2551
Invoice:	37906
Due Date:	07/03/2021
Amount Due:	$ 244,292.00
Amount Of Payment:	_____

CITY OF FARGO
PO BOX 2083
FARGO ND 58107-2083

Remit To:

CASS COUNTY ELECTRIC CO-OP INC
4100 32ND AVE SW
FARGO ND 58104

Cass County Electric Cooperative
Your Touchstone Energy® Partner
4100 32nd Ave. S.
Fargo, ND 58104
E-Mail: info@kwh.com
Website: www.kwh.com
Phone (Fargo) 356-4400 • Phone (Outside Fargo) 800-248-3292

INVOICE: 37907

Invoice Date: 06/03/2021
Terms: NET DUE
Due Date: 07/03/2021
Amount Due: $ 15,574.00

CITY OF FARGO
PO BOX 2083
FARGO ND 58107-2083

Account: 2551
Description: Aid to Construction

Page 1 of 1

DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
AID TO CONSTRUCTION Bore interstate to provide service to DOT digatal sign.	1.000	EA	15,574.0000	15,574.00	

MESSAGES		
	Subtotal:	$ 15,574.00
	Tax:	$ 0.00
	Total:	$ 15,574.00
	Amount Paid:	$ 0.00
	Amount Due:	$ 15,574.00

RETURN BOTTOM PORTION WITH PAYMENT

Cass County Electric Cooperative
Your Touchstone Energy® Partner
4100 32nd Ave. S.
Fargo, ND 58104
E-Mail: info@kwh.com
Website: www.kwh.com
Phone (Fargo) 356-4400 • Phone (Outside Fargo) 800-248-3292

Account:	2551
Invoice:	37907
Due Date:	07/03/2021
Amount Due:	$ 15,574.00
Amount Of Payment:	_____

CITY OF FARGO
PO BOX 2083
FARGO ND 58107-2083

Remit To:

CASS COUNTY ELECTRIC CO-OP INC
4100 32ND AVE SW
FARGO ND 58104

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-20-K1 Type: Negative Final Balancing Change Order #3

Location: Golden Valley 4th Addition Date of Hearing: 6/21/2021

37

Routing	Date
City Commission	6/28/2021
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, for Negative Final Balancing Change Order #3 in the amount of -$95,407.98, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #3 in the amount of -$95,407.98, bringing the total contract amount to $2,600,838.55.

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

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Negative Final Balancing Change Order #3 in the amount of -$95,407.98, bringing the total contract amount to $2,600,838.55 to Ryan Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	Ryan Erickson
Bruce Grubb, City Administrator	☐	☐	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☐	☐	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Jason Leonard, Project Engineer

Date: June 17, 2021

Re: Improvement District No. BN-20-K1 – Negative Final Balancing Change Order #3

Background:

Improvement District No. BN-20-K1 is for Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights and Site Grading & Incidentals on 65th Avenue South, 66th Avenue South, 67th Avenue South, 26th Street South, and Toronto Drive South in the Golden Valley 4th Addition.

Attached is Negative Final Balancing Change Order #3 in the amount of -$95,407.98 that reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

The original contract bid price for this project was $2,679,210.00 and this Negative FBCO #3 will bring the project final amount to $2,600,838.55 (2.92% Decrease). This Improvement District is 100% Special Assessed.

Recommended Motion:

Approve Negative Final Balancing Change Order #3 in the amount of -$95,407.98, which brings the total contract amount to $2,600,838.55 to Ryan Contracting.

JTL/klb
Attachments

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No BN-20-K1 **Change Order No** 3

Project Name Sanitary Sewer, Water Main, Storm Sewer, Paving, Site Grading, Street Lights & Incidentals

Date Entered 6/16/2021 **For** Ryan Contracting

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

EXPLANATION OF CHANGE: Final Balancing Change Order

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Sanitary Sewer	1	F&I Manhole 4' Dia Reinf Conc	EA	9.00	0.00	9.00	-1.00	8.00	4,300.00	-4,300.00
	3	Connect Pipe to Exist Pipe	EA	2.00	0.00	2.00	-1.00	1.00	5,000.00	-5,000.00
	4	F&I Pipe SDR 26 - 6" Dia PVC	LF	3,010.00	0.00	3,010.00	65.00	3,075.00	30.00	1,950.00
	5	F&I Pipe SDR 26 - 8" Dia PVC	LF	3,070.00	0.00	3,070.00	97.00	3,167.00	38.00	3,686.00
	6	F&I Pipe SDR 35 - 12" Dia PVC	LF	785.00	0.00	785.00	-59.00	726.00	50.00	-2,950.00
									Sanitary Sewer Sub Total ($)	-6,614.00
Cass Rual Water Main	11	F&I Fittings C153 Ductile Iron	LB	1,827.00	0.00	1,827.00	88.00	1,915.00	4.00	352.00
	12	F&I Pipe 1" Dia Water Service	LF	2,842.00	0.00	2,842.00	17.00	2,859.00	25.00	425.00
	14	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	1,500.00	0.00	1,500.00	-4.60	1,495.40	37.00	-170.20
	15	F&I Pipe C900 DR 18 - 10" Dia PVC	LF	880.00	0.00	880.00	-2.00	878.00	41.00	-82.00
	16	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	1,520.00	0.00	1,520.00	-1.10	1,518.90	46.00	-50.60
									Cass Rual Water Main Sub Total ($)	474.20
Storm Sewer	24	F&I Manhole 4' Dia Reinf Conc	EA	10.00	0.00	10.00	-1.00	9.00	2,400.00	-2,400.00
	26	F&I Manhole 6' Dia Reinf Conc	EA	1.00	0.00	1.00	1.00	2.00	5,500.00	5,500.00
	27	F&I Manhole 7' Dia Reinf Conc	EA	3.00	0.00	3.00	-1.00	2.00	7,000.00	-7,000.00
	28	F&I Manhole Type E Reinf Conc	EA	1.00	0.00	1.00	1.00	2.00	10,000.00	10,000.00
	30	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	2.00	0.00	2.00	1.00	3.00	2,600.00	2,600.00

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CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Storm Sewer	32	F&I Inlet - Manhole (MHI) 7' Dia Reinf Conc	EA	2.00	0.00	2.00	-1.00	1.00	8,000.00	-8,000.00
	34	F&I Inlet - Round (RDI) Reinf Conc	EA	15.00	1.00	16.00	-1.00	15.00	1,600.00	-1,600.00
	36	F&I Pipe 15" Dia Reinf Conc	LF	328.00	0.00	328.00	-241.30	86.70	44.00	-10,617.20
	37	F&I Pipe 18" Dia Reinf Conc	LF	130.00	0.00	130.00	21.80	151.80	52.00	1,133.60
	38	F&I Pipe 21" Dia Reinf Conc	LF	201.00	16.00	217.00	-162.30	54.70	53.00	-8,601.90
	39	F&I Pipe 33" Dia Reinf Conc	LF	140.00	0.00	140.00	132.50	272.50	95.00	12,587.50
	41	F&I Pipe w/GB 15" Dia Reinf Conc	LF	328.00	0.00	328.00	-24.70	303.30	60.00	-1,482.00
	42	F&I Pipe w/GB 18" Dia Reinf Conc	LF	50.00	0.00	50.00	55.00	105.00	65.00	3,575.00
	43	F&I Pipe w/GB 30" Dia Reinf Conc	LF	45.00	0.00	45.00	-0.50	44.50	120.00	-60.00
	46	F&I Pipe 12" Dia	LF	1,362.00	16.00	1,378.00	-168.30	1,209.70	39.00	-6,563.70
	47	F&I Pipe 15" Dia	LF	908.00	0.00	908.00	292.50	1,200.50	44.00	12,870.00
	48	F&I Pipe 18" Dia	LF	337.00	0.00	337.00	29.10	366.10	52.00	1,513.20
	49	F&I Pipe 21" Dia	LF	146.00	0.00	146.00	-0.10	145.90	58.00	-5.80
	50	F&I Pipe 24" Dia	LF	133.00	0.00	133.00	-0.10	132.90	60.00	-6.00
	51	F&I Pipe 33" Dia	LF	135.00	0.00	135.00	-135.00	0.00	95.00	-12,825.00
	54	F&I Pipe 30" Dia	LF	135.00	0.00	135.00	-0.35	134.65	92.00	-32.20
								Storm Sewer Sub Total ($)		-9,414.50
Paving	55	Remove Pavement All Thicknesses All Types	SY	56.00	0.00	56.00	-56.00	0.00	20.00	-1,120.00
	64	F&I Curb & Gutter Mountable (Type I)	LF	7,400.00	0.00	7,400.00	-298.00	7,102.00	19.25	-5,736.50
	65	F&I Curb & Gutter Standard (Type II)	LF	400.00	0.00	400.00	-197.10	202.90	22.50	-4,434.75
	66	F&I Shared Use Path 5" Thick Reinf Conc	SY	780.00	0.00	780.00	61.00	841.00	46.10	2,812.10
	67	F&I Shared Use Path 6" Thick Reinf Conc	SY	150.00	13.00	163.00	-112.42	50.58	66.00	-7,419.72
	68	F&I Sidewalk 4" Thick Reinf Conc	SY	1,200.00	0.00	1,200.00	-67.20	1,132.80	42.50	-2,856.00
	69	F&I Sidewalk 6" Thick Reinf Conc	SY	150.00	0.00	150.00	14.00	164.00	67.50	945.00
	70	F&I Det Warn Panels Cast Iron	SF	320.00	20.00	340.00	-28.00	312.00	42.00	-1,176.00
	71	Casting to Grade - Blvd	EA	40.00	0.00	40.00	-8.00	32.00	300.00	-2,400.00
	72	GV Box to Grade - no Conc	EA	5.00	0.00	5.00	4.00	9.00	400.00	1,600.00

