FARGO CITY COMMISSION AGENDA
Monday, October 7, 2019 - 5:00 p.m.

Executive Session at 4:00 p.m.

Roll call.

PLEASE NOTE: The City Commission will meet in Executive Session to discuss ongoing negotiations with the Fargo Municipal Airport Authority. The Executive Session will allow discussion of negotiating strategy and to provide negotiating instructions to the City's negotiator or attorneys with respect to said negotiations and the potential agreement between the City and the Fargo Municipal Airport Authority has financial implications and an open meeting discussion of the negotiations, strategy and direction to the City's negotiator would create an adverse fiscal effect on the bargaining position of the City. This executive session is authorized pursuant to ND Century Code § 44-04-19.1(9).

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, September 23, 2019).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. 1st reading of the following Ordinances:
   a. Relating to the Sale of Tobacco, Sale of Tobacco to Minors and Use and Possession by Minors Prohibited, and Sale of Flavored E-Liquid to Minors Prohibited.
   b. Relating to Classification of Ordinance Violations.
   c. Relating to the Sale of Flavored E-Liquid to Minors Prohibited.
   d. Relating to the Authority for the Sale of Tobacco Products.

2. 2nd reading and final adoption of the following Ordinances, 1st reading, 9/23/19:
   a. Relating to Waterworks System.
   b. Relating to Lodging Tax.

3. Purchase Agreement with Minda, LLC.

4. Applications for Games of Chance:
   a. Kick it with Kate Cancer Benefit for a raffle on 11/21/19; Public Spirited Resolution.
   b. Dakota Medical Foundation for a raffle on 10/18/19.
   c. El Zagal Shrine Arab Patrol for a raffle on 3/13/20.
   d. Bennett Elementary PTA for bingo from 11/1/19 to 5/29/20.

e. River Keepers for a raffle on 10/13/19.
f. FM Raise Your Spirits, Inc. for a raffle and raffle board on 10/25/19.

5. Site authorization for Fargo Metro Baseball Association at Specks Bar.

6. Change Order No. 3 for an increase of $73,800.13 for Project No. UR-19-A1.

7. Change Order No. 11 for an increase of $13,690.00 for Project No. FM-15-K1.

8. Final Balancing Change Order No. 3 for an increase of $27,975.30 for Project No. SR-19-A1.

9. Final Balancing Change Order No. 3 for an increase of $10,694.65 for Project No. TR-17-A1.

10. Amendment No. 1 with Houston Engineering in the amount of $24,000.00 for Project No. FM-19-F0.

11. Amendment No. 4 with KLJ in the amount of $1,730.00 for Project No. FM-15-K0.

12. Access Agreement with David J. Clardy for property located at 1349 Elm Circle North (Project No. FM-19-E).

13. Encroachment Agreement with 701 Brew, LLC.

14. Encroachment Agreement (Canopy and Parking) with Farmers Union Oil Company of Moorhead, Minnesota.

15. Sole Source Procurement with ICS General Contractor to service and repair the Magic Carpet II football turf mechanical system.

16. Rejection of bids for the Newman Outdoor Field-Stadium Reroof Project and rebid in the first quarter of 2020.

17. Memorandum of Understanding with the Fargo Park District for processing FEMA reimbursements for the spring 2019 flood event.

18. Notice of Grant Award with the ND Department of Emergency Services – Division of Homeland Security for the FY 2019 State Homeland Security Grant Program.

19. Notice of Grant Award – Restricted Funding from the ND Department of Health and Human Services for regional public health network opioid implementation (CFDA #93.354).

20. Contract Agreement for Services (Amendment) with Erica Frank.

21. Missiontracker Service Agreement with MissionTracker, LLC.

22. Service Agreement with Fargo Public Schools Department of Support Services.

23. Agreement for Services with Nate Hendrickson.

24. Contract Agreement for Services with American Lung Association.

25. Agreement for Services with Megan Nies.

26. Grant award with the US Food and Drug Administration for food code training for FCPH Environmental Practitioners.

27. Notice of Grant Award from the ND Department of Health for regional public health network implementation (CFDA #93.758).

28. Direct the City Attorney's Office to revise existing and draft new Ordinances pertaining to Pet Shops, pet licensing and licensing and boarding.

29. Agreement for Physician Services with Heidi Lako-Adamson, M.D.

30. Grant from Lutheran Social Services of ND to provide TB Nurse Case Management and interpretation for new refugees for FY 2020.

31. Purchase of the remaining replacement Panasonic mobile data computers for Police vehicles (PBC17065).

32. Resolution Approving Amendments to the Community Development Block Grant (CDBG)/HOME 2019 Action Plan.

33. Traffic Safety Contract with the ND Department of Transportation (CFDA #s 20.616 and 20.600).

34. NDDES grant funds for the purchase of a ROOK Tactical Vehicle, attachments and trailer.

35. Notice of Grant Award from the NDDES for the FY 2019 State Homeland Security Grant Program (CFDA #97.067).

36. Firehouse Subs Public Safety Foundation grant funds for the purchase of a 2019 Kubota RTV UTV.

37. Bid award for partial roof replacement at Public Works (RFP19153).

38. Bid award for lease contract for one crawler dozer (RFP19016).

39. Bid award for snow hauling services (RFP19140).

40. Bid award for sidewalk snow and ice removal services (RFP19142).

41. Bills.

42. Change Order No. 2 for an increase of $59,772.50 and time extension to 6/1/20 for Improvement District No. AN-19-G1.

43. Change Order No. 3 for an increase of $6,492.05 and a 1-day time extension for Improvement District No. BN-19-J1.

44. Change Order No. 3 for an increase of $11,416.02 for Improvement District No. BR-18-F1.

45. Change Orders Nos. 8 – 19 in the total amount of $131,227.50 for Improvement District No. BN-19-A2.

46. Change Order No. 2 for a time extension to 6/1/20 for Improvement District No. TN-19-A1.

47. Final estimate and Amendment No. 1 for an increase of $42,980.22 for Improvement District No. SN-16-B1.

48. Create Improvement District No. BR-19-A.

REGULAR AGENDA:

49. Flag Ceremony and Indigenous Peoples Day Recognition.

50. State Water Commission requests for Cost Reimbursement for FM Diversion Flood Project Costs:
    a. Costs totaling $6,250.00.
    b. Costs totaling $750,500.56.

51. Public Hearings - 5:15 pm:
    a. Renaissance Zone Project for Great Plains Mercantile Holdings, LLC for a new construction project located at 401 Broadway Avenue; 410 and 412 5th Street North; continued from the 9/23/19 Regular Meeting.

    b. Renaissance Zone Project for 201 Hospitality, LLC for a rehab project located at 201 5th Street North; continued from the 9/23/19 Regular Meeting.

    c. CONTINUE to 11/18/19 - Zoning Change from DMU, Downtown Mixed Use with a C-O, Conditional Overlay to DMU, Downtown Mixed Use and a request to repeal the C-O, Conditional Overlay on Lot 1, Block 7, Harwoods First Addition (701 University Drive North and 702 12th Street North); approval recommended by the Planning Commission on 10/1/19:
        1. 1st reading of rezoning Ordinance.

    d. Zoning Change from LC, Limited Commercial to LI, Limited Industrial on a portion of Lot 2, Block 1, Agassiz Nursery Addition (PKG Contracting) (4203 University Drive South); approval recommended by the Planning Commission on 9/3/19:
        1. 1st reading of rezoning Ordinance.

    e. Zoning Change from SR-3, Single-Dwelling Residential to P/I, Public and Institutional on Lot 1, Block 1, Agassiz Nursery Addition (City of Fargo) (1421 42nd Avenue South); approval recommended by the Planning Commission on 9/3/19:
        1. 1st reading of rezoning Ordinance.

    f. Resolution regarding proposed corrected Plat of The Edge Addition to the City of Fargo.

52. Recommendation from the Forestry Department to preserve two elm trees on 11th Street North.

53. Applications for property tax exemptions for improvements made to buildings:
    a. Norman D. and Jodi J. Robinson, 907 35th Avenue South (3 year).
    b. Chad A. Mertz T/O/D, 1014 20th Street South (5 year).
    c. Lesley P. and Marsha L. Wilke, 1353 3rd Street North (5 year).
    d. Todd J. and Kimberly J. Kramer, 2951 Southgate Drive South (5 year).
    e. Derald C. and Pamala R. Brunette, 1601 5th Street South (5 year).

54. Recommendation for an incentive option for the Main Avenue Reconstruction Project (Improvement District No. BR-19-A1).

55. Recommendation for appointments to the Parking Commission.

56. Mercantile Project:
    a. Agreement with Walker Consultants for Parking Consulting Services.
    b. Development Agreement with Great Plains Mercantile Holdings, LLC.
    c. Direct Staff to prepare a Development Agreement with Tom Smith for the owner-occupied housing units.
    d. Preliminary Resolution Approving the Financing of the Mercantile Project, the Issuance of Bonds and the Mercantile Development Agreement.

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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 10-0103 OF ARTICLE 10-01 OF CHAPTER 10 RELATING TO THE SALE OF TOBACCO, SALE OF TOBACCO TO MINORS AND USE AND POSSESSION BY MINORS PROHIBITED, AND SALE OF FLAVORED E-LIQUID TO MINORS PROHIBITED

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 10-0103(B) of Article 10-01 of Chapter 10 of the Fargo Municipal Code is hereby amended to read as follows:

B. No person shall sell or furnish to a minor, or procure for a minor, 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.

Section 2. Amendment.

Section 10-0103(C) of Article 10-01 of Chapter 10 of the Fargo Municipal Code is hereby amended to read as follows:

C. No person under the age of 18 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.

Section 3. Amendment.

Section 10-0103(C)(4) of Article 10-01 of Chapter 10 of the Fargo Municipal Code is hereby amended to read as follows:

4. Non-criminal violation. Minors fourteen (14) years of age or older found to have violated subsection (B) or (C), above, must pay a fee of $25 and must attend and complete within sixty (60) days of the date of offense a tobacco education program approved by the Fargo Municipal Court. ~~Minors fourteen (14) years of age or older found to have violated subsection (B), above, three times within any twelve consecutive month period may be ordered by the court to attend a tobacco cessation program instead of a tobacco education program.~~

Section 4. Penalty.

A person who willfully violates Section 10-0103(B) and Section 10-0103(C) of this Ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed $1,000; the court to have

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ORDINANCE NO. _____

16

AN ORDINANCE AMENDING SECTION 1-0305(C)(3) 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:

Section 1. Amendment.

Section 1-0305(C)(3) of Article 1-03 of Chapter 1 of the Fargo Municipal Code is hereby amended to read as follows:

3. For a violation of the following ordinance, a fee of $25.00.
Section 8-0931 (child restraint devices required), section 10-0103(~~B~~C) (tobacco possession by minors prohibited).

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ORDINANCE NO. _____

Section 2. Effective Date.

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

_____
Timothy J. Mahoney, Mayor

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

power to suspend said sentence and to revoke the suspension thereof. A person who willfully violates Section 10-0103(C)(4) of this Ordinance is guilty of a non-criminal offense carrying a fee of $25.

Section 5. Effective Date.

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

_____
Timothy J. Mahoney, Mayor

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

(1C)

AN ORDINANCE ENACTING SECTION 10-0105 OF ARTICLE 10-01 OF CHAPTER 10, RELATING TO THE SALE OF FLAVORED E-LIQUID TO MINORS PROHIBITED

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

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

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

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

NOW, THEREFORE,

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

Section 1. Enactment.

Section 10-0105 of Article 10-01 of Chapter 10 of the Fargo Municipal Code is hereby enacted as follows:

10-0105. – Sale of flavored e-liquids to minors 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 a minor.

2. "E-liquids" include the solution, liquid, or flavor agent in electronic cigarettes, which are vaporized. "E-liquids" may or may not include nicotine.

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3. A person that violates subsection 1 and is not a manufacturer is subject to a fine of five hundred dollars ($500) for each individual package of flavored e-liquid product or electronic smoking device containing flavored e-liquid sold or offered for sale.

4. A person in violation of this subsection shall be guilty of an infraction and shall be fined $500.

Section 2. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction 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.

Section 3. Effective Date.

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

_____
Timothy J. Mahoney, Mayor

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

THE CITY OF Fargo FAR MORE

1d

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

October 2, 2019

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

Dear Commissioners,

As was discussed at the last City Commission meeting, the Board of Health has recommended that the administrative sanctions be modified for tobacco retailers, in addition to the statutory fine for the individual engaged in the sale of flavored e-liquids to minors. Accordingly, attached for your consideration are amendments to Article 35 of the Fargo Municipal Code changing a first offense violation from a mere Warning to an administrative penalty of $500, and including such administrative penalty for subsequent offenses, in addition to the already existing penalty of suspension. The ability to sell the controlled substance is granted by license and is a privilege, not a right. However, once that privilege is granted there are procedures in place which must be followed in order to suspend or revoke the privilege. Fargo Municipal Code § 35-0105 outlines that process. The changes to the procedure ordinances are to clarify that the same process is available in the event of the levy of an administrative penalty, and further that failure to pay the administrative penalty in a timely manner after final disposition will result in a suspension of the license.

SUGGESTED MOTION: I move to waive the receipt and filing of the enclosed ordinance one week prior to first reading and that this be the first reading, by title, of AN ORDINANCE AMENDING SECTIONS 35-0101, 35-0102, 35-0103, AND 35-0105 OF ARTICLE 35-01 OF CHAPTER 35, RELATING TO THE AUTHORITY FOR THE SALE OF TOBACCO PRODUCTS.

Sincerely,

Nancy J. Morris
Assistant City Attorney

NJM/al
Enclosures

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 35-0101, 35-0102, 35-0103, AND 35-0105 OF ARTICLE 35-01 OF CHAPTER 35, RELATING TO THE AUTHORITY FOR THE SALE OF TOBACCO PRODUCTS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 35-0101 of Article 35-01 of Chapter 35 of the Fargo Municipal Code is amended to read as follows:

35-0101. - Definitions.

As used in this chapter, unless the context or subject matter otherwise requires:

1. "Cigar" means any roll of tobacco wrapped in tobacco.

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2. "Cigarette" means any roll for smoking made wholly or in part of tobacco, and encased in any material except tobacco.

3. "E-cigarettes" means any electronic oral device, such as one composed of a heating element and battery or electronic circuit, or both, which provides a vapor of nicotine or any other substances, and the use or inhalation of which simulates smoking. The term shall include any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, and e-pipe or under any other product, name, or descriptor and also includes any cartridge or other component of the device.

4. "Person" means any individual, firm, fiduciary, partnership, corporation, limited liability company, trust, or association however formed.

5. "Probationary period" is defined as a period of 12 months for a violation which is not within any period of probation already established by a violation of any of this article, which 12 months shall be defined as commencing on the date of the said first offense and shall extend for 12 consecutive months thereafter. If any subsequent offenses occur within the said 12-month period the probationary period for any such subsequent offense shall extend for either the same 12 consecutive months from the date of the first offense, as described above, or for a period of six months from the date of the subsequent offense, whichever period would expire later. For purposes of this article, an offense is deemed to have occurred when the offense is committed, and not the date of judgment or conviction.

6. "Sale" or "sell" applies to gifts, exchanges, and barter.

7. "Tobacco product" means any product that is made from or derived from tobacco, which contains nicotine or a similar substance, and is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, vaped, dissolved, inhaled or ingested by any other means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, snus, or an electronic smoking device. Tobacco product also includes pipes and rolling papers, but does not include any product specifically approved by the U.S. Food and Drug Administration for legal sale as a tobacco cessation product and is being marketed and sold solely for that approved purpose.

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Section 2. Amendment.

Section 35-0102 of Article 35-01 of Chapter 35 of the Fargo Municipal Code is amended to read as follows:

35-0102 - Authority to sell tobacco, e-cigarettes, electronic cigarettes or electronic smoking devices.

The city of Fargo does hereby grant the authority to sell at retail tobacco, other tobacco products, e-cigarettes, electronic cigarettes or electronic smoking devices as defined in chapters 10-1001 and 35-0101, within the city to persons who have a state license under chapter 57-36 of the North Dakota Century Code. The authority to sell granted by this Article may be suspended or revoked, and administrative penalties imposed, as provided in this chapter. No mobile vendor, person or business may sell or deliver tobacco or vape products from a mobile vendor vehicle or a push cart, as defined in chapter 18-0308(J), from a motor vehicle or trailer, or from any other moveable facility.

Section 3. Amendment.

Section 35-0103 of Article 35-01 of Chapter 35 of the Fargo Municipal Code is amended to read as follows:

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 other tobacco products to minors, or for a violation of the provisions of this chapter, as follows:

A. First offense — ~~A warning shall be given by the court that the authority to sell shall be suspended if subsequent offense occurs within the probationary period~~. A $500 administrative penalty shall be assessed to the business.

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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 a minor.

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 a minor.

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 a minor.

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 granted in this article shall be suspended for ~~a full probationary period.~~ 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 4. Amendment.

Section 35-0105 of Article 35-01 of Chapter 35 of the Fargo Municipal Code is amended to read as follows:

35-0105. - Hearing for suspension or administrative penalties.

The authority granted under the provisions of this article may not be suspended, and no

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administrative penalties may be imposed, without a public hearing. In the event that the commission, or a person or committee so designated by separate resolution, intends to consider the suspension, or administrative penalties, of the authority granted in this article, the person whose authority is sought to be suspended or against whom administrative penalties are imposed, shall be notified of the commission's intention to consider the same. The notice shall specify the time and place of the suspension or administrative penalty hearing, shall describe the reason for said hearing, and shall be served upon the person whose authority is sought to be suspended, or against whom administrative penalties are sought to be imposed, in the same manner as provided by law for the service of a summons in a civil action. No suspension or administrative penalty hearing shall be held before the expiration of 15 days after the date of the service of the notice. The hearing for said suspension or administrative penalty shall be heard by the municipal court judge. A record of the hearing shall be made by electronic recording device.

If, upon such hearing, it appears to the municipal court judge that sufficient cause exists for the suspension of the authority, or administrative penalties, granted pursuant to this article, the municipal court judge shall make its order suspending the said authority, or imposing such administrative penalties, in accordance with the provisions of this article. The municipal court judge shall issue its findings, conclusions and order which shall be served on the person whose authority is thereby suspended or against whom administrative penalties are imposed. The order is appealable pursuant to chapter 28-34 of the North Dakota Century Code.

Failure to pay the administrative penalty within 30 days upon which time such administrative penalty shall become final shall result in an immediate suspension of authority to sell in accordance with this Article, until such time as the administrative penalty has been paid in full.

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 5. Effective Date.

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

_____
Timothy J. Mahoney, Mayor

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

2a

AN ORDINANCE AMENDING SECTION 16-0204 OF ARTICLE 16-02 OF CHAPTER 16, 16-0217 OF ARTICLE 16-02 OF CHAPTER 16, AND 16-0304 OF ARTICLE 16-03 OF CHAPTER 16 OF THE FARGO MUNICIPAL CODE RELATING TO WATERWORKS SYSTEM

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 16-0204 of Article 16-02 of Chapter 16 of the Fargo Municipal Code is hereby amended to read as follows:

Meters smaller than one inch in size shall be installed, and maintained by the water department at a furnished construction charge ~~of $3~~ in an amount to be established by Resolution of the board of city commissioners. Meters broken or damaged through carelessness of the consumer shall be repaired at the expense of the consumer, and these charges shall be payable the first of the month following the date of such repairs. Meters one inch in size and larger shall be furnished at the owner's expense subject to the approval of the water department.

Source: 1952 Rev. Ord. 16-0204.

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FARGO, NORTH DAKOTA

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Section 2. Amendment.

Section 16-0217 of Article 16-02 of Chapter 16 of the Fargo Municipal Code is hereby amended to read as follows:

In case there is doubt on the part of the consumer as to the accuracy of a water meter, he may have the meter tested by the water department, at which test he may be present, or have a representative present if he so desires, and if the meter is found to register within 2% of being correct, a charge ~~of $1.50~~ in an amount to be established by Resolution of the board of city commissioners will be made to pay for a part of the labor for making such tests. If the meter is found to measure more than 2% incorrectly, no charge shall be made for making the test. If the meter should be found to over-register more than 2%, there shall be a proportional deduction made from the previous water bill. A water meter shall be considered to register satisfactorily when it registers within 2% of accuracy.

Source: 1952 Rev. Ord. 16-0217.

Section 3. Amendment.

Section 16-0304 of Article 16-03 of Chapter 16 of the Fargo Municipal Code is hereby amended to read as follows:

All bills are due and payable on or before the tenth day after date of billing. Fifteen days after a bill has become delinquent the water may be shut off from the premises, and, when so shut off, shall not be turned on again until all water rents and all other charges due for services to the consumer, together with ~~$5~~ a charge in an amount to be established by Resolution of the board of city commissioners for turning water off and on, has been paid. The consumer shall be notified of the date water will be shut off and afforded the right to an administrative hearing upon request of the consumer no later than three days before the shut-off date. ~~Water will be turned on only during regular working hours.~~ An overtime fee to turn the water on outside of regular business hours will be in an amount established by Resolution of the board of city commissioners.

Source: 1952 Rev. Ord. 16-0304, 1171 (1964), 2093 (1983).

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 4. Effective Date

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

(SEAL)

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

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

26

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 3-1301 AND 3-1302 OF ARTICLE 3-13 OF CHAPTER 3 OF THE FARGO MUNICIPAL CODE RELATING TO LODGING TAX

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

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

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

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

NOW. THEREFORE,

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

Section 1. Amendment.

Section 3-1301 of Article 3-13 of Chapter 3 of the Fargo Municipal Code is hereby amended to read as follows:

3-1301. Definition.--

1. "Gross receipts" - shall mean receipts of retailers for the leasing or renting of a hotel or motel room or ~~tourist~~ other accommodations occupied by the same natural person or persons for residential housing, for periods of ~~less~~ fewer than thirty consecutive calendar days within the corporate limits of the city of Fargo.

2. "Retailer" - shall mean any person, firm or corporation in the business of leasing or renting hotel, motel or ~~tourist court~~ other accommodations for periods of ~~30 or less~~ fewer than thirty consecutive calendar days or one month.

* * *

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Amendment.

Section 3-1302 of Article 3-13 of Chapter 3 of the Fargo Municipal Code is hereby amended to read as follows:

3-1302. Tax on gross receipts.--A tax is hereby imposed upon gross receipts as defined herein, which tax shall be computed on a monthly basis by each and every hotel, motel or ~~tourist court~~ other accommodations located within the corporate limits of the city of Fargo. Said tax ~~shall~~ must be in addition to the state sales tax on rental accommodations provided in chapter 57-39.2. The amount of such tax shall be as follows:

A. Two percent (2%) to be placed in the visitors promotion fund of the Fargo-Moorhead Convention and Visitors Bureau in accordance with § 40-57.3-02, N.D.C.C.

B. One percent (1%) to be placed in the visitors promotion capital construction fund of the Fargo-Moorhead Convention and Visitors Bureau to be used as provided in § 40-57.3-03, N.D.C.C.

Section 3. Effective Date.

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

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

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

October 2, 2019

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

Dear Commissioners,

At the July 29, 2019 City Commission meeting you authorized the acceptance of sealed bids in order to dispose of real property as described, located at 302 42nd Street South. Multiple bids were received in accordance with the specified terms. Minda, LLC submitted the high bid in the amount of $90,101. I have prepared a Purchase Agreement, which I have also attached. I ask that you accept this bid and authorize the Mayor to execute the attached purchase agreement. Closing will occur at a later date, subject to re-platting of the property with the adjacent property presently owned by Minda, LLC.

SUGGESTED MOTION: I move to approve the sale of described property 302 42nd Street South to Minda, LLC for the sum of $90,101, and authorize the Mayor to execute the Purchase Agreement and Quit Claim Deed upon satisfaction of all of the terms and conditions of the sale.

Sincerely,

Nancy J. Morris
Assistant City Attorney

Enclosures

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into by and between **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter "City" or "Seller", and **MINDA, LLC**, a North Dakota limited liability company, hereinafter "Buyer,

WITNESSETH:

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

> East 120.00' of the North 145.00' of Lot 8, Block 4 West Park Second Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.
>
> Property Address: 302 42nd Street South, Fargo, ND.

WHEREAS, the city of Fargo has indicated a desire to sell the real estate, and conducted a public sale therefore; and,

WHEREAS, Buyer offered to purchase the real estate in accordance with the terms stated herein.

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

1. Subject Matter. The subject matter of this agreement is the real estate described.

2. Purchase Price. The purchase price for the real property identified is as follows: Ninety Thousand One Hundred and One Dollars ($90,101).

3. Payment of Purchase Price. Buyer shall present a certified check at the time of closing for the full amount of the purchase price.

4. Deed. Seller shall sign a Quitclaim deed. Buyer will take title as follows: Minda, LLC.

5. Closing Date and Transfer of Possession. Closing shall take place as soon as possible. Buyer shall take possession of the real estate on the day of closing. The property is currently vacant.

6. Platting and Zoning Conditions Precedent. Buyer understands and agrees that the property must be re-platted as a contiguous lot with the adjacent property contemporaneous to the transfer of the deed to the Buyer. Platting shall be at buyer's sole cost and responsibility. Further, Buyer agrees and understands that L1 zoning apply to all building and activities on the resulting lot.

7. Warranty. Seller provides no express or implied warranties on the subject property.

DATED this 18 day of September 2019.

BUYER:
Minda, LLC

By: _____

Its: President

DATED this ____ day of _____, 2019.

SELLER:
City of Fargo, a North Dakota municipal corporation

_____
Timothy J. Mahoney M.D., Mayor

ATTEST:

_____
Steve Sprague, City Auditor

AW

$25.00
9-30-19
V8471

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	Date(s) of Activity	For a raffle, provide drawing date(s):
Kick it with Kate Cancer Benefit	[illegible]	Nov 21st 2019
Person Responsible for the Gaming Operation and Disbursement of Net Income	**Title**	**Business Phone Number**
Alicia Wisnewski	Financial Contact Owner of Prairie Winds	701-356-5600
Business Address	**City**	**State / Zip Code**
5370 51st Ave S, Ste A	Fargo	ND 58104
Mailing Address (if different)	**City**	**State / Zip Code**
Name of Site Where Game(s) will be Conducted	**Site Address**	
Prairie Winds Veterinary Center	5370 51st Ave S, Ste A	
City	**State / Zip Code / County**	
Fargo	ND 58104 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	Medora Pkg for 2 meal, hotel, musical	$450
Raffle	Lg Big Green Egg grill w/ accessories	$1350
Raffle	Guided fishing pkg in Devils Lake	$1300
Raffle	Cash prize	$500
Raffle	Tika winchester rifle	$630
Raffle	Tundra 75 yeti cooler w/ alcohol	$500
Raffle	1/2 of a processed hog	$500
Raffle	55" Vizio TV Smart	$300
Raffle	Astrostart w/ installation	$1450

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $40,000 per year) $5,980

Intended uses of gaming proceeds: Will be using money to help with rising medical bills.

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

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

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

Signature of Organization or Group's Top Official	Date	Title	Business Phone Number
[signature]	9-23-19	Financial Liaison / Owner of Prairie Winds	701-356-5600

46

✓ 1184
75.00
9/30/19

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):
*Dakota Medical Foundation	--- to ---	October 18th

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Jared Hardy	Mgr	701.205.4188

Business Address	City	State	Zip Code
4141 28 Ave S.	Fargo	ND	58104

Mailing Address (if different)	City	State	Zip Code

Name of Site Where Game(s) will be Conducted	Site Address
Fargo Brewing Company	610 University Dr N

City	State	Zip Code	County
Fargo	ND	58102	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 [X] 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 50/50	Cash	< $8,000

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $40,000 per year) $ <8,000

Intended uses of gaming proceeds: Lend A Hand Up program support to help families who reside in Cass or Clay Counties and are challenged by serious health issues

*Lend A Hand Up is administered by DMF. As of Jan 2020, Lend A Hand Up will utilize its own EIN.

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? [ ] No [X] Yes-If "Yes," indicate the total value of all prizes previously awarded: $ 4,742- . *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
[signature]	9/18/19	Exec. Director	701.271.0263

(40)

$250.00
#5039
9-30-19

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	Date(s) of Activity	For a raffle, provide drawing date(s):
El Zagal Shrine Arab Patrol	- - - - - -	March 13, 2020
Person Responsible for the Gaming Operation and Disbursement of Net Income	**Title**	**Business Phone Number**
Ray Johnson		
Business Address	**City**	**State / Zip Code**
Mailing Address (if different)	**City**	**State / Zip Code**
7333 70th St No	Glyndon	MN 56547
Name of Site Where Game(s) will be Conducted	**Site Address**	
El Zagal Shrine Temple	1429 North 3rd St	
City	**State / Zip Code**	**County**
Fargo	ND 58102	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	Gift Card	$500
Raffle	Gift Card	$250
Raffle	Gift Card	$100

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $40,000 per year) $ 850 ~~50~~

Intended uses of gaming proceeds: Donation to Shrine Transportation Fund for Children's Hospital

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

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

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

Signature of Organization or Group's Top Official	Date	Title	Business Phone Number
	09/26/2019	Chief Rabban	701-235-7521

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

AU CC 25.00 9/27/19

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

Name of Nonprofit Organization or group of people permit is issued to: Bennett Elementary PTA	Date(s) of Activity: 11/1/19 to 5/29/20	For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income: Trishia Powell	Title: Co-president	Business Phone Number: 701-446-4000	
Business Address: 2000 58th Ave. S	City: Fargo	State: ND	Zip Code: 58104
Mailing Address (if different):	City:	State:	Zip Code:
Name of Site Where Game(s) will be Conducted: Bennett Elementary School	Site Address: 2000 58th Ave. S.		
City: Fargo	State: ND	Zip Code: 58104	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
Bingo	Toys, gadgets, Books, Meals	$300.00
	Gift cards	$150.00

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $40,000 per year) $ 450.00

Intended uses of gaming proceeds: Bennett PTA funding of student activities

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: $ 2500.00. *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
Trishia Powell	9/26/19	PTA Co-president	701-361-8227

AL

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization	Date(s) of Activity	For a raffle, provide drawing date(s):
River Keepers	to	10/13/2019

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Christine Holland	Exec. Dir.	(701) 235-2895

Business Address	City	State	Zip Code
1120 28th Ave. N., Ste. B	Fargo	ND	58102-1334

Mailing Address (if different)	City	State	Zip Code

Name of Site Where Game(s) will be Conducted	Site Address
HoDo	101 Broadway

City	State	Zip Code	County
Fargo	ND	58102-4925	Cass

Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local 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
raffle	Halloween bowl	$13.00
raffle	Halloween bowl	$13.00
raffle	Record bowl	$20.00
raffle	Record bowl	$20.00
raffle	Costco popcorn	$30.00
raffle	Christmas basket	$20.00
raffle	Woodys jacket	$25.00
raffle	Woodys jacket	$30.00
raffle	Uncle Madios	$30.00

Game Type	Description of Prize	Retail Value of Prize
raffle	wallet	$35.00
raffle	CU Painting	$40.00
raffle	CU Painting	$40.00
raffle	succulents	$30.00
raffle	succulents	$25.00
raffle	succulents	$25.00

Total: (Limit $12,000 per year) $ 396.00

Intended uses of gaming proceeds: Educational river reach

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

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

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

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
Mista Holland	9/24/2019	Executive Director	(701) 235-2895

47

$500
CC
9-30-19

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	Date(s) of Activity	For a raffle, provide drawing date(s):
Fm Raise Your Spirits Inc		10/25/2019
Person Responsible for the Gaming Operation and Disbursement of Net Income	**Title**	**Business Phone Number**
Bob Stromberg	President	(701) 361-2224
Business Address	**City**	**State / Zip Code**
1417 Maple Ln	West Fargo	ND 58078-3414
Mailing Address (if different)	**City**	**State / Zip Code**
Name of Site Where Game(s) will be Conducted	**Site Address**	
HOLIDAY INN	3803 13th Ave South	
City	**State / Zip Code**	**County**
Fargo	ND 58103-3301	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
Heads/Tails	West Acres GC	$1,000.00
Raffle 1	Top Shelf Bar	$1,250.00
Raffle 2	Tool Package	$1,500.00
Raffle 3	Grill Package	$1,200.00
Raffle 4	Wine Package	$1,000.00
Raffle 5	Napa CA Trip	$3,900.00

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $40,000 per year) $ 9,850.00

Intended uses of gaming proceeds: Proceeds generated are donated back to local non-profits in the FM area.

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

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

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

Signature of Organization or Group's Top Official	Date	Title	Business Phone Number
	10/1/2019	President	(701) 361-2224

(5)

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

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

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

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

Name of Location: Speeds Bar			
Street: 2611 main Ave	City: Fargo	ZIP Code: ND 58103	County: Cass
Beginning Date(s) Authorized: 11/1/19	Ending Date(s) Authorized: 6/30/19		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)**: Northwall pool table area			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

- [ ] 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: 10/7/2019
PRINT Name and official position of person signing on behalf of city/county above: Steven 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

(6)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. UR-19-A1 Type: Change Order #3

Location: Great Northern Drive Date of Hearing: 9/30/2019

Routing	Date
City Commission	10/7/2019
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Change Order #3 in the amount of $73,800.13, for additional work resulting from an XCEL high voltage power line being imbedded in the existing storm sewer manhole on the line being replaced. It was determined that the line cannot be moved until the spring of 2020 and that a manhole would be built over the power line to allow completion of the storm sewer line.

Staff is recommending approval of Change Order #3 in the amount of $73,800.13, bringing the total contract amount to $931,810.13.

On a motion by Kent Costin, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #3 to Fox Underground.

RECOMMENDED MOTION
Concur with the recommendation of PWPEC and approve Change Order #3 in the amount of $73,800.13, bringing the total contract amount to $931,810.13, to Fox Underground.

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

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	Craig Nelson
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: PWPEC

From: Roger E. Kluck, PE, CFM Civil Engineer II

C: Jody Bertrand Division Engineer; Tom Knakmuhs, Assistant City Engineer

Date: September 24, 2019

Re: Project #UR-19-A1 Storm Sewer, Storm Sewer Repairs, PC Concrete Paving and Incidentals Change Order #3

Project UR-19-A1 was bid on May 1, 2019 with bid award on May 6, 2019. The project began the week of July 8, 2019. The project documents identified Final Completion for all cleanup and punch list items for October 1, 2019. Fox Underground was awarded the project and subsequently given a notice to proceed. During completion of the storm sewer installation an XCEL high voltage line was encountered at the same elevation of the storm sewer line. Additionally, the power line was found imbedded into the existing storm sewer manhole on the line being replaced. After discussions with XCEL it was determined that the power line could not be moved until spring 2020 and that a manhole would be built over the power line to allow completion of the storm sewer line in order to open the street.

The Contractor submitted his costs and after negotiations, we were able to reduce the cost by 5,351.78. The negotiated price is $73,800.13.

The price increase is reasonable and Engineering recommends approval.

Recommended Motion
Approve Change Order #3 for $73,800.13.

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	UR-19-A1	**Change Order No**	3
Project Name	Storm Sewer, Storm Sewer Repairs, PC Concrete Paving, and Incidentals		
Date Entered	9/24/2019	**For**	Fox Underground

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

EXPLANATION OF CHANGE: Modify Manhole due to XCEL transmission power line

During installation of the new storm sewer on Great Northern Drive it was found that XCEL had a transmission power line going thru the existing storm manhole. XCEL could not move the line until 2020 so it was decided in order to re-open the road to build a special manhole to accommodate the existing transmission line and the new storm sewer.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Site 1	105	F&I Manhole Type E Reinf Conc	EA	0.00	0.00	0.00	1.00	1.00	73,800.13	73,800.13
									Site 1 Sub Total ($)	73,800.13

Summary

Source Of Funding	Utility Funds - Stormwater - 524
Net Amount Change Order # 3 ($)	73,800.13
Previous Change Orders ($)	69,470.00
Original Contract Amount ($)	788,540.00
Total Contract Amount ($)	931,810.13

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/15/2019	10/01/2019	45.00	45.00	10/30/2019	11/15/2019

Description

APPROVED **APPROVED DATE**

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

For Contractor Fox Underground

Title Vice President

9-24-19

Department Head 10/1/19

Mayor

Attest

(7)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-15-K1 Type: Change Order #11

Location: Rosewood Addition Date of Hearing: 9/30/2019

Routing	Date
City Commission	10/7/2019
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Change Order #11, in the amount of $13,690.00, for installing air vents in the outfall chambers for increased efficiency of the lift station pumps.

Staff is recommending approval of Change Order #11 in the amount of $13,690.00, bringing the total contract amount to $3,851,089.02.

On a motion by Kent Costin, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #11 to Industrial Builders, Inc.

RECOMMENDED MOTION
Approve Change Order #11 in the amount of $13,690.00, bringing the total contract amount to $3,851,089.02, to Industrial Builders, Inc.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Flood Sales Tax

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	Craig Nelson
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: PWPEC

From: Roger E. Kluck, PE, CFM Civil Engineer II

C: Jody Bertrand Division Engineer; Brenda Derrig, City Engineer

Date: September 25, 2019

Re: Project #FM-15-K1 Rosewood Area Flood Risk Management Change Order #11

Background:

Project FM-15-K1 bids were opened on May 30, 2018 and the project awarded by the City Commission to Industrial Builders on June 4, 2018. Construction began on June 25, 2018. This is a two-year project due to requirements to meet Federal Wetland Standards. The project continues construction of flood control on the north side of Rose Coulee across the Rosewood neighborhood. Construction is almost complete with tree installation and punch list work left to do.

During start up of the new lift station it was found that the wet well and outfall chambers were creating an air lock type effect thereby reducing the efficiency of the pumps. The correction was to install air vents in each chamber which had been missed during design. KLJ has outlined the work in detail and their memo is attached. The cost for this work is $13,690.00 and is reasonable according to the design engineer, and is being paid for with Sales Tax Funds-Flood Control-460. The requested change order item has been reviewed by Engineering and is reasonable.

Recommended Motion:
To approve the requested change order 11 for $13,690.00.

REK/klo

Attachment

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	FM-15-K1	**Change Order No**	11
Project Name	Rosewood Area Flood Risk Management Project		
Date Entered	9/25/2019	**For**	Industrial Builders 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 air vents in wet well and discharge well

Add air vents that were missed during the design process

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 ($)	C/O Ext Price ($)
Storm Sewer Lift Station	95	Modify Lift Station	EA	0.00	0.00	0.00	1.00	1.00	13,690.00	13,690.00
								Storm Sewer Lift Station Sub Total ($)		13,690.00

Summary

Source Of Funding	Sales Tax Funds - Flood Control - 460
Net Amount Change Order # 11 ($)	13,690.00
Previous Change Orders ($)	387,705.12
Original Contract Amount ($)	3,449,693.90
Total Contract Amount ($)	3,851,089.02

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/01/2019	09/12/2019	0.00	30.00	09/01/2019	10/12/2019

Description

APPROVED Troy Eiesland — **APPROVED DATE**

For Contractor VP of Engineering — Department Head 10/1/19

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Title

Mayor

Attest

Roger Kluck

From: Roger Kluck
Sent: Tuesday, September 24, 2019 4:17 PM
To: 'Matthew Jennings'
Cc: Scott Middaugh; Jody Bertrand; Robert J Hasey
Subject: RE: Rosewood Lift Station - Vent Pipes

I will get this on Mondays PWPEC agenda

Roger E. Kluck, PE, CFM
Engineer II Storm Water
City of Fargo
200 N 3rd Street
Fargo, ND 58102

701- 241-1537(work)
701-361-5354 (cell)
rkluck@FargoND.gov

From: Matthew Jennings <matthew.jennings@kljeng.com>
Sent: Tuesday, September 24, 2019 4:14 PM
To: Roger Kluck <rkluck@FargoND.gov>
Cc: Scott Middaugh <Scott.Middaugh@kljeng.com>
Subject: FW: Rosewood Lift Station - Vent Pipes

Roger,

Below is Troy's breakdown of the items for the vents to be installed at the Rosewood Lift Station. IBI has been provided information to avoid lights/rebar while coring through the roof of the lift station.

Breakdown as follows:

- Labor/Equipment/Supervision $4740.00
- Material $7850.00
- Subs $1100.00

Add $400.00 if you want them painted grey.

The total with grey coloring is ~~$14,090.00.~~ $13,690.00

Thanks,

Matthew Jennings
KLJ
701-271-5017 Direct
701-520-3304 Cell
3203 32nd Ave S
Fargo, ND 58103

From: Troy Erickson <Troy@industrialbuilders.com>
Sent: Tuesday, September 24, 2019 3:46 PM
To: Matthew Jennings <matthew.jennings@kljeng.com>
Subject: RE: Rosewood Lift Station - Vent Pipes

From: Troy Erickson
Sent: Monday, September 23, 2019 4:57 PM
To: 'Matthew Jennings'
Subject: RE: Rosewood Lift Station - Vent Pipes

Matthew,
The cost to supply and install the lift station vents is $13,690.00. The pipe material quoted is coated with fusion bonded epoxy inside and out. The color is a reddish/orange.

Breakdown as follows:

- Labor/Equipment/Supervision $4740.00
- Material $7850.00
- Subs $1100.00

Add $400.00 if you want them painted grey.

If the price is acceptable, please issue a change order and we will get material ordered.

Let me know if you have any questions.

Regards,
Troy Erickson

From: Matthew Jennings [mailto:matthew.jennings@kljeng.com]
Sent: Wednesday, September 04, 2019 8:51 AM
To: Troy Erickson
Subject: FW: Rosewood Lift Station - Vent Pipes

Troy,

Roger prefers grey for the coloring.

Thanks,

Matthew Jennings
KLJ
701-271-5017 Direct
701-520-3304 Cell
3203 32nd Ave S
Fargo, ND 58103

(8)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SR-19-A1 Type: Final Balancing Change Order #3

Location: Citywide Date of Hearing: 9/30/2019

Routing	Date
City Commission	10/7/2019
PWPEC File	X
Project File	Brandon Beaudry

The Committee reviewed the accompanying correspondence from Project Manager, Brandon Beaudry, for Final Balancing Change Order #3 in the amount of $27,975.30, for additional sidewalk reconstruction that was encountered during the contract and cannot wait to be repaired until next year.

Staff is recommending approval of Final Balancing Change Order #3 in the amount of $27,975.30, bringing the total contract amount to $394,516.68.

On a motion by Kent Costin, seconded by Ben Dow, the Committee voted to recommend approval of Final Balancing Change Order #3 to Key Contracting.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve Final Balancing Change Order #3 in the amount of $27,975.30, bringing the total contract amount to $394,516.68.

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

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	Craig Nelson
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: Brandon Beaudry, Project Inspector

Date: September 20, 2019

Re: Final Balancing Change Order – Project No. SR-19-A1
Reconstruction of City Order Sidewalk

Background:

Attached is a final balancing change order in the amount of $27,975.30 for Project No. SR-19-A1. The original contract bid price for this project was $268,936.00 and this FBCO will bring the project final amount to $394,516.68 (a 46.7% increase). The majority of the FBCO is for additional reconstruction sidewalk that will be assessed to the property owners.

Recommended Motion:

Approve the final balancing change order #3 in the amount of $27,975.30 to Key Contracting.