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Paving	73	Casting to Grade - no Conc	EA	32.00	0.00	32.00	2.00	34.00	400.00	800.00
	74	GV Box to Grade - Blvd	EA	5.00	0.00	5.00	2.00	7.00	200.00	400.00
	75	F&I Edge Drain 4" Dia PVC	LF	7,491.00	0.00	7,491.00	-298.00	7,193.00	8.00	-2,384.00
	76	F&I Pavement 9" Thick Reinf Conc	SY	280.00	0.00	280.00	25.89	305.89	84.25	2,181.23
	77	F&I Aggregate for Asph Pavement FAA 43	TON	5,355.00	0.00	5,355.00	-1,292.50	4,062.50	64.00	-82,720.00
	78	F&I Asphalt Cement PG 58H-34	TON	325.00	0.00	325.00	-114.07	210.93	1.00	-114.07
	80	Mulching Type 1 - Hydro	SY	40,130.00	0.00	40,130.00	30,571.00	70,701.00	0.45	13,756.95
	81	Inlet Protection - Existing Inlet	EA	7.00	0.00	7.00	1.00	8.00	150.00	150.00
	82	Inlet Protection - New Inlet	EA	72.00	0.00	72.00	-33.00	39.00	200.00	-6,600.00
	83	Temp Construction Entrance	EA	2.00	0.00	2.00	-1.00	1.00	750.00	-750.00
	84	Seeding Type C	SY	40,130.00	0.00	40,130.00	25,194.50	65,324.50	0.35	8,818.08
									Paving Sub Total ($)	-86,247.68
Street Lighting	87	F&I Conductor #6 USE Cu	LF	11,340.00	0.00	11,340.00	126.00	11,466.00	2.00	252.00
	88	F&I Innerduct 1.5" Dia	LF	3,972.00	0.00	3,972.00	48.00	4,020.00	4.00	192.00
									Street Lighting Sub Total ($)	444.00
Signing	94	F&I Sign Assembly	EA	18.00	0.00	18.00	-3.00	15.00	25.00	-75.00
	95	F&I Sign Assembly & Anchor	EA	12.00	0.00	12.00	2.00	14.00	70.00	140.00
	96	F&I Barricade Type III	EA	6.00	0.00	6.00	-2.00	4.00	450.00	-900.00
									Signing Sub Total ($)	-835.00
LOMR-F	98	Fill - Haul	CY	2,680.00	0.00	2,680.00	1,357.00	4,037.00	5.00	6,785.00
									LOMR-F Sub Total ($)	6,785.00

Summary

Source Of Funding	
Net Amount Change Order # 3 ($)	-95,407.98
Previous Change Orders ($)	17,036.53
Original Contract Amount ($)	2,679,210.00
Total Contract Amount ($)	2,600,838.55

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/26/2020		0.00	0.00	10/26/2020	

Description

APPROVED	Ryan Contracting Co.	**APPROVED DATE**	
For Contractor		Department Head	6/22/21
Title	CFO	Mayor	
		Attest	

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Improvement District No.	BN-20-K1
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Paving, Site Grading, Street Lights & Incidentals
Type	Utilities and Paving New
Description	Golden Valley 4th Addition
Pay Estimate Number	8 - FINAL
From Date	12/17/2020
To Date	06/16/2021

The Honorable Board of City Commissioners

Dear Commissioners,

Be advised that Ryan Contracting has performed the work to date shown on this statement

Contract				Previous		Current		To Date		Percentage
	Unit	Quantity	Unit Price ($)	Quantity	Amount ($)	Quantity	Amount ($)	Quantity	Amount ($)	Complete(%)
Sanitary Sewer										
1 F&I Manhole 4' Dia Reinf Conc	EA	9.00	4,300.00	8.00	34,400.00	0.00	0.00	8.00	34,400.00	88.89
2 F&I Manhole w/Ext Drop 4' Dia Reinf Conc	EA	2.00	6,000.00	2.00	12,000.00	0.00	0.00	2.00	12,000.00	100.00
3 Connect Pipe to Exist Pipe	EA	2.00	5,000.00	1.00	5,000.00	0.00	0.00	1.00	5,000.00	50.00
4 F&I Pipe SDR 26 - 6" Dia PVC	LF	3,010.00	30.00	3,075.00	92,250.00	0.00	0.00	3,075.00	92,250.00	102.16
5 F&I Pipe SDR 26 - 8" Dia PVC	LF	3,070.00	38.00	3,167.00	120,346.00	0.00	0.00	3,167.00	120,346.00	103.16
6 F&I Pipe SDR 35 - 12" Dia PVC	LF	785.00	50.00	726.00	36,300.00	0.00	0.00	726.00	36,300.00	92.48
7 Modify Manhole	EA	2.00	1,000.00	2.00	2,000.00	0.00	0.00	2.00	2,000.00	100.00
8 Connect Sewer Service	EA	65.00	300.00	65.00	19,500.00	0.00	0.00	65.00	19,500.00	100.00
9 Rem & Repl Casting - Self Leveling	EA	2.00	1,000.00	2.00	2,000.00	0.00	0.00	2.00	2,000.00	100.00
			Sanitary Sewer Sub Total		**323,796.00**		**0.00**		**323,796.00**	

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price ($)	Previous Quantity	Previous Amount ($)	Current Quantity	Current Amount ($)	To Date Quantity	To Date Amount ($)	Percentage Complete(%)
Cass Rual Water Main										
10 F&I Hydrant	EA	6.00	4,200.00	6.00	25,200.00	0.00	0.00	6.00	25,200.00	100.00
11 F&I Fittings C153 Ductile Iron	LB	1,827.00	4.00	1,915.00	7,660.00	0.00	0.00	1,915.00	7,660.00	104.82
12 F&I Pipe 1" Dia Water Service	LF	2,842.00	25.00	2,859.00	71,475.00	0.00	0.00	2,859.00	71,475.00	100.60
13 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	45.00	36.00	45.00	1,620.00	0.00	0.00	45.00	1,620.00	100.00
14 F&I Pipe C900 DR 18 - 8" Dia PVC	LF	1,500.00	37.00	1,495.40	55,329.80	0.00	0.00	1,495.40	55,329.80	99.69
15 F&I Pipe C900 DR 18 - 10" Dia PVC	LF	880.00	41.00	878.00	35,998.00	0.00	0.00	878.00	35,998.00	99.77
16 F&I Pipe C900 DR 18 - 12" Dia PVC	LF	1,520.00	46.00	1,518.90	69,869.40	0.00	0.00	1,518.90	69,869.40	99.93
17 F&I Gate Valve 6" Dia	EA	6.00	1,800.00	6.00	10,800.00	0.00	0.00	6.00	10,800.00	100.00
18 F&I Gate Valve 8" Dia	EA	4.00	2,000.00	4.00	8,000.00	0.00	0.00	4.00	8,000.00	100.00
19 F&I Gate Valve 10" Dia	EA	3.00	2,800.00	3.00	8,400.00	0.00	0.00	3.00	8,400.00	100.00
20 F&I Gate Valve 12" Dia	EA	3.00	3,400.00	3.00	10,200.00	0.00	0.00	3.00	10,200.00	100.00
21 F&I CS & Box 1" Dia	EA	65.00	300.00	65.00	19,500.00	0.00	0.00	65.00	19,500.00	100.00
22 Connect Water Service	EA	65.00	300.00	65.00	19,500.00	0.00	0.00	65.00	19,500.00	100.00
23 Connect Pipe to Exist Pipe	EA	2.00	2,000.00	2.00	4,000.00	0.00	0.00	2.00	4,000.00	100.00
			Cass Rual Water Main Sub Total		**347,552.20**		**0.00**		**347,552.20**	
Storm Sewer										
24 F&I Manhole 4' Dia Reinf Conc	EA	10.00	2,400.00	9.00	21,600.00	0.00	0.00	9.00	21,600.00	90.00
25 F&I Manhole 5' Dia Reinf Conc	EA	3.00	3,800.00	3.00	11,400.00	0.00	0.00	3.00	11,400.00	100.00
26 F&I Manhole 6' Dia Reinf Conc	EA	1.00	5,500.00	2.00	11,000.00	0.00	0.00	2.00	11,000.00	**200.00***
27 F&I Manhole 7' Dia Reinf Conc	EA	3.00	7,000.00	2.00	14,000.00	0.00	0.00	2.00	14,000.00	66.67

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price ($)	Previous Quantity	Previous Amount ($)	Current Quantity	Current Amount ($)	To Date Quantity	To Date Amount ($)	Percentage Complete(%)
28 F&I Manhole Type E Reinf Conc	EA	1.00	10,000.00	2.00	20,000.00	0.00	0.00	2.00	20,000.00	**200.00***
29 Connect Pipe to Exist Pipe	EA	3.00	2,000.00	3.00	6,000.00	0.00	0.00	3.00	6,000.00	100.00
30 F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	2.00	2,600.00	3.00	7,800.00	0.00	0.00	3.00	7,800.00	**150.00***
31 F&I Inlet - Manhole (MHI) 5' Dia Reinf Conc	EA	2.00	3,700.00	2.00	7,400.00	0.00	0.00	2.00	7,400.00	100.00
32 F&I Inlet - Manhole (MHI) 7' Dia Reinf Conc	EA	2.00	8,000.00	1.00	8,000.00	0.00	0.00	1.00	8,000.00	50.00
33 F&I Inlet - Manhole (MHI) Type E Reinf Conc	EA	1.00	13,000.00	1.00	13,000.00	0.00	0.00	1.00	13,000.00	100.00
34 F&I Inlet - Round (RDI) Reinf Conc	EA	16.00	1,600.00	15.00	24,000.00	0.00	0.00	15.00	24,000.00	93.75
35 F&I Inlet - Single Box (SBI) Reinf Conc	EA	15.00	2,200.00	15.00	33,000.00	0.00	0.00	15.00	33,000.00	100.00
36 F&I Pipe 15" Dia Reinf Conc	LF	328.00	44.00	86.70	3,814.80	0.00	0.00	86.70	3,814.80	26.43
37 F&I Pipe 18" Dia Reinf Conc	LF	130.00	52.00	151.80	7,893.60	0.00	0.00	151.80	7,893.60	**116.77***
38 F&I Pipe 21" Dia Reinf Conc	LF	217.00	53.00	54.70	2,899.10	0.00	0.00	54.70	2,899.10	25.21
39 F&I Pipe 33" Dia Reinf Conc	LF	140.00	95.00	272.50	25,887.50	0.00	0.00	272.50	25,887.50	**194.64***
40 F&I Pipe 36" Dia Reinf Conc	LF	127.00	100.00	127.00	12,700.00	0.00	0.00	127.00	12,700.00	100.00
41 F&I Pipe w/GB 15" Dia Reinf Conc	LF	328.00	60.00	303.30	18,198.00	0.00	0.00	303.30	18,198.00	92.47
42 F&I Pipe w/GB 18" Dia Reinf Conc	LF	50.00	65.00	105.00	6,825.00	0.00	0.00	105.00	6,825.00	**210.00***
43 F&I Pipe w/GB 30" Dia Reinf Conc	LF	45.00	120.00	44.50	5,340.00	0.00	0.00	44.50	5,340.00	98.89
44 F&I Pipe w/GB 33" Dia Reinf Conc	LF	50.00	150.00	50.00	7,500.00	0.00	0.00	50.00	7,500.00	100.00
45 F&I Pipe w/GB 36" Dia Reinf Conc	LF	50.00	150.00	50.00	7,500.00	0.00	0.00	50.00	7,500.00	100.00
46 F&I Pipe 12" Dia	LF	1,378.00	39.00	1,209.70	47,178.30	0.00	0.00	1,209.70	47,178.30	87.79

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price ($)	Previous Quantity	Previous Amount ($)	Current Quantity	Current Amount ($)	To Date Quantity	To Date Amount ($)	Percentage Complete(%)
47 F&I Pipe 15" Dia	LF	908.00	44.00	1,200.50	52,822.00	0.00	0.00	1,200.50	52,822.00	132.21*
48 F&I Pipe 18" Dia	LF	337.00	52.00	366.10	19,037.20	0.00	0.00	366.10	19,037.20	108.64
49 F&I Pipe 21" Dia	LF	146.00	58.00	145.90	8,462.20	0.00	0.00	145.90	8,462.20	99.93
50 F&I Pipe 24" Dia	LF	133.00	60.00	132.90	7,974.00	0.00	0.00	132.90	7,974.00	99.92
51 F&I Pipe 33" Dia	LF	135.00	95.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52 F&I Pipe 42" Dia	LF	463.00	140.00	463.00	64,820.00	0.00	0.00	463.00	64,820.00	100.00
53 F&I Pipe 48" Dia	LF	1,243.00	160.00	1,243.00	198,880.00	0.00	0.00	1,243.00	198,880.00	100.00
54 F&I Pipe 30" Dia	LF	135.00	92.00	134.65	12,387.80	0.00	0.00	134.65	12,387.80	99.74
100 Extra - StormSewers	LS	1.00	7,579.53	1.00	7,579.53	0.00	0.00	1.00	7,579.53	100.00
101 Connect Pipe to Exist Structure	EA	1.00	1,500.00	1.00	1,500.00	0.00	0.00	1.00	1,500.00	100.00
104 Extra - ErosionSedimentControl	LS	1.00	1,083.00	0.00	0.00	1.00	1,083.00	1.00	1,083.00	100.00
105 Extra - TrafficControl/Signals	LS	1.00	891.25	0.00	0.00	1.00	891.25	1.00	891.25	100.00
			Storm Sewer Sub Total		696,399.03		1,974.25		698,373.28	
Paving										
55 Remove Pavement All Thicknesses All Types	SY	56.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
56 Topsoil - Spread	LS	1.00	25,000.00	1.00	25,000.00	0.00	0.00	1.00	25,000.00	100.00
57 Topsoil - Strip	LS	1.00	50,000.00	1.00	50,000.00	0.00	0.00	1.00	50,000.00	100.00
58 Excavation	CY	7,500.00	5.00	7,500.00	37,500.00	0.00	0.00	7,500.00	37,500.00	100.00
59 Subgrade Preparation	SY	13,500.00	2.00	13,500.00	27,000.00	0.00	0.00	13,500.00	27,000.00	100.00
60 Subcut	CY	13,500.00	0.01	13,500.00	135.00	0.00	0.00	13,500.00	135.00	100.00

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price ($)	Previous Quantity	Previous Amount ($)	Current Quantity	Current Amount ($)	To Date Quantity	To Date Amount ($)	Percentage Complete(%)
61 Fill - Contractor Supply	CY	4,500.00	5.00	4,500.00	22,500.00	0.00	0.00	4,500.00	22,500.00	100.00
62 F&I Woven Geotextile	SY	13,500.00	1.50	13,500.00	20,250.00	0.00	0.00	13,500.00	20,250.00	100.00
63 F&I Class 5 Agg - 8" Thick	SY	13,500.00	10.00	13,500.00	135,000.00	0.00	0.00	13,500.00	135,000.00	100.00
64 F&I Curb & Gutter Mountable (Type I)	LF	7,400.00	19.25	7,098.00	136,636.50	4.00	77.00	7,102.00	136,713.50	95.97
65 F&I Curb & Gutter Standard (Type II)	LF	400.00	22.50	202.90	4,565.25	0.00	0.00	202.90	4,565.25	50.72
66 F&I Shared Use Path 5" Thick Reinf Conc	SY	780.00	46.10	841.00	38,770.10	0.00	0.00	841.00	38,770.10	107.82
67 F&I Shared Use Path 6" Thick Reinf Conc	SY	163.00	66.00	0.00	0.00	50.58	3,338.28	50.58	3,338.28	31.03
68 F&I Sidewalk 4" Thick Reinf Conc	SY	1,200.00	42.50	1,132.80	48,144.00	0.00	0.00	1,132.80	48,144.00	94.40
69 F&I Sidewalk 6" Thick Reinf Conc	SY	150.00	67.50	164.00	11,070.00	0.00	0.00	164.00	11,070.00	109.33
70 F&I Det Warn Panels Cast Iron	SF	340.00	42.00	312.00	13,104.00	0.00	0.00	312.00	13,104.00	91.76
71 Casting to Grade - Blvd	EA	40.00	300.00	32.00	9,600.00	0.00	0.00	32.00	9,600.00	80.00
72 GV Box to Grade - no Conc	EA	5.00	400.00	9.00	3,600.00	0.00	0.00	9.00	3,600.00	**180.00***
73 Casting to Grade - no Conc	EA	32.00	400.00	34.00	13,600.00	0.00	0.00	34.00	13,600.00	106.25
74 GV Box to Grade - Blvd	EA	5.00	200.00	7.00	1,400.00	0.00	0.00	7.00	1,400.00	**140.00***
75 F&I Edge Drain 4" Dia PVC	LF	7,491.00	8.00	7,193.00	57,544.00	0.00	0.00	7,193.00	57,544.00	96.02
76 F&I Pavement 9" Thick Reinf Conc	SY	280.00	84.25	293.30	24,710.53	12.59	1,060.71	305.89	25,771.23	109.25
77 F&I Aggregate for Asph Pavement FAA 43	TON	5,355.00	64.00	3,851.57	246,500.48	210.93	13,499.52	4,062.50	260,000.00	75.86
78 F&I Asphalt Cement PG 58H-34	TON	325.00	1.00	210.93	210.93	0.00	0.00	210.93	210.93	64.90
79 Stormwater Management	LS	1.00	2,000.00	1.00	2,000.00	0.00	0.00	1.00	2,000.00	100.00