BGB/jmg
Attachment

C: Tom Knakmuhs
Kristy Schmidt

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	SR-19-A1	**Change Order No**	3
Project Name	Reconstruction of City Order Sidewalks		
Date Entered	9/19/2019	**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: FBCO

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 1 Property Owner Cost	1	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	1,018.00	0.00	1,018.00	30.00	1,048.00	72.00	2,160.00
	2	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	20.00	0.00	20.00	24.00	44.00	90.00	2,160.00
	4	Remove Sidewalk 4" Thick Conc	SY	20.00	0.00	20.00	-20.00	0.00	12.00	-240.00
	6	Sodding	SY	20.00	0.00	20.00	-20.00	0.00	12.00	-240.00
	7	Rem & Repl Pavement 9" Thick Asph	SY	20.00	0.00	20.00	21.00	41.00	120.00	2,520.00
								Section 1 Property Owner Cost Sub Total ($)		6,360.00
Section 2 City Cost	8	Rem & Repl Curb & Gutter	LF	160.00	312.00	472.00	53.00	525.00	55.00	2,915.00
	9	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	231.00	260.00	491.00	30.00	521.00	72.00	2,160.00
	10	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	140.00	0.00	140.00	83.00	223.00	90.00	7,470.00
	11	Remove Sidewalk 4" Thick Conc	SY	20.00	0.00	20.00	-9.00	11.00	12.00	-108.00
	12	F&I Sidewalk 4" Thick Reinf Conc	SY	70.00	0.00	70.00	40.00	110.00	76.00	3,040.00
	13	F&I Sidewalk 6" Thick Reinf Conc	SY	20.00	60.00	80.00	0.07	80.07	90.00	6.30
	14	F&I Det Warn Panels Cast Iron	SF	232.00	192.00	424.00	32.00	456.00	55.00	1,760.00
	15	Rem & Repl Pavement 9" Thick Asph	SY	20.00	50.00	70.00	14.00	84.00	90.00	1,260.00
	16	Casting to Grade - w/Conc	EA	4.00	0.00	4.00	3.00	7.00	400.00	1,200.00
	19	Mulching Type 1 - Hydro	SY	2,400.00	0.00	2,400.00	388.00	2,788.00	2.00	776.00
	20	Seeding Type B	SY	2,400.00	0.00	2,400.00	388.00	2,788.00	2.00	776.00

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Section 2 City Cost	21	Sodding	SY	20.00	0.00	20.00	-20.00	0.00	12.00	-240.00
	22	Topsoil - Import	CY	20.00	90.00	110.00	30.00	140.00	20.00	600.00
									Section 2 City Cost Sub Total ($)	21,615.30

Summary

Source Of Funding	
Net Amount Change Order # 3 ($)	27,975.30
Previous Change Orders ($)	97,605.38
Original Contract Amount ($)	268,936.00
Total Contract Amount ($)	394,516.68

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/06/2019	09/27/2019	0.00	0.00	09/06/2019	09/27/2019

Description

APPROVED

For Contractor

Key Contracting, Inc.
Cheryl Beisesenger
Office Mgr 9-19-19

Title

APPROVED DATE

Department Head

10/1/19

Mayor

Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(9)

Project No. TR-17-A1

Type: Final Balancing Change Order #3

Location: Citywide

Date of Hearing: 9/30/2019

Routing	Date
City Commission	10/7/2019
PWPEC File	X
Project File	Jim Mohr

The Committee reviewed the accompanying correspondence from Project Manager, Jim Mohr, regarding Final Balancing Change Order #3, in the amount of $10,694.65, bringing the total contract amount to $272,761.10.

Staff is recommending approval of Final Balancing Change Order #3 in the amount of $10,694.65.

On a motion by Kent Costin, seconded by Ben Dow, the Committee voted to recommend approval of Final Balancing Change Order #3 to Moorhead Electric.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #3 in the amount of $10,694.65, bringing the total contract amount to $272,761.10, to Moorhead Electric.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax 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	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	Craig Nelson
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 Manager

Date: September 25, 2019

Re: Project No. TR-17-A1 – Final Balancing Change Order #3
Traffic Signal Rehabilitation & Incidentals

Background:

Project #TR-17-A1 is for the Traffic Signal Rehabilitation & Incidentals at various locations Citywide.

Moorhead Electric is the Prime Contractor on this project.

The attached Final Balancing Change Order #3, in the amount of $10,694.65, increases the total contract amount to $272,761.10. A full description of the additional work can be seen on the attached Final Balancing Change Order #3.

Recommended Motion:

Approve Final Balancing Change Order #3 in the amount of $10,694.65 to Moorhead Electric.

JDM/klb
Attachment

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	TR-17-A1	**Change Order No**	3
Project Name	Traffic Signal Rehabilitation & Incidentals		
Date Entered	9/25/2018	**For**	Moorhead Electric

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 ($)	C/O Ext Price ($)
Traffic Signals	2	Rem & Repl Traffic Signal LED	EA	476.00	0.00	476.00	8.00	484.00	75.00	600.00
	6	F&I Head 4 Sect w/12" LED MA Mtd	EA	3.00	0.00	3.00	1.00	4.00	1,170.00	1,170.00
	7	F&I Signal Cable AWG 14/7	LF	96.00	0.00	96.00	-16.00	80.00	3.25	-52.00
	8	F&I Signal Cable AWG 14/20	LF	55.00	0.00	55.00	145.00	200.00	6.00	870.00
	15	* F&I mast arm signs for FYA for 2 intersections	LS	0.00	0.00	0.00	1.00	1.00	1,529.00	1,529.00
	16	* Swap 3 sec heads for 5 sec heads NB & SB at 40th Ave / 36th St S	LS	0.00	0.00	0.00	1.00	1.00	4,614.31	4,614.31
	17	* install 1125' new cable from transformers to feed points at 6 locations	LS	0.00	0.00	0.00	1.00	1.00	1,963.34	1,963.34
									Traffic Signals Sub Total ($)	10,694.65
	* NC Items								**Grand Total ($)**	**10,694.65**

Summary	
Source Of Funding	
Net Amount Change Order # 3 ($)	10,694.65
Previous Change Orders ($)	66,350.45
Original Contract Amount ($)	195,716.00
Total Contract Amount ($)	272,761.10

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
06/01/2018		0.00	0.00	06/01/2018	

Description

APPROVED

For Contractor [signature] Moorhead Electric

Title Project Manager 9/25/2018

APPROVED DATE

Department Head [signature] 10/1/19

Mayor

Attest

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Project No.	TR-17-A1
Project Name	Traffic Signal Rehabilitation & Incidentals
Type	Traffic Signal Fiber Optic Repl/Rehab
Description	Citywide
Pay Estimate Number	7 - FINAL
From Date	06/07/2018
To Date	09/25/2018

The Honorable Board of City Commissioners

Dear Commissioners,

Be advised that Moorhead Electric 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(%)
Traffic Signals										
1 F&I Ped Head 1 Sect Countdown w/LED Mtd	EA	105.00	810.00	105.00	85,050.00	0.00	0.00	105.00	85,050.00	100.00
2 Rem & Repl Traffic Signal LED	EA	476.00	75.00	484.00	36,300.00	0.00	0.00	484.00	36,300.00	101.68
3 F&I PTZ Camera System	EA	6.00	4,500.00	6.00	27,000.00	0.00	0.00	6.00	27,000.00	100.00
4 F&I Signal Cable CAT 6	LF	624.00	2.25	624.00	1,404.00	0.00	0.00	624.00	1,404.00	100.00
5 F&I Signal Cable AWG 16/3	LF	624.00	2.50	624.00	1,560.00	0.00	0.00	624.00	1,560.00	100.00
6 F&I Head 4 Sect w/12" LED MA Mtd	EA	3.00	1,170.00	4.00	4,680.00	0.00	0.00	4.00	4,680.00	133.33*
7 F&I Signal Cable AWG 14/7	LF	96.00	3.25	80.00	260.00	0.00	0.00	80.00	260.00	83.33
8 F&I Signal Cable AWG 14/20	LF	55.00	6.00	200.00	1,200.00	0.00	0.00	200.00	1,200.00	363.64*
9 Modify Traffic Signal System	EA	2.00	1,000.00	2.00	2,000.00	0.00	0.00	2.00	2,000.00	100.00
10 F&I Traffic Signal Feed Point	EA	5.00	4,250.00	5.00	21,250.00	0.00	0.00	5.00	21,250.00	100.00

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract				Previous		Current		To Date		Percentage
	Unit	Quantity	Unit Price ($)	Quantity	Amount ($)	Quantity	Amount ($)	Quantity	Amount ($)	Complete(%)
11 F&I Traffic Signal - Street Light Combo Feed Point	EA	1.00	12,200.00	1.00	12,200.00	0.00	0.00	1.00	12,200.00	100.00
12 F&I Emerg Veh Pre-emption Components	EA	18.00	300.00	18.00	5,400.00	0.00	0.00	18.00	5,400.00	100.00
13 Modify Equipment Cabinet & Controller	EA	1.00	39,597.95	1.00	39,597.95	0.00	0.00	1.00	39,597.95	100.00
14 F&I Traffic Signal System	LS	1.00	26,752.50	0.75	20,064.38	0.25	6,688.13	1.00	26,752.50	100.00
15 F&I mast arm signs for FYA for 2 intersections	LS	1.00	1,529.00	1.00	1,529.00	0.00	0.00	1.00	1,529.00	100.00
16 Swap 3 sec heads for 5 sec heads NB & SB at 40th Ave / 36th St S	LS	1.00	4,614.31	1.00	4,614.31	0.00	0.00	1.00	4,614.31	100.00
17 install 1125' new cable from transformers to feed points at 6 locations	LS	1.00	1,963.34	1.00	1,963.34	0.00	0.00	1.00	1,963.34	100.00
			Traffic Signals Sub Total		266,072.98		6,688.13		272,761.10	

Summary	
1. Original Contract Amount	$ 195,716.00
2. Net Change by Change Order	$ 66,350.45
3. Contract Amount To Date	$ 262,066.45
4. Total Work Completed to Date	$ 272,761.10
5. Retainage @ 0.00 % to Date	$ 13,303.66
6. Previous Retainage	$ 13,303.66
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)	$ 80,020.30
10. Material on Hand (Recovery)	$ 80,020.30
11. Adjustments	$ 0.00
12. Total Due to Date	$ 272,761.10
13. Previous Payments	$ 252,769.32
14. Payment Due This Estimate	$ 19,991.79
15. Amount allowed Pay Estimate # 7 - FINAL	$ 19,991.79

WorkFlow History

Status	Pending On	Date	User	Action	Action User	Action Date	Action Notes
Draft	Administrator,Division Head,Project Manager	09/25/2018	jmohr	StageInitialized			

(10)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-19-F0 Type: Amendment #1

Location: Oak Grove Date of Hearing: 9/30/2019

Routing	Date
City Commission	10/7/2019
PWPEC File	X
Project File	Nathan Boerboom

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, regarding Amendment #1 in the amount of $24,000.00, for additional study on the existing floodwall as well as preliminary design work for a floodwall that would meet FEMA accreditation standards.

Staff is recommending approval of Amendment #1 in the amount of $24,000.00, bringing the total contract amount to $164,000.00.

On a motion by Kent Costin, seconded by Ben Dow, the Committee voted to recommend approval of Amendment #1 to Houston Engineering.

RECOMMENDED MOTION
Concur with the recommendation of PWPEC and approve Amendment #1 in the amount of $24,000.00, bringing the total contract amount to $164,000.00, to Houston Engineering.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Flood Sales Tax (460)

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	Craig Nelson
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: Nathan Boerboom
Division Engineer

Date: September 23, 2019

Subject: Oak Grove Area Flood Mitigation
Project #FM-19-F0

Earlier this year, the City entered into a contract with Houston Engineering to assist the City in development of the additional in-town projects needed to accommodate the planned in-town 37-foot river stage height during a 100-year flood event with the Fargo-Moorhead Diversion in place. One of these projects they are providing assistance for is located within the Oak Grove neighborhood.

Their current scope of work for this neighborhood included designing a levee along South Terrace where there is currently no levee as well as raising the road surface of South Terrace near the eastern edge of the Oak Grove school facility. This road raise would tie into the existing floodwall that partially goes around the Oak Grove school. Once the additional levee and road raise is constructed, there would be a continuous line of protection around the Oak Grove neighborhood that would provide protection against a 37-foot flood without any emergency measures being needed. However, staff does not currently expect that this line of protection would be able to be accredited by FEMA due to how the existing floodwall was designed and constructed, which would mean that the Oak Grove school would remain within the 100 year floodplain after the Diversion is complete.

Recently, a meeting was held with Oak Grove school representatives and City staff to discuss the currently planned levee work as well as what, if anything, could be done in regards to the school remaining in the 100 year floodplain. As a result of this meeting, City staff would recommend to modify Houston Engineering's scope of work to include additional study on the existing floodwall as well as preliminary design work for a floodwall that would meet FEMA accreditation standards, if it is deemed that the existing floodwall cannot meet these standards.

The following are brief descriptions of the additional tasks being recommended. Full descriptions of the tasks can be seen on the attached Professional Services amendment submitted by Houston Engineering.

- Task 1 – Review design of the existing Oak Grove floodwall to determine if it meets FEMA accreditation standards. Total estimated cost: $7,500.
- Task 2 – Develop preliminary alignments for new floodwall around the Oak Grove school facility. This task will be done only if existing floodwall does not meet FEMA standards. Total estimated cost: $11,500.
- Task 3 – Geotechnical review of existing floodwall and slope stability analysis of the new conceptual alignments. Total estimated cost: $5,000.

Recommended Motion:

Approval of Contract Amendment #1 for FM-19-F0, the Oak Grove Area Flood Mitigation in the amount of $24,000.00 to Houston Engineering.

Fargo Corporate Office P 701.237.5065 F 701.237.5101

1401 21st Avenue North Fargo ND 58102

HoustonEngineering Inc.

PROFESSIONAL SERVICES

AMENDMENT NO. 1 - FOR ADDITIONAL ENGINEERING SERVICES

Project: City of Fargo Project FM-19-F0 – Oak Grove Area Flood Mitigation
Amendment No. 1 – Various Tasks
HE Project No. 6059-0167

Client: City of Fargo
225 4th Street N.
Fargo, ND 58102
Phone (701) 241-1545
Attn: Nathan Boerboom, Division Engineer

Location of Project: City of Fargo, Cass County, North Dakota

Description of Work: This contract amendment is for additional Professional Engineering services to assist the City of Fargo with multiple tasks that represent modifications to the scope of the project. These additional Professional Engineering services include analyzing the existing concrete floodwall around the Oak Grove campus and developing a conceptual plan for a new floodwall around the campus that meets FEMA Accreditation standards. These items represent modifications to the original scope of this project. A more detailed description of each task is provided in the following sections.

Task 1 – Existing Oak Grove Floodwall Structural Review

The existing Oak Grove Floodwall design will be reviewed to determine if the various wall sections meet FEMA Accreditation standards during a 100-year flood event with Diversion (river stage 37 feet). We will perform the necessary structural analysis and calculations to determine the design factor of safety (FOS) for bearing, sliding, and overturning to determine if the minimum FOS for each of these criteria are met. Minimum concrete thickness and reinforcing steel calculation will be performed and compared to the design drawings to determine if these criteria are met. For this task, we propose to utilize the original construction plans provided to us by the City of Fargo to obtain the original floodwall geometry and reinforcement. At the completion of this task, a memo will be provided summarizing the results of this review.

Estimated Task 1 Budget $7,500

HoustonEngineering Inc.

Task 2 – Preliminary Floodwall Design

If the existing floodwall does not meet the necessary criterial for FEMA Accreditation, HEI will then develop up to 2 preliminary alignments for a new floodwall around the eastern portion of the Oak Grove campus. The floodwall will tie into the existing earth levee constructed by the City along the north side of the campus. On the south side, the floodwall will tie into the South Terrace N levee and road raise currently being designed as part of the original project scope. The floodwall alignments and geometry will be developed to meet FEMA Accreditation standards for the current FEMA 100-year floodplain (no Diversion) and will be designed with a top of protection elevation of river stage 45 feet. In performing this task, we anticipate having 2 coordination meetings with the City of Fargo. We also anticipate having 1 meeting with the Oak Grove school staff while developing the preferred alignment for the project. Preliminary plan sheets will be developed showing the location and preliminary floodwall geometry. A preliminary construction cost estimate will also be developed.

Estimated Task 2 Budget $11,500

Task 3 – Preliminary Floodwall Geotechnical Stability Analysis

HEI will subconsult with Braun Intertec to review the slope stability of the existing Oak Grove Floodwall to determine if the current alignment meets FEMA Accreditation standards. Braun will also perform slope stability analysis on the new conceptual floodwall design to ensure the proposed alignment meets FEMA Accreditation standards. Braun proposes to utilize existing soil parameters from previously completed soil borings to perform this preliminary analysis.

Estimated Task 3 Budget $5,000

Basis of Proposal: This amendment covers the additional services as described above.

Fee: The total budget for the above described tasks is $24,000. Additional work required beyond the scope listed above will be billed at our current hourly rates.

Conditions: The work outlined in this amendment will be performed in accordance with the Agreement for Professional Services for City Project # FM-19-F0 dated May 6, 2019.

Upon receipt of written acceptance of this amendment, Houston Engineering, Inc. will begin performing the work outlined above.

HoustonEngineering Inc.

HOUSTON ENGINEERING, INC.

Michael P. Love, PE
Project Manager

H:\JBN\6000\6059\6059_0167\PM\FM-19-F0 Prof Services Agreement - Amendment No. 1 2019-9-22.docx

(11)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-15-K0 Type: Amendment #4

Location: Rosewood Addition Date of Hearing: 9/30/2019

Routing	Date
City Commission	10/7/2019
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, related to Amendment #4 in the amount of $1,730.00, for the integration of the lift station SCADA system into the Citywide storm lift station monitoring system.

Staff is recommending approval of Amendment #4 in the amount of $1,730.00, bringing the total contract amount to $600,359.00.

On a motion by Kent Costin, seconded by Ben Dow, the Committee voted to recommend approval of Amendment #4 to KLJ.

RECOMMENDED MOTION
Concur with the recommendation of PWPEC and approve Amendment #4 in the amount of $1,730.00, bringing the total contract amount to $600,359.00, to KLJ.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Flood Sales Tax (460)

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	Craig Nelson
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: Roger E. Kluck, PE, CFM Civil Engineer II

C: Brenda Derrig, City Engineer; Jody Bertrand, Division Engineer

Date: September 24, 2019

Subject: Project FM-15-K0, Rosewood Area – Contract Amendment #4

Background:

Contract Amendment #4 covers the integration of the lift station SCADA into the citywide storm lift station monitoring system. The cost for this work item is estimated at $1,730.00.

The proposed Contract Amendment #4 provided by KLJ totals $1,730.00.

A letter provided by KLJ Engineering is attached to this memo.

Recommended Motion

Approve Contract Amendment #4 with KLJ Engineering in the amount of $1,730.00 for additional work associated with the integration of the lift station SCADA system. The current contract amount is $598,629.00 and the requested contract amendment is $1,730.00, for a new engineering services contract amount of $600,359.00.

RK/klo
Attachment

Roger Kluck

From: Scott Middaugh <Scott.Middaugh@kljeng.com>
Sent: Wednesday, September 11, 2019 12:13 PM
To: Roger Kluck
Cc: Matthew Jennings
Subject: FM-15-K1 SCADA Integration
Attachments: Supplement 4 Fee.pdf

Roger,

Per your request we have received a quote from Sweeney to perform the SCADA integration for the Rosewood Lift Station. Please see the attached amendment request for the work.

Feel free to call with any questions.

Thanks,

Scott Middaugh PE
KLJ
701-271-4871 Direct
701-799-5639 Cell
3203 32nd Ave S Suite 201
Fargo, ND 58103-6242
kljeng.com

AMENDMENT TO ENGINEER-OWNER AGREEMENT
Amendment No. 4

Background Data

a. Effective Date of Engineer-Owner Agreement: September 10, 2018

b. Engineer: Kadrmas, Lee & Jackson

c. Owner: City of Fargo

d. Project: City of Fargo Improvement District FM-15-K0

e. This Part of the Project: Design & Construction Engineering

Nature of Amendment (check all that apply)

- ☒ Additional services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications to payment to Engineer
- ☐ Modifications to time(s) for rendering Services

Description of Modifications

SCADA integration of LS #30. See attached scope of services

Agreement Summary

a. Original agreement amount:	$366,035.00
b. Net change for prior amendments:	$232,594.00
c. This amendment amount:	$1,730.00
d. Adjusted Agreement amount:	$600,359.00

Engineer and Owner hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is September 17, 2019.

ENGINEER: Kadrmas Lee & Jackson, Inc.	OWNER: City of Fargo
By: Mark Anderson	By: Tim Mahoney
Title: Vice President	Title: Mayor
Date Signed: 10/1/2019	Date Signed:

3203 32nd Avenue South, Suite 201
Fargo, ND 58103-6242
701 232 5353
KLJENG.COM

September 11, 2019

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

Re: FM-15-K1 – SCADA Integration of LS #30

Dear Mr. Kluck:

The City of Fargo has requested that KLJ subcontract with Sweeney Controls to complete the SCADA integration on the referenced project. Please see the attached scope of work that Sweeney has provided along with their fee and KLJ's additional costs.

In all, this change will increase the project contract by $1,730, for a total of $600,359.

We are requesting a contract amendment for this additional work. If you have any questions, please feel free to contact me at 701.271.4871 or scott.middaugh@kljeng.com.

Sincerely,

KLJ

Scott Middaugh
Project Manager

Enclosure(s): Fee Breakdown, Sweeney Controls Scope of Work
Project #: 14415104

KLJ Project Name:	
KLJ Project Number:	14415102

Project Budge KLJ

Job Classification:		Engineer IV			
Task Code	Description	Middaugh, Scott L	DIRECT LABOR Subtotal	Subconsultant Fee	TASK TOTAL
3.1	Construction Administration	$ 190.00			
	Project Management	2	$ 380.00	$ -	$ 380.00
			$ -	$ -	$ -
			$ -	$ -	$ -
		2	$ 380.00	$ -	$ 380.00
3.6	SCADA Intergration				
	Sweeney Controls		$ -	$ 1,350.00	$ 1,350.00
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ 1,350.00	$ 1,350.00
		2	2		
			$ 380.00	$ 1,350.00	$ 1,730.00

0 maximum (Meals $35- Lodging $115)

nent, rental/subscriptions, mileage... etc.

SWEENEY
CONTROLS COMPANY
Meeting The Needs • Exceeding The Expectations

234 28th Street S
Fargo ND 58103

T. 701-232-3644
F. 701-232-3635
www.sweeneycontrols.com

September 5, 2019

Mr. Mathew Jennings
KLJ Engineering

Quote Number: 3911

RE: Lift Station Master Site Programming Integration
Fargo, ND

Matt,

We propose to supply the following services for the above referenced project.

One (1) Lot Master Site programming for adding the #30 Storm Lift Station into the SCADA system. The master site Ignition software screens will be identical to other existing lift station sites.

Existing Software is also assume to have tag or screen space to add lift station site. No additional software has been quoted.

Total lump sum price.....$ 1,350.00

Price **does not** include installation unless specifically stated, conduit, field wiring, shipping or applicable taxes.

By accepting this quotation you agree to our terms and conditions. Pricing will be honored for 60 days from above quoted date.

If you have any questions or comments, please feel free to contact me at 1-800-743-6536.

Sincerely,

Mike Phillips

Mike Phillips | mphillips@sweeneycontrols.com

Contract Acceptance:

By signing below, or by returning your executed purchase order on these same terms, you have accepted the foregoing Scope Letter and the attached Terms and Conditions and this document becomes a legal and binding contract between the parties.

By:_____

Print name:_____

Its: (title)_____

Date: _____

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

(12)

September 27, 2019

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

Re: Access Agreement – Field Survey
Flood Mitigation Project #FM-19-E

Dear Commissioners:

Accompanying for City Commission review and approval is an Access Agreement with the David J. Clardy in association with Flood Mitigation Project #FM-19-E.

1349 Elm Circle N – David J. Clardy

RECOMMENDED MOTION:
Approve Access Agreement with David J. Clardy.

Please return a copy of the signed original.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Nathan Boerboom

ACCESS AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of Sept. 2019, by and between **THE CITY OF FARGO, NORTH DAKOTA,** a municipal corporation, referred to as "City", and the undersigned, referred to as "Owner(s)".

1. City requires access to Owner's property to facilitate field surveys, soil testing, and parcel review to facilitate flood mitigation efforts.

2. Owner is the fee simple Owner of the property or otherwise has authority to enter into this Agreement.

3. Owner agrees to allow City's employees, officers, agents, representatives, and contractors to enter upon and access to Owner's property for the purpose of conducting parcel review, soil sample boring and other miscellaneous soil testing procedures, field surveys, staking and visual observation.

4. City's right to access the property begins immediately and will continue until November 30, 2019.

5. City agrees that no property damage will be caused by the access and that the property will be returned to its original condition as nearly practicable if modified in any way.

6. City agrees to indemnify and hold Owner harmless from any and all claims, demands, suits or losses that may result from City's negligence on the property arising out of this agreement.

PROPERTY ADDRESS:

1349 Elm Circle N, 58102

OWNER(s):

David J Clark

THE CITY OF FARGO, NORTH DAKOTA
a municipal corporation

Timothy J. Mahoney, M.D., Mayor

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE (13)

Type: Encroachment Agreement

Location: 701 University Drive North

Date of Hearing:9/30/2019

Routing	Date
City Commission	10/7/2019
PWPEC File	X
Project File	Kristy Schmidt

The Committee reviewed a communication from Civil Engineer, Kristy Schmidt, regarding a request for an Encroachment Agreement into the right of way at 701 University Drive North. This is an existing, undocumented encroachment of steps for the building.

Staff has reviewed the request and is recommending formalizing the existing encroachment with the following stipulations:

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

On a motion by Ben Dow, seconded by Bruce Grubb, the Committee voted to recommend approval of the Encroachment Agreement at 701 University Drive North contingent upon $500 application fee, Certificate of Insurance, and attorney review.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the Encroachment Agreement.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: N/A

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	Craig Nelson
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: Kristy Schmidt, Project Engineer

Date: September 24, 2019

Re: 701 Brew LLC at 701 University Drive North Encroachment

Background:

Attached you will find a request for the encroachment for 701 University Drive North. This is an existing undocumented encroachment of steps for the building. The Owner is asking for a 12.3' wide by 73.5' in length Encroachment Agreement for the stairway encroachment (see attachments showing the area).

Staff is recommending formalizing this existing encroachment with the following stipulations:

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

Recommended Motion:

Consider request to waive the annual fee and approve the encroachment request at 701 University Drive North, contingent upon the Owner signing the Agreement, $500 application fee and providing the Certificate of Insurance.

KLS/klb
Attachments

C: Jill Kostolanyi, Chris Hawley Architects

EXHIBIT

DESCRIPTION

A tract of land situated in the Seventh Avenue North right-of-way and adjacent to and southerly of Lot One, Block Seven of HARWOOD'S ADDITION to the City of Fargo, Cass County, North Dakota more particularly described as follows:

Commencing at the southwest corner of said Lot One, Block Seven of HARWOOD'S ADDITION, according to the recorded plat thereof, said County; thence, along an assumed bearing of North 87 degrees 39 minutes 50 seconds East along the southerly line of said Lot One a distance of 22.06 feet to the point of beginning; thence continuing North 87 degrees 39 minutes 50 seconds East, along said southerly line a distance of 16.50 feet; thence South 02 degrees 20 minutes 10 seconds East a distance of 5.50 feet; thence South 87 degrees 39 minutes 50 seconds West along a line parallel with said south line of Lot One a distance of 16.50 feet; thence North 02 degrees 20 minutes 10 seconds West a distance of 5.50 feet to the point of beginning.

Said tract contains 91 square feet, more or less.

CERTIFICATION

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

REGISTERED PROFESSIONAL LAND SURVEYOR
JOSHUA J. NELSON
LS-27292
DATE 9/23/19
NORTH DAKOTA

JOSHUA J. NELSON, PLS

REG. NO. LS-27292 DATE: 9/23/19

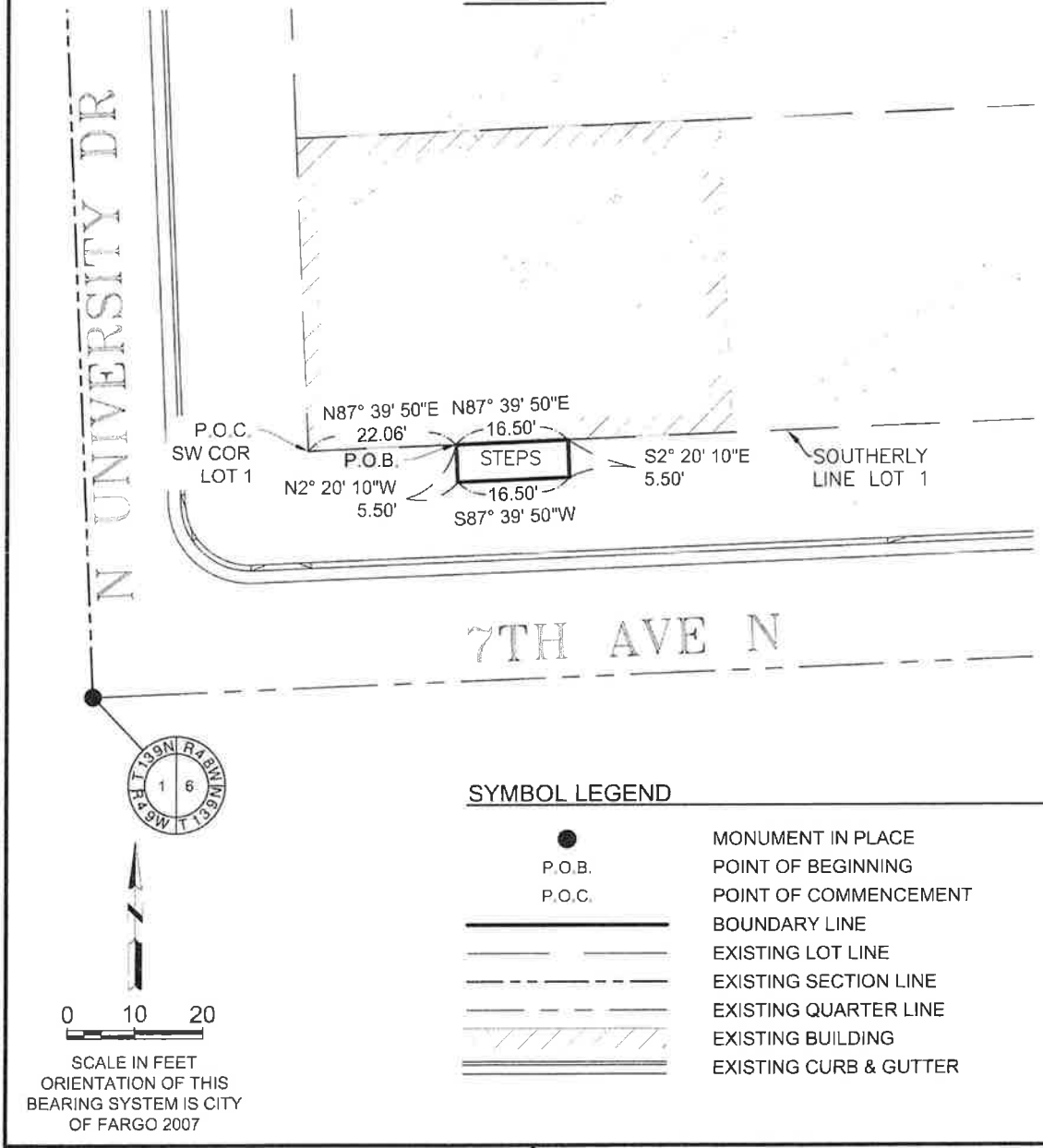
Mead & Hunt
8 Seventh Street N
Fargo, ND 58102
Phone: 701-566-6450
meadhunt.com

Drawn By: LSJ
Checked By: GAN
Approved By: JJN

CHA ARCHITECTURE
701 BREW
ENCROACHMENT EXHIBIT
FARGO, NORTH DAKOTA

M&H NO.: 4664642-192700.01 DATE: 9-23-2019
DWG NAME: 192700 Exhibit.dwg SHEETS: 1 OF 2

EXHIBIT



SYMBOL LEGEND

●	MONUMENT IN PLACE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	BOUNDARY LINE
	EXISTING LOT LINE
	EXISTING SECTION LINE
	EXISTING QUARTER LINE
	EXISTING BUILDING
	EXISTING CURB & GUTTER

Mead & Hunt
8 Seventh Street N
Fargo, ND 58102
Phone: 701-566-6450
meadhunt.com

Drawn By: LSJ
Checked By: GAN
Approved By: JJN

CHA ARCHITECTURE
701 BREW
ENCROACHMENT EXHIBIT
FARGO, NORTH DAKOTA

M&H NO.: 4664642-192700.01 DATE: 9-23-2019
DWG NAME: 192700 Exhibit.dwg SHEETS: 2 OF 2

September 23, 2019

City of Fargo – Engineering Department
Attn: Kristy Schmidt, Civil Engineer II
225 4th Street North
Fargo, ND 58102

Re: 701 Restaurant
701 North University Drive
Fargo, ND 58102

Ms. Kristy Schmidt,

On behalf of the 701 owner group, CHA would like to request that the City of Fargo allow for the continued encroachment of the steps on the south side of the building located on Lot One, Block Seven of the Harwood's Addition into the City of Fargo's Right Of Way.

According to the City of Fargo's Encroachment Policy, existing encroachments in the Downtown Mixed Use (DMU) zone may be grandfathered in as exempt from an annual fee if the encroachment is an essential component to the building. On this basis, CHA would like to request that the annual fee be waived.

Regards,

Jill Kostolanyi
Chris Hawley Architects

Encl: **(1) Encroachment Description**
(2) Encroachment Survey

2534 South University Drive, Suite #3, Fargo, ND 58103 701.478.4600 ■ ch@chaarch.com ■

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.

701 University Drive North

1:564

9/24/2019 2:51:21 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

ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between **701 Brew, LLC**, a North Dakota Limited Liability Company, hereinafter referred to as 701 Brew, LLC" and **THE CITY OF FARGO, NORTH DAKOTA**, a North Dakota municipal corporation, hereinafter referred to as "City",

WITNESSETH:

WHEREAS, 701 Brew, LLC desires to encroach on a portion of right-of-way in Block 7, Lot 1, Harwoods, in Fargo, North Dakota owned by the City; and,

WHEREAS, the purpose of such encroachment is to allow 701 Brew, LLC to continue to have a stairway and canopy for the benefit of 701 Brew, LLC's property; and,

WHEREAS, 701 Brew, LLC has requested permission to encroach on the portion of the right-of-way shown in Exhibit "A", which exhibit is attached hereto and incorporated herein by reference, thus allowing it to utilize City right-of-way for such purposes; and,

WHEREAS, the Public Works Projects Evaluation Committee has approved such encroachment; and,

WHEREAS, the Board of City Commissioners of the City of Fargo has approved such encroachment; and,

WHEREAS, 701 Brew, LLC has agreed to execute this agreement required by City to permit private facilities to encroach on public right-of-way.

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

1. 701 Brew, LLC is hereby granted the right to encroach and use a portion of the right-of-way of the above-mentioned, said encroachment being for the purpose of a stairway and canopy, and said encroachment to consist of an approximate 5.50 feet wide by 16.50 feet long encroachment in the public right-of-way described in Exhibit "A".

2. It is the intent of this agreement that Owner may utilize City right-of-way for the purpose of a stairway and canopy.

3. 701 Brew, LLC agrees that it will, during any use of said public right-of-way, use due care to protect city streets, utilities and all other public property, minimize disruption to pedestrian travel, in accordance with MUTCD Standards and Specifications; and that upon discontinuance of use, 701 Brew, LLC will restore and replace all public property to its vegetated surface, or pay all costs above those that would be incurred by City to restore such surface.

4. 701 Brew, LLC shall be solely responsible for the inspection, repair and maintenance of the encroachment during the period of time the encroachment remains in the City right-of-way.

5. To the fullest extent permitted by law, 701 Brew, LLC agrees to further hold the City harmless against any and all expenses, demands, claims or suits for damages or injury of any kind that may be brought against the City, its officers, agents and employees, its property, streets, sidewalks, and any other municipal improvements arising from 701 Brew, LLC's encroachment

area by reason of the use of the public right-of-way as aforesaid. 701 Brew, LLC further agrees to pay any and all costs the City incurs to enforce this indemnity provision, including attorney's fees. 701 Brew, LLC also agrees to provide to City a certificate of insurance, 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.

6. This agreement is personal to 701 Brew, LLC and shall terminate upon sale, transfer or assignment. Subsequent owners may request permission to encroach, and enter into a separate agreement with City. City shall not withhold permission to encroach under the terms herein without due cause. The non-transferability of this Agreement is intended to assure the existence of the necessary insurance by the responsible party.

7. It is understood and agreed by and between the parties that this agreement and permission to encroach is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist.

8. It is specifically understood and agreed that the City retains authority to operate and maintain existing above ground and underground municipal facilities in the encroachment area. It is further understood and agreed that within ninety (90) days' written notice from the City, 701 Brew, LLC shall remove the encroaching private facilities as directed by City, allowing the City to re-take and to use the public rights-of-way. In the case of an emergency, as determined by City, the City may request the work be done immediately or within less than thirty (30) days. If 701 Brew, LLC fails to remove, relocate or restore, or otherwise comply with the direction of the City Engineer regarding the encroachment, the City may cause the work to be done, and the costs thereof shall be a lien against the property. The City's request to remove, relocate, or restore the encroachment will be in the City's sole discretion, but shall not be arbitrary or without reason.

9. It is specifically agreed between the parties that a copy of this Encroachment Agreement may be recorded.

10. 701 Brew, LLC agrees to pay City a $500 processing fee.

(Signatures on following pages)

Dated this 26 day of 9, 2019.

701 Brew, LLC

By: _____
Its: President

STATE OF NORTH DAKOTA)
) ss
COUNTY OF CASS)

On this 26 day of ~~October~~ September, 2019, before me, a notary public in and for said county and state, personally appeared Shelby Terstriep, to me known to be the president of 701 Brew, LLC, the entity described in and who executed the within and foregoing instrument and acknowledged to me that said entity executed the same.

MARIE E. PETRY
Notary Public
State of North Dakota
My Commission Expires June 14, 2023
(SEAL)

Marie E. Petry
Notary Public
Cass County, North Dakota
My Commission expires: June 14, 2023

Dated this _____ day of _____, 2019.

THE CITY OF FARGO, NORTH DAKOTA,
a municipal corporation

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

ATTEST:

_____
Steven Sprague, Auditor

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

On this _____ day of October, 2019, before me, a notary public in and for said county and state, personally appeared Timothy J. Mahoney, M.D. and Steven Sprague, to me known to be the Mayor and Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the North Dakota municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

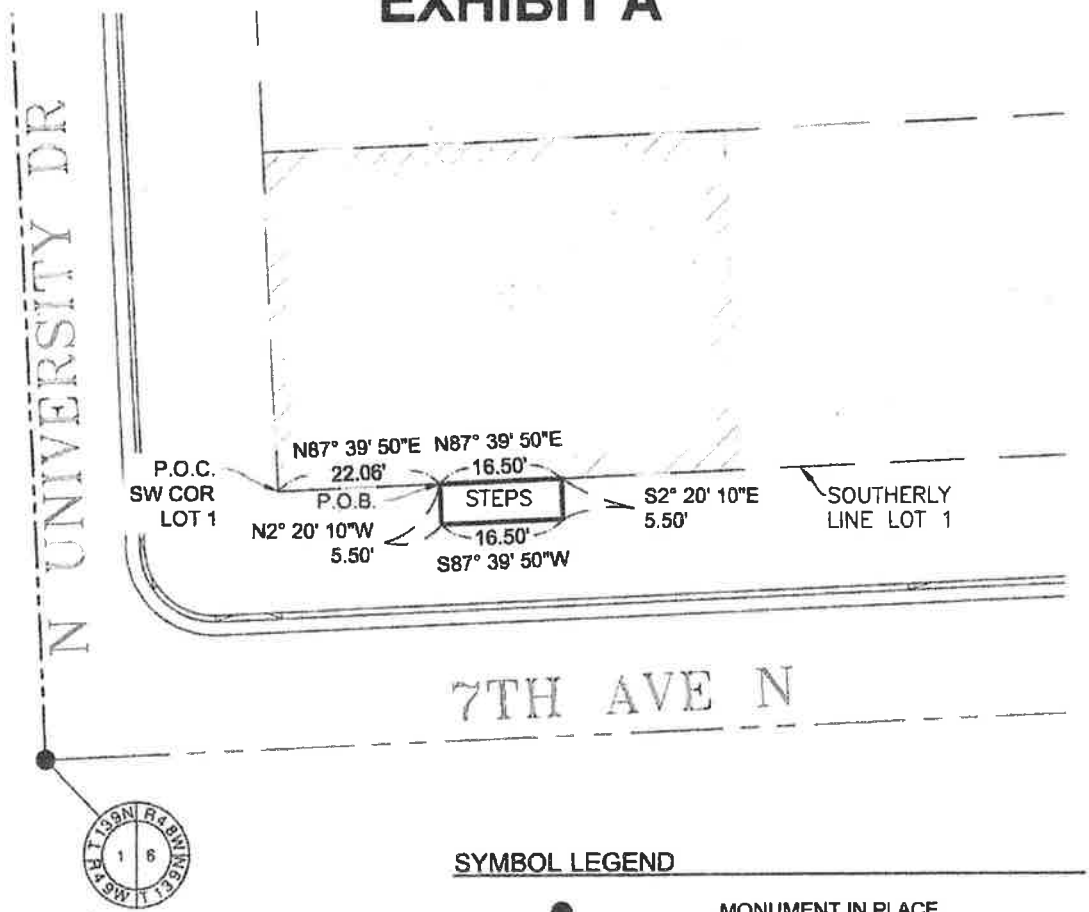
_____
Notary Public
Cass County, North Dakota
My commission expires: _____

(SEAL)

The legal description was prepared by:
Mead & Hunt
8 Seventh Street N
Fargo, ND 58102
701-556-6450

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

EXHIBIT A



0 10 20

SCALE IN FEET
ORIENTATION OF THIS
BEARING SYSTEM IS CITY
OF FARGO 2007

SYMBOL LEGEND

●	MONUMENT IN PLACE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	BOUNDARY LINE
	EXISTING LOT LINE
	EXISTING SECTION LINE
	EXISTING QUARTER LINE
	EXISTING BUILDING
	EXISTING CURB & GUTTER

Mead & Hunt
8 Seventh Street N
Fargo, ND 58102
Phone: 701-566-6450
meadhunt.com

Drawn By: LSJ
Checked By: GAN
Approved By: JJN

CHA ARCHITECTURE
701 BREW
ENCROACHMENT EXHIBIT
FARGO, NORTH DAKOTA

M&H NO: 4664642-192700.01 DATE: 9-23-2019
DWG NAME: 192700 Exhibit.dwg SHEETS: 2 OF 2

DESCRIPTION

A tract of land situated in the Seventh Avenue North right-of-way and adjacent to and southerly of Lot One, Block Seven of HARWOOD'S ADDITION to the City of Fargo, Cass County, North Dakota more particularly described as follows:

Commencing at the southwest corner of said Lot One, Block Seven of HARWOOD'S ADDITION, according to the recorded plat thereof, said County; thence, along an assumed bearing of North 87 degrees 39 minutes 50 seconds East along the southerly line of said Lot One a distance of 22.06 feet to the point of beginning; thence continuing North 87 degrees 39 minutes 50 seconds East, along said southerly line a distance of 16.50 feet; thence South 02 degrees 20 minutes 10 seconds East a distance of 5.50 feet; thence South 87 degrees 39 minutes 50 seconds West along a line parallel with said south line of Lot One a distance of 16.50 feet; thence North 02 degrees 20 minutes 10 seconds West a distance of 5.50 feet to the point of beginning.

Said tract contains 91 square feet, more or less.

CERTIFICATION

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

JOSHUA J. NELSON, PLS

REG. NO. LS-27292 DATE: 9/23/19

Mead & Hunt

8 Seventh Street N
Fargo, ND 58102
Phone: 701-566-6450
meadhunt.com

Drawn By: LSJ
Checked By: GAN
Approved By: JJN

CHA ARCHITECTURE
701 BREW
ENCROACHMENT EXHIBIT
FARGO, NORTH DAKOTA

M&H NO.: 4664642-192700.01 DATE: 9-23-2019
DWG NAME: 192700 Exhibit.dwg SHEETS: 1 OF 2

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(14)

Type: Encroachment Agreement

Location: 2901 Main Avenue

Date of Hearing: 9/30/2019

Routing	Date
City Commission	10/7/2019
PWPEC File	X
Project File	Kevin Gorder

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding a request for an Encroachment Agreement into the right of way at 2901 Main Avenue for an existing encroachment. The ownership of this parcel recently changed and was included in a replat of the area. The Owner will be able to continue to use the City right of way for parking, but in the event that they improve their property, they will be required to eliminate the encroachment and restore the area.