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price ($)	Previous Quantity	Previous Amount ($)	Current Quantity	Current Amount ($)	To Date Quantity	To Date Amount ($)	Percentage Complete(%)
80 Mulching Type 1 - Hydro	SY	40,130.00	0.45	70,701.00	31,815.45	0.00	0.00	70,701.00	31,815.45	**176.18***
81 Inlet Protection - Existing Inlet	EA	7.00	150.00	7.00	1,050.00	1.00	150.00	8.00	1,200.00	**114.29***
82 Inlet Protection - New Inlet	EA	72.00	200.00	20.00	4,000.00	19.00	3,800.00	39.00	7,800.00	54.17
83 Temp Construction Entrance	EA	2.00	750.00	1.00	750.00	0.00	0.00	1.00	750.00	50.00
84 Seeding Type C	SY	40,130.00	0.35	65,324.50	22,863.58	0.00	0.00	65,324.50	22,863.58	**162.78***
102 Rem & Repl Curb & Gutter	LF	15.50	60.50	0.00	0.00	15.50	937.75	15.50	937.75	100.00
103 Rem & Repl Pavement 9" Thick Reinf Conc	SY	2.00	137.50	0.00	0.00	2.00	275.00	2.00	275.00	100.00
				Paving Sub Total	**989,319.81**		**23,138.26**		**1,012,458.07**	
Street Lighting										
85 F&I Feed Point	EA	1.00	7,762.00	0.70	5,433.40	0.30	2,328.60	1.00	7,762.00	100.00
86 F&I Base 5' Deep Reinf Conc	EA	23.00	440.00	23.00	10,120.00	0.00	0.00	23.00	10,120.00	100.00
87 F&I Conductor #6 USE Cu	LF	11,340.00	2.00	11,000.00	22,000.00	466.00	932.00	11,466.00	22,932.00	101.11
88 F&I Innerduct 1.5" Dia	LF	3,972.00	4.00	3,700.00	14,800.00	320.00	1,280.00	4,020.00	16,080.00	101.21
89 F&I Luminaire Type A	EA	23.00	421.00	23.00	9,683.00	0.00	0.00	23.00	9,683.00	100.00
90 F&I Pull Box	EA	1.00	2,513.00	1.00	2,513.00	0.00	0.00	1.00	2,513.00	100.00
91 F&I Light Standard Type A	EA	23.00	1,742.00	23.00	40,066.00	0.00	0.00	23.00	40,066.00	100.00
				Street Lighting Sub Total	**104,615.40**		**4,540.60**		**109,156.00**	
Signing										
92 F&I Diamond Grade Cubed	SF	91.70	20.00	91.70	1,834.00	0.00	0.00	91.70	1,834.00	100.00
93 F&I High Intensity Prismatic	SF	40.50	18.00	40.50	729.00	0.00	0.00	40.50	729.00	100.00

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price ($)	Previous Quantity	Previous Amount ($)	Current Quantity	Current Amount ($)	To Date Quantity	To Date Amount ($)	Percentage Complete(%)
94 F&I Sign Assembly	EA	18.00	25.00	15.00	375.00	0.00	0.00	15.00	375.00	83.33
95 F&I Sign Assembly & Anchor	EA	12.00	70.00	13.00	910.00	1.00	70.00	14.00	980.00	**116.67***
96 F&I Barricade Type III	EA	6.00	450.00	1.00	450.00	3.00	1,350.00	4.00	1,800.00	66.67
				Signing Sub Total	**4,298.00**		**1,420.00**		**5,718.00**	
LOMR-F										
97 Topsoil - Strip & Spread	LS	1.00	75,000.00	1.00	75,000.00	0.00	0.00	1.00	75,000.00	100.00
98 Fill - Haul	CY	2,680.00	5.00	4,037.00	20,185.00	0.00	0.00	4,037.00	20,185.00	**150.63***
99 Fill - Contractor Supply	CY	1,720.00	5.00	0.00	0.00	1,720.00	8,600.00	1,720.00	8,600.00	100.00
				LOMR-F Sub Total	**95,185.00**		**8,600.00**		**103,785.00**	

Summary

1. Original Contract Amount	$ 2,679,210.00
2. Net Change by Change Order	$ 17,036.53
3. Contract Amount To Date	$ 2,696,246.53
4. Total Work Completed to Date	$ 2,600,838.55
5. Retainage @ 0.00 % to Date	$ 128,058.27
6. Previous Retainage	$ 128,058.27
7. Retainage This Period	$ 0.00
8. Liquidated Damages	
0.00 Days to Date	$ 0.00
0.00 Days to Previous	$ 0.00

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

0.00 Days This Period	$ 0.00
9. Material on Hand (Payment)	$ 0.00
10. Material on Hand (Recovery)	$ 0.00
11. Adjustments	$ -1,500.00
12. Total Due to Date	$ 2,599,338.55
13. Previous Payments	$ 2,534,053.79
14. Payment Due This Estimate	$ 65,284.76
15. Amount allowed Pay Estimate # 8 - FINAL	$ 65,284.76

WorkFlow History

Status	Pending On	Date	User	Action	Action User	Action Date	Action Notes
Draft	Administrator,Division Head,Project Manager	06/10/2021	jleonard	StageInitialized			
Draft	Administrator,Division Head,Project Manager	06/16/2021	jleonard	Complete			
Completed	Administrator,Department Head,Division Head	06/16/2021	jleonard	StageInitialized			
Completed	Administrator,Department Head,Division Head	06/16/2021	kolson	Re-draft			
Draft	Administrator,Division Head,Project Manager	06/16/2021	jleonard	StageInitialized			
Draft	Administrator,Division Head,Project Manager	06/16/2021	jleonard	Complete			
Completed	Administrator,Department Head,Division Head	06/16/2021	jleonard	StageInitialized			

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. AN-20-E1 Type: Change Order #1

Location: Graver Alley Date of Hearing: 6/21/2021

38

Routing	Date
City Commission	6/28/2021
PWPEC File	X
Project File	Will Bayuk

The Committee reviewed the accompanying correspondence from Project Manager, Will Bayuk, for Change Order #1 in the amount of $30,370.50, for additional work.

Staff is recommending approval of Change Order #1 in the amount of $30,370.50, bringing the total contract amount to $176,930.50.

On a motion by Kent Costin, seconded by Ryan Erickson, the Committee voted to recommend approval of Change Order #1 to Key Contracting.

RECOMMENDED MOTION
Concur with recommendations of PWPEC and approve Change Order #1 in the amount of $30,370.50, bringing the total contract amount to $176,930.50 to Key Contracting.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Utility Funds & Special Assessments

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	Ryan Erickson
Bruce Grubb, City Administrator	☐	☐	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☐	☐	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Will Bayuk, Project Engineer

Date: June 21, 2021

Re: Improvement District No. AN-20-E1– Change Order #1

Background:

Improvement District No. AN-20-E1 is for the reconstruction and incidentals in Graver Alley between 1st Avenue North and 2nd Avenue North.

Key Contracting is the Prime Contractor.

Change Order #1

1. Add bid items for connecting new water main to existing water services.
2. Upsize Tapping Sleeve & Valve from 8" x 6" to 10" x 6".

After discussions and further review of the plans, it was determined that new gate valves and curb stops would be needed to pressure test the new water main. Therefore, additional bid items for gate valves, curb stops, water service connections, and water main service pipes would be needed. Upsizing of the Tapping Sleeve & Valve is a correction to the original plan set.

The total cost of Change Orders #1 is $30,370.50, which will be paid using Special Assessment and 501 Utility Water Fund.

No extra time has been requested to perform this additional work.

Recommended Motion:

Approve the above-described Change Order #1 in the amount of $30,370.50

WRB/klb
Attachments

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No AN-20-E1 **Change Order No** 1

Project Name P.C. Concrete Alley Paving, Water Main & Incidentals

Date Entered 4/29/2021 **For** Key Contracting Inc

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

EXPLANATION OF CHANGE: Add bid items for connecting new water main to existing water services. Upsize TS&V.

Change Order #1
1. Add bid items for connecting new water main to existing water services.
2. Upsize Tapping Sleeve & Valve from 8"x6" to 10"x6".

After discussions with the contractor and further review of the plans, it was determined that new gate valves and curb stops would be needed to pressure test the new water main. Therefore, additional bid items for gate valves, curb stops, water service connections, and water main service pipes would be needed. Upsizing of the Tapping Sleeve & Valve is a correction to the original plan set.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Water Main	24	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	0.00	0.00	0.00	15.00	15.00	200.00	3,000.00
	25	F&I Pipe w/GB 2" Dia Water Service	LF	0.00	0.00	0.00	10.00	10.00	200.00	2,000.00
	26	F&I Pipe w/GB 1.5" Dia Water Service	LF	0.00	0.00	0.00	9.00	9.00	200.00	1,800.00
	29	Connect Water Service	EA	0.00	0.00	0.00	2.00	2.00	1,000.00	2,000.00
	30	F&I Tapping Sleeve & Valve 10"x6"	EA	0.00	0.00	0.00	1.00	1.00	120.50	120.50
	31	F&I Gate Valve 4" Dia	EA	0.00	0.00	0.00	2.00	2.00	2,650.00	5,300.00
	32	F&I CS & Box 2" Dia	EA	0.00	0.00	0.00	1.00	1.00	1,250.00	1,250.00
	33	F&I CS & Box 1.5" Dia	EA	0.00	0.00	0.00	1.00	1.00	1,150.00	1,150.00
	34	Furnish Temp Water Svc	EA	0.00	0.00	0.00	2.00	2.00	6,000.00	12,000.00
	35	F&I Casting - Water Service	EA	0.00	0.00	0.00	2.00	2.00	875.00	1,750.00
									Water Main Sub Total ($)	30,370.50

Summary

Source Of Funding

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Net Amount Change Order # 1 ($)	30,370.50
Previous Change Orders ($)	0.00
Original Contract Amount ($)	146,560.00
Total Contract Amount ($)	176,930.50

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
10/01/2021		0.00	0.00	10/01/2021	

Description

APPROVED Thomas P. Martin

For Contractor Key Contracting, Inc.

Title President

APPROVED DATE

Department Head 6/22/21

Mayor

Attest

THE CITY OF Fargo FAR MORE

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

June 23, 2021

39a

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. NR-20-A1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, June 23, 2021, for Storm Sewer Lift Station Rehab/Reconstruction & Incidentals, Improvement District No. NR-20-A1, located at Storm Sewer Lift Stations #6, #8, #49, #51 & #70.

For the bidding and advertising of this project, the North Dakota Century Code Section 48-01.2-06 was utilized due to the Engineer's estimated electrical costs for the project to be greater than $50,000.00. Therefore, the North Dakota Century Code required bids for this project to be received for the following: General Construction, Electrical Construction and Combined.

The bids received were as follows:

Company	General	Electrical	Combined
Industrial Builders	$1,466,993.20	-	$1,571,093.20
Northern Plains Contracting	$1,234,166.00	-	$1,337,066.00
Sun Electric	-	$98,000.00	-
Key Contracting	$1,176,385.50	-	$1,293,985.50
CC Steel	$1,051,534.20	-	-
John's Refrigeration & Electric	-	$99,995.00	-

Original Engineer's Estimate $ 904,538.00

As a result of the bids received, the apparent low bid is a combination of the General Construction bid submitted by CC Steel of $1,051,534.20 and the Electrical Construction bid submitted by Sun Electric of $98,000.00. The total of these two bids are $1,149,534.20, which is less than the lowest Combined bid submitted of $1,293,985.50 by Key Contracting.

For proper accounting and administration of the General Construction and Electrical Construction contracts, it is necessary to assign new phase numbers to Improvement District No. NR-20-A. These new phase numbers will replace Improvement District No. NR-20-A1, which is the phase these bids were received under. The new phases for the General Construction contract and Electrical Construction contract shall be known

Improvement District No. NR-20-A2 and Improvement District No. NR-20-A3, respectively.

The special assessment escrow is not required.

Recommended Motion:

Engineering staff is recommending award of a General Construction contract (Improvement District No. NR-20-A2) to CC Steel in the amount of $1,051,534.20 as the lowest and best bid received for General Construction, and an award of an Electrical Construction contract (Improvement District No. NR-20-A3) to Sun Electric in the amount of $98,000.00 as the lowest and best bid received for Electrical Construction. No protests have been received.

Sincerely,

Tom Knakmuhs
Assistant City Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST

STORM SEWER LIFT STATION REHAB/RECONSTRUCTION & INCIDENTALS – GENERAL CONTRACT

IMPROVEMENT DISTRICT NO. NR-20-A2

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

NOW THEREFORE Tom Knakmuhs do hereby certify as follows:

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

That the following is detailed statement of the estimated cost of the job described as:
Storm Sewer Lift Station Rehab/Reconstruction & Incidentals – General Contract
Improvement District No. NR-20-A2 of the City of Fargo, North Dakota

Line	Description	Quantity	Unit	Unit Price ($)	Amount ($)
1	Mobilization	1.00	LS	29,000.00	29,000.00
2	Modify Lift Station	1.00	EA	92,840.00	92,840.00
3	F&I Lift Station Pumps & Controls	1.00	LS	106,733.40	106,733.40
4	F&I Manhole Type E Reinf Conc	1.00	EA	39,500.00	39,500.00
5	F&I Sluice Gate 42" Dia Stainless Steel	1.00	EA	17,505.00	17,505.00
6	Topsoil - Import	10.00	CY	50.00	500.00
7	Seeding Type C	200.00	SY	5.00	1,000.00
8	Mulching Type 1 - Hydro	200.00	SY	5.00	1,000.00
9	Mobilization	1.00	LS	29,000.00	29,000.00
10	Modify Lift Station	1.00	EA	70,089.75	70,089.75
11	F&I Lift Station Pumps & Controls	1.00	LS	141,568.05	141,568.05
12	F&I Manhole Type E Reinf Conc	1.00	EA	42,500.00	42,500.00
13	F&I Sluice Gate 18" Dia Stainless Steel	1.00	EA	8,095.00	8,095.00
14	Topsoil - Import	10.00	CY	100.00	1,000.00
15	Seeding Type A	500.00	SY	5.00	2,500.00
16	Mulching Type 1 - Hydro	500.00	SY	5.00	2,500.00
17	Remove Pavement All Thicknesses All Types	58.00	SY	30.00	1,740.00
18	F&I Channel Liner 7" Thick Reinf Conc	5.00	SY	395.00	1,975.00
19	F&I Slope Protection 5" Thick Reinf Conc	44.00	SY	200.00	8,800.00
20	F&I Flap Gate 10" Dia Stainless Steel	1.00	EA	4,500.00	4,500.00
21	F&I Flap Gate 14" Dia Stainless Steel	2.00	EA	4,500.00	9,000.00
22	Remove Curb & Gutter	31.00	LF	10.00	310.00
23	F&I Curb & Gutter Standard (Type II)	31.00	LF	80.00	2,480.00
24	F&I Driveway 7" Thick Reinf Conc	49.50	SY	100.00	4,950.00
25	Excavation	187.00	CY	20.00	3,740.00

Line	Description	Quantity	Unit	Unit Price ($)	Amount ($)
26	F&I Woven Geotextile	517.00	SY	5.00	2,585.00
27	F&I Crushed Conc - 12" Thick	517.00	SY	25.00	12,925.00
28	Traffic Control - Type 1	1.00	LS	1,500.00	1,500.00
29	Inlet Protection - Existing Inlet	2.00	EA	250.00	500.00
30	Mobilization	1.00	LS	1,000.00	1,000.00
31	Modify Lift Station	1.00	EA	24,500.00	24,500.00
32	Mobilization	1.00	LS	29,000.00	29,000.00
33	Modify Lift Station	1.00	EA	66,400.00	66,400.00
34	F&I Lift Station Pumps & Controls	1.00	LS	232,025.50	232,025.50
35	Traffic Control - Type 1	1.00	LS	1,500.00	1,500.00
36	F&I Sluice Gate 66" Dia Stainless Steel	2.00	EA	25,386.25	50,772.50
37	Topsoil - Import	5.00	CY	100.00	500.00
38	Mulching Type 1 - Hydro	50.00	SY	15.00	750.00
39	Seeding Type C	50.00	SY	15.00	750.00
40	Mobilization	1.00	LS	1,000.00	1,000.00
41	Modify Lift Station	1.00	EA	3,000.00	3,000.00
			Total Construction Cost =		**$1,051,534.20**