Staff has reviewed the request and is supportive of granting the request with the following standard stipulations:

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

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of the Encroachment Agreement at 2901 Main Avenue contingent upon $500 application fee, Certificate of Insurance, and attorney review.

RECOMMENDED MOTION

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

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	Craig Nelson
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: Kevin Gorder, Division Engineer

Date: September 24, 2019

Re: Encroachment Agreement with Farmers Union Oil Company
Petro Serve USA 2901 Main Avenue

The ownership of this parcel recently changed and included a replat of this area. During the replat process, we worked to formalize an encroachment agreement with the owners on the replat. The owners will be able to continue to use the City Right of Way for parking but in the event they improve their property, they will be required to eliminate the encroachment and restore the area.

Recommended Motion
Approve and sign the Encroachment Agreement.

Attachment

ENCROACHMENT AGREEMENT
(Canopy and Parking)

THIS AGREEMENT, made and entered by and between Farmers Union Oil Company of Moorhead, Minnesota, hereinafter referred to as Farmers Union or "Owner", and the **CITY OF FARGO, NORTH DAKOTA**, a North Dakota municipal corporation, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, Farmers Union desires to continue to encroach on a portion of City right-of-way as described below for purposes of maintaining a canopy and support structure which encroaches on the property described below; and,

WHEREAS, Farmers Union has requested permission to encroach on a portion of the airspace over the sidewalk below as hereinafter particularly described, thus allowing it to utilize City rights-of-way for such purpose; and,

WHEREAS, Farmers Union desires to continue to encroach on a portion of City right-of-way as described below for purposes of parking, which parking encroaches on the property described below; and,

WHEREAS, the Public Works Projects Evaluation Committee has approved such encroachment; and,

WHEREAS, Farmers Union has agreed to execute this agreement required by City for encroachment on City right-of-way.

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

1. Farmers Union is hereby granted the right to encroach and use a portion of the right-of-way, said encroachment being for the purpose of (1) a canopy and support structure; and (2) parking, both of which encroach into the Main Avenue right-of-way located as follows:

PARENT TRACT DESCRIPTION – EAST TRACT

Lot 2, Block 1, Lenthe's First Addition to the City of Fargo, Cass County, North Dakota.

DESCRIPTION – PROPOSED PARKING ENCROACHMENT EASEMENT- LOT 2:

That part of the right-of-way of Main Avenue lying adjacent to Block 1, Lenthe's First Addition to the City of Fargo, Cass County, North Dakota, described as follows:

A 10.00-foot wide strip of land lying southerly of and being coincident with the following described line:

COMMENCING at the southeast corner of Lot 2, said Block 1; thence South 87°47'47" West (assumed bearing), along the southerly line of said Lot 2, for a distance of 5.00 feet to the TRUE POINT OF BEGINNING of said line; thence continue South 87°47'47" West, along the southerly line of said Lot 2, for a distance of 80.00 feet and there terminating said line.

Said strip contain 800 square feet, more or less.

DESCRIPTION – PROPOSED CANOPY ENCROACHMENT EASEMENT- LOT 2

That part of the right-of-way of Main Avenue lying adjacent to Block 1, Lenthe's First Addition to the City of Fargo, Cass County, North Dakota, described as follows:

A 6.00-foot wide strip of land lying southerly of and being coincident with the following

described line:

> COMMENCING at the southeast corner of Lot 2, said Block 1; thence South 87°47'47" West (assumed bearing), along the southerly line of said Lot 2, for a distance of 177.00 feet to the TRUE POINT OF BEGINNING of said line; thence continue South 87°47'47" West, along the southerly line of said Lot 2, for a distance of 85.00 feet and there terminating said line.

Said strip contain 510 square feet, more or less.

2. It is the intent of this agreement that Owner may utilize City right-of-way for the purposes described in paragraph 1 above.

3. Owner agrees that it will, during any use of said public right-of-way, use due care to protect city streets, utilities and all other public property, minimize disruption to pedestrian travel, in accordance with MUTCD Standards and Specifications; and that upon discontinuance of use, Owner will restore and replace all public property to its condition prior to the commencement of such use of the public premises.

4. It is understood and agreed by and between the parties that Owner will be responsible for the repair or replacement of any public property which may be damaged or destroyed as a direct or indirect result of the use of the public rights-of-way for a canopy. Due to the overhang of the canopy, the property owner hereby accepts all maintenance responsibility for utilities, paving, sidewalk and the like located under the canopy.

5. Owner agrees to further hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, or any other municipal improvements by reason of the use of the public rights-of-way as aforesaid. The City shall be named as an additional insured on the Owner's liability insurance policy. Owner shall provide City with a Certificate of Insurance that

the City has been named as an additional insured on its liability insurance policy.

6. This agreement is personal to Owner and cannot be sold, transferred or otherwise assigned. This agreement shall immediately terminate upon Owner's sale, transfer or assignment of the encroaching property. Subsequent owners may request permission to encroach, and enter into a separate agreement with City. City shall not withhold permission to encroach under the terms herein without due cause.

7. It is understood and agreed by and between the parties that this agreement and permission to encroach is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist.

8. It is specifically understood and agreed that the City retains authority to operate and maintain existing above ground and underground municipal facilities in the encroachment area. In the event the City needs to permanently retake the encroachment area for public use, City will provide Owner written notice ninety (90) days in advance to remove the encroaching private facilities. Further, this agreement shall terminate if the encroaching property is repaired, reconstructed or improved at a cost of 25% or more of the market value of the property prior to such improvement or repair. If the encroaching property is damaged, market value will be determined as the value before the damage occurred.

9. It is specifically agreed between the parties that a copy of this Encroachment Agreement may be recorded.

10. Owner agrees to pay City a $500 processing fee. City will waive the annual fee for the encroachment.

(Signatures on following pages)

Dated this 26 day of July, 2019.

Farmers Union Oil Company of Moorhead, Minnesota

By Dan Fischer

Its President

STATE OF North Dakota)
) ss:
COUNTY OF Cass)

On this 26th day of July, 2019, before me, a notary public in and for said county and state, personally appeared Dale Fischer to me known to be the President of Farmers Union Oil Company of Moorhead, Minnesota, the entity described in and that executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)

JODY J. JACKSON
Notary Public
State of North Dakota
My Commission Expires June 25, 2020

Jody J Jackson
Notary Public
Cass County, North Dakota

CITY OF FARGO, NORTH DAKOTA,
a municipal corporation

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

ATTEST:

_____
Steven Sprague, City Auditor

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

On this ____ day of _____, 2019, before me, a notary public in and for said county and state, personally appeared **Timothy J. Mahoney, M.D.** and **Steven Sprague**, to me known to be the Mayor and Auditor, respectively, of the CITY OF FARGO, NORTH DAKOTA, a municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

_____
Notary Public
Cass County, North Dakota

The legal description was prepared by:
Houston Engineering,
1401 21st Avenue North
Fargo, ND 58102
701-237-5065

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

FARGODOME

15

October 2, 2019

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

Commissioners:

The Fargo Dome Authority requests your approval of the designation of sole-source provider for ICS General Contractor of Grand Forks, ND (ICS) for work on the mechanical system for the Magic Carpet II football turf system currently installed at FARGODOME. This would be for any work necessary on the mechanical system for the football turf related to repair/replacement of motors, pumps, chains, gears, belts, cobs, winches, controls, hydraulics, storage pit lid, etc.. ICS has been identified by AstroTurf as their preferred contractor on any work related to these items and is the local contractor most familiar with the systems. This request would be for a 15 month period from October 1, 2019 through December 31, 2020. ICS assisted AstroTurf with the initial installation of this system at FARGODOME in 2012, and has been the vendor recommended by AstroTurf when they are not able to get to Fargo for repairs to the system in a timely manner.

At their September 2019 meeting, the Fargo Dome Authority approved the motion to designate ICS Sole Source Provider status for this work for a 15 month period from October 1, 2019 through December 31, 2020. The City of Fargo Finance Committee also approved this request at their meeting on September 30, 2019.

Requested Motion: To approve the designation of Sole Source Provider for a 15 month period from October 1, 2019 – December 31, 2020 for ICS to service and repair the Magic Carpet II football turf mechanical system.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik
General Manager, FARGODOME

1800 North University Drive Fargo, ND 58102
Phone: (701) 241-9100 Fax: (701) 237-0987 www.fargodome.com

Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

ICS General Contractor

Estimated Dollar Amount of Purchase:

TBD

The project/service is required to:

To perform repair/replacement work on the mechanical football turf system at Fargodome to include necessary work on any of the motors, pumps, chains, gears, belts, cobs, winches, controls, hydraulics, storage pit lid, etc. associated with the system.

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

ICS General Contrator assisted AstroTurf during the installation of the mechanical system in 2012 at Fargodome and performed the installation of the mechanical system for the football turf at Alerus Center in Grand Forks. AstorTurf has stated that ICS is the only local contractor familiar with the mechanical system and recommends them as the contractor to be used when AstroTurf is not able to make it the location in a timely manner for any repairs.

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

N/A

ICS General Contractor is the organization recommended, and preferred, by AstroTurf, the original installer/manufacturer of the system.

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

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

N/A

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

N/A

Signature: _____
(Requestor)

Printed Name: Rob Sobolik

Department: Fargodome

Title: General Manager

Date: Sept 25, 2019

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

_____ **(Requestor initials)**

FARGODOME

16

October 3, 2019

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

Commissioners:

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

This project was bid by RL Engebretson in July of 2019, with the work to be completed from late August through October of 2019. Only two (2) interested firms responded to the Request for Proposal and both responses exceeded the original budgeted amount of $300,000 by at least 31%. The bid tabulation sheet for this project is attached. The feedback from those contractors polled, showed all of the interested contractors are very busy with their schedules for the remaining 2019 construction season, and are too busy to complete the job in 2019. Most felt they would be able to respond with a more favorable bid if the project was moved to first/second quarter of 2020.

After consultation with RL Engebretson, all feel it would be best to reject all bids for this project and re-bid the project in the first quarter of 2020 with the work to be completed in April and May of 2020 prior to the beginning of the baseball season.

At their meeting on September 30, 2019, the City of Fargo Finance Committee unanimously approved the motion to reject all bids received for the Newman Outdoor Field Re-roof project and to have the same project parameters re-bid.

SUGGESTED MOTION: Reject all bids received for the Newman Outdoor Field – Stadium Reroofing Project and re-bid in first quarter of 2020.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik
General Manager, FARGODOME

Attachment

1800 North University Drive Fargo, ND 58102
Phone: (701) 241-9100 Fax: (701) 237-0987 www.fargodome.com

Newman Outdoor Field - Stadium Reroofing Project

Fargo, North Dakota

BID TABULATION - July 31, 2019 - 11:30 AM

Fargo City Hall
Meadowlark Room

R.L.Engebretson
ARCHITECTURE INTERIORS & CONSTRUCTION

CONTRACTOR	Bid Bond	Contractor's License	ADDENDA 1, 2	BASE BID 60-mil, 20-year warranty	Alt. G-1 90-mil, 20-year warranty	Alt. G-2 90-mil, 30-year warranty	Alt. G-3 paint exterior roof access ladders	Alt. G-4 paint exterior trellis steel	Alt. G-5 replace existing downspouts	Remarks
Herzog Roofing Detroit Lakes, MN	5%	x	x	**$ 391,985.00**	$ 36,280.00	$ 60,185.00	$ 4,500.00	$ 21,000.00	$ 30,965.00	They are busy for the remainder of the year and also have $6-7 back log of projects for next year. Waiting until next year may save money but only about $30,000. It's a gamble.
MJ Dalsin West Fargo, ND	5%	x	x	**$ 419,774.00**	$ 18,309.00	$ 22,295.00	no bid	no bid	no bid	See attached sheet They can do value engineering. We feel his ve suggestions would decrease the quality of the roofing system.
A&R Roofing West Fargo, ND										Too busy. They have big projects that keep getting pushed back.
Pierce Roofing & Sheet Metal Fargo, ND										Booked up for the year. If it was a Spring project they'd take a look at it.
Tecta America Dakotas Fargo, ND										Too busy to fit it in this year. Would provide a bid if the project was to wait until next year.

CITY OF Fargo

Finance Office
P.O. Box 2083
200 3rd Street North
Fargo, North Dakota 58107-2083
Phone: 701-241-1333
Fax: 701-241-1526

(17)

TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE KC

RE: MEMORANDUM OF UNDERSTANDING BETWEEN THE FARGO PARK DISTRICT AND THE CITY OF FARGO RELATING TO FLOOD RECOVERY FOR FEMA REIMBURSEMENT SUBMISSIONS

DATE: OCTOBER 3, 2019

The Fargo Park District is requesting that the City act as a sub applicant for purposes of processing spring flood emergency costs with FEMA. The North Dakota Department of Emergency Management endorses this concept for this event.

The attached memorandum of understanding details this arrangement and the City Finance staff are willing to accommodate this request.

Suggested Motion:

Approve a memorandum of understanding between the Fargo Park District and the City of Fargo for processing FEMA reimbursement for the spring 2019 flood event.

Printed on Recycled paper.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FARGO AND THE FARGO PARK DISTRICT

1. The parties of this agreement are the City of Fargo, ND and the Fargo Park District.

2. The purpose of this memorandum is to set forth the terms by which the City of Fargo would be willing to act as the "Subapplicant" on behalf of the Fargo Park District so they may submit eligible disaster related expenses for federal and state share reimbursements under the Public Assistance (PA) Program for Disaster Recovery (DR) 4444.

3. DR-4444 was declared by President Donald J. Trump on June 12, 2019 due to the high level of damages sustained to public infrastructure by the 2019 North Dakota spring flood. All eligible subapplicants that wanted to participate in the DR-4444 PA program needed to submit their Requests for Public Assistance (RPAs) no later than July 26, 2019. The Fargo Park District did not submit their RPA by the aforementioned deadline date, and must now have another local government as a "Subapplicant" on their behalf

4. This memorandum of understanding will authorize the Fargo Park District to submit eligible disaster related expenses under the DR-4444 PA Program with the City of Fargo acting as the "Subapplicant" for their projects in name only. The City will only be acting as a "Pass-Through" entity so the Fargo Park District may submit eligible costs for federal and state share reimbursements. The Fargo Park District will be held liable for all costs associated with their DR-4444 projects (federal, state, and local shares), as well as all administrative tasks, project management, construction management, construction itself, environmental conditions, reimbursement requests, and project closeout. If there are any issues associated with this project that may cause a loss of federal funding, an increase in cost shares, or any legal ramifications, the City will not be held liable for these issues in any way.

5. This agreement may be modified upon the mutual consent of both parties, if needed.

6. The terms of this agreement will remain in effect until all DR-4444 projects have been completed, all federal and state cost shares are reimbursed, any unused or misappropriated funds are deobligated, and all projects are officially closed by FEMA and the ND Department of Emergency Services.

7. This memorandum constitutes the entire agreement between the parties. There are no understandings, agreements, or representation, oral or written, not specified within this memorandum.

8. This contract is not effective until fully executed by both parties.

City of Fargo

Mayor or Authorized Representative

Date:

Fargo Park District

Director or Authorized Representative

Date: 05 SEP 19

CITY OF Fargo Fire Department

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MEMORANDUM

TO: **BOARD OF CITY COMMISSIONERS**

FROM: **FIRE CHIEF STEVE DIRKSEN**

DATE: **OCTOBER 7, 2019**

SUBJECT: **FIRE DEPARTMENT GRANT ACCEPTANCE FROM NORTH DAKOTA DES**

The North Dakota Department of Emergency Services (NDDES) – Division of Homeland Security has approved a grant application for the FY 2019 State Homeland Security Grant Program in the amount of $188,550.00. Items that will be purchased are confined space communications kits, hazardous materials monitors, technical rescue training, and other authorized equipment.

RECOMMENDED MOTION: Approve the Fire Department budget adjustment and contract with the North Dakota Division of Homeland Security for grant funding in the amount of $188,550.00 for the purchase of Regional Response Equipment and Training. (CFDA #97.067)

SD/ab
Enclosures (2)

Cc: Kent Costin

637 NP AVENUE • FARGO, NORTH DAKOTA • 58102
PHONE: 701-241-1540 • FAX: 701-241-8125
Website http://ci.fargo.nd.us/fire

North Dakota Department of Emergency Services Division of Homeland Security PO Box 5511 Bismarck, ND 58506-5511 **NOTICE OF GRANT AWARD**	**ND DHS Director:** Cody Schulz PO Box 5511 Bismarck, ND 58506-5511 **Recipient Contact Name:** Debbie LaCombe Telephone: 328-8100
Title of Grant Program: FY 19 State Homeland Security Grant Program	
Federal Award Identification Number: EMW-2019-SS-000033-S01	**Federal Award Date:** September 1, 2019
Federal Awarding Agency: U.S. Department of Homeland Security	
CFDA No. 97.067 Homeland Security Grant Program	**Federal Award to NDDES:** $4,077,500.00

Subrecipient Name and Address: Fargo Fire Department 637 NP Ave Fargo, ND 58102 **Subrecipient Contact Name:** Mr. Steve Dirksen Telephone: 701-241-1540 Subrecipient DUNS Number: 070265871	**Grant Number** 3	**County/Tribe** Cass	
	Performance Period From: September 26, 2019		Through: February 28, 2021

Financial Information Amount of Financial Assistance	**Grant Amount** $188,550.00	**Subrecipient Cost Share**	**Total Project Cost** $188,550.00

All Grant Award payments are processed upon receipt of expenditure reports unless otherwise specified in Special Conditions.

Scope of Service: The intent of NDDES in providing this award is to enhance the capability of the subrecipient to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events in accordance with the Guidance for this grant program and in accordance with the subrecipient's application. This award is limited to the approved budget located online in DES Grants.

Reporting Requirements: Project Status Reports on project must be submitted to NDDES on a quarterly basis through the NDDES Grants Management Software. Reports are due January 15, April 15, July 15 and October 15 for the life of the grant. A final report is due with the final reimbursement request.

Special Conditions: The above grant project is approved subject to the special conditions or limitations as indicated on the attached page.

This award is subject to the terms and conditions incorporated either directly or by reference in the following:

1) Fiscal Requirement and Other Program Rules, Regulations, Laws, and Policies for Federal Programs which can be found at https://grants.des.nd.gov/site/HSGP.cfm
2) Applicable Federal and State laws and regulations
3) The recipient agrees that all allocations and use of funds under this grant will be in accordance with the Federal/State Notice of Funding Opportunity for this grant program.

This contract is not effective until fully executed by both parties. By signing below you are accepting the terms and conditions of the award. Please make sure you read and understand these documents before signing. Maintain a copy of these documents in your official file for this award.

Evidence of Subrecipient's Acceptance		**Evidence of DES Approval**	
Signature	Date 9/27/19	 Signature	Date: 9/26/2019
Typed Name and Title of Authorized Representative Steven J. Dirksen Fire Chief		**Typed Name and Title of Authorized Representative** Cody Schulz Director	

SPECIAL CONDITIONS

1. No Federal funds will be disbursed to the sub-recipient until a signed grant award document has been signed and uploaded to the online DES Grants software program.

2. This award document constitutes the operative document obligating and reserving the Federal funds for use by the sub-recipient in execution of the award. The sub-recipient should affirm its timely utilization of the award by signing the award document within 7 days from the date of the award.

3. The sub-recipient will follow their approved cost lines and will request prior written approval from NDDES for any budget revisions. Budget revisions will only be allowed for items or services already on the approved budget (increase/decrease in quantity or cost).

4. The sub-recipient shall be reimbursed only upon receipt of a Reimbursement Request with supporting documentation (i.e., invoices and proof of payment, quotes) for the allowable equipment, planning, training, and exercise items. Request must be submitted online through the DES Grants software program.

5. Any deviation of the Scope of Service and expenditure of funds on items not in the approved cost lines, without prior written NDDES approval, will result in grant funds requested being denied.

6. At the conclusion of the period of performance, unexpended funds will be de-obligated. By signing the Notice of Grant Award, the sub-recipient is authorizing NDDES to reallocate and/or expend the de-obligated funds on program costs.

7. Sub-recipient is required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (CFR) Part 200.

8. Sub-recipient must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

9. Sub-recipient must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on the Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA.

Initial

THE CITY OF Fargo FAR MORE

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

Public Health
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19

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: SEPTEMBER 23, 2019

RE: NOTICE OF GRANT AWARD FROM NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR THE IMPLEMENTATION OF A REGIONAL PUBLIC HEALTH OPIOID NETWORK FOR $26,000 GRANT NUMBER G19.381, CFDA 93.354

The following Notice of Grant Award – Restricted Funding is for an additional $26,000 from the North Dakota Department of Health and Human Services for the implementation of a Regional Public Health Opioid Network.

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

Suggested Motion: Move to approve the award from North Dakota Department of Health and Human Services

DF/lls
Enclosure

NOTICE OF GRANT AWARD - RESTRICTED FUNDING

NORTH DAKOTA DEPARTMENT OF HEALTH

SFN 59920 (04-2019)

Grant Number	CFDA Name		CFDA Number
G19.381	Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response		93.354
FAIN Number	Grant Type (Check One)	Grant Start Date	Grant End Date
NU90TP921974	☒ Program ☐ R&D	9/15/2019	11/30/2019
Federal Award Date	Federal Awarding Agency		
8/29/2018	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 Regional Public Health Network Opioid Implementation	North Dakota Department of Health (NDDoH) Project Code 1151 HLH 3861-11
Grantee Name Fargo Cass Public Health	Project Director Kelly Nagel
Address 1240- 25th Street South	Address 600 East Blvd Ave.- Dept. 301
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck ND 58505
Contact Name Desi Fleming	Contact Name Kelly Nagel
Telephone Number 701-241-1360	Telephone Number 701-328-4596
Email Address dfleming@fargond.gov	Email Address kjnagel@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	$26,000	$0.00	$26,000
Previous Funds Awarded	$0.00	$0.00	$0.00
Total Funds Awarded	$26,000	$0.00	$26,000
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimus rate of 10%	☐ Negotiated/Approved rate of %

Scope of Service

Grantee shall expand network planning, coordination and shared services to include opioid overdose prevention and response related activities based on the network's identified needs. In addition, the network will identify a staff person within the network who has experience implementing opioid overdose prevention and response related strategies to serve as the lead contact and coordinator.

Reporting Requirements

Grantee will submit monthly expenditure and progress reports in the Department's Program Reporting System. Final expenditure and progress report for the period ending November 30, 2019 must be received by December 15, 2019. Reimbursement will be processed upon Department approval of expenditures and progress report.

Special Conditions

Funding for this award is restricted to $26,000 until such time as the Federal Award is updated to reflect a redirect of funds. The Department will reimburse expenses for scope of work performed as of September 15, 2019 once the restriction has been lifted. The Department will send notification when the restriction has been lifted. Financial obligation of the Department is contingent upon funds being made available by Centers for Disease Control through the Opioid Crisis Cooperative Agreement. This notification serves as official documentation and should be filed with the Notice of Grant Award for documentation.

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

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 9/23/19	Signature Desi Fleming	Date	Signature
Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Kelly Nagel, Director, Systems and Performance	
Date	Signature	Date	Signature
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)

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: SEPTEMBER 23, 2019

RE0: AGREEMENT AMENDMENT FOR SERVICES WITH ERICA FRANK FOR AN ADDITIONAL $485 TO IMPLEMENT A HEALTHY CONVENIENCE STORE PROJECT AT THE COMMUNITY FAMILY MARKET.

The attached Agreement Amendment for Erica Frank for an additional $485 to implement a health convenience store project at the Community Family Market.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the Agreement Amendment for Services with Erica Frank.

DF/lls
Enclosure

THE CITY OF Fargo

CONTRACT AGREEMENT FOR SERVICES

(AMENDMENT)

Public Health
Fargo Cass Public Health

THIS AGREEMENT, effective the 27th of August, 2019, by and between Fargo Cass Public Health ("FCPH"); and Erica Frank,

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

A. **Term of Agreement:** The parties entered into a written agreement for the period of January 17, 2019, through September 30, 2019.

B. **Statement of Work:** The original contract was for the independent contractor to work closely with the Stock Healthy Shop Healthy Task Force and the Cass Clay Food Partners to implement a healthy convenience store project at the Community Family Market. They will work with storeowner and partners to develop ideas and a "retail makeover" plan which includes internal and external store design (layout, lighting, visual aspects, etc.), branding/logo design, ethnic considerations, display ideas and ways to promote the sale of healthy items. The amendment covers these services in addition to the above: provide consultation to begin implementation of "retail makeover" plan mentioned above, consult with construction manager and identify appropriate materials and supplies needed to implement of design ideas, work with local artist(s) on mural design for outside of store, etc.

C. **Reimbursement:** The independent contracting consultant was originally contracted to be reimbursed $2,100 to develop a plan, the amendment will add an additional $485 to begin implementation of the plan. The contractor will submit invoices not to exceed $2,585 during the contract period.

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 to be an employee of Fargo Cass Public Health for any other purpose.

B. This service agreement shall be governed by the laws of the State of North Dakota. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.

C. It is understood any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.

D. Services including printing and other miscellaneous costs may be discussed and agreed to by the parties as needed.

In Witness thereof this contract agreement has been executed between the Consultant and Fargo Cass Public Health on the date-executed below

Fargo Cass Public Health

By _____
Desi Fleming
Director of Public Health

Date 9/23/19

By _____
Timothy J Mahoney
Mayor, City of Fargo

Date _____

FM Metropolitan Council of Governments

By _____
Erica Frank
Independent Contractor

Date 9/8/19

OFFICE USE:
Contract Originator: Kim Lipetzky
Division:Health Protection and Promotion
Sub Category:

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: SEPTEMBER 23, 2019

RE0: AGREEMENT FOR SERVICES WITH MISSIONTRACKER FOR SOFTWARE FOR HARM REDUCTION PROGRAMS FOR $4,788 A YEAR.

The attached Agreement for services provided by MissionTracker for customized software for Harm Reduction Program. The term is for 36 months for $4,788 annually.
No budget adjustment is required for this contract.

Suggested Motion: Move to approve the Agreement with MissionTracker LLC.

DF/lls
Enclosure

MISSIONTRACKER SERVICE AGREEMENT

This Agreement (this "Agreement"), dated July 17, 2019 to become effective as of July 7, 2019 (the "Commencement of Services Date") is made by and between **MissionTracker, LLC** (hereinafter the "Company") a software development company located in Eau Claire, Wisconsin, and Fargo Cass Public Health – Harm Reduction Division (the "Customer") a government organization located in Fargo, ND sometimes herein collectively referred to as the "Parties" or individually as a "Party".

1. MISSIONTRACKER SITE AND RELATED SERVICES.

1.1 MissionTracker System; Services. Company agrees to provide a web- and cloud-based resident tracking system known as "MissionTracker", together with any applicable related modules (hereinafter collectively referred to as "MissionTracker"), as described on Exhibit A (collectively the "Services"), which is attached hereto and incorporated herein by reference, to Customer. Company acknowledges and agrees to provide Company's own equipment and other materials at Company's own expense for the servers and cloud infrastructure, including security certificates, required for Company to provide the Services. Customer shall be responsible for providing their own computers, tablets, and scanning devices, as applicable, to be used to access the Services at Customer's location.

1.2 Customization. Any customization of MissionTracker requested by Customer shall be agreed upon by the Parties in writing in advance and the current charges for such customization are set forth in the attached Exhibit A or attached Proposal. The initial customization of MissionTracker to be provided by Company under this Agreement (including any charges therefor), if any, is set forth in the attached Exhibit A and/or or attached Proposal and the charges for such customization are also set forth in the attached Exhibit A and/or attached Proposal. With the exception of pre-paid customizations, the receipt of final payment from Customer for any customization or update completed by Company shall constitute the final acceptance of the customization or update by Customer and, upon such receipt, Company shall be released from any and all future liability for such customization or update. All customizations requested by Customer will adhere to a strict process including the quotation, scheduling, development, testing, and approval by Customer.

Any installation of MissionTracker that is customized may be subject to a five (5) hour manual update for each major release of the MissionTracker system (1.5, 1.6, 1.7, and so forth). This determination will be made by Company/MissionTracker based on the number of files customized (for Customer) and how many of them will be affected by the software upgrade or major release. Customizations are oftentimes separate from the scope and product outlined by MissionTracker, therefore risk is incurred by Company when pushing version updates. Customer agrees that by having MissionTracker customized to their needs, Company may contact Customer to verify compatibility and to verify if any time will be required to manually upgrade Customer's installation of MissionTracker in order for it to remain up-to-date with MissionTracker version releases. Customer may oppose said update at their discretion, however Customer will not be eligible for the update or subsequent future updates. Company agrees to spend 1 hour evaluating Customer's installation of MissionTracker, as a free service, per upgrade or major release of MissionTracker. If additional time is necessary to complete the manual update, Company will then provide to Customer a formal estimate of the cost and time (not to exceed 4 hours of development time) for such manual update, per software version release, to ensure Customer's installation of MissionTracker will be upgraded seamlessly and Customer shall be responsible for the cost set forth in the estimate if Customer chooses to update Customer's installation of MissionTracker.

1.3 Technical Support and Training. Upon request by Customer, Company will provide technical support and training support for the MissionTracker system and the Services at a time and place to be mutually agreed upon by the Parties. The costs for such technical support and training support are set forth in the attached Exhibit A.

1.4 Ownership of MissionTracker. Company shall retain all right, title and interest in (including, e.g., any copyright and other intellectual property rights conferred under any other applicable intellectual property or other laws) the MissionTracker system (including any customizations thereto pursuant to Section 1.2), the source code therefor, and all modules thereof (including any module which has been customized as provided herein above). Customer shall not duplicate, copy, or reuse any portion of the HTML, CSS, JavaScript, or visual design elements without express written permission from Company. Company reserves the right to, but shall not be obligated to, upgrade, modify, remove features from, or otherwise improve the MissionTracker system and the Services at any time at Company's sole discretion without notice to Customer. Customer acknowledges and agrees that any content of any written or oral reports to Company and any other related materials, information, ideas, concepts, and know-how relative to the MissionTracker system or the Services shall be the property of Company and may be used by Company for any and all business purposes. To the extent that any assignment of such materials is required or recommended under any applicable law, Customer hereby agrees to execute an assignment of such materials upon request by Company. Under no circumstance shall Company be liable to any payment to Customer in connection with any such materials or their use.

1.5 Use of MissionTracker System and Related Services. Customer shall have unlimited use of the MissionTracker system and the Services for Customer's employees and agents and shall have the ability to maintain and store an unlimited number of records in their system, provided, however, that such use and data storage shall be limited solely to storage of Customer's MissionTracker data by Customer's employees, staff, volunteers, and agents. Under no circumstance shall Customer, or its employees, staff, volunteers, and agents use the MissionTracker system or Services on behalf of any other third party.

1.6 Backup of Customer Data. Company will cause any Customer data entered into the MissionTracker system or entered through the use of the Services hereunder to be backed up on a nightly basis; if a nightly backup is unavailable or unable to be processed due to circumstances beyond the control of Company, then Company will complete such backup as soon as such unavailability or inability is reasonably resolved. Company agrees to provide secure electronic access (upon request) to the location of Customer's backup files. All backups of Customer data will be secured pursuant to the provisions of Section 1.7 of this Agreement. Company agrees Customer shall own all right and title to the backup files referenced in this agreement.

1.7 Security of Customer Data. Company represents and warrants to Customer that Company presently maintains, and will continue to maintain and periodically test the efficacy of, data security measures protecting Customer's data contained within or stored on Company's servers that comply with any applicable statutes or regulations, including, but not limited to, utilizing data encryption, secured (HTTPS) access to such data (such that any and all requested connections without HTTPS enabled will be rejected by Company's servers), utilizing permission management systems (Access Control Lists) (provided that, when used, Customer shall be solely responsible for properly using such lists at Customer's location and providing Company with the list of permissions to be used), and authentication systems using usernames and passwords (with all passwords encrypted both when stored and when transmitted). Notwithstanding the foregoing,

Customer acknowledges and agrees that (a) the MissionTracker system and the Services are provided strictly on a "as is" and "as available" basis; (b) that Customer's use of the MissionTracker system and related Services is at Customer's sole risk; (c) Company cannot provide any guaranty of the security of accounts and access to data and therefore Company provides no such guaranty; and (d) Company shall not be liable in any way for any data breaches affecting Customer's data, provided that commercially reasonable efforts have been taken by Company to prevent that same, and Company shall not be liable in any way for any data breaches which are the fault of Customer (including, but not limited to, data breaches due to the breach of usernames or passwords at Customer's site, unauthorized access to computers belonging to Customer, and any other acts or omissions of Customer, Customer's current and former employees, staff, volunteers, agents, residents, and clients). Each party shall promptly notify the other in the event of any security breach relating to Customer data.

1.8 Notice of Non-Compliance with HIPAA Standards. Company hereby provides specific notice that the MissionTracker system and the Services are not compliant with the currently applicable regulations defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). While Company will take reasonable measures to protect Customer data (as set forth in Section 1.7 of this Agreement above), compliance with such regulations is not typical for prospective clients of the Services and MissionTracker System, including, but not limited to, gospel rescue missions. Customer hereby represents and warrants that Customer will not use the MissionTracker system or the Services in any way that would require compliance with HIPAA or which would subject the MissionTracker system or the Services to HIPAA regulations. Customer shall indemnify and hold Company harmless against any claim, penalty, or fine arising out of Customer's violation of such representation and warranty of this Section.

1.9 Confidentiality. Each party acknowledges that it may be furnished with or may receive or have access to information or material that is considered confidential or proprietary by the disclosing party (the "Proprietary Information"). All such Proprietary Information and other business information and documents supplied by the receiving party to the disclosing party is proprietary and confidential and shall be treated as such. The receiving party covenants to keep, and to cause all of their employees and agents to keep, the Proprietary Information belonging to the disclosing party secret and not disclose it to any third party during the term of this Agreement and after the termination thereof. The parties agree to preserve the confidentiality of the Proprietary Information, whether disclosed to the other party before this Agreement is signed or afterward, by exercising reasonable care to prevent disclosure of Proprietary Information to any third party. The standard of reasonable care imposed on the parties for protecting the Proprietary Information received from the disclosing party shall be that degree of care that each party normally uses to protect against the unauthorized disclosure, publication or dissemination of its own Proprietary Information. The receiving party will not disclose or disseminate the Proprietary Information for its own benefit or for that of any third party. The parties agree that the Proprietary Information will be used by the receiving party, its agents or representatives, for the sole purpose of fulfilling the receiving party's obligations pursuant to this Agreement and will not be used to adversely affect or compete with, directly or indirectly, the business of the disclosing party. The use of the Proprietary Information to adversely affect or compete with, directly or indirectly, the business of the disclosing party, either during the term of this Agreement or thereafter, shall be deemed a breach of this Agreement. This Section shall survive and remain effective even after the termination or expiration of this Agreement for a period of five (5) years after such termination or expiration.

2. RELATIONSHIP OF THE PARTIES.

2.1 Company's relationship with Customer will be strictly that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Each of the Parties is solely responsible for all taxes, withholdings, and other similar statutory obligations related to its respective employees, agents, subcontractors, or others acting on its behalf arising out of the performance of Services under this Agreement.

3. FINANCIAL ARRANGEMENTS; TERM AND TERMINATION.

3.1 Payment for Services. Customer shall be invoiced for the Services under this Agreement on a rolling twelve (12) month basis. Payment for the MissionTracker system and all Services hereunder shall be paid in advance. An initial down payment, as defined in the attached Proposal, shall be due immediately upon execution of this Agreement by Customer. If any invoice is past due by thirty (30) days or more, Company reserves the right to charge a late fee of $75.00 per month (wherein a "month" is defined to be thirty days). If any invoice is past due by ninety (90) days or more, Company reserves the right to temporarily suspend any and all Services being provided to Customer, including the temporary suspension of Customer's right to use, or access data using, the MissionTracker system and any modules thereof. Said late fee shall become due and payable on the date falling thirty (30) days after the date on which payment of the invoice is due and any future monthly late fees shall become payable every thirty (30) days thereafter. A $150.00 re-activation fee will apply to reinstate an account which has been suspended. Initial monthly fee will commence no sooner than September 1st, 2018 or within 60 days of execution of this contract (whichever falls sooner).

3.2 MissionTracker Setup Charge. A non-refundable Setup Charge, as described in Exhibit A, if any, shall be due upon the execution of this Agreement by Customer.

3.3 Initial Payment by Customer. Initial payment is due upon execution of this Agreement by Customer, regardless of the status of any applicable domain name application or any other forces beyond the control of Company.

3.4 Term of Agreement; Auto-Renewal of Agreement. The initial term of this Agreement shall commence on the Commencement of Services Date and shall run for a period of thirty-six (36) months (the "Initial Term"). This Agreement shall automatically renew for successive periods of twelve (12) months each upon the expiration of the initial term or any renewal term of this Agreement (each a "Renewal Term"), unless notice of termination is provided by either Party to the other Party at least sixty (60) days prior to the expiration of the preceding initial term or renewal term, as applicable, of this Agreement. Unless otherwise agreed by Company and Customer in writing the service fee for the MissionTracker system and the Services hereunder shall remain the same for each twelve (12) month term, provided, however, that the Parties will agree upon any increase in the service fee payable in connection with any new modules or services to the MissionTracker system or the Services which are added at Customer's request. Customer may terminate this Agreement at any time during a Renewal Term upon sixty (60) day written notice; Company may terminate this Agreement at any time during a Renewal Term upon one hundred eighty (180) days notice.

3.5 Termination on Occurrence of Specific Events. This Agreement and the Services to be provided hereunder shall automatically terminate upon the occurrence of any of the following events: (i) bankruptcy or insolvency of either Party; (ii) sale or transfer of all or substantially all of the assets of Customer; or (iii) either Party ceases to do business. This Agreement shall remain in full force and effect if (i) either

Company or substantially all of the assets of Company (including the MissionTracker system) are sold or transferred to a third party; or (ii) there is a change in control of Company, wherein "change in control" shall be defined to mean an acquisition by a person or entity other than the current owners of Company of an ownership interest in, whether directly or indirectly, Company.

3.6 Termination upon Default of Other Party. This Agreement may be terminated by either Party at any time, without penalty, if the other Party fails to comply with, or otherwise breaches, the terms of this Agreement, including for non-payment of the fees due for the MissionTracker system or the Services.

3.7 Ownership of Data of Customer. Customer shall own all data it uploads or enters into the MissionTracker system and shall retain ownership of any content or materials that Customer uploads into the MissionTracker system or any server related thereto. Company will not sell, share, disclose, make available or otherwise use said content without Customer's express written consent. Upon termination of this Agreement, or upon request by Customer at any time, Company agrees to provide Customer with all data owned by Customer in flat-file CSV document format at Company's expense. Such data shall be provided to Customer by Company within fourteen (14) business days of the termination of this Agreement or Company's receipt of the request for such data by Customer. Notwithstanding the foregoing, in the event of a sale of Company or substantially all of its assets, or the sale of Company's MissionTracker business, to a third party, Customer hereby consents to the transfer of Customer data to the purchaser or transferee to the extent necessary to allow for Customer's continued use of the MissionTracker system and the Services.

3.8 Accuracy of Customer Data. Customer shall be solely responsible for ensuring the accuracy and completeness of the Customer data entered into the MissionTracker system or provided to Company in connection with the Services hereunder; Company shall have no obligation to confirm or otherwise review, analyze, or check any Customer data provided to Company prior to using such Customer data to provide results to Customer from the MissionTracker system or the Services. Since any inaccurate or erroneous Customer data will cause the output or results from the MissionTracker system and the Services provided to Customer to be inaccurate or erroneous, Customer shall be solely responsible for ensuring the accuracy of the output or results from the MissionTracker system and the Services; Company shall have no obligation whatsoever to confirm or otherwise review, analyze, or check any output or results provided to Customer in connection with the MissionTracker system and the Services. Customer shall be solely responsible for any inaccuracies or errors in either the Customer data or the output or results provided by Company using such Customer data.

3.9 Use by Third Parties. The use of the MissionTracker system and the Services hereunder shall be strictly limited to Customer and Customer's employees, agents, representatives, and volunteers. Customer shall not allow any third party to utilize the MissionTracker system or the Services at any time; any such use shall be considered unauthorized use of the MissionTracker system and the Services and shall constitute a breach of this Agreement.

4. CUSTOMER RESPONSIBILITIES.

4.1 Customer shall be responsible for maintaining a secure environment with respect to (a) the equipment running or accessing the MissionTracker system and (b) the use of the MissionTracker system, including, but not limited to, ensuring that access to any secure information or data entered into the MissionTracker system by Customer is strictly limited to persons which have been authorized by Customer to access such information. As used herein, "secure information" shall include resident information as well as

the login and password information used by Customer's employees or agents to access the MissionTracker system or the data entered therein. Under no circumstances shall Company be liable to Customer or any other person or agency for losses or damages, including any applicable fines or fees, resulting from Customer's failure to protect any secure information as required herein unless such loss or damage was the direct result of the negligence acts or omissions of Company or Company's employees or agents.

4.2 Customer shall be solely responsible for the accuracy of any information entered into the MissionTracker system by its employees, agents, volunteers or any other person acting on behalf of Customer. Customer shall be solely responsible, and liable, for any erroneous information entered into the MissionTracker system by its employees, agents, volunteers or any other person acting on behalf of Customer and any erroneous output from the MissionTracker system, if any, arising out of the input of such erroneous information.

4.3 Customer shall be solely responsible for any and all content and information maintained or stored in or through the use of the MissionTracker system. Customer, at Customer's sole discretion and option, shall be responsible for maintaining a physical backup of any hard-copy content or information that has been entered or transferred into the MissionTracker system. Company shall not be liable for any loss or destruction of content or information maintained or stored using the MissionTracker system.

4.4 By using the MissionTracker system, you agree not to:

a. Use any robot, spider, scraper or other automatic device, process or means to access the MissionTracker system for any purpose without Company's express written permission.

b. Take any action that imposes or may impose (in Company's sole discretion) an unreasonable or disproportionately large load on our infrastructure.

c. Implement any manual processes to monitor or copy screens, designs, code, processes, or algorithms from the MissionTracker system without express written permission from Company.

d. Utilize any device, software or routine that will interfere or attempt to interfere with the functionality of the MissionTracker system.

5. HARDWARE, EQUIPMENT & SOFTWARE.

5.1 Customer shall be solely responsible for, and must provide, all telephone, telecommunications, and network equipment and access (including, but not limited to, internet access), computer equipment, and hardware and software equipment and services necessary for Customer to access the MissionTracker system on Company's servers. Company makes no representations, warranties or assurances that the Customer's equipment will be compatible with the Company's equipment or services.

6. [Intentionally Omitted]

7. LIMITATION ON LIABILITY.

7.1 MISSIONTRACKER AND ANY ASSOCIATED SERVICES PROVIDED BY COMPANY UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE"

BASIS AND COMPANY makes no warranties of any kind and hereby expressly disclaims all warranties, whether oral or written, statutory, expressed or implied, including the implied warranties of merchantability and fitness for particular purpose. CUSTOMER EXPRESSLY AGREES THAT CUSTOMER'S USE OF THE MISSIONTRACKER SYSTEM AND ASSOCIATED SERVICES IS AT THE CUSTOMER'S SOLE RISK. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE MISSIONTRACKER SYSTEM AND THE ASSOCIATED SERVICES ARE UNDER CONTINUOUS DEVELOPMENT BY COMPANY AND THAT NEITHER COMPANY, NOR ITS EMPLOYEES, AFFILIATES, AGENTS, THIRD PARTY INFORMATION PROVIDERS, MERCHANTS OR LICENSORS WARRANT THAT CUSTOMER'S USE OF THE MISSIONTRACKER SYSTEM OR ASSOCIATED SERVICES WILL NOT BE INTERRUPTED OR THAT SUCH USE WILL BE ERROR-FREE. IN THE EVENT OF ANY INTERRUPTION OF SERVICE OR THE DISCOVERY OF AN ERROR IN THE MISSIONTRACKER SYSTEM OR ASSOCIATED SERVICES, COMPANY RESERVES THE RIGHT TO CORRECT ANY SUCH INTERRUPTIONS OR ERRORS WITHIN A COMMERCIALLY REASONABLE PERIOD OF TIME AFTER THE SAME ARE BROUGHT TO COMPANY'S ATTENTION. CUSTOMER ACKNOWLEDGES THAT COMPANY USES THIRD PARTY VENDORS AND HOSTING PARTNERS (INCLUDING, BUT NOT LIMITED TO, LIQUIDWEB AND AMAZON WEB SERVICES) TO PROVIDE HARDWARE, SOFTWARE, NETWORKING, STORAGE, AND RELATED TECHNOLOGY REQUIRED TO RUN MISSIONTRACKER. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE AVAILABILITY OF THE MISSIONTRACKER SYSTEM AND ASSOCIATED SERVICES AND THE HARDWARE, SOFTWARE, NETWORKING SERVICES AND RELATED TECHNOLOGY ON WHICH THE SAME RUNS, WHICH CUSTOMER EXPRESSLY ACKNOWLEDGES MAY BE BEYOND THE CONTROL OF COMPANY. Customer shall be solely responsible for the accuracy and completeness of all data and information included within the Customer data provided to Company and Company shall have no responsibility whatsoever to confirm the accuracy or completeness of the Customer data at any time. Customer acknowledges and agrees that any inaccurate, incorrect, or erroneous information or data included in the Customer data will cause the MissionTracker system and Services provided by Company to provide inaccurate, incorrect, or erroneous output. Customer shall be solely responsible for, and shall indemnify Company against any claims related to, any incorrect or erroneous output arising out of Customer's use of the MissionTracker system and Services caused by such inaccurate, incorrect, or erroneous information included in the Customer data. CUSTOMER EXPRESSLY AGREES THAT CUSTOMER'S USE OF THE MISSIONTRACKER SYSTEM AND ASSOCIATED SERVICES IS AT THE CUSTOMER'S SOLE RISK WITH RESPECT TO ANY SECURITY BREACHES ARISING OUT OF THE ACTIONS OR OMISSIONS OF CUSTOMER, CUSTOMER'S PERSONNEL, OR ACCESS TO CUSTOMER'S PHYSICAL LOCATION.

7.2 NEITHER COMPANY, NOR ANY THIRD PARTIES, PROVIDE ANY WARRANTY OR GUARANTEE AS TO THE ACCURACY, PERFORMANCE, COMPLETENESS, OR SUITABILITY OF THE INFORMATION AND MATERIALS CONTAINED WITHIN OR PRODUCED BY THE MISSIONTRACKER SYSTEM OR THE SERVICES PROVIDED HEREUNDER FOR ANY PARTICULAR PURPOSE. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT SUCH INFORMATION AND MATERIALS MAY CONTAIN INACCURACIES OR ERRORS AND THAT COMPANY EXPRESSLY EXCLUDES LIABILITY FOR ANY SUCH INACCURACIES OR ERRORS TO THE FULLEST EXTENT PERMITTED BY LAW. CUSTOMER'S USE OF ANY INFORMATION OR MATERIALS CONTAINED WITHIN OR PRODUCED BY THE MISSIONTRACKER SYSTEM OR THE SERVICES PROVIDED HEREUNDER IS ENTIRELY AT CUSTOMER'S SOLE RISK, FOR WHICH COMPANY SHALL NOT BE LIABLE. IT SHALL BE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT ANY PRODUCT, SERVICES OR INFORMATION AVAILABLE THROUGH THE

MISSIONTRACKER SYSTEM OR THE SERVICES PROVIDED HEREUNDER MEET CUSTOMER'S SPECIFIC REQUIREMENTS. CUSTOMER REMAINS SOLELY RESPONSIBLE FOR CONDUCTING CUSTOMER'S OPERATIONS RESPONSIBLY.

7.3 The sole and exclusive remedy of Customer and the limit of liability of Company for any and all losses, injury or damages resulting from Company' performance under this Agreement or the Services and Service Enhancements (including claims based in contract, negligence, product liability, strict liability, tort, or otherwise) shall be a prorated portion of the fees paid by Customer to Company for the Services or Service Enhancements, which Customer hereby agrees is a fair and equitable remedy. Under no circumstances shall Company be liable to Customer or any other person or entity for any loss of use, revenue or profit, lost or damaged data, or other commercial or economic loss arising out of the Services and the Service Enhancements provided by Company. UNDER NO CIRCUMSTANCES (INCLUDING IN CONNECTION WITH CLAIMS ARISING OUT OF COMPANY'S OWN NEGLIGENCE OR THE ACTS OR OMISSIONS OF ITS EMPLOYEES OR AGENTS), SHALL COMPANY, ITS OFFICERS, AGENTS OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE MISSIONTRACKER SYSTEM OR ANY SERVICES PROVIDED ON COMPANY'S SERVERS HEREUNDER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES THAT RESULT FROM THE USE OF THE MISSIONTRACKER SYSTEM AND ANY ASSOCIATED SERVICES OR THE USE OF COMPANY'S SERVERS, OR THAT RESULTS FROM ANY MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO COMPANY'S RECORDS, PROGRAMS OR SERVICES. CUSTOMER HEREBY ACKNOWLEDGES THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT OF ANY KIND MAINTAINED OR STORED ON ANY OF COMPANY'S SERVERS.

8. INDEMNIFICATION:

8.1 CUSTOMER SHALL DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS COMPANY, ITS AGENTS, SERVANTS, OFFICERS AND EMPLOYEES FROM ANY AND ALL DEMANDS, LIABILITIES, LOSSES, DAMAGES, COSTS AND CLAIMS, INCLUDING REASONABLE ATTORNEYS' FEES, (COLLECTIVELY, "LIABILITIES") THAT ARISE OUT OF OR RESULT FROM THE MISSIONTRACKER SYSTEM OR ANY SERVICE PROVIDED BY COMPANY (OR PERFORMED OR AGREED TO BE PERFORMED BY COMPANY). CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY, ITS AGENTS, SERVANTS, OFFICERS AND EMPLOYEES AGAINST ANY LIABILITIES ARISING OUT OF (I) ANY INJURY TO ANY PERSON OR PROPERTY CAUSED BY CUSTOMER'S USE OF THE MISSIONTRACKER SYSTEM AND ANY ASSOCIATED SERVICES; (II) ANY MATERIAL SUPPLIED BY CUSTOMER WHICH INFRINGES, OR ALLEGEDLY INFRINGES, ON THE INTELLECTUAL OR PROPRIETARY RIGHTS OF A THIRD PARTY; (III) COPYRIGHT INFRINGEMENT ARISING OUT OF ANY MATERIAL SUPPLIED BY CUSTOMER; AND (IV) ANY INJURY TO ANY PERSON OR PROPERTY, OR VIOLATION OF ANY APPLICABLE LAW, REGULATION, OR RULE ARISING OUT OF THE USE OF THE MISSIONTRACKER SYSTEM AND ANY ASSOCIATED SERVICES BY CUSTOMER OR CUSTOMER'S EMPLOYEES, AGENTS, OR REPRESENTATIVES.

9. LAWFUL PURPOSE:

9.1 Customer may use the MissionTracker system and any Services used through Company's Servers for lawful purposes only. Transmission of any material (or links to such material) in violation of any federal, state or local laws, regulations, rules, or the like ("Prohibited Material") is strictly prohibited. Prohibited Material includes, but is not limited to, material protected by copyright law, trade secrets (whether or not patentable or registrable under patent, copyright, or similar laws), patents or any other form of intellectual property protection, material which is deemed to be obscene, pornographic or profane, or material or information subject to any prohibition, restriction, or limitation on transmission by applicable federal, state or local laws, regulations, or rules.

10. MISCELLANEOUS

10.1 Entire Agreement. This Agreement (including any Exhibits attached hereto, which are incorporated herein by reference) is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous proposals, discussions, negotiations, understandings, promises, representations, conditions, communications and agreements, whether written or oral, between the parties with respect to such subject matter and all past courses of dealing or industry custom.

10.2 Modification. This Agreement may not be modified or amended except in writing signed by each of the respective Parties hereto. Neither this Agreement nor any provision thereof may be changed, waived, discharged or terminated orally, but only by an agreement in writing executed by the Parties. Any modification to this Agreement shall apply to the balance of the term of this Agreement and any applicable renewal terms entered into by the Parties.

10.3 Assignment. This Agreement is personal to Customer and the rights and obligations of Customer under this Agreement may not be assigned or transferred by Customer without the prior written consent of Company. For purposes of this section, an assignment or transfer to a successor in interest in the event of a merger, stock sale, or sale of all or substantially all of Customer's assets shall be deemed to be an assignment or transfer for which consent must be obtained.

10.4 Waiver. It is understood and agreed that no failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. No waiver, including those by custom, usage of trade, or course of dealing, of any provision of this Agreement will be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No waiver by any party of any default in performance by the other party under this Agreement or of any breach or series of breaches by the other party of any of the terms or conditions of this Agreement will constitute a waiver of any subsequent default in performance under this Agreement or any subsequent breach of any terms or conditions of that Agreement. Performance of any obligation required of a party under this Agreement may be waived only by a written waiver signed by a duly authorized officer of the other party, that waiver will be effective only with respect to the specific obligation described in that waiver.

10.5 Governing Law. This Agreement shall be governed by and be construed and take effect in all respects in accordance with the internal laws of the State of Wisconsin without regard to any conflict of laws provisions and, where applicable, the laws of the United States of America. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative upon all other rights and remedies set forth in this section and allowed under applicable law.

10.6 Venue and Jurisdiction. Any action or proceeding seeking to enforce any provision of, or based upon any right arising out of, this Agreement shall be brought against either of the parties in the courts of the State of Wisconsin in Eau Claire County, and each of the parties consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to said venue and jurisdiction. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

10.7 Attorney Fees. The prevailing party in any action or proceeding seeking to enforce any provision of, or based upon any right arising out of, this Agreement, whether in or out of court, shall be entitled to all reasonable attorney's fees and costs (including, but not limited to, expert witness fees, costs of collection, and all other litigation costs) incurred in the resolution of such dispute.

10.8 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

10.9 Notices. Any notice, request, demand or other communication required or permitted hereunder shall be in writing, and shall be deemed to be properly given: (a) when delivered personally; (b) when sent by facsimile, with written confirmation of receipt by the sending facsimile machine; (c) when sent by electronic mail (email) upon acknowledgment of receipt; (d) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (e) two (2) business days after deposit with an express courier, with written confirmation of receipt. All notices shall be sent to the address set forth below and to the notice of the person executing this Agreement (or to such other address or person as may be designated by a party by giving written notice to the other party).

10.10 Force Majeure. Except for the obligation to make payments hereunder, nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike (except those involving the employees or agents of the party seeking the protection of this clause), fire, flood, governmental action, failure of suppliers, earthquake, or any other reason where failure to perform is beyond the reasonable control of the non-performing party (a "Force Majeure Event"). The party prevented from performing its obligations shall, within ten (10) days, notify the other party of the commencement and cessation of the Force Majeure Event and shall thereafter use good faith efforts to cure the non-performance. In such an event, the time for performance or cure will be extended for a period equal to the duration of the event resulting in the non-performance.

10.11 Headings; Counterparts. Captions and headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing it. This Agreement may be executed in multiple counterparts, any one of which will be deemed an original, but all of which will constitute one and the same instrument.

10.12 Authority. The undersigned represent and warrant that they have appropriate authority to bind their respective parties and have carefully reviewed this contract and agree to and accept its terms and conditions.

Signature Page Follows.

In witness whereof, the parties below have executed this agreement on the dates provided below.

Company:
MISSIONTRACKER, LLC

SIGNED BY: (member) Date: 8/26/2019

NAME: Gerald Bauer
TITLE: Owner
ADDRESS: 409 Main St, Suite 5, Eau Claire, WI 54701

Customer:
FARGO CASS PUBLIC HEALTH – HARM REDUCTION DIVISION

SIGNED BY: Desi Fleming Date: 8/21/2019

NAME: Desi Fleming

TITLE: Director

ADDRESS: 1519 1st Ave S., Fargo, ND 58103

Signature:_____ Date:_____
Name: ___Timothy J. Mahoney_____
Title: ____Mayor, City of Fargo_____

EXHIBIT A
Charges for Customization of MissionTracker System for Customer

Initial Proposal & Scope of Work
See Proposal #2019192-2MT as an inclusion to this document, which is incorporated by reference into this Exhibit A. Total costs, hours involved, and payment schedule are referenced therein but summarized below:

Licensing Type:
ResidentTracker (Unlimited Enterprise)

Modules Included:
ResidentTracker
TimeClock & Calendar

Monthly Service Fee:
$399.99 / month ($4,788 annually, beginning September 15, 2019)

Setup / Configuration Fees (see proposal):
$3,799 (Payment #1, Due upon contract execution)

Commencement of Monthly Services Date:
July 17, 2019 (not charged from July 17 – Sept. 14, 2019).

Contract Term:
36 Months

Technical & Training Support:

Customer is entitled to one (1) technical or training support ticket per month, free of charge. Company may choose to honor additional requests for technical or training support tickets, by Customer, on a per diem basis, however Company is not obligated to provide such requests as a part of the monthly services being provided. As needed, Company may choose to invoice additional support or training tickets at $99.00 each. A technical support ticket may be used for technical support lasting up to sixty (60) minutes.

Price Changes
All pricing in this Exhibit A is subject to change by Company, upon written notice to Customer.

THE CITY OF Fargo FAR MORE

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

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22

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: SEPTEMBER 23, 2019

RE0: AGREEMENT FOR SERVICES WITH FARGO PUBLIC SCHOOLS FOR FARGO CASS PUBLIC HEALTH TO PROVIDE SPECIAL EDUCATION NURSING SERVICES FOR NO MORE THAN $91,880.65

The attached Agreement for Services with Fargo Public Schools for Fargo Cass Public Health to provide special education nursing services. Reimbursement from Fargo Public Schools will not exceed $91,880.65.

No budget adjustment is required for this contract.

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

DF/lls
Enclosure

FARGO PUBLIC SCHOOLS
Department of Support Services
SERVICE AGREEMENT

AGENCY/INDIVIDUAL OFFERING SERVICE: **FARGO CASS PUBLIC HEALTH DEPARTMENT**
1240 25th STREET SOUTH, FARGO, ND 58103

GENERAL NATURE OF SERVICE TO BE PROVIDED: EXTENDED NURSING CARE SERVICES FOR SPECIAL EDUCATION STUDENTS WITH SEVERE HEALTH RELATED DISABILITIES

AGREEMENT DURATION PERIOD: AUGUST 22, 2019 THROUGH MAY 28, 2020

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO, THAT:

A. The agency identified above shall provide the following services:
   1. Consultation, evaluation and patient services for special education students with unique health services identified as related special education nursing services in student Individual Education Plans.
   2. Upon request, assistance with the design of health protocols for specific special education students.

B. The District shall reimburse the Agency identified above as follows for expenses associated with this agreement:
   1. Time Period/Rate – The services requested shall be limited to 35 weeks. Service providers may vary depending upon individual student needs or changing needs. Total service provided shall be allocated as follows:

Registered Nurse	35 hours per week for 35 weeks @ $42.98/hour	$52,650.50
	Additional 10 hours for staff development @ $42.98/hour	$ 429.80
Licensed Practical Nurse	35 hours per week for 35 weeks @ $27.63/hour	$33,846.75
	Additional 10 hours for staff development @ $27.63/hour	$ 276.30
RN Administration	1 hour per week for 35 weeks @ 50.78/hour	$ 1,777.30
Mileage Estimate	5000 miles per year @ $0.58 per mile	$ 2,900.00

   2. Service Cost – The maximum cost the services provided shall not exceed $91,880.65

   3. Payment Schedule – Payments shall be made to the Provider upon receipt of monthly billing statements which contain the names of eligible students served, dates, amount and type of service provided.

   4. Medicaid Claims –The District shall process all Medicaid claims for eligible students served through this agreement.

C. The Provider agrees that all terms and conditions specified in an existing contract with the District shall be applicable to this service agreement.

APPROVED AND EXECUTED THIS 9th DAY OF SEPTEMBER, 2019

Fargo Public Schools

BY: _____
Business Manager – Jackie Gapp

BY: _____
Director of Student Special Education
Patricia Cummings

Fargo / Cass Public Health

BY: _____
Mayor, City of Fargo -Timothy J. Mahoney

BY: _____
Director of Public Health - Desi Fleming

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23

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: SEPTEMBER 23, 2019

RE0: AGREEMENT FOR SERVICES WITH NATE HENDRICKSON FOR ADMINISTRATING AND INSTRUCTING OF CHILD CARE PHYSICAL ACTIVITY HEALTH CODE TRAINING FOR A MAXIMUM OF $2,400

The attached Agreement for Services with Nate Hendrickson for the administration and instruction of Child Care Physical Activity Health Code training and providing data on the numbers attending. Reimbursement will not exceed $2,400.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the Agreement for Services with Nate Hendrickson

DF/lls
Enclosure

THE CITY OF Fargo FAR MORE

AGREEMENT FOR SERVICES

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

THIS AGREEMENT, effective the 1st day of October, 2019, by and between Fargo Cass Public Health ("FCPH"); and Nate Hendrickson, (Independent Contracting Educator).

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

A. **Term of Agreement:** The parties entered into a written agreement for the period of October 1, 2019, through September 30, 2020.

B. **Services to be provided by independent contractor:** Administration and instruction of Child Care Physical Activity Health Code training, and provide data on the numbers attending.

C. **Reimbursement:** The contracting consultant shall be reimbursed $150.00 per hour and submit an invoice, not to exceed 16 hours or $2400.00

D. **Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.

E. **Confidentiality:** The contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:

A. It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and contractee shall not be deemed to be an employee of Fargo Cass Public Health for any other purpose.

B. This service agreement shall be governed by the laws of the State of North Dakota. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.

C. It is understood any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.

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

FARGO CASS PUBLIC HEALTH

By Desi Fleming
Desi Fleming, Director of Public Health

Date 9/23/19

CONSULTANT

By Nate Hendrickson
Nate Hendrickson, Independent Contractor

Date 9/17/19

By _____
Timothy J. Mahoney, Mayor, City of Fargo

Date _____

OFFICE USE
Contract Originator: Cheryl Stetz
Division: Health Protection and Promotion
Sub Category: Physical Activity MCH grant

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: SEPTEMBER 23, 2019

RE0: AGREEMENT FOR SERVICES WITH AMERICAN LUNG ASSOCIATION FOR IMPLEMENTING ACTIVITIES TO INCREASE TOBACCO PREVENTION, CONTROL AND CESSATION.

The attached Agreement for Services with American Lung Association for a maximum of $19,800.00 for assistance in creating activities to increase tobacco prevention, control and cessation.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the Agreement for Services with American Lung Association.

DF/lls
Enclosure

THE CITY OF Fargo FAR MORE

CONTRACT AGREEMENT FOR SERVICES

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

THIS AGREEMENT, effective the 3rd day of September 2019 by and between Fargo Cass Public Health (FCPH); and the American Lung Association (Contractor).

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 September 3, 2019 through June 14, 2020.

B. **Services to be provided by independent contractor:** Working in collaboration with FCPH, the independent contractor will function as the Project Manager in implementing tobacco prevention, control, and cessation activities to reduce tobacco-related disparities and social norms among specific population groups. Duties will include: increase tobacco cessation/treatment opportunities for those with behavioral health conditions and/or experiencing homelessness, partner with behavioral health organizations to implement new cessation/treatment protocols and ground policies and increase buy-in and capacity for change among local behavioral health professionals. Activities will also build upon findings from previous assessments of local behavioral health organizations (including homeless shelters as well as programs treating mental illness and/or substance use disorders). American Lung Association (ALA) will also continue to nurture professional relationships with local behavioral health programs to offer staff education, issue staff surveys at additional sites, and offer technical assistance. Additionally, ALA will host monthly technical assistance sessions to any organization.

C. **Reimbursement:** The contracting consultant shall be reimbursed up to $19,800. This includes staff time of $19,440 (36 hours each month for 10 months at $54 per hour), $197 for supplies, and $163 for mileage. Invoices must be submitted monthly by the first Monday for the previous month. The final invoice being due on June 14, 2020.

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.

F. **Progress Reports:** FCPH, shall throughout the effective dates of this agreement, conduct ongoing evaluation of the Contractor's performance in carrying out their tobacco prevention, control, and cessation services. Such evaluation may include, but not be limited to periodic visits by departmental representatives to review progress made by Contractor in accomplishing stated goal/objectives. Contractor will submit written reports and forms provided by FCPH. Progress reports shall be submitted by the first Monday of each month, with the final report due on June 14, 2020.

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 FCPH 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 FCPH and the City of Fargo to receive payment for services will be completed as needed.

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

Fargo Cass Public Health

By Desi Fleming
Desi Fleming, Director of Public Health

Date 9/23/19

By
Timothy J. Mahoney, Mayor, City of Fargo

Date

American Lung Association

By
Name:
Title:

Date

OFFICE USE:
Contract Originator: Preston Nesemeier
Division: Health Protection and Promotion
Sub Category: Tobacco

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25

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: OCTOBER 2, 2019

RE: AGREEMENT FOR $9,000 WITH INDEPENDENT COORDINATOR, MEGAN NIES FOR UPDATING FCPH EMERGENCY OPERATIONS PLAN

The attached agreement for services with Megan Nies for updating the FCPH Emergency Operations Plan as part of the City Readiness Initiative ensuring it follows the FEMA Comprehensive Planning Guide is for a maximum total of $9,000 at a rate of $75.00 per hour.

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

Suggested Motion: Move to approve the agreement with Megan Nies.

DF/lls
Enclosure

AGREEMENT FOR SERVICES

THIS AGREEMENT, effective the 1st day of September 2019, by and between Fargo Cass Public Health ("FCPH"); and Megan Nies.

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 September 1, 2019, through June 30, 2020.

B. **Services to be provided by independent contractor:** Independent contractor will update FCPH's Emergency Operations Plan, as part of the City Readiness Initiative (CRI), ensuring it follows FEMA's CPG (Comprehensive Planning Guide) formatting and requirements. Contractor will work with Emergency Preparedness staff and FCPH management on internal response plans that interconnect with NDDoH plans as well as meet Public Health Accreditation Board standards.

C. **Reimbursement:** Megan Nies shall be reimbursed at a rate of $75 per hour for the above services rendered not to exceed $9,000 for total project detailed.

D. **Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.

E. **Confidentiality:** The independent contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:

A. It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and contractee that shall not be deemed an employee of Fargo Cass Public Health for any other purpose.

B. The laws of the State of North Dakota shall govern this service agreement. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.

C. It is understood any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.

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

FARGO CASS PUBLIC HEALTH

Desi Fleming

Desi Fleming
Director of Public Health

Date 10/2/19

IDEPENDENT CONTRACTOR

Megan Nies
Independent Contractor

Date 10/2/19

Timothy J. Mahoney
Mayor, City of Fargo

Date

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: OCTOBER 1, 2019

RE: CONTRACT WITH THE US FOOD AND DRUG ADMINISTRATION FOR FOOD CODE TRAINING FOR STAFF
CONTRACT NO. G-T-1909-07409, $1060.00

The attached grant agreement with the US Food and Drug Administration is to address training staff in Food Code Training for Fargo Cass Public Health's Environmental Department as a part of the Retail Standards Grant Program.

Please call me if you have any questions regarding this contract.

Suggested Motion: Move to approve the contract with the North Dakota Department of Health.

DF/lls
Enclosure

VOLUNTARY NATIONAL RETAIL FOOD REGULATORY PROGRAM STANDARDS (RETAIL STANDARDS) GRANT PROGRAM

U.S. FOOD & DRUG ADMINISTRATION

September 18, 2019

Grant Number: G-T-1909-07409
Project Title: Food Code Training for Fargo Cass Public Health Environmental Practitioners
Award Value: $1,060.00
Project Period: November 19, 2019 to November 20, 2019

Mary Smith Greterman
Fargo Cass Public Health
1240 25th St. S.
Fargo , North Dakota 58103

Dear Mary Smith Greterman:

We have approved your application for Food Code Training for Fargo Cass Public Health Environmental Practitioners as part of the Retail Standards Grant Program, funded by the United States Food and Drug Administration (FDA). Approval is based on review of the application submitted by you on behalf of Fargo Cass Public Health to the Association of Food and Drug Officials (AFDO).

As part of your application your agency has made an assurance that it will comply with all applicable Federal statutes and regulations in effect during the grant period, including applicable parts of 45 CFR Parts 74 and 92. Acceptance of this award and/or any funds provided by the Retail Standards Grant Program acknowledges agreement with all of the terms and conditions in this award letter.

Your award is based on the above-title project application, submitted to and approved by AFDO, and is subject to the following terms and conditions:

- **The grantee must complete the full scope of work and all tasks outlined in the approved grant application by November 20, 2019 unless a written exception is granted by the AFDO Programmatic Point of Contact for this grant award.**
- **Any changes to the scope, tasks, deliverables, or expenses of this project must be approved in advance and in writing by the AFDO Programmatic Point of Contact prior to work being modified or completed.**
- The grantee must abide by the grant guidance for the program, available as a PDF file on the Retail Standards Grant Program portal at http://afdo.org/retailstandards. This portal is also the site where you can find additional information/updates regarding this grant program, and where you can log in for project status and submission of required reports.
- Per United States Department of Health and Human Services Grants Policy, expenses for food or beverage are generally not allowed unless it is part of a per diem allowance provided in conjunction with allowable travel.
- A Final Project Report must be submitted through the online grants portal no more than 45 days after November 20, 2019. As part of the final report, the grantee must provide a full accounting of all expenditures made with funds from this grant award, accompanied by the documentation specified in the reporting section of the grant guidance.
- As a reminder, recipients of funding through this program are required to assure that project activities achieve greater conformance with the FDA Voluntary National Retail Food Retail Program Standards, available at: http://afdo.org/fda_vnrfrps.

The amount of $1,060.00 represents the full amount of funds to which you are entitled. Additionally, your award is bound by the following comments related to your project:

This award can be used for any of the 6 Courses that FDA has scheduled for Fall 2019, including: FD215 in Dover, DE (October 2019); FD312 in Philadelphia, PA (October 2019); FD204 in Tampa, FL

(October 2019); FD218 in Portsmouth, NH (November 2019); FD112 in Bismark, ND (November 2019); and FD207 in Sacramento, CA (December 2019). Funding can be used for travel costs incurred to attend any of these courses, but approval for any changes from your application must be made in advance. This funding cannot be used for any other training courses.

Grant awards are made with the understanding that Retail Standards Grant Program staff may require clarification of information within your application, as necessary, during the application, project, or reporting periods. These inquiries may be necessary to allow us to appropriately carry out our administrative responsibilities.

Please note, the Catalog of Federal Domestic Assistance (CFDA) number for this United States Food and Drug Administration grant, awarded to the Association of Food and Drug Officials (AFDO) on 8/11/2016, is 93.103. Your grant is considered a subaward under this AFDO grant.

If you have questions about this award, please contact your AFDO Programmatic Point of Contact. Additionally, the Retail Food Safety Specialist from your FDA Region is an integral part of your jurisdiction's successful completion of Retail Standards activities, and is available to assist with your funded project. Contact information for both individuals is listed below.

We appreciate your ongoing commitment to achieving greater conformance with the Voluntary National Retail Food Regulatory Program Standards.

Sincerely,

Steven Mandernach
Executive Director
Association of Food and Drug Officials
155 W. Market St.
3rd Floor
York, PA 17401

AFDO Programmatic Point of Contact:

Michael Turner
retailstandards@afdo.org
(850) 583-4593

Follow the link below to obtain contact information for the FDA Regional Food Specialist assigned to assist your jurisdiction:
http://afdo.org/retailstandards/fdaregionalcontacts

cc: Jenice Butler (jenice.butler@fda.hhs.gov)
Daniel Lukash (daniel.lukash@fda.hhs.gov)

THE CITY OF Fargo FAR MORE

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

Public Health
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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: OCTOBER 1, 2019

RE: CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH FOR REGIONAL PUBLIC HEALTH NETWORK STRATEGIES
CONTRACT NO. G19.510 CFDA NO. 93.758 $10,000

The attached grant agreement with the North Dakota Department of Health is for administrative duties related to the implementation of the Regional Public Health Network strategies for our region.

Please feel free to call me if you have any questions. No budget adjustment is required for this contract.

Suggested Motion: Move to approve the contract with the North Dakota Department of Health for Regional Public Health Network Implementation.

DF/lls
Enclosure

NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH

SFN 53771 (04-2019)

Grant Number	CFDA Name		CFDA Number
G19.510	Preventive Health and Health Service Block Grant with Prevention and Public Health Funds		93.758
FAIN Number	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 10/1/2019	Grant End Date 9/30/2020
Federal Award Date	Federal Awarding Agency Department of Health and Human Services		

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

Title of Project/Program Regional Public Health Network Implementation	North Dakota Department of Health (NDDoH) Project Code 1151 HL3149-51
Grantee Name Fargo Cass Public Health	Project Director Kelly Nagel
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
Contact Name Desi Fleming	Contact Name Kelly Nagel
Telephone Number 701-241-1360	Telephone Number 701-328-4596
Email Address dfleming@fargond.gov	Email Address kjnagel@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	$10,000	$0.00	$10,000
Previous Funds Awarded	$0.00	$0.00	$0.00
Total Funds Awarded	$10,000	$0.00	$10,000
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimus rate of 10%	☐ Negotiated/Approved rate of ____%

Scope of Service

Grantee will perform administrative duties related to the implementation of Regional Public Health Network strategies. Funding will be utilized to implement strategies identified in the approved Southeast Collaborative work plan related to core public health services.

Reporting Requirements

Grantee will submit quarterly expenditure and progress reports in the Department's Program Reporting System. Expenditures for the period ending June 30, 2020 must be received by July 15, 2020. Final expenditure and progress report for the period ending September 30, 2020 must be received by October 30, 2020. Reimbursement will be processed upon the Department approval of expenditures and progress report.

Special Conditions

None

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

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 10/1/19	Signature Desi Fleming	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Kelly Nagel, Director, System and Performance	
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

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

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: GRANT LARSON
DIRECTOR OF ENVIRONMENTAL HEALTH

DATE: OCTOBER 1, 2019

RE: PET SHOPS ARTICLE 13-12, PET LICENSING 12-0102, AND LICENSING AND BOARDING

Dear Mayor and Commissioners,

It has come to my attention that there is a need to make some revisions to the existing Pet Shop ordinance, Article 13-12 of the Fargo Municipal Code, as well as the city of Fargo's pet licensing requirements, FMC § 12-0102. Further, the City requires a license for persons and entities "engaged in the commercial business of buying, selling, breeding, or boarding dogs and cats who owns or keeps five or more dogs or cats in a kennel." FMC §12-0102. The ordinance does not identify the parameters necessary for securing the license, nor consequences for failure to do so. Due to growth in the boarding industry and public health concerns raised by the zoological diseases possible from such activity, Fargo Cass Public Health, in conjunction with the Fargo Police Department, are proposing increased regulation and oversight of the boarding facilities located in the City of Fargo. The intent is to solicit industry input and public comment to craft the appropriate ordinances and regulations. Revised and new ordinances will be necessary to accomplish this goal.

Suggested Motion: I move to direct Fargo Cass Public Health to work with the City Attorney's office to revise existing ordinances and draft new ordinances pertaining to the licensing of pets, the licensing and oversight of Pet Shops, and the licensing and regulation of pet boarding facilities.

Please feel free to contact me with any questions or concerns, 241.1388.

Grant Larson, R.S.

THE CITY OF Fargo
FAR MORE

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

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: OCTOBER 1, 2019

RE: CONTINUATION OF THE APPOINTMENT OF HEIDI LAKO-ADAMSON, MD AS HEALTH OFFICER FOR FARGO CASS PUBLIC HEALTH

Attached is an extended agreement with Heidi Lako-Adamson to continue to perform the duties of Health Officer for Fargo Cass Public Health. The agreement will be from September 1, 2019 to December 31, 2022. This agreement does not require any budget adjustments.

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

RECOMMENDED MOTION: Move to approve the agreement with Heidi Lako-Adamson to continue to serve as Health Officer for Fargo Cass Public Health.

DF/lls
Enclosure

AGREEMENT FOR PHYSICIAN SERVICES BETWEEN THE CITY OF FARGO AND HEIDI LAKO-ADAMSON, M.D.

THIS AGREEMENT, effective the 1st day of September, 2019 by and between the **CITY OF FARGO,** a municipal corporation ("City"); and **Heidi Lako-Adamson, M.D.** ("Physician").

PREMISES:

A. The City has previously requested proposals for the performance of services by a Health Officer.

B. The City and the Physician have had a mutually agreed on contract in place for one year.

C. Fargo Cass Public Health and the Physician after one year of the agreement have evaluated the current arrangement and determined both parties wish to continue and renew this contractual agreement according to the following terms.

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

A. Term of Agreement: The parties entered into a written agreement for Health Officer Services for the period of September 1, 2019 through December 31, 2022.

B. Services to be provided: The Health Officer serves as the medical director for Fargo Cass Public Health by enforcing the public health laws, regulations, and ordinances within Fargo and Cass County relating to preservation of life and health of individuals.

The Health Officer may recommend, advise and provide guidance to the Board of Health and Fargo Cass Public Health Department for the provision of essential public health services and functions. In doing so, the Health Officer shall maintain an office within the jurisdiction of the public health department and may select and discharge any assistant Health Officer in the public health department, consistent with any terms of appointment.

The services provided will consist of approximately ten (10) hours per week on-site and available on call for consultation when needed by the health department management staff including:

- Assist in developing medical standards, protocol, laws, or regulations relating to public health.
- Provides consultative/advisory services to Fargo Cass Public Health managers and other professional staff.
- Works with the administration and staff in establishing departmental goals and objectives.

- Provide medical consultation and direction in an infectious disease outbreak investigation or environmental health emergency.
- Provide medical over sight for delivery of clinical services.
- Medical spokesperson for public health when there is a need to inform the public of a public health situation.
- Act as liaison with the medical community on public health issues.
- Participate on community committees as agreed upon to be beneficial for both the health department and the physician.
- Clinical consultant for laboratory services.
- Provides consultation/advisory services for harm reduction services.

C. **Reimbursement:** The Physician shall be paid upon receipt of a monthly invoice for services rendered under this Agreement at the rate of $6,700 per month with an annual increase of $200 per month. Additional services, which are not covered by this agreement, shall be compensated at the rate of $150.00 per hour. Any change in monthly compensation shall be by written agreement of both of the parties hereto. Mileage reimbursement at federal rate for any out of town official meetings.

D. **Termination:** This Agreement may be terminated by either party upon the giving of thirty- (30) day written notice.

E. **Confidentiality:** The Physician 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:

1. It is understood and agreed that Physician shall comply and adhere to all of the Title X. C.F.R. regulations and guidelines.

2. It is understood and agreed that the relationship created by this Agreement shall be that of contractor and contractee and Physician shall not be deemed to be an employee of the City of Fargo for any other purpose. In this regard, Physician shall supply any necessary workmen's compensation and malpractice coverage. To the extent allowable by state law, and specifically Chapter 32-12.1, N.D.C.C., City will provide liability protection to Physician for duties that are outlined in Section B: Services to be provided.

3. It is understood and agreed that the Physician shall adhere to North Dakota Century Code, Chapter 23-35, as it relates to local public health units.

Thereof, this purchase of service agreement has been executed between the Physician and the City of Fargo on the date-executed below.

CITY OF FARGO

Desi Fleming
Director of Public Health

10/1/19
Date

Timothy J. Mahoney
Mayor, City of Fargo

Date

PHYSICIAN

Heidi Lako-Adamson, MD

10/1/19
Date

THE CITY OF Fargo FAR MORE

Fargo Cass Public Health
1240 25th Street South
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Phone: 701.241.1360 | Fax: 701.241.1366
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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: SEPTEMBER 24, 2019

RE: NOTICE OF GRANT AWARD FROM LUTHERAN SOCIAL SERVICES/REFUGEE HEALTH PROMOTION FUNDING FOR TB NURSE CASE MANAGEMENT AND INTERPRETATION FOR NEW REFUGEES FOR $8,000

The following Notice of Grant Award is from Lutheran Social Services to provide TB Nurse Case Management and Interpretation for new refugees for $8,000 for a period from August 15, 2019 to August 14, 2020.

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

Suggested Motion: Move to approve the award from Lutheran Social Services/Refugee Health Promotion Funding

DF/lls
Enclosure

Lutheran Social Services of North Dakota

TO: Suzanne Schaefer, Fargo Cass Public Health

FROM: Shirley Dykshoorn, State Refugee Coordinator/Program Director
Saurav Dahal, ND State Refugee Health Coordinator/Special Projects Manager

RE: Refugee Health Promotion (RHP) Award

DATE: 09/23/2019

Your proposal to provide TB Nurse Case Management and Interpretation for new refugees has been approved for funding in the amount of **$8,000.00 for FFY 2020 (Grant Period: Aug 15, 2019- Aug 14, 2020) from Refugee Health Promotion Funding.** Semi-annual reports are required and must be submitted to Lutheran Social Services of ND. Final reports will also be required at the end of the Federal Fiscal Year. It is important to clearly outline your activities and efforts during each reporting period and the outcomes you have been able to achieve. Contracts are being processed and will be available for review and signatures in coming days.

LSSND recognizes and appreciates your dedicated efforts to assist New Americans with their health care needs.

PBC/7065

CITY OF Fargo

(31)

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

October 2, 2019

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

Dear Commissioners;

The Mobile Data Computers (MDCs) are the computers used in the squad cars. The replacement of these MDCs was included in the 2019 budget.

The North Dakota Government Procurement Office has a contract with Panasonic (via the NASPO Valuepoint contract) that is valid until 03/31/2020. We plan to use this state agreement to purchase the Panasonic MDC's.

Four units were purchased earlier this year to verify the configuration and installation of this Panasonic model. We have 53 additional units to purchase to replace the complete fleet. The total cost for all these units will be $287,114. This will come from account:475-0520-510.74-10.

Suggested Motion:

Direct the IS Staff to purchase the remaining Panasonic MDCs for the Police vehicles using the North Dakota State Contract.

Thank you,

R M. Gronneberg

Ron Gronneberg
CIO, City of Fargo

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

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MEMORANDUM

TO: **Board of City Commissioners**

FROM: **Nicole Crutchfield, Planning Director**
Tia Braseth, Community Development Planning Coordinator

DATE: **September 24, 2019**

RE: **Approve Proposed Amendments to Community Development Block Grant (CDBG)/HOME 2019 Action Plan**

The City Commission is asked to approve the following Community Development Block Grant (CDBG)/HOME actions:

- Adopting proposed amendments to the City of Fargo's Community Development Block Grant (CDBG)/HOME 2019 Action Plan, which was previously approved by the Community Development Committee (4/23/19), Planning Commission (5/7/19), and the City Commission (6/17/19). Proposed amendments include:
    - Identified scope, location, and budget for activities under the previously approved HOME Senior Affordable Housing Development project

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

Public Advertisement Published	August 26, 2019
Public Comment Period	August 27- Sept 26, 2019
Approved by the Community Development Committee	August 20, 2019
Approved by the Planning Commission	September 3, 2019
Public Hearing at City Commission Meeting	September 23, 2019

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

Recommended Motion: Approve proposed amendments to Community Development Block Grant (CDBG)/HOME 2019 Action Plan.

EQUAL HOUSING OPPORTUNITY

Notice of Public Hearing & Public Comment Period
Amendments to 2019 Action Plan
Community Development Block Grant (CDBG)
& HOME Investment Partnerships Programs

The City of Fargo is considering amendments to its 2019 Action Plan, previously approved by City Commission on June 17, 2019. Specific locations have recently been identified for 2019 projects and must be included in the plan. Location updates are considered substantial amendments and must go through a citizen participation process. The details and timeline for this process are outlined below. Upon City Commission action on October 7, 2019, a recommendation regarding these amendments will be forwarded to HUD for their consideration and approval.

30-Day Public Comment Period:	August 27, 2019 through September 26, 2019
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, September 23, 2019 - 5:15 p.m. Fargo City Commission Chambers 225 4th Street North, Fargo ND 58102
Final City Commission Consideration:	Monday, October 7, 2019

Summary of Proposed Amendments:

1. **Amendments to 2019 HOME Senior Affordable Housing Activity**

    a. **Project site/budget identified – 3129 7 Avenue North – $350,000**
    Activities include acquisition and future construction of a multi-family senior rental housing complex in partnership with Craig Properties (LLC).

    b. **Project site/budget identified – 4225 28 Avenue South – $347,826**
    Activities include construction of a multi-family senior rental housing complex in partnership with Homefield 3/Beyond Shelter, Inc. Full request was for $515,000. If other HOME senior affordable housing activities are cancelled, those funds will be reallocated to this project up to the full request and be subject to a substantial amendment and 30-day public comment period if change exceeds $50,000.

Comments & Suggestions
Comments and suggestions from the public are encouraged through a public comment period and/or at the public hearing. The 2019 amended draft plan and activity amendments are available online at

EQUAL HOUSING OPPORTUNITY

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 (48 hours 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 TDD/Relay service dial 701.241.8258. 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.

EQUAL HOUSING OPPORTUNITY

RESOLUTION APPROVING
AMENDMENTS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)/HOME 2019 ACTION PLAN

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

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

WHEREAS, in compliance with federal regulations, the City of Fargo has amended its CDBG/HOME 2019 Action Plan 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 amendments, approval by the Planning Commission and Community Development Committee, 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 amendments to the Community Development Block Grant (CDBG)/HOME 2019 Action Plan to HUD and enter into and execute contracts and other documents as necessary to effectuate activities identified in the revised plan.

CERTIFICATE

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

I, Timothy J. Mahoney, the 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 amendments to the City of Fargo's 2019 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 October 7, 2019 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 _____, 2019, 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

CITY OF Fargo

FARGO POLICE DEPARTMENT

222 Fourth Street North, Fargo, North Dakota 58102

David E. Todd, Chief of Police

September 25, 2019

33

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: Acceptance of North Dakota Department of Transportation Grant Funding for Seat-Belt, Impaired Driving, Distracted Driving Enforcement and Education Activities and Under-aged Drinking Enforcement (CFDA #20.616 and 20.600).

Dear Commissioners:

The North Dakota Department of Transportation is again offering to provide Fargo Police Department with grant funding for the purpose of conducting seatbelt, impaired driving, distracted driving, and under-aged drinking enforcement and education activities. The funding made available through the National Highway Traffic Safety Administration (NHTSA) is intended to reimburse the police department for overtime expenses associated with having officers work extra hours towards conducting the enforcement and education activities.

The DOT is making a total of $63,000 in grant money available to the Police Department, $22,000 of which is intended for impaired driving enforcement and $7,000 of which is intended for impaired driving media campaigns. Of the remaining grant funding, $14,000 is to be used for seatbelt enforcement, $10,000 for underage drinking enforcement, and $10,000 for distracted driving enforcement. There is no requirement for the City of Fargo to match any of the grant funding provided.

Recommended Motion:
Sign the North Dakota Department of Transportation Traffic Safety Contract, accept the grant funding in the amount of $63,000 and adjust Police Department's budget line items as follows:

- *Occupant Protection: Account # **101-5045-411-11-01 – PD11** in the amount of $14,000*
- *Underage Drinking Account # **101-5045-411-11-01 – PD12** in the amount of $10,000*
- *Impaired Driving Account # **101-5045-411-11-01 – PD31** in the amount of $22,000*
- *DUI Media Campaign Account # **101-5045-411-34-20 – PD31** in the amount of $7,000*
- *Distracted Driving Account # **101-5045-411-11-01 – PD37** in the amount of $10,000*

Please contact me if you have any questions regarding the grant funding or the police department's budget adjustment request.

Sincerely,

David Todd
Chief of Police

Cc: Kent Costin, Finance Director

NORTH Dakota | Transportation
Be Legendary.™

September 9, 2019

Fargo Police Department
Attention: Lt. Matt Sanders
222 Fourth Street, North
Fargo, ND 58102

TRAFFIC SAFETY CONTRACT NO. 12191179, FIVE PROJECTS

The contract that has been awarded to the Fargo Police Department is enclosed. Please read the **entire contract, with attachments,** as key information is provided and/or requested. Not fulfilling these requirements may delay processing or lead to a cancellation of the contract.