Fees and Contingency:

Engineering Fee (10%)	$105,153.42
Admin Fee (4%)	$42,061.37
Legal/Misc Fee (3%)	$31,546.03
Interest Fee (4%)	$42,061.37
Contingency (5%)	$52,576.71
Total Fees and Contingency =	**$273,398.89**

Summary of Project Funding:

Special Assessments	48.60%	$643,881.55
Storm Sewer Utility (Fund 524)	51.40%	$681,051.54

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

Date: 6/24/21

Tom Knakmuhs, P.E.
Assistant City Engineer

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 6/24/21
NORTH DAKOTA

ENGINEER'S STATEMENT OF ESTIMATED COST

STORM SEWER LIFT STATION REHAB/RECONSTRUCTION & INCIDENTALS – ELECTRICAL CONTRACT

IMPROVEMENT DISTRICT NO. NR-20-A3

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

NOW THEREFORE Tom Knakmuhs do hereby certify as follows:

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

That the following is detailed statement of the estimated cost of the job described as:
Storm Sewer Lift Station Rehab/Reconstruction & Incidentals – Electrical Contract
Improvement District No. NR-20-A3 of the City of Fargo, North Dakota

Line	Description	Quantity	Unit	Unit Price ($)	Amount ($)
1	F&I Lift Station Electrical	1.00	LS	27,000.00	27,000.00
2	F&I Lift Station Electrical	1.00	LS	25,000.00	25,000.00
3	F&I Lift Station Electrical	1.00	LS	46,000.00	46,000.00
			Total Construction Cost =		**$98,000.00**

Fees and Contingency:

Engineering Fee (10%)	$9,800.00
Admin Fee (4%)	$3,920.00
Legal/Misc Fee (3%)	$2,940.00
Interest Fee (4%)	$3,920.00
Contingency (5%)	$4,900.00
Total Fees and Contingency =	**$25,480.00**

Summary of Project Funding:

Special Assessments	50%	$61,740.00
Storm Sewer Utility (Fund 524)	50%	$61,740.00

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

Date: 6/24/21

Tom Knakmuhs, P.E.
Assistant City Engineer

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 6/24/21
NORTH DAKOTA

THE CITY OF Fargo FAR MORE

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

June 23, 2021

39b

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-21-H1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, June 23, 2021, for New Paving and Utility Construction, Improvement District No. BN-21-H1, located at 24th Avenue South and 26th Avenue South, east of 45th Street South.

The bids were as follows:

Dakota Underground Co.	$ 2,288,225.99
Sellin Brothers	$ 2,550,471.75
Northern Improvement Co.	$ 2,583,448.39
Engineer's Estimate	$ 2,283,000.00

The special assessment escrow is not required.

This office recommends award of the contract to Dakota Underground Co. in the amount of $2,288,225.99 as the lowest and best bid. No protests have been received.

Sincerely,

Thomas Knakmuhs
Assistant City Engineer

TAK/klb

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-21-H1

New Paving And Utility Construction

24th Ave S and 26th Ave S, east of 45th St S

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

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

New Paving And Utility Construction Improvement District # BN-21-H1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price ($)	Amount ($)
Sanitary Sewer				
1 F&I Manhole 4' Dia Reinf Conc	EA	4.00	5,700.00	22,800.00
2 Bore Pipe SDR 26 - 12" Dia PVC	LF	113.00	350.00	39,550.00
3 Connect Pipe to Exist Structure	EA	1.00	9,000.00	9,000.00
4 Connect Sewer Service	EA	6.00	715.00	4,290.00
5 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	200.00	0.01	2.00
6 F&I Pipe SDR 26 - 6" Dia PVC	LF	330.00	30.00	9,900.00
7 F&I Pipe SDR 26 - 8" Dia PVC	LF	52.00	43.00	2,236.00
8 F&I Pipe SDR 35 - 12" Dia PVC	LF	985.00	55.00	54,175.00
9 F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	36.00	140.00	5,040.00
			Sanitary Sewer Total	146,993.00
Water Main				
10 Connect Pipe to Exist Pipe	EA	2.00	750.00	1,500.00
11 F&I Hydrant	EA	3.00	4,900.00	14,700.00
12 F&I Fittings C153 Ductile Iron	LB	3,258.00	7.00	22,806.00
13 F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	72.00	96.00	6,912.00
14 F&I Tapping Sleeve & Valve 16"x12"	EA	1.00	9,600.00	9,600.00
15 F&I Gate Valve 4" Dia	EA	5.00	1,500.00	7,500.00
16 F&I Gate Valve 6" Dia	EA	8.00	1,700.00	13,600.00
17 F&I Gate Valve 8" Dia	EA	3.00	2,200.00	6,600.00
18 F&I Gate Valve 12" Dia	EA	2.00	4,000.00	8,000.00
19 F&I Insulation 2" Thick	SY	20.00	20.00	400.00
20 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	200.00	0.01	2.00
21 F&I Pipe C900 DR 18 - 4" Dia PVC	LF	285.00	55.00	15,675.00
22 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	310.00	72.00	22,320.00
23 F&I Pipe C900 DR 18 - 8" Dia PVC	LF	370.00	82.00	30,340.00
24 F&I Pipe C900 DR 18 - 10" Dia PVC	LF	5.00	64.00	320.00
25 F&I Pipe C900 DR 18 - 12" Dia PVC	LF	858.00	69.00	59,202.00
			Water Main Total	219,477.00
Storm Sewer				
26 Remove Pipe All Sizes All Types	LF	309.00	29.00	8,961.00
27 Remove Manhole	EA	1.00	1,000.00	1,000.00
28 Remove Inlet	EA	4.00	600.00	2,400.00
29 Connect Pipe to Exist Structure	EA	2.00	1,800.00	3,600.00
30 F&I Manhole 4' Dia Reinf Conc	EA	1.00	3,900.00	3,900.00
31 F&I Manhole 5' Dia Reinf Conc	EA	1.00	5,500.00	5,500.00
32 F&I Manhole 6' Dia Reinf Conc	EA	8.00	8,040.00	64,320.00
33 F&I Inlet - Round (RDI) Reinf Conc	EA	2.00	2,100.00	4,200.00

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-21-H1

New Paving And Utility Construction

34 F&I Inlet - Single Box (SBI) Reinf Conc	EA	10.00	2,600.00	26,000.00
35 F&I Pipe 12" Dia Reinf Conc	LF	337.00	45.00	15,165.00
36 F&I Pipe 21" Dia	LF	306.00	61.00	18,666.00
37 F&I Pipe w/GB 42" Dia Reinf Conc	LF	76.00	210.00	15,960.00
38 Repair Manhole Floor & Invert	EA	1.00	1,500.00	1,500.00
39 Plug Pipe 4" thru 12" Dia	EA	1.00	100.00	100.00
40 Plug Pipe 14" thru 24" Dia	EA	1.00	150.00	150.00
41 Plug Pipe 42" thru 54" Dia	EA	1.00	350.00	350.00
42 F&I Pipe 15" Dia Reinf Conc	LF	74.00	53.00	3,922.00
43 F&I Pipe 24" Dia Reinf Conc	LF	40.00	66.00	2,640.00
44 F&I Pipe 42" Dia Reinf Conc	LF	861.00	160.00	137,760.00
			Storm Sewer Total	316,094.00
Paving				
45 Remove Pavement All Thicknesses All Types	SY	1,050.00	20.00	21,000.00
46 Remove Curb & Gutter	LF	1,300.00	5.00	6,500.00
47 Remove Sidewalk All Thicknesses All Types	SY	850.00	8.00	6,800.00
48 Remove Fence	LF	270.00	10.00	2,700.00
49 Remove Tree	EA	38.00	185.00	7,030.00
50 Topsoil - Strip	LS	1.00	9,000.00	9,000.00
51 Topsoil - Spread	LS	1.00	7,500.00	7,500.00
52 Salvage Gravel	SY	4,975.00	2.50	12,437.50
53 Subgrade Preparation	SY	6,600.00	4.50	29,700.00
54 F&I Woven Geotextile	SY	6,600.00	1.60	10,560.00
55 F&I Edge Drain 4" Dia PVC	LF	2,800.00	9.75	27,300.00
56 F&I Class 5 Agg - 10" Thick	SY	6,600.00	11.25	74,250.00
57 F&I Pavement 9" Thick Doweled Conc	SY	4,675.00	86.00	402,050.00
58 F&I Pavement 10" Thick Doweled Conc	SY	1,000.00	120.00	120,000.00
59 F&I Curb & Gutter Standard (Type II)	LF	2,300.00	23.00	52,900.00
60 F&I Sidewalk 4" Thick Reinf Conc	SY	1,150.00	48.00	55,200.00
61 F&I Shared Use Path 5" Thick Reinf Conc	SY	1,100.00	50.00	55,000.00
62 F&I Impressioned 4" Thick Reinf Conc	SY	230.00	110.00	25,300.00
63 F&I Median Nose - Conc	SY	3.00	200.00	600.00
64 F&I Det Warn Panels Cast Iron	SF	108.00	44.00	4,752.00
65 Rem & Repl Casting - Floating Manhole	EA	3.00	1,600.00	4,800.00
66 Rem & Repl Casting - Inlet	EA	4.00	1,400.00	5,600.00
67 Casting to Grade - w/Conc	EA	22.00	500.00	11,000.00
68 Casting to Grade - no Conc	EA	4.00	300.00	1,200.00
69 GV Box to Grade - w/Conc	EA	15.00	400.00	6,000.00
70 GV Box to Grade - Blvd	EA	5.00	250.00	1,250.00
71 Stormwater Management	LS	1.00	2,000.00	2,000.00
72 Seeding Type C	SY	2,800.00	0.42	1,176.00
73 Mulching Type 1 - Hydro	SY	2,800.00	0.42	1,176.00
74 Silt Fence - Standard	LF	3,800.00	2.35	8,930.00
75 Inlet Protection - Existing Inlet	EA	11.00	175.00	1,925.00
76 Inlet Protection - New Inlet	EA	13.00	200.00	2,600.00
77 Temp Construction Entrance	EA	1.00	0.01	0.01