1. The contract **must** be signed by a person with **contracting authority**.
2. A witness **must** sign to the **left** of the contractor's signature.
3. **Return the ENTIRE ORIGINAL CONTRACT, INCLUDING ALL APPENDICES.**
4. A complete copy of the fully signed contract will be emailed to you.
5. You must review the requirements listed on the enclosed **Risk Management Appendix.**
6. A copy of your current **Certificate of Liability Insurance** information may be required.
   - If your agency is insured through the **North Dakota Insurance Reserve Fund** (state agencies) or is a political subdivision (county/city agencies), do not submit insurance information now; however, you may be asked for confirmation of coverage at a later date.
   - If your agency is not insured through North Dakota Insurance Reserve Fund, your **insurance certificates must name the state as an additional insured and a waiver of subrogation must be provided**.
7. As a contractor, your agency is a sub-recipient of federal funds and therefore subject to the reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA).

Key Notes:

- Periodic desk and onsite monitoring by program managers are required.
- Progress reports, if necessary, are required to be submitted prior to reimbursement.
- Per 2 CFR 200, Subpart F, non-federal entities that expend $750,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year.

We look forward to the many safety benefits your program will provide to the state of North Dakota. If you have any questions, feel free to contact me by email at lharsche@nd.gov or by phone at 328-2402.

Lory Harsche

LORY HARSCHE – FINANCE/CONTRACT MANAGER – SAFETY DIVISION

12/lah
Enclosure

NDDOT Contract No. 12191179
Project No. PHSPOP2005-05-06,
PHSPID2010-02-06, PHSPID2010-12-03,
PHSPDD2011-02-04, & PHSPID2010-03-02

North Dakota Department of Transportation
TRAFFIC SAFETY CONTRACT

Federal Award and Subrecipient Information

CFDA No.: 20.616 and 20.600	CFDA Title: National Priority Safety Programs and State and Community Highway Safety
Federal Agency Telephone: 720-963-3100 Federal Agency Email: NHTSA.region8@dot.gov	Awarding Federal Agency: National Highway Traffic Safety Administration Federal Agency Contact Information: Gina Espinosa-Salcedo
Award Name: Click It or Ticket FAIN No.: 69A3751930000405bNDL	Federal Award Date: 2019 Total Federal Award Amount: $14,000
Award Name: Alcohol Enforcement FAIN No.: 69A3751930000405dNDM	Federal Award Date: 2019 Total Federal Award Amount: $39,000
Award Name: Distracted Driving FAIN No.: 69A37519300004020ND0	Federal Award Date: 2019 Total Federal Award Amount: $10,000
NDDOT Program Manager (PM): Sandy Wilson NDDOT PM Telephone: 701-328-2899 NDDOT PM Email: swilson@nd.gov	Subrecipient Name: City of Fargo Subrecipient DUNS No.: 070265871 Applicant Agency: Fargo Police Department

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

This contract is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Fargo Police Department, hereinafter referred to as the Contractor, whose address is 222 Fourth Street, North, Fargo, North Dakota 58102.

WHEREAS, NDDOT has been delegated the responsibility to administer the state's Annual Highway Safety Plan as authorized in Section 54-07-05 of the North Dakota Century Code; and

WHEREAS, the Contractor requests participation in the state's Annual Highway Safety Plan;

THEREFORE, in consideration of the mutual promises herein set forth, NDDOT and the Contractor agree:

I.

The Contractor shall perform the project(s) set forth in Appendix A, a copy of which is attached hereto and made a part hereof.

The Contractor shall comply with the provisions of Appendix B, a copy of which is attached hereto and made a part hereof.

II.

The term of this contract shall begin October 1, 2019, and shall end September 30, 2020.

III.

NDDOT shall reimburse the Contractor for costs incurred under the terms of this contract, not to exceed $63,000. Reimbursement of all costs under this contract is contingent on federal participation. Expenses incurred by the Contractor for travel, meals, and lodging, shall be reimbursed according to applicable state rates. Allowable costs are covered under 2 CFR Part 200. All requests for reimbursement must be submitted to NDDOT within 45 days of the termination date of this contract.

IV.

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the Contractor; or the Contractor, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (Reference: 23 CFR 1200.31 and 2 CFR Part 200)

V.

Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

VI.

The Contractor agrees to cooperate with NDDOT in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this agreement. The Contractor shall comply with requirements of 49 CFR Part 26.

VII

The Contractor shall ensure that no qualified individual with a disability, as defined in 29 USC 794 and 49 CFR Part 27 shall, solely by reason of this disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives benefits from the assistance under this agreement.

VIII.

Grants or services that generate revenues as a result of funding through the National Highway Traffic Safety Administration (NHTSA) must be reported. Written notification of the source and amount of such income must be made to the NDDOT at the earliest opportunity. A separate account must be maintained for the collection, expenditure, and disposition of program income. Program income generated shall be used to further the objectives of the grant or service or reduce current grant or service costs. Records shall be maintained in accordance with state and federal guidelines.

IX.

The Contractor certifies that it will comply with the retention and access requirements for records established by 2 CFR Part 200. The required records and documentation relating to the grant and/or subcontract shall be retained for a minimum of three years after the starting date of the retention period as defined in 2 CFR Part 200. The NDDOT or their authorized representative shall have the right of access to any books, documents, papers, or other records of grantees, contractors, or subcontractors which are pertinent to the grant and/or contract, in order to make audits, examinations, excerpts and

transcripts. The right of access is not limited by the required retention period and shall last as long as the records are retained.

The Contractor will comply with all applicable state, local, and federal procurement procedures and will maintain a financial management system that complies with the minimum requirements of 2 CFR Part 200.

X.

The Contractor must have a seat belt use policy, a drug and alcohol driving policy, and a distracted driving/texting policy in place before requesting reimbursement for any work completed under this agreement. The NDDOT's Safety Division's program managers will locate and review the policies during scheduled on-site monitoring visits, if applicable. Absence of any policy may result in the NDDOT withholding payment until said policy is in place.

All contracted personnel are required to wear seat belts and obey traffic laws while on official business of this project.

XI.

Termination:

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

b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the contractor, or at such later date as may be established by NDDOT, under any of the following conditions:

   i. NDDOT 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 by agreement of the parties in writing to accommodate a reduction in funds.

   ii. 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.

   iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed.

   Any such termination of this contract under (i), (ii), or (iii) above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

c. NDDOT, by written notice to the contractor, may terminate the whole or any part of this agreement:

   i. If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof; or

   ii. If the Contractor 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 NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.

XII.

The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.

XIII.

The Contractor agrees that NDDOT and NHTSA, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. The Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interview of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this agreement.

Audits must be in accordance with 2 CFR Part 200, Subpart F. The Contractor shall submit copies of audits covering the term of this agreement to NDDOT. This requirement is applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and nonprofit businesses.

XIV.

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. The Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

XV.

The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.

XVI.

The Contractor is advised that his or her signature on this contract certifies that the company or any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

XVII.

The Contractor shall not assign nor transfer the Contractor's interest in this agreement without the express written consent of the state.

XVIII.

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

XIX.

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

XX.

All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as previously set forth.

XXI.

No official or employee of a state or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for a state or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a state or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of NDDOT and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

XXII.

All work products and copyrights of the contract which result from this contract are the exclusive property of NDDOT, with an unlimited license for use by the federal government and its assignees without charge.

EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

CONTRACTOR:

NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

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

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

SAFETY DIVISION DIRECTOR (TYPE OR PRINT) Karin Thongeon

SIGNATURE Karin Thongeon

DATE 9-6-17

CLA 16870 (Div. 12)
L.D. Approved 7-17-89; 8-17

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Risk Management Appendix

Routine* Service Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:
Parties: **State** – State of North Dakota, its agencies, officers and employees
Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees
Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

1) **Commercial general liability** and **automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **$250,000 per person** and **$500,000 per occurrence**. The minimum limits of liability required of the State are **$250,000 per person** and **$1,000,000 per occurrence**.
2) **Workers compensation** insurance meeting all statutory limits.
3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are $250,000 per person and $1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual,* section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 5-09

NDDOT
North Dakota
Department of Transportation

AGREEMENT FOR PARTICIPATION
IN THE NORTH DAKOTA
HIGHWAY SAFETY PLAN

APPENDIX A CONTENTS

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BACKGROUND

North Dakota launched the Vision Zero initiative with a goal to eliminate motor vehicle crash fatalities and serious injuries on North Dakota roads. As a partner in the Vision Zero initiative you can assist to achieve the goal of zero fatalities and serious injuries. The Vision Zero goal is not only attainable, it is vital because every life matters.

The North Dakota Department of Transportation's (NDDOT) Safety Division receives federal funds through the National Highway Traffic Safety Administration (NHTSA) to reduce motor vehicle crash fatalities and serious injuries. Funding is provided to local entities to assist the NDDOT to achieve the traffic safety goals identified in the Vision Zero Plan and the annual Highway Safety Plan (HSP). This contract will assist to achieve the following plan goals to:

- Decrease the number of alcohol and/or drug related crashes.
- Decrease the number of speed related crashes.
- Decrease the number of distracted driving related crashes.
- Increase seat belt use to decrease the severity of injuries and trauma sustained in crashes.
- Increase the public's knowledge and understanding of roadway safety and strategies.

The purpose of this contract is to provide funding to the ***Fargo Police Department*** (hereinafter referred to as Contractor) to:

- Participate in statewide occupant protection (OP) enforcement programs (see page 2 for program requirements)

- Participate in statewide impaired driving (ID) enforcement programs, including sobriety checkpoints and saturation patrols (see page 3 for program requirements)

- Participate in statewide underage drinking (UA) enforcement programs (see page 4 for program requirements)

- Participate in statewide distracted driving (DD) enforcement program (see page 6 for program requirements)

- Develop and place media ads for the enhancement of impaired driving campaigns (see page 7 for program requirements)

OCCUPANT PROTECTION (OP) ENFORCEMENT

PROJECT NO. PHSPOP2005-05-06

SCOPE OF WORK

The *Click It or Ticket* (*CIOT)* enforcement campaign exists to increase OP use for both adults and children through heightened enforcement of OP laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior and increase OP use.

Participating law enforcement agencies are required to work overtime during scheduled CIOT campaigns to achieve high visibility within their jurisdictions to deter motorists from driving or riding in a motor vehicle without the appropriate use of an OP device (i.e., seat belt or child passenger safety seat).

The Contractor is encouraged to use speed as a trigger violation to stop vehicles for seat belt and child passenger safety seat compliance.

The Contractor may **only** work during the scheduled CIOT enforcement periods as identified in Attachment 1. The Contractor may not work outside the scheduled periods.

During each identified enforcement period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per high visibility enforcement period within corridors and at times (including nighttime) where the occurrence of unbelted serious injury and fatal crashes is greatest. When possible, the Safety Division will coordinate with the Contractor to determine these locations based on North Dakota (ND) crash data.

- Issue Citations – ***not warnings*** – for failure or improper use of an OP device. This is to assure the integrity of the *CIOT* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility on driving behaviors and safety measures.

- Ensure that all officers working the overtime grant funding for OP have completed the Traffic Occupant Protection Strategies (TOPS) training. The Contractor must provide verification of the completed training upon request by the Safety Division for each officer conducting overtime enforcement through the grant.

- Coordinate with the Safety Division to complete earned media requirements (pre- and post-news releases).

- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*

- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."

- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the *CIOT* enforcement period.

IMPAIRED DRIVING (ID) ENFORCEMENT

PROJECT NO. PHSPID2010-02-06

SCOPE OF WORK

The *Drive Sober or Get Pulled Over (DSOGPO)* enforcement campaign exists to deter ID through heightened enforcement of ID laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior.

The Contractor is required to work during the scheduled ID enforcement periods as outlined in Attachment 1. The Contractor may conduct additional enforcement activity beyond the required regional calendar events within their jurisdiction, if the budget allows, and if the Contractor can justify the purpose of additional enforcement. The Contractor must notify the Safety Division of the additional enforcement activity prior to conducting the additional enforcement activity.

During each identified enforcement period of the contract period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per enforcement period, with the exception of the National Labor Day *Drive Sober or Get Pulled Over* campaign.

- Conduct a minimum of four shifts (no minimum number of hours per shift) during the dates identified as the National Labor Day *Drive Sober or Get Pulled Over* campaign.

- Ensure that officers working the ID grant have been SFST (Standardized Field Sobriety Testing) certified and have attended a SFST refresher or ARIDE course at least once every five years. The Contractor must provide verification of the completed training upon request by the Safety Division for each officer conducting overtime enforcement through the grant.

- Determine the best enforcement strategy (e.g., sobriety checkpoints vs. saturation patrols, time of day, locations, etc.) that will most effectively deter ID within the Contractor's jurisdiction. Data indicates this would typically be at night on weekends and holidays, or during special community

events justifying the need for additional traffic enforcement. Some jurisdictions may have varying times based on demographics (e.g., college communities).

- Conduct high visibility enforcement within corridors and times where the occurrence of injury and death from ID is greatest. When possible, the Safety Division will coordinate with the Contractor to determine these locations based on ND crash data.

- Coordinate with the Safety Division to complete earned media requirements (pre- and post-news releases).

- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*

- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."

- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the ID enforcement period.

UNDERAGE DRINKING (UA) ENFORCEMENT

PROJECT NO. PHSPID2010-12-03

SCOPE OF WORK

The UA enforcement program supports and enhances efforts by law enforcement to reduce the availability of alcohol to minors. Tragic social consequences can result when youth use alcohol, including traffic injuries and fatalities. The objective of the program is to prohibit the sale and consumption of alcoholic beverages to minors. (For the purpose of this solicitation, "minors" are defined as individuals under the age of 21.)

Please note that funds for operations may be utilized to cover the costs of overtime for officers, stipends for underage buyers, and direct expenses for server training (printing, postage, and other approved direct expenses. ***These funds may not be used for food or refreshment.***

The Contractor is required to work the scheduled UA enforcement periods as identified in Attachment 1. The Contractor may conduct additional enforcement activity beyond the required regional calendar events within their jurisdiction, if the budget allows, and if the Contractor can justify the purpose of additional enforcement. The Contractor must notify the Safety Division of the additional enforcement activity prior to conducting the additional enforcement activity.

Activities under this program may include Saturation and Non-Saturation events.

Qualifying Saturation Events Include:

The following types of enforcement activities will be reported as a saturation event in the Law Enforcement Web Reporting (LEWR) online report system.

- **Party Patrol** – Party Prevention Patrols consist of officers patrolling communities and rural locations at times when youth activities may be a catalyst for UA parties to occur. This may be youth activities such as prom, homecoming, graduation, school activities, etc.

- **Bar Patrols** — Bar Patrols consist of utilizing officers to patrol on-site liquor establishments (bars, restaurants, clubs, etc.) to ensure that underage youth are not being served by the establishment. This operation may consist of officers checking identifications of patrons to verify legal age has been attained. In order for law enforcement officers to maintain a good working relationship with the businesses, certain protocol for such operations must be followed.

- **Special Events Management/Task Force Operations** — This purpose area consists of the implementation of procedures to address UA at large scale events. These events may be concerts, sporting events, holiday activities such as Mardi Gras or Fourth of July festivities, or other events that bring an influx of people into a local jurisdiction. The operations focus on limiting the time of the function, designating areas for consumption of alcohol, and training vendors on the laws concerning alcohol consumption. Enforcement techniques to spot underage drinkers and transactions are also utilized. Emphasis may be placed on developing multi-jurisdictional task forces to deal with these events since they generally draw attendees from several regions and the local law enforcement agencies are often not equipped to handle the increased population.

Qualifying Non-Saturation Events include:

The following types of enforcement activities will be reported as a non-saturation event in the Law Enforcement Web Reporting (LEWR) online report system.

- **Compliance Checks** — Compliance Checks must utilize an underage buyer working under the direction of a law enforcement agency. The underage buyer enters a licensed liquor establishment and attempts to purchase alcoholic beverages. This operation may be conducted at on-premise sites (bars, restaurants, clubs, etc.) and off-premise businesses (convenience stores, grocery stores, gas stations, etc.).

- **Shoulder Tap** – Shoulder tap activities must involve an underage buyer working under the direction of a law enforcement agency. The underage buyer will approach an individual who is about to enter an off-sale establishment and ask them to purchase alcohol for them from an off-sale establishment.

- **Server Training** — Training provided to servers, sellers, and consumers of alcohol to prevent intoxication, drunk driving, and UA.

- **Controlled Party Dispersal** — Controlled Party Dispersal goes hand in hand with Party Prevention Patrols. If patrol personnel encounter an UA party, the officer calls for backup and then uses proper party dispersal protocol as set out by the Pacific Institute for Research and Evaluation (PIRE) document *A Practical Guide to Preventing and Dispersing Underage Drinking Parties*. http://www.pire.org/documents/UDETC/operational-guides/PreventingUADParties.pdf

During each enforcement period of the contract, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per UA enforcement period.
- Determine the best enforcement strategy (e.g., saturation patrols, bar patrols, or compliance checks, etc.) that will most effectively deter underage access and consumption of alcohol within the Contractor's jurisdiction.
- Coordinate with the Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the enforcement period.

DISTRACTED DRIVING (DD) ENFORCEMENT

PROJECT NO. PHSPDD2011-02-04

SCOPE OF WORK

The DD enforcement campaign exists to decrease the use of handheld electronic devices and other activities that are a distraction or cause inattentiveness by the driver through heightened enforcement of DD laws in the state. The campaign's success is built upon the strategy that education, along with heightened and consistent enforcement, is an effective means to change driver behavior and decrease crashes caused by driver distraction.

Participating law enforcement agencies are required to work overtime during scheduled DD campaigns to achieve heightened enforcement within their jurisdictions by enforcing the ban on all cell phone use by minors (under the age of 18) and activities by all drivers which cause inattentiveness resulting in traffic violations.

The Contractor is required to work during the scheduled DD enforcement periods as identified in Attachment 1. The Contractor may conduct additional enforcement activity beyond the required events within their jurisdiction, if the budget allows, and if the Contractor can justify the purpose of additional enforcement. The Contractor must notify the Safety Division of the additional enforcement activity prior to conducting the additional enforcement activity.

During each identified enforcement period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per DD enforcement period.
- Determine the best enforcement strategy that will efficiently use available resources and conduct heightened enforcement within corridors and at times where the occurrence of DD and electronic device usage is most prevalent.
- Issue Citations – ***not warnings*** – when observing a driver violating North Dakota's DD law. This is to assure the integrity of the DD message to the public. Each stop is an opportunity to educate the public on taking personal responsibility for their driving behaviors.
- Coordinate with the Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the heightened enforcement of DD laws during the enforcement period.

MEDIA

PROJECT NO. PHSPID2010-03-02

SCOPE OF WORK

The Contractor will be responsible for the development and placement of media ads for the enhancement of impaired driving campaigns to specifically target the city of Fargo population. The Contractor must:

- Receive approval from the Safety Division before placement/distribution of any media materials using NDDOT funds.
- Meet closed captioning requirements for any ads developed for television.

The Contractor will track and report frequency and coverage of media message.

Reporting

A detailed progress report and voucher will be submitted to the Safety Division within 45 days after the end of the month in which expenses occurred. A voucher format will be provided by the Safety Division. The progress report must include:

1. The timeline of the project.
2. The total amount of funds spent on the project.
3. An outline of what portion of the project the DOT funds were attributed to.

The Contractor must maintain copies of the media placement affidavits on file.

REPORTING AND AUDIT REPORTING / ALL PROJECTS

Reporting

The Contractor must submit the enforcement logs and reimbursement voucher(s) to the Safety Division per the schedule referenced in the previous OP, ID, UA, and DD enforcement sections. Late reports may result in a delay in processing or a reduction in payment.

The Contractor must retain for a minimum of three years, copies of timesheets, payroll, agency work schedules, and any other supporting documentation.

An enforcement contact is defined as one traffic stop, which may include multiple enforcement actions with the occupants of a motor vehicle while conducting overtime enforcement under contract with NDDOT.

Because the OP, ID, UA, and DD enforcement programs are statewide efforts, participation by each contracted entity is critical to the success of the campaigns. If the Contractor is unable to fulfill any portion of the contractual scope of work, they must contact the Safety Division immediately.

Audit Reporting

A non-federal entity that expends $750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR 200, Subpart F. A financial audit is sufficient if the non-federal entity expends less than $750,000.

NDDOT RESPONSIBILITIES, REIMBURSEMENT, AND OTHER REQUIREMENTS / ALL PROJECTS

NDDOT Responsibilities

This Scope of Work will be monitored by the NDDOT's Program Manager. Oversight will include, but will not be limited to, desktop and on-site monitoring of program finances, operations, and performance. This will include identification and written notification of issues and/or concerns that could significantly affect the program's performance and outcomes to agents of the contracting agency in the community.

Based on federal grant requirements, NDDOT may revise the enforcement dates shown in Attachment 1. The Contractor will be notified by email and will receive a revised Attachment 1 that will identify the revised enforcement dates and due dates of enforcement logs and reimbursement vouchers.

Reimbursement

This contract will reimburse allowable expenses up to each project's total budget for costs incurred through completion of the scope of work and/or at the direction of the program manager. The Safety Division reserves the right to deny payment for unallowable expenses identified in the applicable cost principles.

Overtime wages will be reimbursed at the agency-approved overtime rate and mileage, if applicable, will be reimbursed at the state-approved rate (58 cents per mile).

At the close of the state fiscal year, which is June 30, enforcement logs and reimbursement vouchers must be submitted no later than July 15 for any services or purchases that took place on or before June 30. Vouchers received after July 15 may not be reimbursed. Please note: only equipment that has been received by June 30 is affected by this due date.

The final reports/vouchers for all projects are due no later than November 14, 2020. ***Vouchers received after November 14, 2020, will not be reimbursed.***

Other Requirements

The Contractor is encouraged to follow the guidelines for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

The Contractor shall not use the funds for supplanting. *Funds for programs and services provided through this grant are intended to supplement,* ***not supplant****, other state or local funding sources*. Supplanting is defined as replacing routine and/or existing state or local expenditures with the use of federal grant funds and/or using federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of state, local, or federally-recognized Indian tribal governments.

Written and verbal warnings are not encouraged under any of the grant programs.

The Contractor is encouraged to use the E-Citation module within TraCS Web while conducting overtime enforcement activities through NDDOT grant funded programs. The Safety Division will monitor enforcement activities in TraCS. Upon request, those issuing paper citations or electronic citations in another program will be required to submit copies of citations to the Safety Division.

OCCUPANT PROTECTION (OP) ENFORCEMENT BUDGET

PROJECT NO. PHSPOP2005-05-06 / CFDA NO. 20.616

DIRECT COSTS		
Overtime wages		$14,000
Mileage		$ 0
PROJECT TOTAL		$14,000
Participation		
Federal	100%	$14,000
State	-	
Local	-	

IMPAIRED DRIVING (ID) ENFORCEMENT BUDGET

PROJECT NO. PHSPID2010-02-06 / CFDA NO. 20.616

DIRECT COSTS		
Overtime wages		$22,000
Mileage		$ 0
PROJECT TOTAL		$22,000
Participation		
Federal	100%	$22,000
State	-	
Local	-	

UNDERAGE DRINKING (UA) ENFORCEMENT BUDGET

PROJECT NO. PHSPID2010-12-03 / CFDA NO. 20.616

DIRECT COSTS		
Overtime wages		$10,000
Mileage		$ 0
PROJECT TOTAL		$10,000
Participation		
Federal	100%	$10,000
State	-	
Local	-	

DISTRACTED DRIVING (DD) ENFORCEMENT BUDGET

PROJECT NO. PHSPDD2011-02-04 / CFDA NO. 20.600

DIRECT COSTS		
Overtime wages		$10,000
Mileage		$ 0
PROJECT TOTAL		$10,000
Participation		
Federal	100%	$10,000
State	-	
Local	-	

MEDIA

PROJECT NO. PHSPID2010-03-02 / CFDA NO. 20.616

DIRECT COSTS		
Media		$7,000
PROJECT TOTAL		$7,000
Participation		
Federal	100%	$7,000
State	-	
Local	-	

ATTACHMENT 1

OCCUPANT PROTECTION (OP) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
November 1 – Dec. 12, 2019	12/19/2019	01/31/2020
May 18 – May 31, 2020	06/05/2020	07/10/2020
July 1 – August 13, 2020	08/17/2020	09/30/2020

* May 20 – May 31, 2020 is the National Click or Ticket It Campaign. *(CIOT)**

Participating agencies are required to conduct a minimum of 2 shifts per enforcement period.

Contractor may not work any other dates for the occupant protection campaign.

Please refer to the Contract for full Scope of Work.

ATTACHMENT 1

IMPAIRED DRIVING (ID) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
Dec. 13, 2019 – January 31, 2020	02/06/2020	03/31/2020
March 1 – 31, 2020	04/06/2020	05/31/2020
August 14 – Sept. 1, 2020 *DSOGPO*	09/04/2020	10/31/2020

* August 14 - September 1, 2020, is the National Drive Sober or Get Pulled Over Campaign. *DSOGPO* requires a minimum of 4 shifts to be worked.

A minimum of 2 shifts are required during the other ID enforcement periods.

Please refer to the Contract for full Scope of Work.

ATTACHMENT 1

UNDERAGE DRINKING (UA) LAWS ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
October 1 – 31, 2019	11/04/2019	12/31/2019
April 1 – May 17, 2020	05/22/2020	06/30/2020

Participating agencies are required to conduct a minimum of 2 shifts per enforcement period.

Underage drinking activities include: saturation patrols, compliance checks, server training, and other non-saturation enforcement activities.

Please refer to the Contract for full Scope of Work.

ATTACHMENT 1

DISTRACTED DRIVING (DD) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
April 1 – 30, 2020	05/06/2020	06/30/2020
September 1 – 30, 2020	10/03/2020	10/31/2020

Participating agencies are required to conduct a minimum of 2 shifts per enforcement period.

Please refer to the Contract for full Scope of Work.

Appendix B

Certifications and Assurances for Fiscal Year 2020 Highway Safety Grants (23 U.S.C. Chapter 4 and Sec. 1906, Pub. L. 109-59, as Amended)

[The Governor's Representative for Highway Safety must sign these Certifications and Assurances each fiscal year. Requirements that also apply to subrecipients are noted under the applicable caption, and must be included in agreements with subrecipients.]

State: North Dakota

By applying for Federal grants under 23 U.S.C. Chapter 4 or Section 1906, the State Highway Safety Office, through the Governor's Representative for Highway Safety, agrees to the following conditions and requirements.

GENERAL CERTIFICATIONS AND ASSURANCES

In my capacity as the Governor's Representative for Highway Safety, I hereby affirm that—

- I have reviewed the information in support of the State's application for 23 U.S.C. Chapter 4 and Section 1906 grants, and based on my review, the information is accurate and complete to the best of my personal knowledge.

- In addition to the certifications and assurances contained in this document, I am aware and I acknowledge that each statement in the State's application bearing the designation "CERTIFICATION" or "ASSURANCE" constitutes a legal and binding Certification or Assurance that I am making in connection with this application.

- As a condition of each grant awarded, the State will use the grant funds in accordance with the specific statutory and regulatory requirements of that grant, and will comply with all applicable laws, regulations, and financial and programmatic requirements for Federal grants, including but not limited to—

    - 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
    - Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
    - 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
    - 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
    - 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

- I understand and accept that incorrect, incomplete, or untimely information submitted in support of the State's application may result in the denial of a grant award. If NHTSA seeks clarification of the State's application, I authorize the State Highway Safety Office to provide additional information in support of the State's application for a 23 USC Chapter 4 and Section 1906 grant.

SECTION 402 CERTIFICATIONS AND ASSURANCES

In my capacity as the Governor's Representative for Highway Safety, I hereby affirm that—

- The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))

- The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))

- At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)

- The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))

- The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))

- The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:

  - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to –
    - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
    - Increase use of seat belts by occupants of motor vehicles;

  - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;

  - An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;

- Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;

- Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a). (23 U.S.C. 402(b)(1)(F))

- The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

- The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

In my capacity as Governor's Representative for Highway Safety, I—
[CHECK ONLY ONE]

☒ certify that automated traffic enforcement systems are not used on any public road in the State;

OR

☐ am unable to certify that automated traffic enforcement systems are not used on any public road in the State, and therefore the State will conduct a survey meeting the requirements of 23 U.S.C. 402(c)(4)(C) AND will submit the survey results to the NHTSA Regional Office no later than March 1 of the fiscal year of the grant.

OTHER REQUIRED CERTIFICATIONS AND ASSURANCES

In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following additional certifications and assurances:

Intergovernmental Review of Federal Programs

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

Federal Funding Accountability and Transparency Act (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subward and Executive Compensation Reporting, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;

- Amount of the award;

- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;

- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;

- A unique identifier (DUNS);

- The names and total compensation of the five most highly compensated officers of the entity if:
  (i) the entity in the preceding fiscal year received—
  (I) 80 percent or more of its annual gross revenues in Federal awards;
  (II) $25,000,000 or more in annual gross revenues from Federal awards; and
  (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

- Other relevant information specified by OMB guidance.

Nondiscrimination
(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;

- **The Uniform Relocation Assistance and Real Property Acquisition Policies** Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.),* **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);

- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

  "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

The Drug-Free Workplace Act of 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;

2. The grantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation, and employee assistance programs;

4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;

5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –

1. Abide by the terms of the statement;

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;

e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –

1. Taking appropriate personnel action against such an employee, up to and including termination;

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

Political Activity (Hatch Act)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Certification Regarding Federal Lobbying
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Restriction on State Lobbying
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification Regarding Debarment and Suspension
(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns

its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for

lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Buy America Act
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

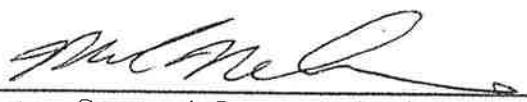
Policy on Seat Belt Use

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

Policy on Banning Text Messaging While Driving

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

I understand that the information provided in support of the State's application for Federal grant funds and these Certifications and Assurances constitute information upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.



Signature Governor's Representative for Highway Safety

06/28/2019

Date

Mark Nelson

Printed Name of Governor's Representative for Highway Safety

CITY OF Fargo

FARGO POLICE DEPARTMENT
222 Fourth Street North, Fargo, North Dakota 58102
David E. Todd, Chief of Police

(34)

October 1, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: North Dakota Department of Emergency Services Grant Application

Dear Commissioners:

In May of 2019, the Fargo Police Department/Red River Valley SWAT team asked for and received permission from the Board of Commissioners to apply for a ROOK Tactical Vehicle with trailer and tow vehicle. In September of 2019, the North Dakota Department of Emergency Services (ND DES) awarded the Fargo Police Department/Red River Valley SWAT team $377,000.00 for the purposes of purchasing a ROOK Tactical Vehicle, attachments and trailer.

The new remote controlled NIJ Level 4 Ballistic Tactical Vehicle will support our team's core capabilities of protection, response, prevention, mitigation and recovery to a terrorist attack by allowing tactical team members access to a mobile piece of ballistic protection that increases our tactical options when responding to a critical incident.

Recovery and response efforts can be conducted in a more safe and quick manner than our current capability. This new Ballistic Tactical Vehicle will assist in filling a capability gap that will sustain efforts to provide emergency services to the regional community.

There is no requirement for the city of Fargo to match any of the grant funding provided.

Upon your approval, the Red River Valley SWAT team will purchase the ROOK Tactical Vehicle, attachments, and trailer, with the awarded grant money from ND DES.

Attached you will find descriptions of each item and a bid from the vendor.

Recommended Motion:

Allow the receiving of the awarded ND DES grant funds to purchase the ROOK Tactical Vehicle, attachments and trailer.

Sincerely,

David E. Todd
Chief of Police

ADMINISTRATION
Phone: 701-241-1427
Fax: 701-297-7789

INVESTIGATIONS
Phone: 701-241-1405
Fax 701-241-1407

RECORDS
Phone: 701-241-1420
Fax: 701-241-8272

NON EMERGENCY
Phone: 701-235-4493

www.fargopolice.com

INVESTMENT JUSTIFICATION

The ROOK: Armored Critical Incident Vehicle

Custom Designed and Fabricated by Ring Power Corporation - Caterpillar® Dealer

I. INTRODUCTION AND OVERVIEW

The ROOK: Armored Critical Incident Vehicle (The ROOK) has been identified by the RRV SWAT Team as a vital piece of specialized law enforcement equipment that will address and dramatically improve key essential areas of constant concern and review within our agency:

(1) Increase Officer and Citizen Safety
(2) Efficiency of Operations / Fiscal Responsibility.
(3) Sustain and enhance the capabilities of current regional tactical teams

The ROOK will be utilized to its fullest extent to increase the safety of our citizens, officers and all emergency first responders while at the same time serve to more safely progress critical incidents to a more efficient and cost effective resolution.

Through the procurement and subsequent utilizations of The ROOK during incidents involving terrorism and other tactical police response to armed subjects, the direct and indirect costs associated with protracted law enforcement "standoff" incidents will be greatly reduced. This will be accomplished by effective and responsible use of The ROOK capabilities to be described and detailed within this Investment Justification.

Simply stated, The ROOK capabilities permit the operator to safely approach, rescue, evacuate citizens and officers, maneuver and work safely within the inner perimeter of a scene. Simultaneously this enables the incident commander or lead governmental decision maker to dramatically reduce the time duration spent on scene, the manpower required, and the exorbitant financial costs incurred during such protracted armed barricaded gunmen / hostage situation "standoffs".

Law enforcement steps and actions related to negotiations, scene approach, rescue, evacuations, recovery, maneuvering, breaching, clearing, custody etc., can now be safely accomplished within minutes and hours as opposed to days. This efficiency is gained without compromising officer and community safety – it is actually increased due to the ballistic protection and versatility of The ROOK and its specialized attachments.

These types of terrorism and critical incidents have historically become protracted situations which greatly impact the immediate and surrounding community, require residence and business evacuations, traffic flow disruptions and school lockdowns.

These incidents place both an extensive manpower and resources drain on all emergency responder and support entities. This financial impact is also noted by the primary agency and local government though the cost of salaries, overtime and supplies expended during protracted incidents. Resolving the critical incident as safely and efficiently as possible, given any particular set of circumstances and location, and the restoration of the "normal" environment is the goal for all law enforcement and government agencies. This is also the stated wish for all community residents being impacted and displaced by the critical incident and is closely monitored and reported in the local and national media.

Reducing liability issues related to these protracted armed standoff situations, which expose the community and all first responders to the imminent threat of death or serious bodily injury, is also a key component. Resolving the incident as quickly and safely as possible reduces the ongoing risk of all persons and addresses the preservation of human life duty and mission of our agency.

The use and deployment of traditional wheeled civilian law enforcement transport armored vehicles to respond and secure the perimeter at terrorism and critical incident scenes has become commonplace in the United States. These types of vehicles also serve an important role in law enforcements measured and progressive response to a critical incident by securing the perimeter and protecting the officers within the vehicles while working to establish contact and communications with the armed / barricaded subject.

However these types of traditional wheeled tactical armored vehicles are severely limited as to their terrain mobility and functionality beyond that. They possess very limited breaching capabilities, no ability to access smaller areas, lack the capability to simultaneously breach and clear via integrated camera systems areas of concern on both ground and elevated floors. They cannot operate on soft ground or reach access to upper floors of a structure. These limitations on traditional wheeled armored transport vehicles often do not provide for any additional tactical options, steps or measures for the incident commander and do not contribute to progress the incident closer to a resolution.

Across the United States civilian law enforcement agencies equipped with traditional wheeled armored transport vehicles have continued to experience critical incidents where the nature, location, dynamics and terrain conditions of the incident have exceeded the capabilities and usefulness of their existing traditional wheeled armor transport vehicles. Without additional tactical options, the situations reach a standstill and evolve into unnecessary protracted situations due to elevated officer safety issues with approach, clearing and custody of the armed and concealed suspect(s).

There are numerous documented incidents where law enforcement agencies exhausted all other tactics and measures without resolving the critical incident or

neutralizing the armed suspect(s) who continued to engage officers and citizens with gunfire or the expressed threat and actions to continue this assaultive and life threatening behavior. It was only upon locating an available law enforcement agency equipped with The ROOK to respond to the scene and address the situation were these incidents then quickly resolved upon The ROOK's arrival and capabilities being utilized.

The ROOK and its attachments have been identified as the required piece of armored specialized law enforcement equipment to provide for these capabilities, improve officer and citizen safety, provide for increased tactical steps and progressive measures for our incident commander / government agency decision makers and to reduce costs per incident dramatically through more efficient and safer police operations.

The procurement of The ROOK to be maintained and utilized as a regional asset will directly address the goal of enhancing and sustaining the current regional tactical teams in our area. This approach and method has proven successful in other regions of the United States where the procurement of a ROOK and its specialty attachments serves the needs of multiple agencies in a particular region. Minimizing the response time for The ROOK to respond to a critical incident in our region directly supports this goal.

The unmatched capabilities and utility of The ROOK to quickly resolve a critical incident involving armed terrorists or criminal subjects has been well documented. Most often times the critical incident lasts as long as it takes for The ROOK to arrive on scene and commence ROOK operations – the incident in normally then resolved within minutes as opposed to hours and days, without the increased and continuing risk to innocent citizens and officers.

II. BACKGROUND PERSPECTIVE

Civilian law enforcement across the United States has witnessed the continuous increase in size, spectra and frequency of violent criminal activities, active shooter incidents, barricaded gunmen / hostage situations, armed assaults on law enforcement and anti-government and terrorism related activities. These same civilian law enforcement agencies at the Federal, State, County and Municipal levels, to include our own agency, the Fargo Police Department/RRV SWAT and the governmental authorities we represent, are also tasked with responding and resolving these life threatening incidents.

The most alarming characteristic of this trend nationwide is the documented increase in armed suspects and terrorists intentionally, strategically and/or randomly firing on law enforcement and citizens without any regard. Armed criminals and terrorists recognize and exploit the inherent vulnerabilities of all emergency first responders and

civilian law enforcement officers. This is especially true as it pertains to the limitations of personal protective equipment in body armor as well as the lack of ballistic protection afforced by most all civilian law enforcement vehicles.

The ROOK has been specifically designed, fabricated, and ballistically reinforced for use by civilian law enforcement for these ever increasing encounters with armed subjects. These armed subjects, who either by intention or evolution of incident circumstances frequently utilize fortification and concealment to advance and continue their violent criminal, terroristic and dangerous behavior.

The ROOK is not a military or military surplus vehicle, nor is it an "offensive" piece of equipment. The ROOK is purely a purpose built "protective" piece of specialized civilian law enforcement equipment. The ROOK utilizes its NIJ Level 4 ballistic characteristics, unmatched mobility, maneuverability, traction capabilities and use of its hydraulic powered custom attachments to enable one officer / ROOK operator to safely maneuver and work within the interior perimeter and immediate area of an armed subject. The ROOK was specifically designed, developed and evolved from a well-established Caterpillar® equipment construction lineage. The ROOK's reliability, versatility and utility are unmatched by traditional wheeled armored transport vehicle.

The ROOK rubberized track feature is a unique adaption and utilization of a proven commercial construction equipment traction technique. Rubberized track multi terrain loaders manufactured by Caterpillar® and numerous other equipment manufacturers are a standard and ubiquitous sight across the world in civilian earth moving and construction applications.

The ROOK rubberized track and drive feature eliminates traction issues regardless of surface and will not get stuck or sink when operating off paved and prepared surfaces such as yards, fields or lots – a problem issue that has plagued traditional wheeled armored transport vehicles. The minimal ground pressure exerted by the rubberized track feature enables the ROOK to operate safely over soft ground, buried septic tanks, dirt, sand, snow, wet ground, mud or gravel. It is also important to note that due to The ROOK's compact size the machine can operate in and around the immediate perimeter of urban, suburban and rural settings.

The ROOK can also operate within the ground floor hallways and rooms of commercial buildings, shopping malls, school buildings correctional facilities. Most of these facilities ground floors are constructed to easily support the weight of The ROOK and have existing commercial doorway entry points that The ROOK can utilize or expand

on its own in time of emergency to gain access and immediately enter the ground floor of the facility

The ROOK increases officer safety and provides an unequalled versatility and utility function to the incident commander and law enforcement officers on scene. The ROOK has proven its value and ability to safely and efficiently assist in the resolution of armed critical incidents across the United States and is currently an integral part of numerous State, County and Municipal law enforcement agencies.

The ROOK has also proven invaluable during calls for service involving law enforcement to assist and support emergency medical services (EMS) units with resolving situations involving armed mentally disturbed individuals continue to increase. Citizen's suffering from severe mental health episode often demonstrate completely irrational and extremely violent behavior toward themselves, family members, neighborhoods, schools, the government and the first responders themselves.

The threatened or use of firearms during these suicidal subject episodes which frequently develop into armed subject barricading in a residence, business or vehicle then requires a police response to stabilize the scene and work to resolve. Often the citizen suffering from the mental health crisis then also turns their armed violent intentions and actions toward the law enforcement officers who are there to help them.

While the legal criminal intent to seriously injure or kill the responding law enforcement officers is often not present at the time in the mind of the person undergoing a mental health crisis, the factual reality is clear that their armed and violent actions toward law enforcement still pose the immediate threat of death or serious bodily injury to the officers. The officers must be afforded the protection required of the threat they are facing.

The ROOK equipment line has been in service with other civilian law enforcement agencies across the country for many years. Law Enforcement agencies who utilize The ROOK equipment as part of their police operations during such armed gunmen critical incidents and high risk warrant services have reported and documented continual and numerous successful incident resolutions that would not have been remotely possible without the use of The ROOK.

The standard and extremely dangerous tactic by law enforcement to expose officers to manually breach or break through an existing glass window, door or existing potential entry / egress point that is already part of the structures design but is closed, locked or fortified is an expected measure to be employed by law enforcement during a

barricaded gunmen situation. Exposing a tactical entry to begin clearing and searching for the armed and hidden subject is of the highest danger and risk to officers.

Eventually on every incident where the subject does not peacefully surrender or exit the structure a tactical entry by law enforcement must be made. This is by far one of the most dangerous actions law enforcement officers must undertake and not a tactic that is entered into without great concern by all involved.

The ROOK and its hydraulic ram and integrated camera system enables one ROOK operator to approach, breach and "remotely" clear the structure via ram camera system, penetrating deeper into the structure ground floor, basement, second floor, attic, garage, out building etc.... as necessary, moving and removing debris or obstacles all from the ballistic safety of The ROOK cab. This is all accomplished by only 1 (one) officer. This enables other officers on scene to accomplish other important tasks related to this incident and maximizes the incident commander's use of other available manpower resources.

This type of tactical clearing, searching and reducing the threat area can be done within minutes to locate and expose the armed subject. This capability of The ROOK also does not expose a multitude of officers on an entry team having to navigate within a structure known to the armed suspect and not familiar to the officers.

The ROOK can also be utilized to breach or create an opening in a structure, to gain a tactical advantage for officers, or expose an area of fortification or concealment being utilized by the armed suspect / subject, where an opening or exterior port does not already exist.

This capability is also critically valuable when incident intelligence indicates the potential for suspected Improvised Explosive Devices (IED's) may have been placed at existing or anticipated entry points, doors and windows. It is also invaluable when the armed subject has taken refuge and possesses a tactical advantage by concealing themselves in an area with only one entry point which would require officers to approach and enter from thus exposing them to mortal danger.

The RRV SWAT Team has thoroughly discussed and concurs that the utilization of the ROOK and attachments to intentionally alter the physical structure and stability of a location would not to be undertaken lightly. This planned course of tactical action and intervention would only be exercised during high risk tactical operations where armed subjects / suspects and terrorists have demonstrated their intentions and immediate

capability to expose members of law enforcement to the risk of death or serious bodily injury through firearms, explosives or other life threatening measures.

All other means of peacefully and safely resolving the critical incident shall be attempted and documented by the RRV SWAT Team prior to the utilization of the ROOK for structurally invasive operations.

The unmatched power and capabilities of The ROOK hydraulic breaching ram reduces the need for traditional explosive breaching applications or exposing officers to approach and manually breach a fortified structure during a high risk warrant service.

The ROOK ram and /or grapple claw can breach and create openings of varying sizes and easily defeat most any and all residential construction, commercial or correctional facilities as well as most any vehicle, truck or trailer being utilized to fortify and conceal an armed suspect.

Utilizations of The ROOK and its Armored Deployment Platform (ADP) have also been well documented during incidents where officers have been inserted and recovered from second floor entry points under heavy gunfire.

The ADP is used regularly as well as to conduct first and second floor pole cam team operations.

The ADP is regularly used to conduct safe evacuations of neighbors, citizens and officers "pinned down" or otherwise trapped in the inner perimeter as the incident unfolded.

The insertion and recovery of both SWAT and Bomb Squad robots via the ADP to conduct robotic searches of the interior of facilities when access and approach is otherwise blocked or impeded.

The ROOK and ADP has been utilized during documented incidents where suspected terrorists and active shooters have fled in vehicles from scenes and involved in gun battles with pursuing officers until the vehicle was stopped. The ROOK and ADP were the only safe way to approach and remotely clear the vehicle of other suspected armed terrorists due to the presence of improvised explosive devices being used prior and suspected within the vehicle.

The ADP is also utilized as a self-contained perimeter position due to its configuration and ability to be transported and dropped in an open area to provide officers with a fortified perimeter position where none existed due to the openness of terrain or incident location.

The ROOK Extraction Forks and Grapple Claw attachments have been utilized on real world incidents for lifting removing vehicles, regardless of orientation or placement, removal other debris as needed to create working space or gain access to the structure. Traditional wheeled armored transport vehicles cannot perform these tasks which render those vehicles limited to access or gaining the needed proximity approach or tactical perimeter position advantage.

These documented accounts of successful, safe and efficient critical incident resolution through the safety and versatility provided by The ROOK are available through Ring Power Corporation as well as through the agencies themselves upon request.

It is only through the constant evaluation of and procurement of specialized law enforcement equipment designed and proven to meet these ever evolving threats that the RRV SWAT Team can keep pace with the current threat trends and sustain the capabilities of the regional teams in our area.

Dramatically increasing officer safety and gaining the immediate tactical advantage for law enforcement and first responders to any armed and violent situation should always be a top priority.

The ROOK has been identified as a key component to accomplishing this goal.

III. The ROOK STANDARD PACKAGE – DESCRIPTION OF EQUIPMENT

The ROOK, is an NIJ Level IV Armored Caterpillar Multi-Terrain Loader. This piece of armored equipment specifically adapted and modified for utilization during tactical operations when combating armed subjects or other critical incidents where the need to enhance officer safety is required due to environment, location or fortifications.

The ROOK is designed around a Caterpillar 297C model with unique wide rubber track design and undercarriage to enable working on sensitive surfaces and in soft underfoot conditions, a cab with A/C as well as a high flow, two-speed, self-level, dual level suspension undercarriage, advanced machine information and control system.

The ROOK is equipped with an electro/hydraulic implement control, RH; electro/hydraulic hydrostatic transmission control LH; hand and foot throttle, 12 volt electrical system, 90 ampere alternator, gauges, operator warning system indicators, a cloth seat with an ergonomically contoured armrest and a control interlock system.

The machine carries a Cat C3.8 Turbo Diesel Engine, meeting U.S. EPA Tier 4 Interim Emission Standards, 95 Gross HP Engine, SOS Sampling valves, Engine Oil and

Hydraulic Oil, Tilt up Radiator/Hydraulic Oil Cooler, Lockable Engine Enclosure, 4 Machine Tie Down Points.

The ROOK is specially equipped with NIJ Level IV Armor Cab Reinforcement ballistic resistant glass and is SCBA compatible for Hazardous Material and WMD response.

The equipment is specially designed and integrated to function with a variety of purpose built attachments to include:

A. Hydraulic Breaching Ram Device: with 6500psi is fitted with four low-light video cameras attached to its face that allows for a 360 Degrees field of view and one infrared camera for frontal view along with a Non-Lethal Chemical Agent Delivery System.

The hydraulic breaching ram attachment was custom designed delivering 6,500 psi of pressure and much more power than a traditional hand-carried ram.

This standard attachment included with The Rook can extend out from 6 to 10 feet and give a controlled breach of the structure including block walls, reinforced steel doors, wood and concrete, and windows protected by burglar bars.

The ram is equipped with four low-light video and one infrared forward view cameras recessed into the end - one on each side and one in front-giving the operator a 360° view of the breaching area.

The video images are transmitted to the viewing screen inside the cab with the operator. The operator can select each camera view individually full screen or divide screen into 5 views to see all ram cameras, as well as rear machine infrared camera view at the same time.

The ROOK camera system can also be equipped to transmit the video images via wireless feed to the incident command post and perimeter team members (wrist mounted receiver / smart phone / computer monitor)

B. A **Grapple Claw** attachment that has over 4,000 pounds of lift capacity for debris removal and site preparation

The Grapple Claw and bucket is very intrusive and can be utilized to gain access to attics where suspects might be trying to hide or seek protection from ground level exposure.

With 4,500 lbs. of lifting capacity, use of the grapple claws in removing fortified doors, burglar bars, or exterior shrubbery can simplify access for armed officers.

The grapple claw also aides in disaster relief efforts with the ability to remove debris from streets for emergency responders' access.

C. Vehicle Extraction Forks attachment used for vehicle removal and recovery.

The vehicle extraction tool (VET) attachment was fabricated for powerful use in the immobilization or removal of a vehicle in Tactical applications.

The tool can be used to push or pull a parked vehicle, pick up the car completely and move to a safe location, or positioned to lift rear wheels of an occupied vehicle to render it immobile.

Sliding the extraction tool under the side of a vehicle enables lifting to carry the vehicle away.

D. NIJ Level IV Armored Personnel Platform which can be raised (with or without personnel) to heights that allows for second story entries/rescue operations or fortified positions. The platform also has video monitoring, self-contained lighting and shooting ports.

The custom built NIJ Level IV platform includes sloping partial roof cover, and floor-to-roof front shield consisting of sliding center door and batwing doors on the outer edges, plus independent power for two Go Lights.

The ADP provides room for up to four fully-dressed officers and is equipped with four locking gun ports, four bullet proof glass sight ports, and two infrared video cameras attached to the front of the platform with video feed to the equipment operator and one rear infrared video camera on the Rook.

When the Armored Deployment Platform is mounted on the vehicle, the operator can raise it to 11 feet so that entry can be made on both the first and second floors, and the roof.

In a vehicle takedown, the platform can also be slanted downward so shots can be fired into a car without endangering pedestrians or other passersby.

The ADP will allow a bomb squad to be delivered closer to the proximity of a bomb eliminating long walking distances in very heavy protective gear.

With the attached rear platform lowered, three additional officers can be carried to the scene more safely than stacking behind a hand-carried ballistic shield. Additional uses include explosive breaching, strategic team placement, hostage rescue and delivering hostage negotiation phones, food, and medicines.

The ROOK and attachments are all contained and transported aboard a 12 ton Trailer with goose neck, 25' flat deck 5' dove tail, and electric brakes

Additional Optional Equipment is available and can be installed / integrated into the ROOK operating systems depending on our agencies needs.

These options include:

- Wireless Remote Control System – 1000 Feet, Line of Site Control
- FLIR Thermal Imaging Camera System – Camera and Integrated Monitor
- Operator Cab Over Pressure System
- Light Bar Package – 24" LED system
- ROOK Emergency Repair Support Kit
- Tactical Hand Held Breaching Tools for use aboard Armored Deployment Platform

THE ROOK

ARMORED CRITICAL INCIDENT VEHICLE

THE REAL TACTICAL ADVANTAGE.

Ring Power
THE ROOK
TACTICAL SOLUTIONS

RING POWER TACTICAL SOLUTIONS
500 World Commerce Pkwy.
St. Augustine FL 32092
904.494.7531 | info@ringpower.com

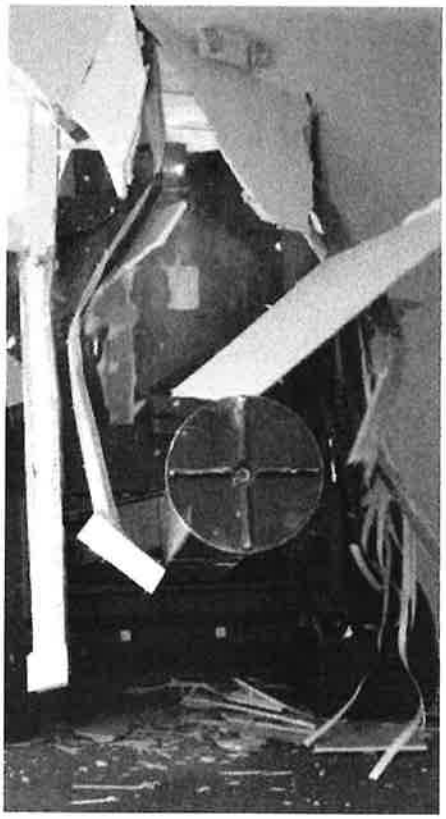
The Rook Patent Pending.

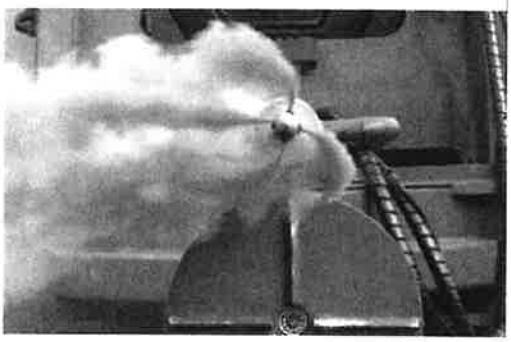
RINGPOWER.COM/TACTICALSOLUTIONS

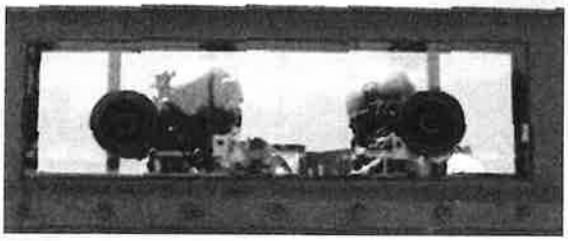
"We use it all the time for everything, You've Got To Have It!"

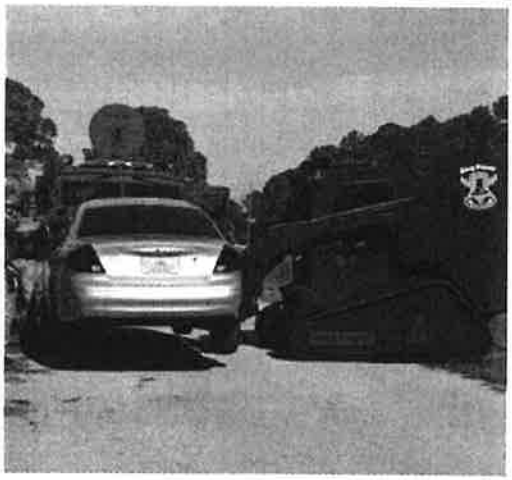
ST. JOHNS COUNTY SHERIFF'S OFFICE
SPECIAL OPERATIONS

THE ROOK









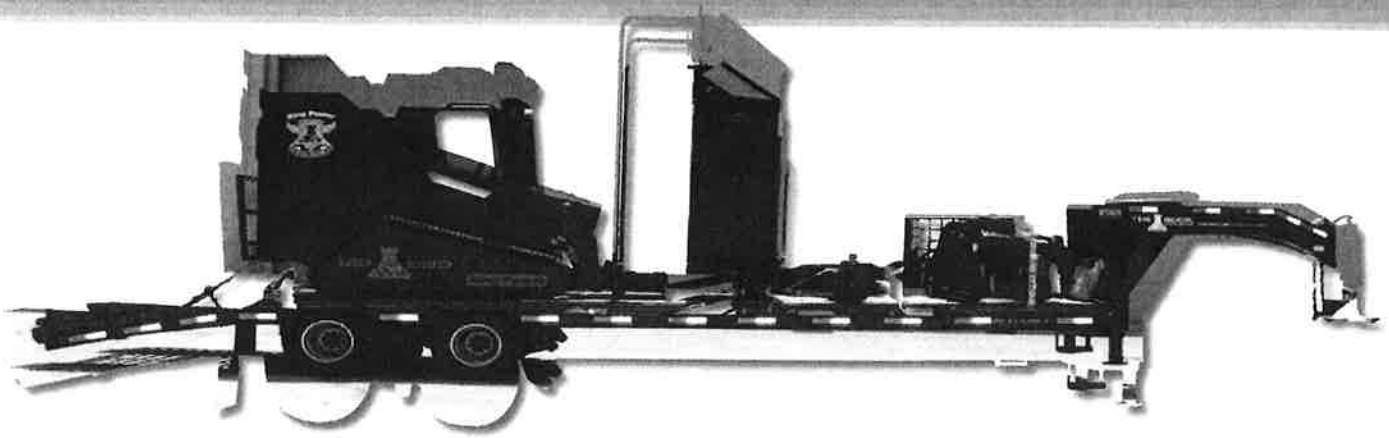
THE REAL TACTICAL ADVANTAGE.

When law enforcement officers are called to any emergency situation – they have to be prepared for the worst case scenario. Whether dealing with a hostage rescue, barricaded suspects, riot scene, or natural disaster, having the tactical advantage is critical.

The Rook Armored Vehicle is custom designed and fabricated by Ring Power Corporation, the North and Central Florida Caterpillar Dealer. Utilizing the powerful Cat® chassis as the base, The Rook provides service advantages that other tactical vehicles just don't have. Unlike traditional armored vehicles, The Rook is capable of being used in tight areas both inside and outside of public buildings to transport personnel or equipment and for surveillance. It is designed with mission specific attachments that increase job safety and can easily be changed depending on situational needs.

Law enforcement agencies across the United States and around the globe utilize The Rook to confront complex threats and make tactical operations safer.

"I don't ever feel like I'm in danger when I'm



THE ROOK STANDARD PACKAGE

The Rook Vehicle:

- Cat® chassis
- 74.3 Gross HP Engine
- Cab Reinforcement Fabrication with NIJ Level IV Armor
- 13,300 lbs. Operating Weight

Includes these Attachments:

- Armored Deployment Platform (ADP) with integrated wireless video camera system
- Hydraulic Breaching Ram (HBR) with integrated video system
- Vehicle Extraction Tool (VET)
- Grapple Claw (GC)
- 25' x 8' Gooseneck Trailer with additional 6' dovetail loading ramp, two 12,000 lb. axles, dual tandem wheels & tool box

Optional Equipment & Upgrades (At Additional Cost):

- OC Dispenser System – for deployment of OC from the front of the Hydraulic Breaching Ram.
- Integrated Night Vision
- FLIR Thermal Imaging
- Tactical Breaching Tools mounted to Platform
- Light Bar Package (LED)
- Wireless feed with wrist mounted monitors for team
- Warranty Upgrades – Parts and Labor Extended Service Coverage 36 Months/3,000 hours.
- Wireless Remote Control
- CW, TICS & TIMS detection
- CBRN cab-overpressure
- Explosives / IED mitigation package
- Real-time video uplink

ARMORED DEPLOYMENT PLATFORM *Patent Pending.*

One of The Rook's strategic attachments is the Armored Deployment Platform. The custom built NIJ Level IV platform includes a sloping partial roof cover and a floor-to-roof front shield. The shield features a sliding center door and batwing doors on the outer edges, plus independent power for two Go Lights. The ADP provides room for up to four fully-dressed officers and is equipped with two locking gun ports, four 5" x 9" sliding gun ports, four bullet proof glass sight ports, and 2 wireless infrared video cameras attached to the front of the platform with video feed to the equipment operator.

When the Armored Deployment Platform is mounted on the vehicle, the operator can raise it to 11 feet so that entry can be made on both the first and second floors, and the roofs. The platform height is also ideal for airplane assault incidents. In a vehicle take down, the platform can be slanted downward for crowd control and rescues.

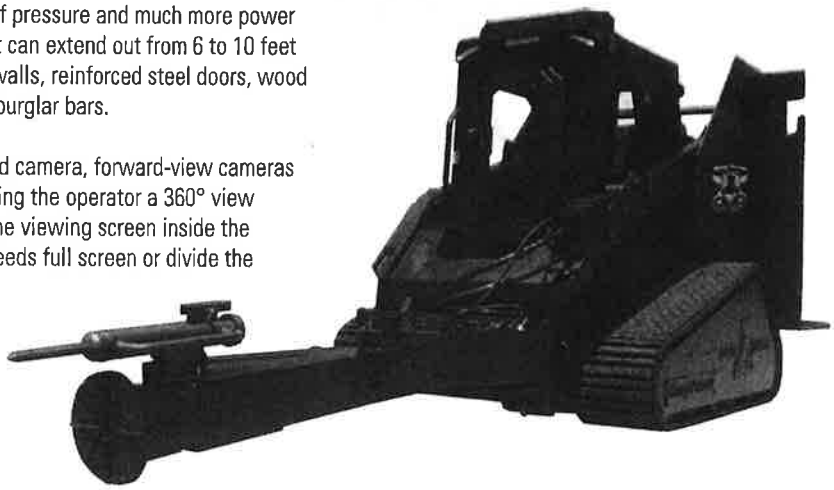
The ADP allows a bomb squad to be delivered closer to the proximity of a suspicious device eliminating long walking distances in heavy protective gear. The Rook can deliver the platform where other vehicles can't go including schools, malls, large crowds and more. The platform can be detached and used as a fortified position with room for an additional three officers as opposed to hand-carried ballistic shields. Additional uses include hostage rescue, suspicious package removal, bus assaults and delivering hostage negotiation supplies all while behind Level IV Armor.

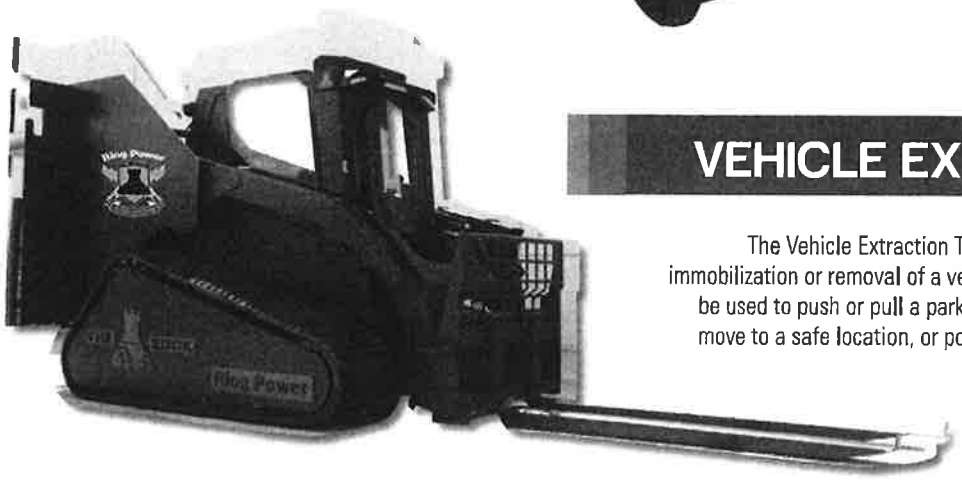
up close and personal in this machine." — MICKEY MCNALLY
JACKSONVILLE SHERIFF'S OFFICE
S.W.A.T. TEAM MEMBER

HYDRAULIC BREACHING RAM *Patent Pending.*

The Hydraulic Breaching Ram attachment delivers 6,500 psi of pressure and much more power than a traditional hand-carried ram. This standard attachment can extend out from 6 to 10 feet and give a controlled breach of the structure including block walls, reinforced steel doors, wood and concrete, hurricane windows and windows protected by burglar bars.

The ram is equipped with four low-light video and one infrared camera, forward-view cameras recessed into the end – one on each side and one in front-giving the operator a 360° view of the breaching area. The video images are transmitted to the viewing screen inside the cab with the operator. The operator can view single camera feeds full screen or divide the screen into 8 views to see all ram cameras, and all of these can be transmitted to the command center.



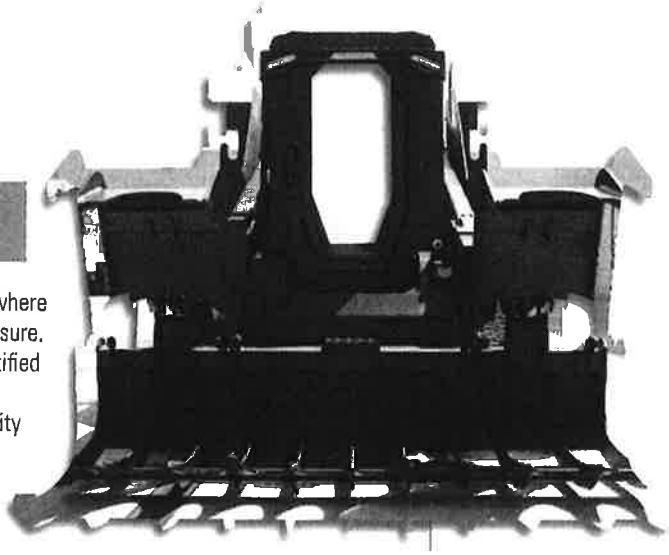


VEHICLE EXTRACTION TOOL

The Vehicle Extraction Tool was fabricated for powerful use in the immobilization or removal of a vehicle in tactical applications. The tool can be used to push or pull a parked vehicle, pick up the car completely and move to a safe location, or positioned to lift rear wheels of an occupied vehicle to render it immobile.

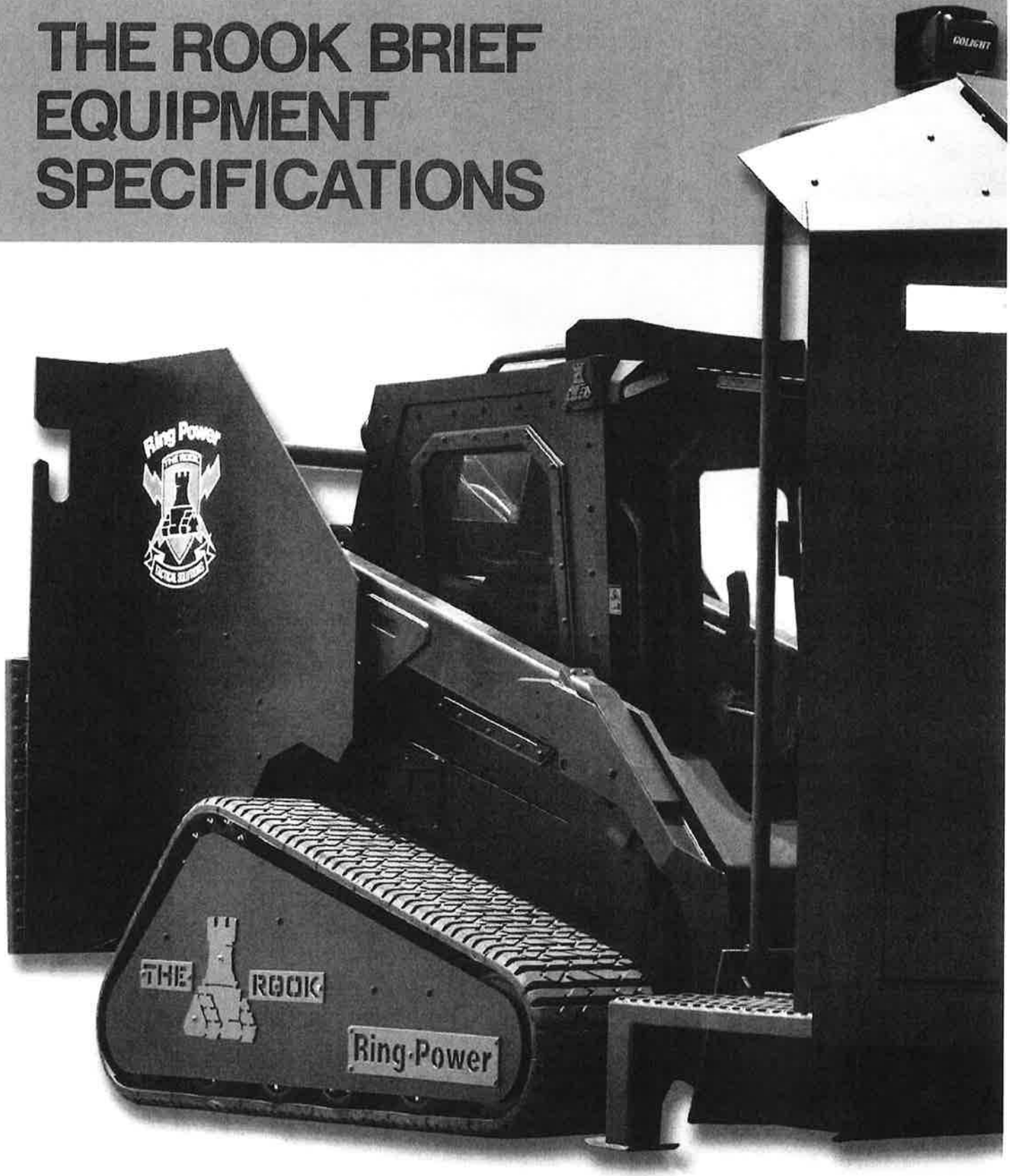
GRAPPLE CLAW

The Grapple Claw is intrusive and can be utilized to gain access to attics where suspects might be trying to hide or seek protection from ground level exposure. With 4,500 lbs. of lifting capacity, use of the grapple claw in removing fortified doors, burglar bars, or exterior shrubbery can simplify access for armed officers. The grapple claw also aides in disaster relief efforts with the ability to remove debris from streets for emergency responders' access.



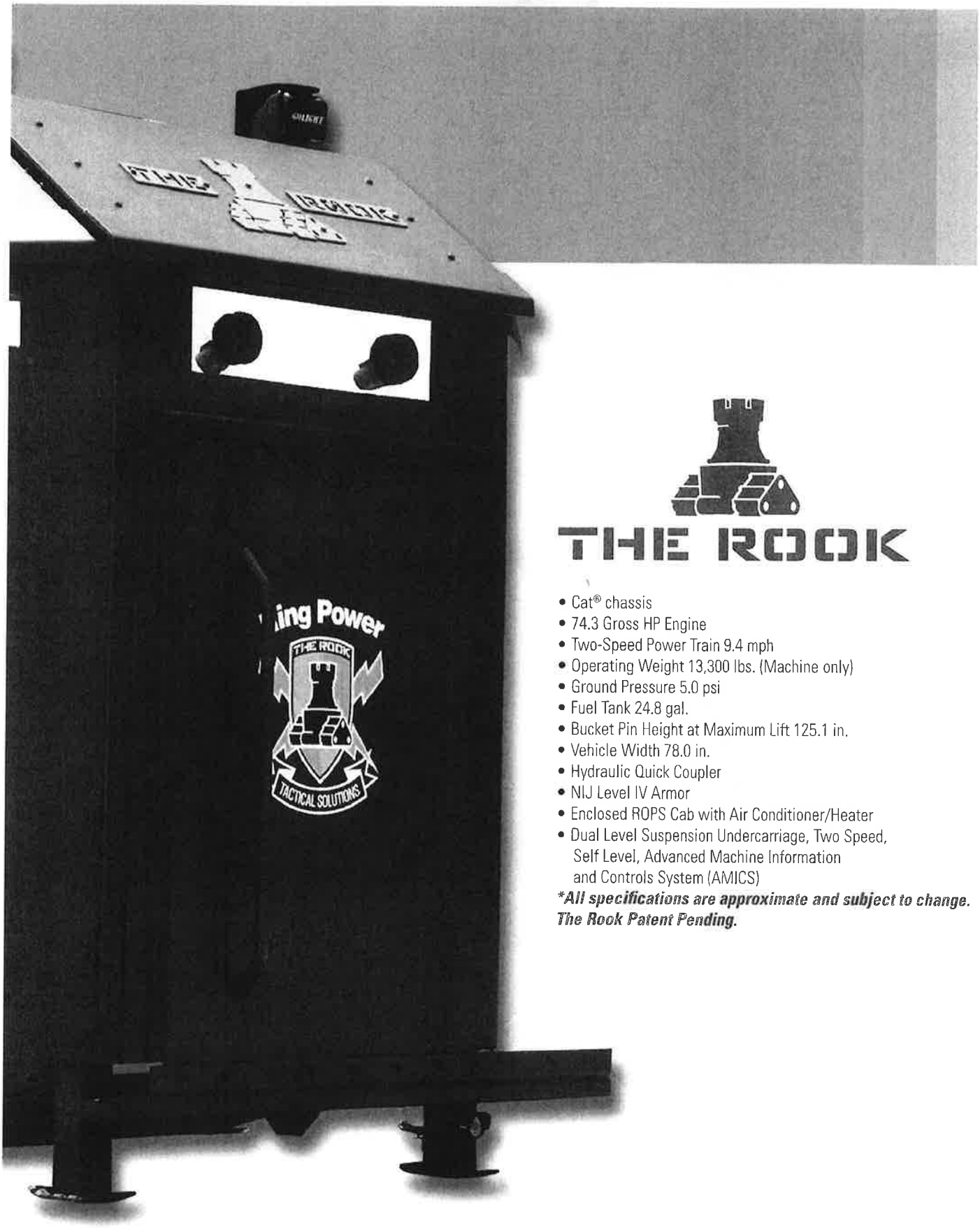
"The Rook is a true game changer when it comes to

THE ROOK BRIEF EQUIPMENT SPECIFICATIONS



our tactical operations."

— MAJOR KEITH A. STONE
PENNSYLVANIA STATE POLICE
DIRECTOR, BUREAU OF EMERGENCY AND SPECIAL OPERATIONS



THE ROOK

- Cat® chassis
- 74.3 Gross HP Engine
- Two-Speed Power Train 9.4 mph
- Operating Weight 13,300 lbs. (Machine only)
- Ground Pressure 5.0 psi
- Fuel Tank 24.8 gal.
- Bucket Pin Height at Maximum Lift 125.1 in.
- Vehicle Width 78.0 in.
- Hydraulic Quick Coupler
- NIJ Level IV Armor
- Enclosed ROPS Cab with Air Conditioner/Heater
- Dual Level Suspension Undercarriage, Two Speed, Self Level, Advanced Machine Information and Controls System (AMICS)

All specifications are approximate and subject to change.
The Rook Patent Pending.

Ring Power

THE ROOK

TACTICAL SOLUTIONS

RING POWER TACTICAL SOLUTIONS
500 World Commerce Pkwy.
St. Augustine FL 32092
904.494.7531 | info@ringpower.com

RINGPOWER.COM/TACTICALSOLUTIONS

CITY OF Fargo

FARGO POLICE DEPARTMENT
222 Fourth Street North, Fargo, North Dakota 58102
David E. Todd, Chief of Police

35

October 7, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: Acceptance of North Dakota Department of Emergency Services FY 2019 State Homeland Security Grant (CFDA# 97.067)

Dear Commissioners:

The Fargo Police Department has been awarded a grant from the North Dakota Department of Emergency Services in the amount of $37,920.00. There is no requirement for the City of Fargo to match any of the grant funding provided.

This grant will be used to complete the purchase of air-purifying respirators and canisters for the safety and protection for each officer who currently are not equipped. In addition, this grant will allow us to equip all squad vehicles with tactical medical kits.

Recommended Motion:
Sign the North Dakota Department of Emergency Services Notice of Grant Award. Accept the grant funding in the amount of $37,920.00 and adjust Police Department's 2019 budget line item as follows:

- *Account # **101-5045-411-74-10 Project Code PDES09**– in the amount of $37,920.00*

Please contact me if you have any questions regarding the grant funding or the police department's budget adjustment request.

Sincerely,

David Todd
Chief of Police

Cc: Kent Costin, Finance Director

North Dakota Department of Emergency Services Division of Homeland Security PO Box 5511 Bismarck, ND 58506-5511 **NOTICE OF GRANT AWARD**	**ND DHS Director:** Cody Schulz PO Box 5511 Bismarck, ND 58506-5511 **Recipient Contact Name:** Debbie LaCombe Telephone: 328-8100
Title of Grant Program: FY 19 State Homeland Security Grant Program	
Federal Award Identification Number: EMW-2019-SS-000033-S01	**Federal Award Date:** September 1, 2019
Federal Awarding Agency: U.S. Department of Homeland Security	
CFDA No. 97.067 Homeland Security Grant Program	**Federal Award to NDDES:** $4,077,500.00

Subrecipient Name and Address: Fargo Police Department 222 4th St N Fargo, ND 58102 **Subrecipient Contact Name:** Mr. Todd Osmundson Telephone: 701-298-6996 Subrecipient DUNS Number: 176384915	**Grant Number** 10	**County/Tribe** Cass	
	Performance Period From: September 10, 2019		Through: December 31, 2020

Financial Information	**Grant Amount**	**Subrecipient Cost Share**	**Total Project Cost**
Amount of Financial Assistance	$37,920.00		$37,920.00

All Grant Award payments are processed upon receipt of expenditure reports unless otherwise specified in Special Conditions.

Scope of Service: The intent of NDDES in providing this award is to enhance the capability of the subrecipient to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events in accordance with the Guidance for this grant program and in accordance with the subrecipient's application. This award is limited to the approved budget located online in DES Grants.

Reporting Requirements: Project Status Reports on project must be submitted to NDDES on a quarterly basis through the NDDES Grants Management Software. Reports are due January 15, April 15, July 15 and October 15 for the life of the grant. A final report is due with the final reimbursement request.

Special Conditions: The above grant project is approved subject to the special conditions or limitations as indicated on the attached page.

This award is subject to the terms and conditions incorporated either directly or by reference in the following:

1) Fiscal Requirement and Other Program Rules, Regulations, Laws, and Policies for Federal Programs which can be found at https://grants.des.nd.gov/site/HSGP.cfm
2) Applicable Federal and State laws and regulations
3) The recipient agrees that all allocations and use of funds under this grant will be in accordance with the Federal/State Notice of Funding Opportunity for this grant program.

This contract is not effective until fully executed by both parties. By signing below you are accepting the terms and conditions of the award. Please make sure you read and understand these documents before signing. Maintain a copy of these documents in your official file for this award.

Evidence of Subrecipient's Acceptance		**Evidence of DES Approval**	
Signature	Date 9/10/19	Signature	Date: 9/10/2019
Typed Name and Title of Authorized Representative TODD OSMUNDSON DEPUTY CHIEF		**Typed Name and Title of Authorized Representative** Cody Schulz Director	

SPECIAL CONDITIONS

1. No Federal funds will be disbursed to the sub-recipient until a signed grant award document has been signed and uploaded to the online DES Grants software program.

2. This award document constitutes the operative document obligating and reserving the Federal funds for use by the sub-recipient in execution of the award. The sub-recipient should affirm its timely utilization of the award by signing the award document within 7 days from the date of the award.

3. The sub-recipient will follow their approved cost lines and will request prior written approval from NDDES for any budget revisions. Budget revisions will only be allowed for items or services already on the approved budget (increase/decrease in quantity or cost).

4. The sub-recipient shall be reimbursed only upon receipt of a Reimbursement Request with supporting documentation (i.e., invoices and proof of payment, quotes) for the allowable equipment, planning, training, and exercise items. Request must be submitted online through the DES Grants software program.

5. Any deviation of the Scope of Service and expenditure of funds on items not in the approved cost lines, without prior written NDDES approval, will result in grant funds requested being denied.

6. At the conclusion of the period of performance, unexpended funds will be de-obligated. By signing the Notice of Grant Award, the sub-recipient is authorizing NDDES to reallocate and/or expend the de-obligated funds on program costs.

7. Sub-recipient is required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (CFR) Part 200.

8. Sub-recipient must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

9. Sub-recipient must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on the Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA.

TGO
Initial

CITY OF Fargo

FARGO POLICE DEPARTMENT

222 Fourth Street North, Fargo, North Dakota 58102

October 2, 2019

(36)

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: Fire House Subs Public Safety Foundation grant award

Dear Commissioners:

On August 28th 2019, the Fargo Police Department completed a grant application requesting $18,750.00 from the Firehouse Subs Public Safety Foundation. These funds were requested to allow the Fargo Police Department to purchase a 2019 Kubota RTV utility vehicle.

The purchase of this equipment will allow us to provide security and lifesaving equipment at any number of large events that occur in the city each year. Examples of these events include the Fargo Marathon, Holiday lights parade, Fargo Street fair, St, Patrick's day parade or any event that would require us to engage with the community and provide a quick response in a congested area.

There is no requirement for the city of Fargo to match any of the grant funding provided.

Upon your approval, the Fargo Police Department will purchase the 2019 Kubota RTV utility vehicle with the awarded grant funds from the Firehouse Subs Public safety Foundation.

Attached you will find the descriptions of the equipment/quote from the vendor.

Recommended Motion:

Allow the receiving of the awarded Firehouse Subs Public Safety Foundation grant funds to purchase the 2019 Kubota RTV UTV.

Sincerely,

David E. Todd
Chief of Police

FARGO TRACTOR

3401 32ND AVE S, FARGO, ND | 701-282-5290

Quotation # 250193

Quote Date: 8/26/2019
Quote Valid Until: 10/31/2019
PATRICK ST GERMAINE 701-630-5825

CUSTOMER:
FARGO POLICE DEPT
DEPUTY CHIEF ROSS RENNER
222 N 4TH ST
FARGO ND 58102-4818

Telephone: 701-298-6907
Cell Phone: -

PURCHASED EQUIPMENT:

(1) NEW	2706915	KUBOTA RTVX1100, Serial # WORKSITE TIRES, CAB, HEAT, AC, TURN SIGNALS,HAZARDS, FRONT/REAR WORK LIGHTS,	$18,750.00
		Total Delivery Charge:	$0.00
		Total Price:	**$18,750.00**

TRADE-IN EQUIPMENT:

Total Trade-In Allowance:

QUOTE SUMMARY:

RETAIL FINANCE TERMS:
Finance Company:

Total Equipment/Trade Difference:	**$18,750.00**
Other Options/Fees:	
Sales Tax:	$0.00
Total Balance Due:	**$18,750.00**

Payment Schedule

EST. NO. OF PAYMENTS	EST. PERIOD OF PAYMENTS	EST. BEGINNING MM/DD/YYYY	EST. AMOUNT OF EACH PAYMENT
	0 months		$0.00

See Us For All of Your Equipment Solutions

Quote Subject to Availability

FARGO TRACTOR

3401 32ND AVE S, FARGO, ND | 701-282-5290

Quotation # 250193

Quote Date: 8/26/2019
Quote Valid Until: 10/31/2019
PATRICK ST GERMAINE 701-630-5825

CUSTOMER: FARGO POLICE DEPT
DEPUTY CHIEF ROSS RENNER
222 N 4TH ST
FARGO ND 58102-4818

Telephone: 701-298-6907
Cell Phone: -

OTHER OPTIONS, CHARGES/FEES:

TOTAL OPTIONS/FEES: _____

QUOTE SETTLEMENT:

Total Balance Due		$18,750.00
Less:		
Cash with Order	$18,750.00	
Cash Due on Possession	$0.00	
Total Cash Payments		($18,750.00)
Trade In Payoff		$0.00
Retail Installment Contract		

QUOTE COMMENTS:

WORKSITE TIRES, CAB, HEAT, AC, TURN SIGNALS,HAZARDS, FRONT/REAR WORK LIGHTS, WATERPROOF NYLON BED COVER, FREE FREIGHT DELIVERED TO FARGO POLICE DEPARTMENT, FARGO, ND
SALES REPRESENTATIVE: PATRICK ST.GERMAINE
EMAIL: PATRICK.ST.GERMAINE@TITANMACHINERY.COM

THE CITY OF Fargo FAR MORE

(37)

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

September 24, 2019

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

RE: RFP19153 Public Works Partial Re-Roof

Commissioners,

Proposals were received for Removal and Replacement of 15,200 square feet of rubber roofing on the Public Works Building. The three (3) responses are as follows:

Company:	**Price:**
M.J. Dalsin Co	$85,912.00
A & R Roofing	$115,870.00
Pierce Lee Roofing	$127,127.00

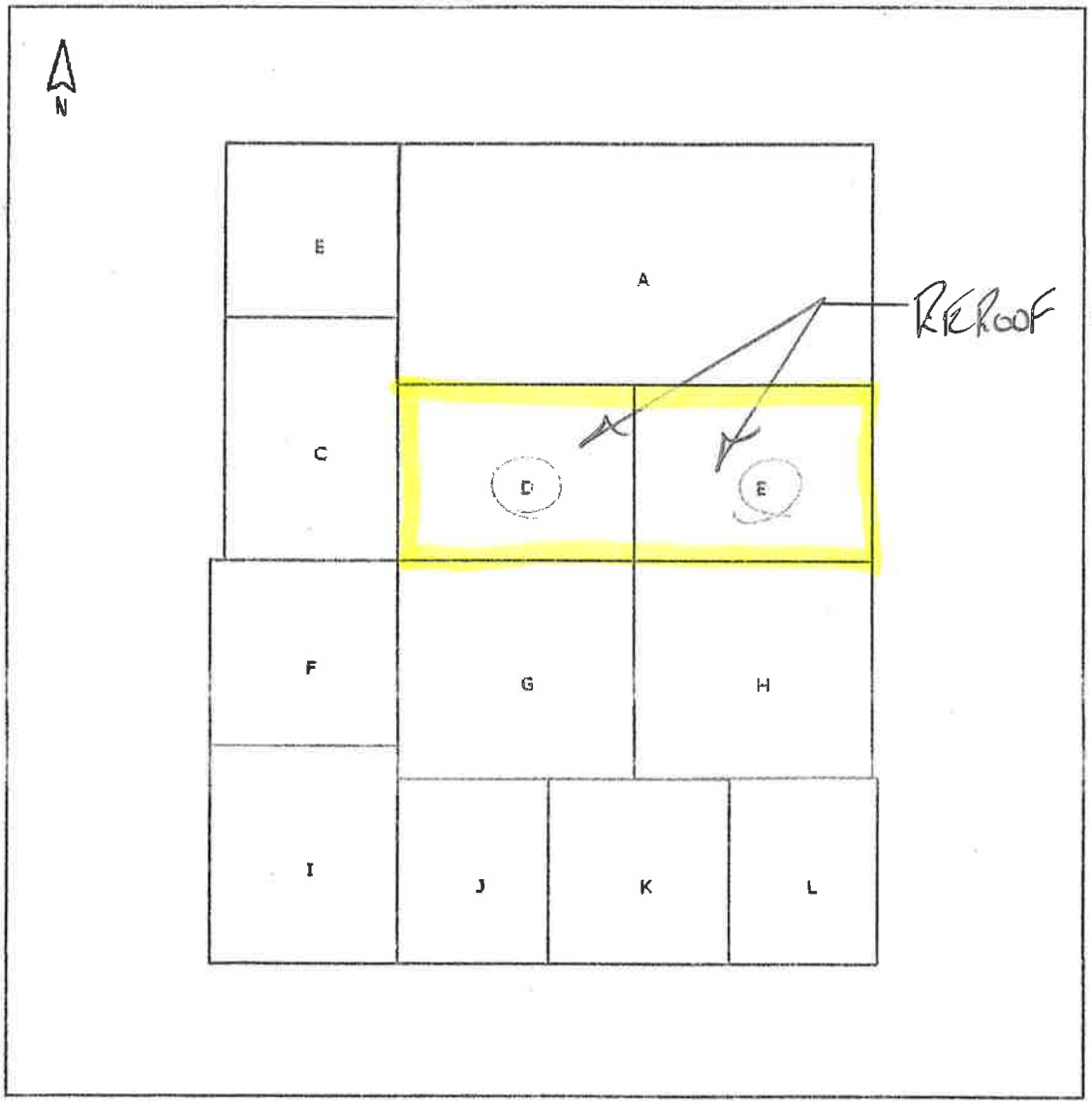
All contractors met the required procedures and specifications. After review, M.J. Dalsin had the best performing, low cost proposal. Funding for this project is included in the 2019 Central Garage Budget.

Recommended Action: Approve RFP19153 from M.J. Dalsin Co for $85,912.00 for roof replacement on the Public Works Building.