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-21-H1

New Paving And Utility Construction

78 Traffic Control - Type 2	LS	1.00	21,000.00	21,000.00
79 Fill - Contractor Supply	CY	6,660.00	8.00	53,280.00
			Paving Total	1,052,516.51
Pavement Markings				
80 Obliterate Pavement Markings	SF	192.00	5.25	1,008.00
81 F&I Grooved Plastic Film 16" Wide	LF	136.00	33.60	4,569.60
82 F&I Grooved Plastic Film 24" Wide	LF	438.00	38.85	17,016.30
83 F&I Grooved Contrast Film 7" Wide	LF	2,224.00	13.65	30,357.60
84 F&I Grooved Contrast Film 11" Wide	LF	90.00	23.10	2,079.00
85 F&I Grooved Plastic Film Message	SF	86.00	44.10	3,792.60
			Pavement Markings Total	58,823.10
Landscaping				
86 F&I Landscaping	LS	1.00	12,000.00	12,000.00
87 F&I Planter Curb	LF	340.00	9.45	3,213.00
88 F&I Weed Barrier Geotextile	SY	1,000.00	32.50	32,500.00
89 F&I Plant - Perennial Type 1	EA	76.00	42.00	3,192.00
90 F&I Bare Root Decid Tree 1.5" Dia	EA	20.00	420.00	8,400.00
91 F&I Bare Root Decid Tree 3" Dia	EA	17.00	945.00	16,065.00
			Landscaping Total	75,370.00
Street Lighting				
92 Remove Feed Point	EA	1.00	210.00	210.00
93 F&I Base 6' Deep Reinf Conc	EA	6.00	840.00	5,040.00
94 F&I Innerduct 1.5" Dia	LF	2,175.00	12.60	27,405.00
95 F&I Conductor #6 USE Cu	LF	6,828.00	2.10	14,338.80
96 F&I Luminaire Type A	EA	5.00	340.00	1,700.00
97 F&I Luminaire Type B	EA	4.00	475.00	1,900.00
98 F&I Luminaire Type C	EA	4.00	650.00	2,600.00
99 F&I Light Standard Type A	EA	5.00	3,830.00	19,150.00
100 F&I Light Standard Type B	EA	1.00	3,410.00	3,410.00
			Street Lighting Total	75,753.80
Traffic Signal-Communications				
101 Remove Pull Box PVC	EA	4.00	265.00	1,060.00
102 Remove Pull Box Polymer Conc	EA	1.00	420.00	420.00
103 Rem & Repl Pull Box Cover	EA	3.00	475.00	1,425.00
104 Remove Signal Standard Type IV/Combo	EA	4.00	1,575.00	6,300.00
105 Remove Foundation Type IV/Combo	EA	4.00	2,625.00	10,500.00
106 Remove Foundation Type V	EA	1.00	525.00	525.00
107 Remove Foundation Controller	EA	1.00	830.00	830.00
108 Salvage Signal Cable	LS	1.00	840.00	840.00
109 Salvage Traffic Signal Equipment	LS	1.00	210.00	210.00
110 F&I Pull Box	EA	6.00	1,050.00	6,300.00
111 F&I Pull Box Polymer Conc	EA	1.00	3,675.00	3,675.00
112 Salvage Signal Standard Type V	EA	1.00	525.00	525.00
113 F&I Detection In-Ground Loop	EA	6.00	2,940.00	17,640.00
114 F&I Detection Preformed Loop	EA	24.00	1,630.00	39,120.00
115 F&I Foundation Controller	EA	1.00	840.00	840.00

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-21-H1

New Paving And Utility Construction

116 F&I Foundation Type IV/Combo	EA	4.00	4,725.00	18,900.00
117 F&I Traffic Signal - Street Light Combo Feed Point	EA	1.00	8,190.00	8,190.00
118 F&I Equipment Fargo Type B Cabinet	EA	1.00	32,300.00	32,300.00
119 F&I Emerg Veh Pre-emption System	EA	1.00	7,875.00	7,875.00
120 F&I Ped Push Button Post	EA	4.00	840.00	3,360.00
121 F&I Ped Push Button & Sign	EA	4.00	1,260.00	5,040.00
122 F&I Ped Head 1 Sect Countdown w/LED Mtd	EA	8.00	470.00	3,760.00
123 F&I Head 3 Sect w/12" LED MA Mtd	EA	6.00	820.00	4,920.00
124 F&I Head 3 Sect w/12" LED Post Mtd	EA	4.00	1,050.00	4,200.00
125 F&I Head 4 Sect w/12" LED Post Mtd	EA	4.00	1,260.00	5,040.00
126 F&I Head 4 Sect w/12" LED MA Mtd	EA	4.00	1,000.00	4,000.00
127 F&I PTZ Camera System	EA	1.00	9,325.00	9,325.00
128 F&I Signal Cable AWG 14/2	LF	1,655.00	0.52	860.60
129 F&I Signal Cable AWG 14/20	LF	792.00	2.78	2,201.76
130 F&I Signal Cable AWG 16/3	LF	597.00	0.47	280.59
131 F&I Signal Cable 3M Opticom	LF	367.00	1.89	693.63
132 F&I Signal Cable Loop Lead-in	LF	6,856.00	0.90	6,170.40
133 F&I Signal Cable #6 RHW	LF	78.00	2.10	163.80
134 F&I Signal Cable CAT 6	LF	202.00	0.70	141.40
135 F&I Fiber Optic Cable	LF	5,000.00	3.15	15,750.00
136 F&I Fiber Optic Terminations & Equip	LS	1.00	9,230.00	9,230.00
137 F&I Conduit 1.5" Dia	LF	71.00	8.40	596.40
138 F&I Conduit 2" Dia	LF	85.00	19.00	1,615.00
139 F&I Conduit 4" Dia	LF	230.00	21.00	4,830.00
140 F&I Signal Standard Combo - 28' MA	EA	1.00	15,540.00	15,540.00
141 F&I Signal Standard Combo - 42' MA	EA	1.00	25,100.00	25,100.00
142 F&I Signal Standard Combo - 53' MA	EA	2.00	31,190.00	62,380.00
143 Install Traffic Signal Interim System	LS	1.00	525.00	525.00
			Traffic Signal-Communications Total	343,198.58
			Total Construction in $	**2,288,225.99**
		Engineering	8.90 %	203,652.11
		Legal & Misc	3.00 %	68,646.78
		Contingencies	5.00 %	114,411.30
		Administration	4.00 %	91,529.04
		Interest	4.00 %	91,529.04
		Outside Engineering	1.10 %	25,170.49
			Total Estimated Costs	**2,883,164.75**
			Special Assessments	2,342,050.75
			General Infrastructure Funds - 401	541,114.00
			Unfunded Costs	**0.00**

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 6/23/21
NORTH DAKOTA

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

Date: 06/23/2021

Tom Knakmuhs
Assistant City Engineer

THE CITY OF Fargo FAR MORE

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

June 23, 2021

39c

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. PR-21-F1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, June 23, 2021, for Concrete Paving Rehab/Reconstruction, Improvement District No. PR-21-F1, located at 13th Avenue South from 21st Street South to 28th Street South.

The bids were as follows:

Dakota Underground	$1,785,212.00
Opp Construction	$1,792,198.00
Engineer's Estimate	$1,509,850.00

The special assessment escrow is not required.

This office recommends award of the contract to Dakota Underground in the amount of $1,785,212.00 as the lowest and best bid. No protests have been received.

Sincerely,

Thomas Knakmuhs
Assistant City Engineer

TAK/jmg

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # PR-21-F1

Concrete Paving Rehab/Reconstruction

13th Ave S from 21st St S to 28th St S

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

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

Concrete Paving Rehab/Reconstruction Improvement District # PR-21-F1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price ($)	Amount ($)
Paving				
1 Temp Fence - Safety	LF	600.00	5.00	3,000.00
2 Repair Inlet	EA	8.00	3,000.00	24,000.00
3 Modify Inlet Type A	EA	6.00	1,500.00	9,000.00
4 Modify Inlet Type B	EA	4.00	2,500.00	10,000.00
5 Repair Pavement - Partial Depth Conc	SF	500.00	105.00	52,500.00
6 Rem & Repl Pavement 10" Thick Doweled Conc	SY	5,290.00	165.00	872,850.00
7 Remove Curb & Gutter	LF	1,038.00	9.00	9,342.00
8 F&I Curb & Gutter Standard (Type II)	LF	1,038.00	44.00	45,672.00
9 F&I Median Nose - Conc	SY	45.00	300.00	13,500.00
10 F&I Sidewalk Curb	LF	130.00	50.00	6,500.00
11 Remove Sidewalk All Thicknesses All Types	SY	982.00	16.00	15,712.00
12 F&I Sidewalk 4" Thick Reinf Conc	SY	318.00	65.00	20,670.00
13 F&I Sidewalk 6" Thick Reinf Conc	SY	300.00	75.00	22,500.00
14 F&I Impressioned 6" Thick Reinf Conc	SY	300.00	120.00	36,000.00
15 F&I Det Warn Panels Cast Iron	SF	262.00	60.00	15,720.00
16 F&I Casting - Inlet	EA	8.00	1,800.00	14,400.00
17 F&I Casting - Std Manhole	EA	4.00	800.00	3,200.00
18 F&I Casting - Floating Manhole	EA	9.00	1,800.00	16,200.00
19 Casting to Grade - w/Conc	EA	32.00	800.00	25,600.00
20 GV Box to Grade - w/Conc	EA	6.00	600.00	3,600.00
21 Repair Pavement - Patch Asph	SY	60.00	150.00	9,000.00
22 F&I Traffic Surface Gravel	TON	400.00	30.00	12,000.00
23 Mill / Grind Conc Pvmt	SY	9,000.00	10.00	90,000.00
24 Mulching Type 1 - Hydro	SY	2,000.00	5.00	10,000.00
25 Seeding Type C	SY	2,000.00	5.00	10,000.00
26 Inlet Protection - Existing Inlet	EA	30.00	200.00	6,000.00
27 Stormwater Management	LS	1.00	5,000.00	5,000.00
28 Construction Signing	SF	120.00	11.00	1,320.00
29 Flagging	MHR	1,400.00	30.00	42,000.00
30 Traffic Control - Type 2	LS	1.00	129,000.00	129,000.00
31 F&I Rock Mulch	TON	15.00	140.00	2,100.00
			Paving Total	1,536,386.00
Signing				

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # PR-21-F1

Concrete Paving Rehab/Reconstruction

32 Relocate Sign Assembly	EA	7.00	225.00	1,575.00
33 F&I Flexible Delineator	EA	7.00	100.00	700.00
			Signing Total	2,275.00
Pavement Markings				
34 F&I Grooved Plastic Film 4" Wide	LF	400.00	7.00	2,800.00
35 F&I Grooved Plastic Film 6" Wide	LF	800.00	10.00	8,000.00
36 F&I Grooved Plastic Film 8" Wide	LF	800.00	12.00	9,600.00
37 F&I Grooved Plastic Film 16" Wide	LF	80.00	22.00	1,760.00
38 F&I Grooved Plastic Film 24" Wide	LF	600.00	37.00	22,200.00
39 F&I Grooved Plastic Film Message	SF	350.00	35.00	12,250.00
40 F&I Grooved Contrast Film 7" Wide	LF	800.00	13.00	10,400.00
41 Paint Epoxy Line 4" Wide	LF	600.00	3.00	1,800.00
42 Paint Epoxy Line 8" Wide	LF	300.00	6.00	1,800.00
43 Paint Epoxy Message	SF	600.00	20.00	12,000.00
44 Obliterate Pavement Markings	SF	1,000.00	5.00	5,000.00
			Pavement Markings Total	87,610.00
Traffic Signals				
45 F&I Detection In-Ground Loop	EA	2.00	2,888.00	5,776.00
46 F&I Detection Preformed Loop	EA	16.00	1,155.00	18,480.00
47 F&I Ped Push Button & Sign	EA	16.00	2,050.00	32,800.00
48 F&I Ped Push Button Post	EA	7.00	1,285.00	8,995.00
49 Modify Traffic Signal System	LS	2.00	43,470.00	86,940.00
50 F&I Conduit 1.5" Dia	LF	100.00	25.50	2,550.00
51 Rem & Repl Pull Box Cover	EA	5.00	680.00	3,400.00
			Traffic Signals Total	158,941.00
			Total Construction in $	**1,785,212.00**
		Engineering	10.00 %	178,521.20
		Legal & Misc	3.00 %	53,556.36
		Contingencies	5.00 %	89,260.60
		Administration	4.00 %	71,408.48
		Interest	4.00 %	71,408.48
			Total Estimated Costs	**2,249,367.12**
			Special Assessments	592,175.54
			State Funds - Other ND	1,221,426.00
			Sales Tax Funds - Infrastructure - 420	435,765.61
			Unfunded Costs	**-0.03**

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 6/23/21
NORTH DAKOTA

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

Date: 06/23/2021

Tom Knakmuhs

Assistant City Engineer

THE CITY OF Fargo
FAR MORE

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

June 23, 2021

39d

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. SL-21-C1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, June 23, 2021, for Street Lighting & Incidentals, Improvement District No. SL-21-C1, located between I-219 and the Red River on 40th Ave N (Cass Hwy 20 N).

The bids were as follows:

Strata Corporation	$434,508.60
Fargo Electric Construction, Inc.	$468,202.55
Parsons Electric	$523,083.75
Engineer's Estimate	$555,800.00

The special assessment escrow is not required.

This office recommends aware of the contract to Strata Corporation in the amount of $434,508.60 as the lowest and best bid. No protests have been received.

Sincerely,

Thomas Knakmuhs
Assistant City Engineer

TAK/klo

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # SL-21-C1

Street Lighting & Incidentals

The area between I-29 and the Red River on 40th Ave N (Cass Hwy 20 N)

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

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

Street Lighting & Incidentals Improvement District # SL-21-C1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Street Lighting					
1	F&I Lighting System	LS	1.00	2,100.00	2,100.00
2	F&I Feed Point	EA	2.00	7,650.00	15,300.00
3	Remove Feed Point	EA	1.00	250.00	250.00
4	F&I Base 6' Deep Reinf Conc	EA	9.00	700.00	6,300.00
5	F&I Base 7' Deep Reinf Conc	EA	52.00	800.00	41,600.00
6	F&I Conductor #6 USE Cu	LF	40,803.00	2.20	89,766.60
7	F&I Luminaire Type A	EA	66.00	555.00	36,630.00
8	F&I Luminaire Type B	EA	9.00	300.00	2,700.00
9	F&I Light Standard Type A	EA	52.00	2,200.00	114,400.00
10	F&I Light Standard Type B	EA	9.00	1,500.00	13,500.00
11	F&I Innerduct 2" Dia	LF	15,066.00	7.00	105,462.00
12	F&I Pull Box	EA	3.00	1,000.00	3,000.00
13	Traffic Control - Type 2	LS	1.00	3,500.00	3,500.00
				Street Lighting Total	434,508.60
				Total Construction in $	**434,508.60**
			Engineering	10.00 %	43,450.86
			Legal & Misc	3.00 %	13,035.26
			Contingencies	5.00 %	21,725.43
			Administration	4.00 %	17,380.34
			Interest	4.00 %	17,380.34
				Total Estimated Costs	**547,480.84**
				Special Assessments	547,480.84
				Unfunded Costs	**0.00**

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

Date: 06/23/2021

Tom Knakmuhs

Assistant City Engineer

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 6/23/21
NORTH DAKOTA