Respectively submitted,

Allan Erickson
Fleet Services Manager

Keyplan



Proposal

M.J. Dalsin Co. of N.D., Inc.
635 Armour St. NW - Riverside Industrial area
P.O. Box 5055
West Fargo, North Dakota 58078
701-282-0509 FAX 701-282-3403

Attn: City Auditors Office

Proposal Submitted to	City of Fargo	Phone	241-1324	Date	9/20/19
Street	225 4th St. N	Job Name	City of Fargo-Central Garage Partial Reroof		
City, State	Fargo, ND	Job Location	402 N. 23rd St. Fargo, ND 58102		

Reroof estimate approximately 15,113 sq.ft.

See attached location of work.

Remove existing rock ballasted roof system down to the existing insulation. Any wet or deteriorate insulation will be replaced on a time and material base.

Install new construction lumber at the east and west parapet walls to match new insulation thickness.

Install one layer of 2 1/2" Firestone polyisocyanurate (ISO) insulation over the existing insulation. New insulation will be attached to the roof deck with screws and plates.

Install 60mil Non Reinforced Firestone EPDM (color black) rubber roof membrane fully adhered to the new insulation.

Install new 24Ga. Prefinished steel edging at the perimeter walls. Owner to choose from manufactures standard colors.

Existing gutters and downspouts to remain in place.

Clean up and remove all trash and debris from the job site.

This roof will carry a Ten year watertight warranty on material and labor from the Firestone Building Products Company.
Alternate #1 Provide a 15 year warranty in lieu of a 10 year. Add $454.00 to base bid amount
Alternate #2 provide a 20 year warranty in lieu of a 10 year. Add: $1,058 to base bid amount.

This bid is based on plans that were posted 9/9/19 and amended by Allan Erickson Fleet Services Manager. I was instructed to figure Fully Adhered EPDM in lieu of TPO. Also was told a bid bond was not required.

We propose hereby to furnish material and labor - complete with above specifications, for the sum of:
Eighty Five Thousand Nine Hundred Twelve and 00/100 dollars $ 85,912.00

Payment to be made as follows: Upon the delivery of the material, Upon the progress of the job and Upon the completion of the project.

Authorized Signature Mark Stet

Note: This proposal may be withdrawn by the issuer if not accepted within 20 days

ADDITIONAL TERMS: All materials is guaranteed as to be specified. All work to be completed according to standard practices. Client agrees to carry fire, tornado and other necessary insurance. Some cities do require building permits for re-roofing and, if so, this will be at Clients additional expense as compared to Proposal price. Any electrical or mechanical work to allow for re-roofing must be paid for by the Client. Client shall be responsible for determining capability of the structure to bear weight of ballasted roof system. M.J. Dalsin scope of work does not include identification, detection or removal of asbestos or similar substances. M.J. Dalsin disclaims any and all liability for damage to persons or property resulting from mold growth within any part of the building envelope due to moisture entering the building envelope prior to, or after, M.J. Dalsin completion of installation of the roof membrane or as the result of damage to or penetration of the installed roof membrane by others. For any late/delinquent payments, client agrees to pay interest thereon at the rate of 1 1/2% per month until paid. A lien may be placed on the Property in the event of non-payment. In the event it becomes necessary for M.J. Dalsin to turn this matter over to an attorney or a collection agent to obtain a late payment by Client, Client agrees to pay all collection costs, attorney fees, and court costs incurred for such collection.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and hereby accepted. Issuer is authorized to do the work as specified.

Signature

Date:

A & R Roofing Co., Inc.

975 Armour St NW
West Fargo, ND 58078
Ph: (701) 282-4739

7050 Hwy 2 East - Unit 115
Minot, ND 58701
Ph: (701) 852-1446

PROPOSAL

Date: 20 September 2019

To: City of Fargo-City Auditor's Office
225 4th St N
Fargo, ND

Project: Fargo Public Works Re-roof Area Approx. 15,200 sf
Request for Proposal RFP19153
Fargo, ND

We propose to remove the existing roofing, control joint between the 2 reroof sections, metal wall coping, gravel stop, gutter, scuppers and flashings. Existing insulation to remain. Dispose of garbage and install the following:

1. Insulation: 1 layer of 2" isocyanurate insulation mechanically fastened through the existing 4.5" isocyanurate and the existing roof deck.
2. Wood blocking at roof perimeter to accommodate the new wall height due to the added insulation.
3. Membrane: 60 mil non-reinforced EPDM Membrane -Fully Adhered system. Includes membrane flashing at walls, curbs, and other roof penetrations. (Approx. 15,200 sf)
4. Metal: New 24 ga. prefinished metal wall coping, gravel stop, gutter and scuppers.
5. Warranty: 10-Year Membrane Roof Manufacturer's Warranty is included.

Base Bid: $ 115,870.00

Alternate: To leave the existing control joint in the place and re-flash with membrane flashing with a new 24 ga. prefinished metal cap. ADD $3,720.00

Unit Price #1: Replace existing insulation that is wet or deteriorated with like material.
Add $2.50 per board foot

Excludes:
Wood Blocking unless specifically called for above.
Mechanical or electrical work necessary for roofing is to be by owner's mechanics and/or expense.
Building Permit

Quote valid for 30 days from above date.
Payment is due upon receipt of invoice. Finance charge of 1.5% per months on accounts 30 days or more past due. No Retainage.

A & R Roofing Co., Inc.

Jim Bowles
General Manager

Accepted by:

Printed Name:_____
Date:_____

September 18, 2019

City of Fargo
City Auditor
225 4th St N
Fargo, ND 58102

RE: RFP 19153
Public Works Reroofing

We propose to:

Remove and dispose of existing rock ballast, roof membrane and flashing
Furnish and install additional wood blocking at roof edge as required to meet the height of the new insulation
Furnish and install 1 layer of 2 ½" isocyanurate insulation over existing (see note) mechanically fastening to existing roof deck
Furnish and install a .060 mill fully-adhered EPDM roof and flashings at all walls and roof penetrations
Furnish and install new 24 gauge prefinished metal wall cap and drainage scuppers at east and west edge
Install new 24 gauge galvanized expansion joint cap along north side of reroof area
Furnish manufacturer's 15 year warranty

Due to our current workload, we would make temporary repairs to existing roof and complete the reroof in the Spring of 2020.

This work for the sum of: $127,127.00

NOTE: Replacement of any existing wet insulation will be billed at an additional $0.62 per board foot.

Labor, materials and tax included.

Frank Pierce Jr., Project Manager/Estimator
Pierce Lee Roofing, LLC.
701-232-7023 Office
701-232-3922 Fax

THE CITY OF Fargo FAR MORE

38

PUBLIC WORKS/OPERATIONS

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

September 27th, 2019

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

RE: Lease contract approval for (1) Crawler Dozer (RFP19016)

Commissioners:

On February 11th, 2019, the Commission granted a request to purchase one (1) Crawler Dozer. An optional 5-year lease quote was requested as an additional finance tool. CapFirst Equipment Finance provided the financing quote.

The review committee, consisting of Terry Ludlum and Tanner Smedshammer, is recommending an award to CapFirst Equipment Finance for $156,902.00 per year for 4 years with a dealer buy back on the 5th year for $180,000.00. A copy of lease contract #40002202 is attached for review and consideration. The complete contract is available at the commission office for viewing and signatures. Funding for this project is included in the 2019 Solid Waste Operational Budget.

SUGGESTED MOTION:

Approve (RFP19016) a 4-year municipal lease to CapFirst Equipment Finance for the amount of $156,902.00 per year with the 5th year buy back to General Equipment.

Respectfully Submitted,

Tanner Smedshammer
Fleet Management Specialist

EXHIBIT A

EQUIPMENT

Lessee: City of Fargo, North Dakota
200 3rd St N
Fargo, ND 58102

Date of Lease: 9/15/2019
Lease #: 40002202

The Equipment which is the subject of the attached Lease with Option to Purchase Agreement is as follows:

Location Site: 2301 8th Ave N Fargo, North Dakota 58102

QTY.	SERIAL NO.	DESCRIPTION
1	100418	Komatsu D155AXI-8 Crawler Tractor

Description of Financed Amount:

Cost of above Equipment	$779,300.00
Cost of related charges:	
Transportation	
Physical Modifications (specify)	
Warranty	
Add: Sales or other tax, if applicable	
Less: Trade - In, if applicable	$40,000.00
Down Payment	
Net Financed Amount:	$739,300.00

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Lessee: City of Fargo, North Dakota
200 3rd St N
Fargo, ND 58102

Date of Lease: 9/15/2019
Lease #: 40002202

RENTAL PAYMENTS

Rental Payment Date	Rental Payment	Interest	Principal	Purchase Option Price*
9/15/2019	$156,902.00	$0.00	$156,902.00	$605,220.00
9/15/2020	$156,902.00	$26,149.75	$130,752.25	$465,869.00
9/15/2021	$156,902.00	$20,278.96	$136,623.04	$322,477.00
9/15/2022	$156,902.00	$14,144.56	$142,757.44	$174,927.00
9/15/2023	$180,000.00	$7,734.73	$172,265.27	$0.00

*After payment of Rental Payment due on such date.

CITY OF Fargo

PUBLIC WORKS OPERATIONS

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

September 27, 2019

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

RE: RFP for Trucking Service for Snow Hauling

Commissioners:

On September 10, 2019, proposals were received for Trucking Service for Snow Hauling. Several different contractors submitted proposals.

The results are as follows:

Truck Capacity 11-15 Cu yds	# of Trucks	Unit Price
Diesel Dogs	no bid	
Master Construction	**6**	**$90.00**
Industrial Builders	5	$110.00
Precision Dirtworks	**4**	**$95.00**

Truck Capacity 15-20 Cu yds	# of Trucks	Unit Price
Diesel Dogs	**8**	**$90.00**
Master Construction	no bid	
Industrial Builders	**5**	**$125.00**
Precision Dirtworks	no bid	

Truck Capacity Over 20 Cu yds	# of Trucks	Unit Price
Diesel Dogs	no bid	
Master Construction	no bid	
Industrial Builders	no bid	
Precision Dirtworks	no bid	

Truck Capacity Side Dump	# of Trucks	Unit Price
Diesel Dogs	no bid	
Master Construction	no bid	
Industrial Builders	5	$125.00
Precision Dirtworks	no bid	

Recommendation:
This office recommends that we enter into a contracts with all four contractors, at the rates in bold above. Diesel Dogs eight (8), Master Construction six (6), Industrial Builders five (5) and Precision Dirtworks four (4). (RFP 19140).

Respectfully submitted,

Matthew Andvik
Fargo Public Works

SERVICES AGREEMENT

SNOW HAULING

I. Agreement

This agreement is between the City of Fargo (City) and Precision Dirtworks, LLC. (Contractor) to provide snow hauling services for the City. This agreement shall commence upon signing by both parties and expire on October 1, 2022. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the contract year.

II. Scope of Services

Contractor agrees to provide four (4) quad, triaxle or side dump/trailer trucks for purposes of hauling snow to assist and supplement the City's snow hauling operations with the downtown area of City. All Contractor trucks must be capable of carrying a minimum of 11CY of snow per load. Contractor must ensure that all trucks are properly insured, registered and inspected. Contractor is responsible for the condition of the truck, and if unsatisfactory to the sole discretion of City, the truck will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers are properly licensed. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds. City shall be entitled to verify the condition and registration of the truck, as well as contractor license/driver operators' license status.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of;

- $95.00 11 to 15 cubic yard truck,

Commencing at the time of arrival of each truck at the location designated by the City, until such time the truck is released by the City, to the nearest ½ hour.

Contractor shall receive no less than $2,500 per truck contracted for the snow season, provided Contractor is not in breach of the terms of this Agreement at the end of the snow season, defined as the last significant snowfall requiring snow hauling in the downtown area. Failure to provide the truck and driver when properly noticed shall be deemed a default. Termination prior to the end of the snow season shall be deemed a default, terminating the City's obligation to pay the minimum amount.

Final invoices shall be submitted no later than June 1 of the contract year. Contractor will be paid either the amount due for services rendered or the Minimum Contract Amount, whichever is greater.

V. Termination of the Agreement

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

VI. Assignability

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

VII. Hold Harmless and Insurance

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

VIII. Contractor Records

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

IX. Monitoring and Evaluation

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

X. Independence of Recipient

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

XI. Conflict of Interest

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

XII. Entire Agreement

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

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 9/23/19

CONTRACTOR

PRECISION DIRTWORKS, LLC

By: _____

Its: PRES.

Date: _____

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

_____

Timothy J. Mahoney, Mayor

ATTEST:

_____

Steve Sprague, City Auditor

SERVICES AGREEMENT

SNOW HAULING

I. Agreement

This agreement is between the City of Fargo (City) and Industrial Builders, Inc. (Contractor) to provide snow hauling services for the City. This agreement shall commence upon signing by both parties and expire on October 1, 2022. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the contract year.

II. Scope of Services

Contractor agrees to provide five (5) quad, triaxle or side dump/trailer trucks for purposes of hauling snow to assist and supplement the City's snow hauling operations with the downtown area of City. All Contractor trucks must be capable of carrying a minimum of 11CY of snow per load. Contractor must ensure that all trucks are properly insured, registered and inspected. Contractor is responsible for the condition of the truck, and if unsatisfactory to the sole discretion of City, the truck will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers are properly licensed. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds. City shall be entitled to verify the condition and registration of the truck, as well as contractor license/driver operators' license status.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of;

- $125.00 15 to 20 cubic yard truck,

Commencing at the time of arrival of each truck at the location designated by the City, until such time the truck is released by the City, to the nearest ½ hour.

Contractor shall receive no less than $2,500 per truck contracted for the snow season, provided Contractor is not in breach of the terms of this Agreement at the end of the snow season, defined as the last significant snowfall requiring snow hauling in the downtown area. Failure to provide the truck and driver when properly noticed shall be deemed a default. Termination prior to the end of the snow season shall be deemed a default, terminating the City's obligation to pay the minimum amount.

Final invoices shall be submitted no later than June 1 of the contract year. Contractor will be paid either the amount due for services rendered or the Minimum Contract Amount, whichever is greater.

V. Termination of the Agreement

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

VI. Assignability

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

VII. Hold Harmless and Insurance

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

VIII. Contractor Records

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

IX. Monitoring and Evaluation

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

X. Independence of Recipient

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

XI. Conflict of Interest

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

XII. Entire Agreement

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

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 9/25/19

CONTRACTOR

INDUSTRIAL BUILDERS INC

By: Roger Haberman
ROGER HABERMAN

Its: V.P. CONST.

Date: _____

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

_____
Timothy J. Mahoney, Mayor

ATTEST:

_____
Steve Sprague, City Auditor

SERVICES AGREEMENT

SNOW HAULING

I. Agreement

This agreement is between the City of Fargo (City) and Master Construction. (Contractor) to provide snow hauling services for the City. This agreement shall commence upon signing by both parties and expire on October 1. 2022. The term of this agreement may be extended; if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the contract year.

II. Scope of Services

Contractor agrees to provide six (6) quad, triaxle or side dump/trailer trucks for purposes of hauling snow to assist and supplement the City's snow hauling operations with the downtown area of City. All Contractor trucks must be capable of carrying a minimum of 11CY of snow per load. Contractor must ensure that all trucks are properly insured, registered and inspected. Contractor is responsible for the condition of the truck, and if unsatisfactory to the sole discretion of City, the truck will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers are properly licensed. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds. City shall be entitled to verify the condition and registration of the truck, as well as contractor license/driver operators' license status.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of:

- $90.00 11 to 15 cubic yard truck,

commencing at the time of arrival of each truck at the location designated by the City, until such time the truck is released by the City, to the nearest ½ hour.

Contractor shall receive no less than $2,500 per truck contracted for the snow season, provided Contractor is not in breach of the terms of this Agreement at the end of the snow season, defined as the last significant snowfall requiring snow hauling in the downtown area. Failure to provide the truck and driver when properly noticed shall be deemed a default. Termination prior to the end of the snow season shall be deemed a default, terminating the City's obligation to pay the minimum amount.

Final invoices shall be submitted no later than June 1 of the contract year. Contractor will be paid either the amount due for services rendered or the Minimum Contract Amount, whichever is greater.

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

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

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

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

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

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

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

XII. **Entire Agreement**
The provisions as set forth in Items I. and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 9/20/19

CONTRACTOR

By: FRED SCHAISER

Its: PRES.

Date: _____

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

_____

Timothy J. Mahoney, Mayor

ATTEST:

_____

Steve Sprague, City Auditor

SERVICES AGREEMENT

SNOW HAULING

I. Agreement

This agreement is between the City of Fargo (City) and Diesel Dogs Trucking, LLC. (Contractor) to provide snow hauling services for the City. This agreement shall commence upon signing by both parties and expire on October 1, 2017. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the contract year.

II. Scope of Services

Contractor agrees to provide seven (7) quad, triaxle or side dump/trailer trucks for purposes of hauling snow to assist and supplement the City's snow hauling operations with the downtown area of City. All Contractor trucks must be capable of carrying a minimum of 11CY of snow per load. Contractor must ensure that all trucks are properly insured, registered and inspected. Contractor is responsible for the condition of the truck, and if unsatisfactory to the sole discretion of City, the truck will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers are properly licensed. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds. City shall be entitled to verify the condition and registration of the truck, as well as contractor license/driver operators' license status.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of;

- $75.00 11 to 15 cubic yard truck,
- $90.00 15 to 20 cubic yard truck,
- $110.00 per hour for each side dump/trailer truck,

commencing at the time of arrival of each truck at the location designated by the City, until such time the truck is released by the City, to the nearest ½ hour.

Contractor shall receive no less than $2,500 per truck contracted for the snow season, provided Contractor is not in breach of the terms of this Agreement at the end of the snow season, defined as the last significant snowfall requiring snow hauling in the downtown area. Failure to provide the truck and driver when properly noticed shall be deemed a default. Termination prior to the end of the snow season shall be deemed a default, terminating the City's obligation to pay the minimum amount.

Final invoices shall be submitted no later than June 1 of the contract year. Contractor will be paid either the amount due for services rendered or the Minimum Contract Amount, whichever is greater.

V. Termination of the Agreement

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

VI. Assignability

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

VII. Hold Harmless and Insurance

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

VIII. Contractor Records

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

IX. Monitoring and Evaluation

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

X. Independence of Recipient

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

XI. Conflict of Interest

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

XII. Entire Agreement

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 9-20-19

CONTRACTOR

Diesel Dogs Trucking

By: [signature]

Its: President

Date: _____

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

_____

Timothy J. Mahoney, Mayor

ATTEST:

_____

Steve Sprague, City Auditor

CITY OF Fargo

PUBLIC WORKS OPERATIONS

(40)

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

September 27, 2019

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

RE: RFP for Sidewalk Snow and Ice Removal Services

Commissioners:

On September 10, 2019, proposals were received for Sidewalk Snow and Ice Removal Services. Three contractors submitted proposals.

The results are as follows:

	Snow Removal Amount	Chemical Application Amount
Valley Green	**$2,083.60**	**$2,208.98**
All Terrain	$2,495.00	$2,900.00
Polar Snow & Ice	$2,147.50	$2,605.20

RECOMMENDATION: This office recommends the award of the Sidewalk Snow and Ice Removal Services RFP to Valley Green as lowest and best proposal. (RFP 19142)

Respectfully Submitted,

Matthew Andvik
Fargo Public Works

SERVICES AGREEMENT
CITY OWNED PROPERTIES
SIDEWALK SNOW AND ICE REMOVAL SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Valley Green & Associates (Contractor) to provide "city owned properties" sidewalk snow and ice removal services for the City. This agreement shall commence upon signing by both parties and expire on April 30, 2022. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the contract year.

II. Scope of Services

The contractor will perform the sidewalk snow and ice removal services as set forth within this agreement. It will be up to the individual contractor's discretion to perform the services as weather conditions permit.

Location of Sidewalks

A complete list of addresses has been provided and attached as Exhibit A.

Removal of Snowfall

Contractor will remove all snowfall accumulation from assigned sidewalks. Contractor will use whatever method it determines, in its sole and absolute discretion, to be the most appropriate method to clear any snow accumulation. Contractor will be required to clear the sidewalk of snow and ice to the full width of the sidewalk and clear all crosswalks and approaches onto city streets so as to maintain a passable sidewalk and crosswalk. Contractor will be responsible to remove snow from crosswalks and approaches after city plows have made snow removal passes during snow events.

Icy Conditions

Contractor shall treat icy conditions using appropriate and industry standard chemical applications as necessary.

Timeframe

Contractor will be required to complete snow removal of assigned sidewalks as to comply with **CITY ORDINANCE 18-0301.**

Obstructions

Contractor will not be responsible for snow and ice removal of areas that are obstructed and unable to be cleared. Contractor will, however, make a reasonable effort to clear between and around such obstructions. In the event that an obstruction requires additional visits to complete the snow and ice removal, additional fees may be billed which will be

reviewed and paid on a case by case basis. For complete payment, time-stamped photographs may be required to prove obstructions exist.

Safety

All snow and ice management services will be conducted in a safe manner, with care given to the safety of the general public. This includes having all equipment outfitted with the proper lighting devices so as to be visible while operating.

III. Responsibility of the City

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

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services render per snow event as shown in the attached Exhibit A. All final invoices shall be submitted no later than May 1 of the contract year.

V. Termination of the Agreement

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

VI. Assignability

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

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

VIII. Contractor Records

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

IX. Monitoring and Evaluation

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

X. Independence of Recipient

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

XI. Conflict of Interest

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

XII. Entire Agreement

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

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 11/19/19

Valley Green & Associates - Nicole Seaberg

By: _____

Its: Vice President

Date: _____

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

_____

Dr. Timothy J. Mahoney, Mayor

ATTEST:

_____

Steve Sprague, City Auditor

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE (42)

Improvement District No. AN-19-G1 Type: Change Order #2 & Time Extension

Location: Roberts Alley, 1st Ave N – 2nd Ave N Date of Hearing: 9/30/2019

Routing	Date
City Commission	10/7/2019
PWPEC File	X
Project File	Rick Larson

The Committee reviewed the accompanying correspondence from Project Manager, Rick Larson, regarding Change Order #2 in the amount of $59,772.50, for additional work, along with the associated time extension to the Substantial and Final Completion Dates.

Staff is recommending approval of Change Order #2 and the time extension to the Substantial and Final Completion Dates as shown below:

Original Completion Dates	Revised This Memo
Substantial –October 12, 2019 Final – October 30, 2019	**Substantial – November 1, 2019 Final – June 1, 2020**

On a motion by Kent Costin, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #2 & time extension as described above to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of $59,772.50, bringing the total contract amount to $544,613.20, and the time extension to the Substantial and Final Completion Dates.

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	☑	☑	☐		
Steve Dirksen, Fire Chief	☑	☑	☐	Craig Nelson	
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: Rick Larson, Project Manager

Date: September 25, 2019

Re: Improvement District No. AN-19-G1– Change Order #2 & Time Extension

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Background:

Improvement District #AN-19-G1 is for the reconstruction and incidentals in Roberts Alley between 1st Avenue North and 2nd Avenue North.

Key Contracting is the Prime Contractor.

Change Order #2 – Remove and replace concrete panels for installation of secondary conduit in Robert's Alley, north of 2nd Avenue North

This work is to help facilitate the future burying of the overhead power by extending the secondary conduit from the Roberts Alley conduit duct bank to a point just below the existing power source to 7 buildings north of 2nd Avenue North.

The total cost of Change Orders #2 is $59,772.50, which will be paid using Sales Tax.

In order to allow adequate time for the Contractor to perform this additional work, an additional 20 calendar days will be added to the Substantial Completion Date and the Final Completion Date will be moved to June 1, 2020.

Recommended Motion:

Approve Change Order #2 in the amount of $59,772.50 and the time extension to the Substantial and Final Completion Dates as shown below:

Original Completion Dates	Revised This Memo
Substantial – October 12, 2019 **Final – October 30, 2019**	**Substantial – November 1, 2019** **Final – June 1, 2020**

RJL/klb
Attachments

C: Brenda Derrig, City Engineer
Thomas Knakmuhs, Assistant City Engineer

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	AN-19-G1	**Change Order No**	2
Project Name	PC Concrete Alley Paving & Incidentals		
Date Entered	9/16/2019	**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: CO #2 - Added Secondary Conduit

Remove & Replace concrete panels in Robert's Alley for the installation of secondary conduit north of 2nd Ave. N.

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 ($)	C/O Ext Price ($)
Utility Conduit System	22	F&I Pull Box Polymer Conc	EA	7.00	0.00	7.00	4.00	11.00	5,760.00	23,040.00
	31	Rem & Repl Pavement 7" Thick Reinf Conc	SY	0.00	0.00	0.00	92.00	92.00	260.00	23,920.00
	32	F&I Conduit 2.5" Dia	LF	0.00	0.00	0.00	120.00	120.00	14.00	1,680.00
	33	F&I MicroDuct	LF	0.00	0.00	0.00	60.00	60.00	6.00	360.00
	34	F&I Conduit 2" Dia	LF	0.00	0.00	0.00	465.00	465.00	12.50	5,812.50
	35	F&I Conduit 4" Dia	LF	0.00	0.00	0.00	80.00	80.00	22.00	1,760.00
	36	Traffic Control - Type 1	LS	0.00	0.00	0.00	1.00	1.00	2,400.00	2,400.00
	37	Inlet Protection - Existing Inlet	EA	0.00	0.00	0.00	2.00	2.00	400.00	800.00
								Utility Conduit System Sub Total ($)		59,772.50

Summary

Source Of Funding	Utility Funds - Wastewater - 521
Net Amount Change Order # 2 ($)	59,772.50
Previous Change Orders ($)	7,333.20
Original Contract Amount ($)	477,507.50
Total Contract Amount ($)	544,613.20

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

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

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
10/12/2019	11/15/2019	20.00	199.00	11/01/2019	06/01/2020

Description

APPROVED

For Contractor Thomas P. Martin

Title President

APPROVED DATE

Department Head 10/1/19

Mayor

Attest

43

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-19-J1 Type: Change Order #3 & Time Extension

Location: Fitzsimonds Addition Date of Hearing: 9/30/2019

Routing	Date
City Commission	10/7/2019
PWPEC File	X
Project File	Scott Olson

The Committee reviewed the accompanying correspondence from Project Manager, Scott Olson, for Change Order #3 & time extension requested by Fox Underground. This Change Order & time extension is for out-of-scope work completed by Fox Underground including exposing and relocating of gas line utility, modifying new manholes, and modifying existing street light wiring and conduit.

Staff is recommending approval of Change Order #3, in the amount of $6,492.05, and a 1-day time extension adjusting the Substantial Completion Date to September 16, 2019.

On a motion by Kent Costin, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #3 & time extension to Fox Underground.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve Change Order #3, in the amount of $6,492.05, bringing the total contract amount to $665,287.77, and the time extension to the Substantial Completion Date.

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

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

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

ATTEST:

Brenda 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: Scott Olson, Project Engineer

Date: September 24, 2019

Re: Improvement District #BN-19-J1 – Change Order #3 & Time Extension

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

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

Fox completed out-of-scope work items in order to complete installing various portions of the underground infrastructure. The out-of-scope work items include:

Exposing and Relocating of Gas Line Utility – A gas line was in conflict with the top of the 24" storm sewer pipe at the west end of the project. Fox needed to expose a long stretch of the gas line so there was enough "play" to run the line above the storm sewer. The cost for completing this work is $2,996.05.

Modifying New Manholes - Fox cut approximately 3-inches from the top of two manholes at the east end of the project at the request of the City to better fit to planned paving elevations. The cost to complete this work is $1,041.14.

Existing Street Light Wiring and Conduit Modification – The existing street light wiring and associated conduit originally crossing the approach to 51st Avenue was modified to better facilitate the new street lighting. The cost to complete this work was $2,454.86.

For the additional work performed Fox has requested a 1-day time extension be added to the Substantial Completion Date. A detailed cost breakdown for each of the items above provided by Fox is attached to this memo.

Recommended Motion:
Approve the described items for Change Order #3 for a cost $6,492.05 increasing the contract price to $665,287.77 and the 1-day time extension adjusting the Substantial Completion Date from September 15 to September 16.

Attachment

C: Thomas Knakmuhs

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	BN-19-J1	**Change Order No**	3
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals		
Date Entered	9/24/2019	**For**	Fox Underground

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

EXPLANATION OF CHANGE: Additional Items and Substantial Completion Extension Request

Fox completed out-of-scope work items that include:
-Exposing and Relocating of Gas Line
-Modifying New Manholes
-Existing Street Light Wiring and Conduit Modification.

For the extra work Fox has requested a 1-day time extension be added to the substantial completion date.

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 ($)	C/O Ext Price ($)
Storm Sewer	65	Extra - StormSewers	LS	0.00	0.00	0.00	1.00	1.00	2,996.05	2,996.05
	66	Extra - StormSewers	LS	0.00	0.00	0.00	1.00	1.00	1,041.14	1,041.14
									Storm Sewer Sub Total ($)	4,037.19
Street Lighting	67	Extra - StreetLights	LS	0.00	0.00	0.00	1.00	1.00	2,454.86	2,454.86
									Street Lighting Sub Total ($)	2,454.86

Summary

Source Of Funding	Special Assessments
Net Amount Change Order # 3 ($)	6,492.05
Previous Change Orders ($)	21,851.23
Original Contract Amount ($)	636,944.49
Total Contract Amount ($)	665,287.77

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

09/15/2019	1.00	0.00	09/16/2019

Description

APPROVED

Fox Underground
For Contractor Scott Sykes

Title Vice President
9-25-19

APPROVED DATE

Department Head T Cole 10/1/19

Mayor

Attest

#6492.5

FX UNDERGROUND
PO Box 739 - West Fargo, ND 58078 - 701.361.1919

Extra Work ST-1 to ST-2 existing elevation high

PROJECT: Fargo BN-19-J1 Shift pipe under gas line and exposed utility

LOCATION: Fargo, ND **Date**

No.	Price Breakdown	QUAN	UNIT	PRICE	EXTENSION
	Equipment				
	CAT 336 Excavator	5.00	hr	160.50	802.50
	JD 544 Loader	5.00	hr	61.13	305.65
	Hitachi Mini Excavator	5.00	hr	28.55	142.75
	Kubota 95 Skidsteer	5.00	hr	43.41	217.05
	CAT 433 Roller	5.00	hr	37.08	185.40
	Pickup	5.00	hr	25.94	129.70
	Job Van with Saws and Small Tools	5.00	hr	45.00	225.00
				Equipment Total	2,008.05
	Labor				
	Nick	5.00	hr	27.00	135.00
	Brodie	5.00	hr	20.00	100.00
	Tyler J.	5.00	hr	24.00	120.00
	Alex	5.00	hr	24.00	120.00
	Andrew	5.00	hr	17.00	85.00
	Casey	5.00	hr	22.00	110.00
	Prince	5.00	hr	18.00	90.00
					-
				Sub-Total	760.00
				Payroll Taxes at 20%	152.00
				Sub-Total	912.00
				25% Overhead and Profit	228.00
				Labor Total	988.00
	Material				
					-
				Sub-Total	-
				25% Overhead and Profit	-
				Material Total	-
				Equip Total	**2,008.05**
				Labor Total	**988.00**
				Material Total	**-**
				Subcontractor Total	**-**
				Extra Work Total	2,996.05

FOX UNDERGROUND
PO Box 739 - West Fargo, ND 58078 - 701.361.1919

Extra Work Cut Storm Manholes

PROJECT: Fargo BN-19-J1 Cut Sanitary Manholes

LOCATION: Fargo, ND **Date**

No.	Price Breakdown	QUAN	UNIT	PRICE	EXTENSION
	Equipment				
	Kubota 95 Skidsteer	3.00	hr	43.41	130.23
	Job Van with Saws and Small Tools	9.00	hr	45.00	405.00
				Equipment Total	535.23
	Labor				
	Tyler J.	6.00	hr	24.00	144.00
	Mitch	2.00	hr	20.00	40.00
	Will	3.00	hr	26.00	78.00
	Taz	3.00	hr	18.50	55.50
	Tyler W.	3.00	hr	19.00	57.00
				Sub-Total	374.50
				Payroll Taxes at 20%	74.90
				Sub-Total	449.40
				25% Overhead and Profit	112.35
				Labor Total	486.85
	Material				
	Fox Underground - Quikrete	5.00	bags	3.05	15.25
				Sub-Total	15.25
				25% Overhead and Profit	3.81
				Material Total	19.06
				Equip Total	**535.23**
				Labor Total	**486.85**
				Material Total	**19.06**
				Subcontractor Total	-
				Extra Work Total	1,041.14

ok

UNDERGROUND

PO Box 739 - West Fargo, ND 58078 - 701.361.1919

Extra Work Signal Light Conduit

PROJECT: Fargo BN-19-J1

LOCATION: Fargo, ND **Date**

No.	Price Breakdown	QUAN	UNIT	PRICE	EXTENSION
	Equipment				
					-
					-
				Equipment Total	-
	Labor				
					-
					-
				Sub-Total	-
				Payroll Taxes at 20%	-
				Sub-Total	-
				25% Overhead and Profit	-
				Labor Total	-
	Material				
	Core & main 24" Pipe	1.00	lsum	553.69	553.69
				Sub-Total	553.69
				25% Overhead and Profit	138.42
				Material Total	692.11
	Subcontractor				
	The Electricians	1.00	lsum	1,602.50	1,602.50
					-
				Sub-Total	1,602.50
				10% Subcontractor Allowance	160.25
				Subcontractor Total	1,762.75
				Equip Total	-
				Labor Total	-
				Material Total	**692.11**
				Subcontractor Total	**1,762.75**
				Extra Work Total	2,454.86

Invoice

The Electricians LLC
2644 36th ave sw #309
Fargo, ND 58104

Date	Invoice #
8/31/2019	674

Bill To
Fox Underground, Inc. PO Box 5318 Fargo, ND 58105-5318

P.O. No.	Terms	Project
Guy F	Net 30	BN-19-J1

Quantity	Description	Rate	Amount
11.5	BN-19-J1 Signal light conduit repairs and ground box replacement: - removed existing conduits and wiring crossing the new street, 1 - 2" conduit, 2 - 4" conduits, 2 ground boxes and damaged wiring - Installed 2" conduit and 4" conduit across the street and tied into the South signal light ground box - prepped the North ground box to be installed when curbs are installed	45.00	517.50
1	Materials: - 2" PVC conduit - 4" PVC conduit - Fittings and glue	1,085.00	1,085.00
		Total	$1,602.50

CORE & MAIN

INVOICE

Invoice #	K946595
Invoice Date	7/31/19
Account #	239343
Sales Rep	FARGO HOUSE
Phone #	701-219-7480
Branch #251	Fargo, ND
Total Amount Due	$553.69

1830 Craig Park Court
St. Louis, MO 63146

RECEIVED

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

FOX UNDERGROUND INC
PO BOX 739
WEST FARGO ND 58078 0739

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Shipped To:
51ST AVE & 38TH ST SOUTH
GUY 701-361-1919
FARGO, ND

CUSTOMER JOB- 19-110 BN-19-J1 51ST

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
7/29/19	7/30/19	SAS104-05	BN-19-J1 51ST	19-110		CORE & MAIN LP	K946595

Product Code	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
04243514	24 PVC SDR35 SWR PIPE (G) 14'	14	14		36.79000	FT	515.06

19-110
10.101 $553.69
JA 65 8-5-19

Freight	Delivery	Handling	Restock	Misc		
					Subtotal:	515.06
					Other:	.00
					Tax:	38.63
					Invoice Total:	$553.69

Terms: NET 30
Ordered By: JEFF

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: http://tandc.coreandmain.com/

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(44)

Improvement District No. BR-18-F1 Type: Change Order #3

Location: Roberts St from 2nd – 4th Ave N & 5th St from 3rd Ave N to approx. 150' S of 3rd Ave N

Date of Hearing: 9/30/2019

Routing	Date
City Commission	10/7/2019
PWPEC File	X
Project File	Scott Olson

The Committee reviewed the accompanying correspondence from Project Manager, Scott Olson, regarding Change Order #3, in the amount of $11,416.02, for additional bike lane markings and epoxy and indicators being installed for handicap parking stalls.

Staff is recommending approval of Change Order #3, in the amount of $11,416.02, bringing the total contract amount to $1,592,269.24.

On a motion by Kent Costin, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #3 to Master Construction.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve Change Order #3 in the amount of $11,416.02, bringing the total contract amount to $1,592,269.24, to Master Construction.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Utility Funds, 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	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	Craig Nelson
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: Scott Olson, Project Engineer

Date: September 23, 2019

Re: Improvement District No. BR-18-F1 – Change Order # 3

Background:

Improvement District #BR-18-F1 is for replacement of the water main, street reconstruction and incidentals on Roberts Street from 2nd Avenue North to 4th Avenue North and 5th Street from 3rd Avenue North to approximately 150 feet south of 3rd Avenue North.

Master Construction is the Prime Contractor for Improvement District #BR-18-F1.

In the original design, the green bike lane indicators were only included on the east side of the street. The City has requested that the pavement-marking subcontractor also place the indicators on the west side of the street to complete the north and south bike lane through Roberts Street. Additionally, the City requested that handicap parking stall epoxy and indicators be installed on the street to coincide with the street signs.

The total cost for adding the bike lane markings to the west side of the street and the epoxy for the handicap parking stalls is $11,416.02.

Recommended Motion:

Approve the described Change Order #3 in the amount of $11,416.02, increasing the contract amount to $1,592,269.24

SEO/klb
Attachment

C: Thomas Knakmuhs

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	BR-18-F1	**Change Order No**	3
Project Name	Water Main Replacement, Street Reconstruction & Incidentals		
Date Entered	8/23/2019	**For**	Master Construction Co Inc

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

EXPLANATION OF CHANGE: Additional Pavement Markings

Additional Pavement Markings added to designate handicap parking stalls and sharrow bike lane.

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 ($)	C/O Ext Price ($)
Pavement Marking	133	Paint Epoxy Message	SF	0.00	0.00	0.00	144.00	144.00	14.63	2,106.72
	134	F&I Methacrylate	SF	0.00	0.00	0.00	273.00	273.00	34.10	9,309.30
									Pavement Marking Sub Total ($)	11,416.02

Summary

Source Of Funding	Sales Tax Funds - Infrastructure - 420
Net Amount Change Order # 3 ($)	11,416.02
Previous Change Orders ($)	43,794.22
Original Contract Amount ($)	1,537,059.00
Total Contract Amount ($)	1,592,269.24

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
10/26/2018		0.00	0.00	10/26/2018	

Description

APPROVED **APPROVED DATE**

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

For Contractor	Jason Winter	Department Head	10/1/19
Title	Project Manager	Mayor	
		Attest	

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

45

Improvement District No. BN-19-A2 Type: Change Orders #8 - 19

Location: 52nd Ave S, 45th St – 63rd St Date of Hearing: 9/30/2019

Routing	Date
City Commission	10/7/2019
PWPEC File	X
Project File	Kevin Gorder

The Committee reviewed the accompanying correspondence from Division Engineer, Kevin Gorder, related to Change Orders #8 - 19 submitted by NDDOT in the amount of $131,227.50. KPH, Inc. is the Prime Contractor. The requested changes can be summarized as follows:

- Change in water main in the Veterans Drive intersection.
- Additional inlet in the SW corner of 53rd Ave and 52nd Ave.
- Time ext. for WB driving lane west of 63rd.
- Additional costs to move water main west of 63rd.
- Lowering of south sidewalk between Drain 27 and 45th St.
- Flagging
- Different expansion joints at the bridge ends due to performance at other locations.
- New standard for loop installation.
- Adjustment of sidewalk elevations.

Staff is recommending approval of Change Orders #8 - 19 in the amount of $131,227.50.

On a motion by Kent Costin, seconded by Ben Dow, the Committee voted to recommend approval of Change Orders #8 -19.

RECOMMENDED MOTION
Concur with recommendations of PWPEC and approve Change Orders #8 - 19 in the amount of $131,227.50.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Fed, SE Cass, Cass Cty Hwy, COF 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	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	Craig Nelson
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: Kevin Gorder, Division Engineer

Date: September 24, 2019

Re: BN-19-A2 52nd Avenue Project – Change Orders #8-19

As of this date, change orders 1-7 have been approved for a total of $35,323.89. Change orders 8-13 and 15-16 have been processed and need action. Change orders 14, 17-19 are still in negotiation with the Contractor.

8-10 Change in water main in the Veterans Drive intersection – increase of $467.50
11-12 Add in let SW corner of 53rd Ave and 52nd Ave – increase of $5,970.00
13 Time extension for WB driving lane west of 63rd to accommodate storm sewer force main repair for the City of West Fargo
14 Additional costs to move water main west of 63rd to avoid West Fargo's storm sewer force main – estimated cost $15,000
15 Lower south sidewalk between Drain 27 and 45th St – decrease $16,410
16 Add flagging on the project – estimated increase of $11,200
17 City Engineering requested different expansion joints at the bridge ends based on performance at other locations in town – estimate cost $40,000 and 3 additional days for August 15 interim completion date
18 Fargo Engineering adopted a new standard for loop installation at signalized intersection for Signal timing – estimated cost $25,000
19 Sidewalk elevations need adjusting to minimize areas where sediment and ice could build up on sidewalk. Some areas the sidewalk was much lower than the adjacent private property – estimated cost $50,000 for additional fill and inlets

Recommended Motion
Approve change orders 8-19 for a total of $131,227.50.

North Dakota Department of Transportation
Change Order

Change Order No: 8 Project: SU-8-984(164) PCN: 22007

SubProject: 1 GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC
9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:
$19,197,385.45

Date Created: 07/12/2019 Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
DECREASE TO BID ITEM								
PARTICIPATING (FEDERAL FUNDS)								
202	174	REMOVAL OF PIPE ALL TYPES AND SIZES	LF	2,444.00	-142.00	18.000		-2,556.00
INCREASE TO BID ITEM								
PARTICIPATING (FEDERAL FUNDS)								
722	140	MANHOLE 96IN	EA	1.00	2.00	10,500.000	21,000.00	
722	1140	MANHOLE RISER 96IN	LF	6.74	15.85	550.000	8,717.50	

Net Increase or Decrease to Date	-289,501.36	Part	351,987.29	Non-Part	TOTALS		29,717.50	-2,556.00
					NON-PARTICIPITING			
					PARTICIPATING		29,717.50	-2,556.00

Due to This Change, the Contract Time:
NO CHANGE.

Classification

Change Approved In Field by P.E.

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

The as bid plans for this project were designed assuming the Veterans and 52nd Ave intersection would be built in phases. This phasing created constraints in how the storm sewer and water main conflict could be handled at this intersection. The storm sewer design grade was in direct conflict with the water main elevation. The plan to get around this was to remove part of the water main and reinstall it at a deeper depth so the storm sewer could cross over the water main. The contractor worked out a deal with the adjacent landowner so the entire intersection could be built in one phase. This created an option to leave most of this water main in place and reroute the storm sewer and leave most of the water main in place. The advantages to the City of Fargo were numerous. If this water main was to start leaking, most of the water main would be at a normal depth so it would be easier to repair. This water main was a 16" water main but it was connected to a 36" water main that would need to be shut down during modifications. This shutdown limited the amount of water available in this portion of town and if the relocation took too long, there was a potential of running out of water in the SW metro. The contractor saved time on the water main but additional time was needed to set the storm sewer. One of three change orders for this change.

Section 8 Sheets 1-3 Section 40 Sheet 4 Section 50 Sheets 1, 2 & 4 Section 55 Sheets 5,6 &16

North Dakota Department of Transportation
Change Order

Change Order No: 8 Project: SU-8-984(164) PCN: 22007

SubProject: 1 GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC
9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:
$19,197,385.45

Date Created: 07/12/2019 Date Approved:

CONTRACTOR	DATE	( ) Approval Recommended PROJECT ENGINEER	( ) Approved DATE
CITY/COUNTY/OTHER OFFICIAL	DATE	( ) Approval Recommended DISTRICT ENGINEER	( ) Approved DATE
REPRESENTING	DATE	( ) Approval Recommended OFFICE OF OPERATIONS	( ) Approved DATE

North Dakota Department of Transportation
Change Order

Change Order No: 9
Project: SU-8-984(164)
PCN: 22007
SubProject: 2 DRAINAGE
County: Cass
For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC
9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:
$19,197,385.45

Date Created: 07/12/2019 Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
DECREASE TO BID ITEM								
PARTICIPATING (FEDERAL FUNDS)								
714	1110	PIPE CONC REINF 48IN CL III-STORM DRAIN	LF	235.00	-64.00	175.000		-11,200.00
INCREASE TO BID ITEM								
PARTICIPATING (FEDERAL FUNDS)								
714	1010	PIPE CONC REINF 42IN CL III-STORM DRAIN	LF	859.00	68.00	145.000	9,860.00	

Net Increase or Decrease to Date -290,841.36 Part 351,987.29 Non-Part **TOTALS** 9,860.00 -11,200.00
NON-PARTICIPITING
PARTICIPATING 9,860.00 -11,200.00

Due to This Change, the Contract Time:
NO CHANGE.

Classification

Change Approved In Field by P.E.

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

The as bid plans for this project were designed assuming the Veterans and 52nd Ave intersection would be built in phases. This phasing created constraints in how the storm sewer and water main conflict could be handled at this intersection. The storm sewer design grade was in direct conflict with the water main elevation. The plan to get around this was to remove part of the water main and reinstall it at a deeper depth so the storm sewer could cross over the water main. The contractor worked out a deal with the adjacent landowner so the entire intersection could be built in one phase. This created an option to leave most of this water main in place and reroute the storm sewer and leave most of the water main in place. The advantages to the City of Fargo were numerous. If this water main was to start leaking, most of the water main would be at a normal depth so it would be easier to repair. This water main was a 16" water main but it was connected to a 36" water main that would need to be shut down during modifications. This shutdown limited the amount of water available in this portion of town and if the relocation took too long, there was a potential of running out of water in the SW metro. The contractor saved time on the water main but additional time was needed to set the storm sewer. Second of three change orders for this change.

Section 8 Sheets 1-3 Section 40 Sheet 4 Section 50 Sheets 1, 2 & 4 Section 55 Sheets 5,6 &16

North Dakota Department of Transportation
Change Order

Change Order No: 9
SubProject: 2 DRAINAGE

Project: SU-8-984(164)
County: Cass

PCN: 22007

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC
9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:
$19,197,385.45

Date Created: 07/12/2019

Date Approved:

8-29-19

CONTRACTOR DATE

( ) Approval Recommended
PROJECT ENGINEER

( ) Approved
DATE

CITY/COUNTY/OTHER OFFICIAL DATE

( ) Approval Recommended
DISTRICT ENGINEER

( ) Approved
DATE

REPRESENTING DATE

( ) Approval Recommended
OFFICE OF OPERATIONS

( ) Approved
DATE

North Dakota Department of Transportation
Change Order

Change Order No: 10 Project: SU-8-984(164) PCN: 22007

SubProject: 5 CITY UNDERGROUND UTILITIES (GATE VALVE, HYDF County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC
9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:
$19,197,385.45

Date Created: 07/12/2019 Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
DECREASE TO BID ITEM								
NON-PARTICIPATING (FARGO CITY FUNDS)								
724	210	FITTINGS-DUCTILE IRON	LBS	3,446.00	-264.00	11.000		-2,904.00
724	314	GATE VALVE & BOX 12IN	EA	8.00	-1.00	3,700.000		-3,700.00
724	870	24IN WATERMAIN	LF	10.00	-10.00	200.000		-2,000.00
724	852	WATERMAIN 16IN PVC	LF	207.00	-134.00	125.000		-16,750.00
Net Increase or Decrease to Date		-290,841.36	Part	326,633.29	Non-Part	**TOTALS**		-25,354.00
						NON-PARTICIPITING		-25,354.00
						PARTICIPATING		

Due to This Change, the Contract Time:
NO CHANGE.

Classification

Change Approved In Field by P.E.

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

The as bid plans for this project were designed assuming the Veterans and 52nd Ave intersection would be built in phases. This phasing created constraints in how the storm sewer and water main conflict could be handled at this intersection. The storm sewer design grade was in direct conflict with the water main elevation. The plan to get around this was to remove part of the water main and reinstall it at a deeper depth so the storm sewer could cross over the water main. The contractor worked out a deal with the adjacent landowner so the entire intersection could be built in one phase. This created an option to leave most of this water main in place and reroute the storm sewer and leave most of the water main in place. The advantages to the City of Fargo were numerous. If this water main was to start leaking, most of the water main would be at a normal depth so it would be easier to repair. This water main was a 16" water main but it was connected to a 36" water main that would need to be shut down during modifications. This shutdown limited the amount of water available in this portion of town and if the relocation took too long, there was a potential of running out of water in the SW metro. The contractor saved time on the water main but additional time was needed to set the storm sewer. Third of three change orders for this change.

Section 8 Sheets 1-3 Section 40 Sheet 4 Section 50 Sheets 1, 2 & 4 Section 55 Sheets 5,6 &16

North Dakota Department of Transportation
Change Order

Change Order No: 10 Project: SU-8-984(164) PCN: 22007

SubProject: 5 CITY UNDERGROUND UTILITIES (GATE VALVE, HYDF County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC
9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:
$19,197,385.45

Date Created: 07/12/2019 Date Approved:

8-28-19

CONTRACTOR DATE

( ) Approval Recommended ( ) Approved
PROJECT ENGINEER DATE

CITY/COUNTY/OTHER OFFICIAL DATE

( ) Approval Recommended ( ) Approved
DISTRICT ENGINEER DATE

REPRESENTING DATE

( ) Approval Recommended ( ) Approved
OFFICE OF OPERATIONS DATE

North Dakota Department of Transportation
Change Order

Change Order No: 11 Project: SU-8-984(164) PCN: 22007
SubProject: 1 GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, County: Cass
For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC
9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:
$19,197,385.45

Date Created: 07/12/2019 Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
		INCREASE TO BID ITEM						
		PARTICIPATING (FEDERAL FUNDS)						
722	3510	INLET-TYPE 2	EA	19.00	1.00	2,400.000	2,400.00	
Net Increase or Decrease to Date		-288,441.36	Part	326,633.29	Non-Part	TOTALS	2,400.00	
						NON-PARTICIPITING		
						PARTICIPATING	2,400.00	

Due to This Change, the Contract Time:
NO CHANGE.

Classification

Change Approved In Field by P.E.

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

As the project was under construction, the drainage in the SW corner of 52nd Ave and 53rd Ave was very difficult to pick up. This change will add an inlet and manhole in the corner and will be used to pick up drainage from the project and the property owner in the area so the current drainage patterns are not impacted negatively. One of two change orders for this change.

Section 55 Sheet 4

8-28-19

CONTRACTOR DATE

( ) Approval Recommended ( ) Approved
PROJECT ENGINEER DATE

CITY/COUNTY/OTHER OFFICIAL DATE

( ) Approval Recommended ( ) Approved
DISTRICT ENGINEER DATE

REPRESENTING DATE

( ) Approval Recommended ( ) Approved
OFFICE OF OPERATIONS DATE

North Dakota Department of Transportation
Change Order

Change Order No: 12
SubProject: 2 DRAINAGE

Project: SU-8-984(164)
County: Cass

PCN: 22007

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC
9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:
$19,197,385.45

Date Created: 07/12/2019 Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
		INCREASE TO BID ITEM						
		PARTICIPATING (FEDERAL FUNDS)						
714	210	PIPE CONC REINF 15IN CL III-STORM DRAIN	LF	3,769.00	51.00	70.000	3,570.00	

Net Increase or Decrease to Date -284,871.36 Part 326,633.29 Non-Part **TOTALS** 3,570.00

NON-PARTICIPIPATING

PARTICIPATING 3,570.00

Due to This Change, the Contract Time:
NO CHANGE.

Classification

Change Approved In Field by P.E.

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

As the project was under construction, the drainage in the SW corner of 52nd Ave and 53rd Ave was very difficult to pick up. This change will add an inlet and manhole in the corner and will be used to pick up drainage from the project and the property owner in the area so the current drainage patterns are not impacted negatively. Second of two change orders for this change.

Section 55 Sheet 4

CONTRACTOR DATE

( ) Approval Recommended ( ) Approved
PROJECT ENGINEER DATE

CITY/COUNTY/OTHER OFFICIAL DATE

( ) Approval Recommended ( ) Approved
DISTRICT ENGINEER DATE

REPRESENTING DATE

( ) Approval Recommended ( ) Approved
OFFICE OF OPERATIONS DATE

North Dakota Department of Transportation
Change Order

Change Order No: 13 Project: SU-8-984(164) PCN: 22007

SubProject: 1 GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC
9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:
$19,197,385.45

Date Created: 07/15/2019 Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount

Net Increase or Decrease to Date -284,871.36 Part 326,633.29 Non-Part **TOTALS**
NON-PARTICIPITING
PARTICIPATING

Due to This Change, the Contract Time:
NO CHANGE.

Classification

Administrative Change

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

The plans for this project require the opening of everything west of 63rd St by August 15. The City of West Fargo has a storm sewer force main that is leaking and has oversaturated the existing roadbed. The City of West Fargo has entered into a separate contract to repair this force main. Due to the unknown conditions surrounding this leaking force main and it proximity to the roadway, it seems in the best interest of the City of Fargo to hold off on the dirt work, salvage base, and concrete in the WB roadway west of 63rd. This change order will remove this requirement from the contract. In exchange, the Contractor agrees to provide a more direct connection to the businesses south of 52nd and west of 63rd in the interim.

8-28-19

CONTRACTOR DATE

( ) Approval Recommended ( ) Approved
PROJECT ENGINEER DATE

CITY/COUNTY/OTHER OFFICIAL DATE

( ) Approval Recommended ( ) Approved
DISTRICT ENGINEER DATE

REPRESENTING DATE

( ) Approval Recommended ( ) Approved
OFFICE OF OPERATIONS DATE

North Dakota Department of Transportation
Change Order

Change Order No: 14 Project: SU-8-984(164) PCN: 22007

SubProject: 5 CITY UNDERGROUND UTILITIES (GATE VALVE, HYDF County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC
9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:
$19,197,385.45

Date Created: 07/15/2019 Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
DECREASE TO BID ITEM								
NON-PARTICIPATING (FARGO CITY FUNDS)								
724	210	FITTINGS-DUCTILE IRON	LBS	3,446.00	-107.00	11.000		-1,177.00
INCREASE TO BID ITEM		Need to add gravel backfill & rock bedding estimated total $15,000						
NON-PARTICIPATING (FARGO CITY FUNDS)								
724	810	WATERMAIN 6IN PVC	LF	67.00	24.00	49.000	1,176.00	

Net Increase or Decrease to Date -284,871.36 Part 326,632.29 Non-Part

	Increase Amount	Decrease Amount
TOTALS	1,176.00	-1,177.00
NON-PARTICIPITING	1,176.00	-1,177.00
PARTICIPATING		

Due to This Change, the Contract Time:
NO CHANGE.

Classification

Change Approved In Field by P.E.

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

The location of the water main from 63rd St west to the end of the project needed to be changed. The as designed plans did not account for a storm sewer force main that is leaking and conflicted with the proposed location of the new water main. The water main was moved 12' south of the proposed location. The two bid items that change are fittings - ductile iron and 6in water main.

8-3 55-1 55-2

CONTRACTOR DATE

( ) Approval Recommended ( ) Approved
PROJECT ENGINEER DATE

CITY/COUNTY/OTHER OFFICIAL DATE

( ) Approval Recommended ( ) Approved
DISTRICT ENGINEER DATE

REPRESENTING DATE

( ) Approval Recommended ( ) Approved
OFFICE OF OPERATIONS DATE

North Dakota Department of Transportation
Change Order

Change Order No: 15 Project: SU-8-984(164) PCN: 22007

SubProject: 1 GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC
9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:
$19,197,385.45

Date Created: 07/15/2019 Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
DECREASE TO BID ITEM								
PARTICIPATING (FEDERAL FUNDS)								
203	140	BORROW-EXCAVATION	CY	145,345.00	-3,141.00	10.000		-31,410.00
INCREASE TO BID ITEM								
PARTICIPATING (FEDERAL FUNDS)								
722	3410	MANHOLE REPAIR	EA	6.00	6.00	2,500.000	15,000.00	

Net Increase or Decrease to Date -301,281.36 Part 326,632.29 Non-Part **TOTALS** 15,000.00 -31,410.00

NON-PARTICIPITING

PARTICIPATING 15,000.00 -31,410.00

Due to This Change, the Contract Time:
NO CHANGE.

Classification

Change Approved In Field by P.E.

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

The plans for the project included a raised sidewalk on the south side of 52nd Ave between 45th St and Drain 27. This was originally a temporary measure if needed on a large flood event. The City of Fargo purchased a half section of land south of here for a water detention pond and the pond needs to be protected so the raised sidewalk is not needed. Six existing manholes will need to be repaired to match the new elevation.

30-2

8-28-19

CONTRACTOR DATE

( ) Approval Recommended ( ) Approved
PROJECT ENGINEER DATE

CITY/COUNTY/OTHER OFFICIAL DATE

( ) Approval Recommended ( ) Approved
DISTRICT ENGINEER DATE

REPRESENTING DATE

( ) Approval Recommended ( ) Approved
OFFICE OF OPERATIONS DATE

North Dakota Department of Transportation
Change Order

Change Order No: 16 Project: SU-8-984(164) PCN: 22007

SubProject: 1 GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAI

Contractor: KPH INC
9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:
$19,197,385.45

Date Created: 09/03/2019 Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
PARTICIPATING (FEDERAL FUNDS)								
704	100	FLAGGING	MHR	0.00	350.00	32.000	11,200.00	

Net Increase or Decrease to Date -290,081.36 Part 326,632.29 Non-Part **TOTALS** 11,200.00

NON-PARTICIPITING

PARTICIPATING 11,200.00

Due to This Change, the Contract Time:
NO CHANGE.

Classification

Change Approved In Field by P.E.

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

Adding flagging hours as per contract. Original bid did not have any hours in the quantities.

9-5-19

CONTRACTOR DATE

( ) Approval Recommended ( ) Approved
PROJECT ENGINEER DATE

CITY/COUNTY/OTHER OFFICIAL DATE

( ) Approval Recommended ( ) Approved
DISTRICT ENGINEER DATE

REPRESENTING DATE

( ) Approval Recommended ( ) Approved
OFFICE OF OPERATIONS DATE

North Dakota Department of Transportation
Change Order

Change Order No: 17 Project: SU-8-984(164) PCN: 22007

SubProject: 1 GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC
9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:
$19,197,385.45

Date Created: 09/03/2019 Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
PARTICIPATING (FEDERAL FUNDS)								
550	8700	3 in expansion joint	LF	0.00	122.00	174.280	21,262.16	
INCREASE TO BID ITEM Still waiting on a couple items estimated total $40,008								
PARTICIPATING (FEDERAL FUNDS)								
550	310	10IN NON REINF CONCRETE PVMT CL AE-DOWELEI	SY	63,559.00	90.00	70.000	6,300.00	

Net Increase or Decrease to Date -262,519.20 Part 326,632.29 Non-Part **TOTALS** 27,562.16

NON-PARTICIPITING

PARTICIPATING 27,562.16

Due to This Change, the Contract Time:
IS INCREASED BY 3.0 CALENDAR DAYS.

Classification

Change Approved In Field by P.E.

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

The City of Fargo requested a change in expansion joints. The plans called for two joints on each side of the bridge and the design was the small dowel assembly. The City requested the large three inch expansion built on sleeper slabs.

Section 90 Sheet 9

The three days only apply to the interim completion of August 15, 2019. Project completion date remains unchanged.

CONTRACTOR DATE

( ) Approval Recommended ( ) Approved
PROJECT ENGINEER DATE

CITY/COUNTY/OTHER OFFICIAL DATE

( ) Approval Recommended ( ) Approved
DISTRICT ENGINEER DATE

REPRESENTING DATE

( ) Approval Recommended ( ) Approved
OFFICE OF OPERATIONS DATE

North Dakota Department of Transportation
Change Order

Change Order No: 18 Project: SU-8-984(164) PCN: 22007

SubProject: 1 GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC
9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:
$19,197,385.45

Date Created: 09/24/2019 Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount

20 loops for an estimated total of $25,000

Net Increase or Decrease to Date -262,519.20 Part 326,632.29 Non-Part **TOTALS**
NON-PARTICIPIPITING
PARTICIPATING

Due to This Change, the Contract Time:
NO CHANGE.

Classification

Change Approved In Field by P.E.

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

The City of Fargo is replacing all the controllers at signalized intersections in the City including providing new controllers for the DOT controlled ramps. The new controllers have new capabilities and need extra loops to perform these functions.

CONTRACTOR DATE

( ) Approval Recommended ( ) Approved
PROJECT ENGINEER DATE

CITY/COUNTY/OTHER OFFICIAL DATE

( ) Approval Recommended ( ) Approved
DISTRICT ENGINEER DATE

REPRESENTING DATE

( ) Approval Recommended ( ) Approved
OFFICE OF OPERATIONS DATE

North Dakota Department of Transportation
Change Order

Change Order No: 19 Project: SU-8-984(164) PCN: 22007

SubProject: 1 GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC
9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:
$19,197,385.45

Date Created: 09/24/2019 Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount

Additional fill & drainage inlets estimated total $50,000

Net Increase or Decrease to Date -262,519.20 Part 326,632.29 Non-Part **TOTALS**
NON-PARTICIPITING
PARTICIPATING

Due to This Change, the Contract Time:
MAY BE REVISED IF THE WORK AFFECTS THE CONTROLLING OPERATION.

Classification

Change Approved In Field by P.E.

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

The sidewalk design on the project did not take into account potential LOMR elevations and other elevation issues. Some of the sidewalk needed to be raised to better match the existing and proposed ground elevations outside of the roadway corridor.

CONTRACTOR DATE

( ) Approval Recommended ( ) Approved
PROJECT ENGINEER DATE

CITY/COUNTY/OTHER OFFICIAL DATE

( ) Approval Recommended ( ) Approved
DISTRICT ENGINEER DATE

REPRESENTING DATE

( ) Approval Recommended ( ) Approved
OFFICE OF OPERATIONS DATE

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

46

Improvement District No. TN-19-A1 Type: Time Extension (CO #2)

Location: University Drive & 17th Ave N Date of Hearing: 9/30/2019

Routing	Date
City Commission	10/7/2019
PWPEC File	X
Project File	Jake Rick

The Committee reviewed the accompanying correspondence from Project Manager, Jake Rick, regarding a time extension (CO #2) requested by Moorhead Electric. Due to delays with the delivery of the new traffic poles, the original completion dates are not obtainable.

Staff is recommending approval of the time extension (CO #2) to the Substantial and Final Completion Dates as shown below:

Original Completion Dates	Revised This Memo
Substantial - 11/15/2019	**Substantial - 4/01/2020**
Final - 12/15/2019	**Final - 6/01/2020**

On a motion by Kent Costin, seconded by Ben Dow, the Committee voted to recommend approval of the time extension (CO #2) as described above to Moorhead Electric.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the time extension (CO #2) to the Substantial and Final Completion Dates.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: 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	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	Craig Nelson
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: Jake Rick, Project Manager - Traffic

Date: September 16, 2019

Re: Improvement District No. TN-19-A1 – Change Order # 2 (Time Extension)

Background:

Improvement District No. TN-19-A1 is for installing a new traffic signal system at the intersection of University Drive & 17th Avenue North. This will help with the increased vehicle and pedestrian traffic movements at this intersection. This project will also be updating the fiber optics between 12th Avenue North and 19th Avenue North. The goal of this project is to increase safety and convenience of the residents, students, and the visiting traveling public.

Moorhead Electric Inc. is the Prime Contractor.

This project has NEW traffic signal poles. Delivery dates on all traffic signal poles in previous years have varied between 20-24 weeks from order to delivery. This year the poles are being pushed to 35-40 weeks from order to delivery. With the estimated delivery date on these signal poles being between 1/24/2020 to 2/01/2020 the original Contract completion date is not obtainable. Due to supplier production issues, a time extension is needed. The updated completion date are as followed:

Original Completion Dates	Revised This Memo
Substantial - 11/15/2019	**Substantial - 4/01/2020**
Final - 12/15/2019	**Final - 6/01/2020**

Recommended Motion:

Approve Time Extension (Change Order #2) to revise the Substantial and Final Completion Dates as shown above.

JJR/klb
Attachments

C: Thomas Knakmuhs
Jeremy Gorden
Dan Eberhardt

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	TN-19-A1	**Change Order No**	2
Project Name	Traffic Signal Improvements & Incidentals		
Date Entered	9/18/2019	**For**	Moorhead Electric

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

EXPLANATION OF CHANGE: Time Extention

This project calls for installing a new traffic signal system at the intersection of University Drive & 17th Avenue North. This will help with the increased vehicle and pedestrian traffic movements at this intersection. This project will also be updating the fiber optics between 12th Avenue North and 19th Avenue N. The project's goal is to increase safety and convenience of the residents, students, and the visiting traveling public

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 ($)	C/O Ext Price ($)

Summary

Source Of Funding	
Net Amount Change Order # 2 ($)	
Previous Change Orders ($)	6,517.50
Original Contract Amount ($)	279,966.75
Total Contract Amount ($)	286,484.25

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
11/15/2019		138.00	138.00	04/01/2020	

Description This project has NEW traffic signal poles, and delivery dates on all traffic signal poles in previous years are usually 20-24 weeks from order to delivery. This year the poles are being pushed to 35-40 weeks from order to delivery. With the estimated delivery date on these signal poles being 01/24/2020 to 02/01/2020 the original Contract completion date is not obtainable. Due to supplier production issues, a time extension will be needed.

APPROVED **APPROVED DATE**

THE CITY OF Fargo

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

For Contractor
Moorhead Electric

Title
Project Manager

Department Head
10/1/19

Mayor

Attest

City of Fargo
Project TN-19-A1
Traffic Signal Improvements & Incidentals

University & 17th Ave N
Cass County

8/26/2019

Jake,

We have been notified the signal poles for Univ/17th Ave N have a completion date of 1/17/2020 with shipment of 1-2 weeks following. Based on those dates holding true and we receive the signals within 2 weeks after completion, we are requesting a time extension to 4/1/2020. Cold weather, snow depth, wind, slower production, etc. are expected in winter months and used to come up with requested completion date.

MEI will not put workers in unsafe conditions during winter months, so there may be periods of time where no work is taking place. If extended weather conditions persist, another time extension may be requested.

*See supporting letter from manufacturer below.

Kyle Pederson
Project Manager
Moorhead Electric

MILLERBERND

August 26, 2019

Border States Electric
Chris Hoff
605 25th Street South
Fargo, ND 58103

RE: MMC Sales Order #089769

Project Number City of Fargo, TN-19-A1

Chris,

Please find the enclosed ECD of the above referenced order as 01/17/19. Shipping to follow.

Sincerely,

Mitch Haida

Sales Manager

Phone: 320-485-5269
mitchg@millerberndmfg.com

(47)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. SN-16-B1 Type: Amendment #1

Location: 40th Ave S, 18th St – 32nd St Date of Hearing: 9/30/2019

Routing	Date
City Commission	10/7/2019
PWPEC File	X
Project File	Kevin Gorder

The Committee reviewed the accompanying correspondence from Division Engineer, Kevin Gorder, regarding the Final Estimate and Amendment #1 in the amount of $42,980.22. The Final Estimate reduces the total project cost by $5,263.10 for a total of $418,850.65 and Amendment #1 increases the local share from $232,113.75 to $275,093.75.

Staff is recommending approval of the Final Estimate and Amendment #1, in the amount of $42,980.22, bringing the City of Fargo's funding share amount to $275,093.97.

On a motion by Kent Costin, seconded by Ben Dow, the Committee voted to recommend approval of the Final Estimate and Amendment #1.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the Final Estimate and Amendment #1 in the amounts of $418,850.65 and $42,980.22, respectively.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: TAP Fed Funds, 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
50% escrow deposit required		N/A

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	Craig Nelson
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: Kevin Gorder, Division Engineer

Date: September 24, 2019

Re: SN-16-B1 Final Estimate (Amendment #1)
NDDOT Project No. TAU-8-8984(151)154

City of Fargo Engineering submitted and NDDOT has approved the final estimate for the shared use path along 40th Avenue South in Fargo. The original contract was $424,113.75 and the final contract total payment is $418,850.65. The project included a maximum of $192,000 in federal aid with the remaining balance paid by the City of Fargo. FHWA reviewed the final records and determined two tests required for federal aid participation were not completed and determined the concrete on the project was not eligible for federal aid participation. This reduced the federal participation from the original $192,000 to $143,756.68. This reduction in federal aid will increase the City of Fargo's share from $232,113.75 to $275,093.97 as shown in the table below:

Original Construction:	Final Construction:
Total: $424,113.75	Total: $418,850.65
Federal: $192,000.00	Federal: $143,756.68
Local: $232,113.75	Local: $275,093.97

Recommended Motion:
Approve Final Estimate and Amendment #1 in the amount of $42,980.22, to be funded by Sales Tax.

Attachment

North Dakota Department of Transportation
Final Progressive Estimate Number 4

Project: TAU-8-984(151)154 PCN: 20769
Type: BRIDGE MODIFICATIONS, SHARED USE PATH, STREET LIGHTING, & INCIDENTALS

Covering Period From 10/10/2017 To 09/16/2019
Length: 0.65
Contract Cost $424,113.75
Change Orders Estimated: $0.00
County: Cass

Contractor
ADELMAN CONCRETE & EXCAVATING INC
5002 19TH AVE N
FARGO ND 58102
Assignment

Vendor Number: 127777
Funding Doc No: P898415A 7350

Funding Sources	TAP FEDERAL FUNDS	Totals
Total Work Done to Date	177,630.90	418,850.65
Retainage	0.00	0.00
Previous Retainage	4,188.84	4,188.84
Retainage this Period	-4,188.84	-4,188.84
Liquidated Damages		
0.0 Days to Date	0.00	0.00
0.0 Days to Previous	0.00	0.00
0.0 Days this Period	0.00	0.00
Total Due to Date	177,630.90	418,850.65
Previous Payments	414,695.56	414,695.56
Payment Due this Estimate	-237,064.66	4,155.09

NP Funding Sources	TAP FEDERAL FUNDS
Total Work Done to Date	241,219.75
Retainage	0.00
Previous Retainage	0.00
Retainage this Period	0.00
Liquidated Damages	
0.0 Days to Date	0.00
0.0 Days to Previous	0.00
0.0 Days this Period	0.00
Total Due to Date	241,219.75
Previous Payments	0.00
Payment Due this Estimate	241,219.75

Engineer: Kevin Gorder, CITY OF FARGO

Construction Engineer:
Pay Quantities Date Range From 03/22/2019 To 04/16/2019

9/16/2019

North Dakota Department of Transportation
Progressive Estimate Details

Project: TAU-8-984(151)154 PCN: 20769 Date Submitted For Payment: 04/16/2019 Letting Date: 03/18/2016

SubProject: 1 BRIDGE MODIFICATIONS, SHARED USE PATH, STREET LIGHTING, & INCIDENTALS

Spec. No.	Code No.	C.O. No.	Description	Original Quantity	Unit	Unit Price	BID Amount	QUANTITIES Current	QUANTITIES Total to Date	AMOUNT Current	AMOUNT Total to Date	Projected Quantity
Bid Items and Change Orders												
103	100		CONTRACT BOND	1.000	L SUM	3,500.000	3,500.00		1.000		3,500.00	100.00
202	111		REMOVAL OF CONCRETE	1.000	L SUM	25,000.000	25,000.00		1.000		25,000.00	100.00
202	112		REMOVAL OF CONCRETE	1,766.000	SY	18.000	31,788.00		1,784.500		32,121.00	101.05
202	130		REMOVAL OF CURB & GUTTER	267.000	LF	10.000	2,670.00		243.990		2,439.90	91.38
251	100		SEEDING CLASS I	0.650	ACRE	4,000.000	2,600.00		0.650		2,600.00	100.00
253	201		HYDRAULIC MULCH	0.650	ACRE	4,000.000	2,600.00		0.650		2,600.00	100.00
602	130		CLASS AAE-3 CONCRETE	7.200	CY	500.000	3,600.00		7.200		3,600.00	100.00
612	116		REINFORCING STEEL-GRADE 60-EPOX	2,460.000	LBS	2.500	6,150.00		2,460.000		6,150.00	100.00
624	121		RESET PEDESTRIAN RAILING	69.500	LF	100.000	6,950.00		69.500		6,950.00	100.00
650	704		OVERLAY CONCRETE	2.100	CY	750.000	1,575.00		1.400		1,050.00	66.67
650	720		CLASS 1 REMOVAL	37.800	SY	200.000	7,560.00		24.500		4,900.00	64.81
702	100		MOBILIZATION	1.000	L SUM	25,000.000	25,000.00		1.000		25,000.00	100.00
704	1037		ATTENUATION DEVICE-TYPE B-35	2.000	EA	1,500.000	3,000.00		2.000		3,000.00	100.00
704	1100		TRAFFIC CONTROL	1.000	L SUM	3,200.000	3,200.00		1.000		3,200.00	100.00
704	3501		PORTABLE PRECAST CONCRETE MED	150.000	LF	16.500	2,475.00		150.000		2,475.00	100.00
708	1540		INLET PROTECTION-SPECIAL	14.000	EA	500.000	7,000.00		14.000		7,000.00	100.00
708	1541		REMOVE INLET PROTECTION-SPECIAL	14.000	EA	50.000	700.00		14.000		700.00	100.00
714	6589		PIPE PVC 4IN DRAIN	70.000	LF	25.000	1,750.00		12.000		300.00	17.14
748	100		CURB & GUTTER	267.000	LF	40.000	10,680.00		244.000		9,760.00	91.39
750	115		SIDEWALK CONCRETE 4IN	3,681.500	SY	58.500	215,367.75	2.500	3,657.500	146.25	213,963.75	99.35
750	140		SIDEWALK CONCRETE 6IN	64.000	SY	72.000	4,608.00		93.000		6,696.00	145.31
750	2115		DETECTABLE WARNING PANELS	172.000	SF	45.000	7,740.00	-4.000	161.000	-180.00	7,245.00	93.60
770	4525		REVISE LIGHTING SYSTEM	1.000	EA	48,600.000	48,600.00		1.000		48,600.00	100.00
						Total Current Amount:				**$-33.75**		
						Total Bid Amount	**$424,113.75**				**$418,850.65**	
Contract Adjustments												
602	130		CLASS AAE-3 CONCRETE	-7.200	CY	500.000	-3,600.00	-7.200	-7.200	-3,600.00	-3,600.00	100.00
602	130	N	CLASS AAE-3 CONCRETE	7.200	CY	500.000	3,600.00	7.200	7.200	3,600.00	3,600.00	100.00
612	116		REINFORCING STEEL-GRADE 60-EPOX	-2,460.000	LBS	2.500	-6,150.00	-2,460.000	-2,460.000	-6,150.00	-6,150.00	100.00
612	116	N	REINFORCING STEEL-GRADE 60-EPOX	2,460.000	LBS	2.500	6,150.00	2,460.000	2,460.000	6,150.00	6,150.00	100.00
650	704		OVERLAY CONCRETE	-1.400	CY	750.000	-1,050.00	-1.400	-1.400	-1,050.00	-1,050.00	100.00
650	704	N	OVERLAY CONCRETE	1.400	CY	750.000	1,050.00	1.400	1.400	1,050.00	1,050.00	100.00
748	100		CURB & GUTTER	-244.000	LF	40.000	-9,760.00	-244.000	-244.000	-9,760.00	-9,760.00	100.00
748	100	N	CURB & GUTTER	244.000	LF	40.000	9,760.00	244.000	244.000	9,760.00	9,760.00	100.00
750	115		SIDEWALK CONCRETE 4IN	-3,657.500	SY	58.500	-213,963.75	-3,657.500	-3,657.500	-213,963.75	-213,963.75	100.00
750	115	N	SIDEWALK CONCRETE 4IN	3,657.500	SY	58.500	213,963.75	3,657.500	3,657.500	213,963.75	213,963.75	100.00

9/16/2019

North Dakota Department of Transportation
Progressive Estimate Details

Project: TAU-8-984(151)154 PCN: 20769 Date Submitted For Payment: 04/16/2019 Letting Date: 03/18/2016

SubProject: 1 BRIDGE MODIFICATIONS, SHARED USE PATH, STREET LIGHTING, & INCIDENTALS

Spec. No.	Code No.	C.O. No.	Description	Original Quantity	Unit	Unit Price	BID Amount	QUANTITIES Current	QUANTITIES Total to Date	AMOUNT Current	AMOUNT Total to Date	Projected Quantity
750	140		SIDEWALK CONCRETE 6IN	-93.000	SY	72.000	-6,696.00	-93.000	-93.000	-6,696.00	-6,696.00	100.00
750	140	N	SIDEWALK CONCRETE 6IN	93.000	SY	72.000	6,696.00	93.000	93.000	6,696.00	6,696.00	100.00
			Total Current Amount:							**$0.00**		
			Total:				**$424,113.75**				**$418,850.65**	
			Total Project Current Amount							**$-33.75**		
			Total Project Bid Amounts				**$424,113.75**				**$418,850.65**	
			Total Project Contract Adjustments									
			Total Project:				**$424,113.75**				**$418,850.65**	

U. S. Department of Transportation
Federal Highway Administration

Federal-Aid Ineligibility Notification

TO:
North Dakota Department of Transportation

NOTIFICATION NUMBER: _____

- [x] Initial
- [ ] Revised
- [ ] Cancelled

Use the same notification number shown on the initial notification.

PROJECT NUMBER:
TAU-8-984(151)154 PCN 20769

Items identified below or on the attached sheet have been determined to be ineligible for Federal-aid reimbursement for the reasons stated:

ITEM:			TOTAL COST
Spec	Code	Work Item	
602	130	Class AAE-3 Concrete (7.2CY @ $500/CY)	$3,600.00
612	116	Reinforcing Steel - Grade 60 Epoxy (2,460LB @ $2.50/LB)	$6,150.00
650	704	Overlay Concrete (1.4CY @ $750/CY)	$1,050.00
748	100	Curb and Gutter (244LF @ $40/LF)	$9,760.00
750	115	Sidewalk Concrete 4IN (3,657.5SY @ $58.5/SY)	$213,963.75
750	140	Sidewalk Concrete 6IN (93SY @ $72/SY)	$6,696.00

The items listed above on project TAU-8-984(151)154, PCN 20769, should be identified as non-participating.

23 CFR 637.207 requires all states to have a Quality Assurance program. NDDOT's materials testing manual is part of NDDOT's approved Quality Assurance program. An aggregate sample should have been taken before any concrete was placed to ensure the quality of the material. A second aggregate test should have been taken at the start of concrete placement and, if the 2 aggregate tests showed passing results, 2 more equally spaced aggregate tests should have been performed on the remainder of the project. No aggregate test of the concrete was taken; therefore, the concrete used in this project is not in compliance with 23 CFR 637.207 and is not eligible for federal funds. Since the concrete is not eligible, the reinforcing steel used in the concrete is also ineligible.

The total project costs:	$418,850.65
Ineligible costs:	-$241,219.75
Eligible costs:	$177,630.90
Federal Aid reimbursed:	$192,000.00
80.93% of eligible cost:	-$143,756.68
Amount to return to FHWA:	$48,243.32

TOTAL INELIGIBLE COST $ 241,219.75

FEDERAL SHARE BILLED $ _____

The above items shall not be claimed until corrective action has been taken and approved by FHWA on a Form FHWA-1367. If the costs have been paid by FHWA, credits are due on the next request for reimbursement.

DISTRIBUTION:
Paul Benning, NDDOT Local Government; Sherry Hermanson, NDDOT Finance; Phil Murdoff, NDDOT Construction Services; Joe Peyerl, NDDOT Fargo District; and Sandy Kramer, FHWA Finance

SIGNATURE	TITLE	DATE
MARK R SCHRADER Digitally signed by MARK R SCHRADER Date: 2019.04.01 14:09:49 -05'00'	Division Bridge Engineer	04/01/2019

FORM FHWA-1367 (Rev. 9-87)

48

COVER SHEET
CITY OF FARGO PROJECTS

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

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

PORTLAND CEMENT CONCRETE PAVEMENT, CURB & GUTTER, STORM SEWER SANITARY SEWER, WATERMAIN, SIDEWALK, STREET LIGHTING, LANDSCAPING, & TRAFFIC SIGNALS

Improvement District No. BR-19-A

Call For Bids	October 7	, 2019
Advertise Dates	October 8, 14 & 21	, 2019
Bid Opening Date	(NDDOT) November 8	, 2019
Substantial Completion Date	October 16	, 2020
Final Completion Date	June 15	, 2021

N/A PWPEC Report (Part of 2019 CIP)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids (to be bid by NDDOT)

N/A Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Scott Olson

Phone No. 241-1545

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT

PORTLAND CEMENT CONCRETE PAVEMENT, CURB & GUTTER, STORM SEWER SANITARY SEWER, WATERMAIN, SIDEWALK, STREET LIGHTING, LANDSCAPING, & TRAFFIC SIGNALS

IMPROVEMENT DISTRICT NO. BR-19-A

Nature and Scope

This project is for the pavement reconstruction of Main Avenue from Broadway to University Drive. It provides for the replacement of the existing water main and sanitary sewer, installation of new storm sewer, traffic signals, street lighting, sidewalk, new pavement including a counter-flow lane for north-bound traffic on University Drive, and landscaping from University Drive to 2nd Street.

This project was approved by the Fargo City Commission under the 2019 Capital Improvements Program (CIP) and the project's federally mandated environmental document was approved by the Fargo City Commission.

Purpose

Main Avenue is an arterial street that services Fargo and is part of the NDDOT Regional Highway System. The existing street section is deteriorated and in need of replacement. The sewer and water main replacement portions of the project will replace deteriorated mains and service piping that will be located under the new street section. The addition of the counter-flow lane at University Drive will allow for an additional access into downtown that by-passes the BNSF railway.

Feasibility

The estimated construction cost is approximately $10,928,715. Funding for the project will consist of Federal Highway Funds from the NDDOT's Regional Highway System, Watermain Replacement Funds, Water Utility Funds, Sewer Utility Funds, Special Assessments, Sales Tax Funds (Local) and Park District Funds. The project's cost breakout is as follows:

Estimated Fargo Share of Construction	**$**	**3,575,380**
Plus 10% Contingency Fees:	$	357,538
Plus 6% Administration Fees:	$	214,523
Plus 3% Legal & Misc. Fees:	$	107,261
Plus 4% Interest Fees:	$	143,015
Plus Special Items		
Outside Consulting Engineering Fees:	$	281,575
City of Fargo Incentive:	$	500,000
DOT Construction Engineering Fees:	$	357,538
Total Estimated City Costs	**$**	**5,536,830**

Estimated DOT Share of Construction		**$ 6,836,689**
DOT Construction Engineering Fees		$ 683,669
Total Estimated DOT Cost:		**$ 7,520,358**
Estimated Park District Share of Construction		**$ 516,646**
DOT Construction Engineering Fees		$ 51,665
Total Estimated Park District Cost:		**$ 568,311**
Total Estimated Project Cost with Fees:		**$ 13,625,498**
Project Funding Summary		
Federal Highway Funds	(49.06%)	$ 6,684,762
State DOT Funds	(6.13%)	$ 835,595
Water Utility Funds	(10.16%)	$ 1,384,513
Wastewater Utility Funds	(7.87%)	$ 1,071,993
Street Sales Tax	(3.67%)	$ 500,000
Park District Funds	(4.17%)	$ 568,311
Special Assessments	(18.94%)	$ 2,580,324
Total Estimated Project Cost		**$ 13,625,498**

Costs will be special assessed according to City policy.

We believe this project to be cost effective.

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 10/2/19
NORTH DAKOTA

Tom Knakmuhs, P.E.
Assistant City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

PORTLAND CEMENT CONCRETE PAVEMENT, CURB & GUTTER, STORM SEWER, SANITARY SEWER, WATER MAIN, SIDEWALK, STREET LIGHTING, LANDSCAPING, TRAFFIC SIGNALS & INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-19-A

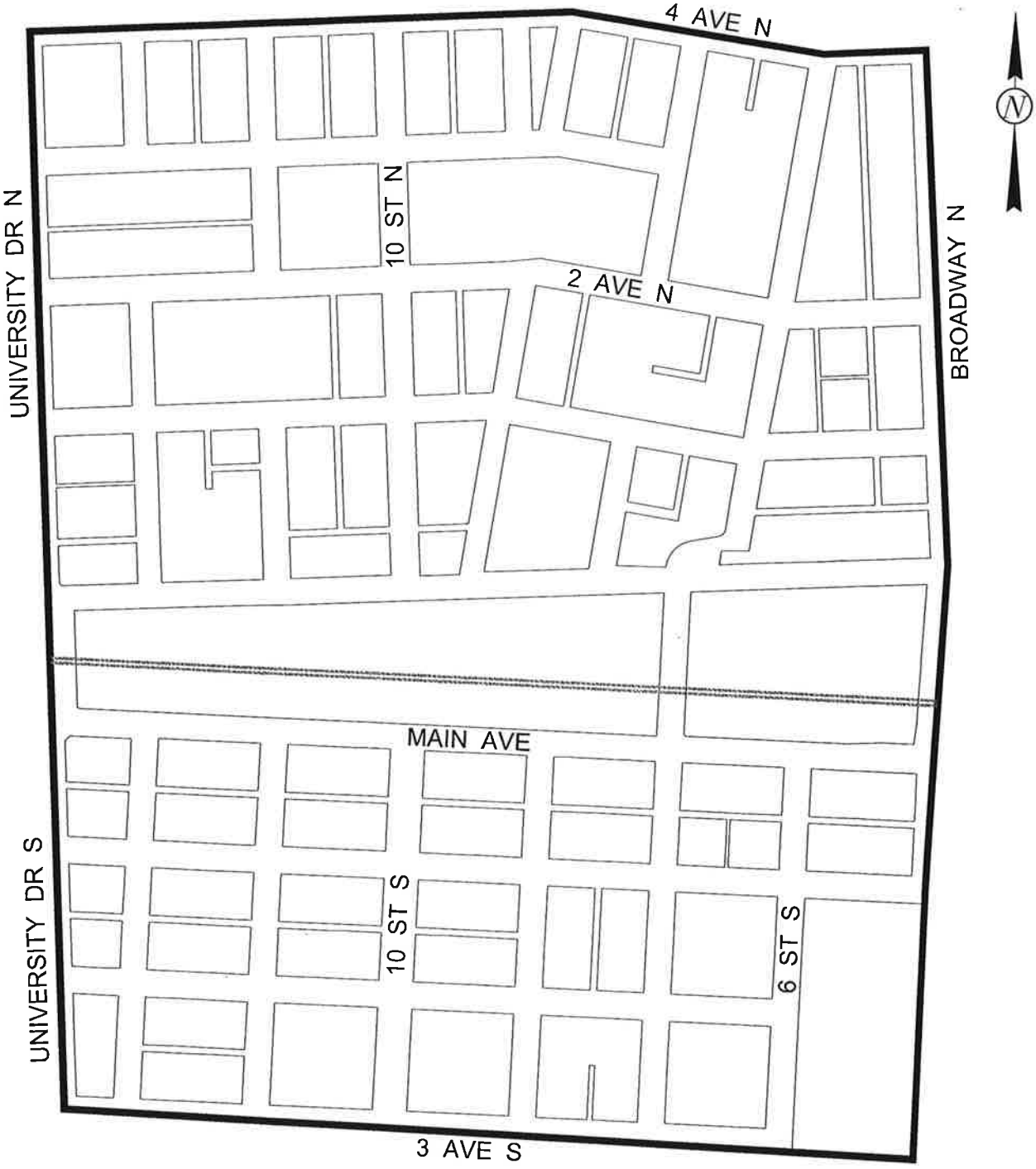
LOCATION:

On Main Avenue from University Drive North to Broadway.

COMPRISING:

An area bound on the north by 4th Avenue North, bound on the west by University Drive North and South, bound on the east by Broadway North and South, bound on the south by 3rd Avenue South, including all of its vacated alley's, unplatted land, Railroad right-of-way and the west 360' of the north 745' of the Park District of the City of Fargo property known as Island Park.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

PORTLAND CEMENT CONCRETE PAVEMENT, CURB & GUTTER, STORM SEWER, SANITARY SEWER, WATERMAIN, SIDEWALK, STREET LIGHTING, LANDSCAPING, TRAFFIC SIGNALS & INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-19-A