

FARGO CITY COMMISSION AGENDA
Monday, September 23, 2019 - 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 9, 2019).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 1st reading of an Ordinance Relating to Lodging Tax.
- 2. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of an Ordinance relating to Waterworks System.
- 3. 2nd reading and final adoption of the following Ordinances; 1st reading on 9/9/19:
 - a. Relating to Restrictions on Sale, Service or Dispensing of Alcoholic Beverages.
 - b. Rezoning Certain Parcels of Land Lying in The Pines at the District Addition.
 - c. Rezoning Certain Parcels of Land Lying in Scilley's Addition.
- 4. Applications for property tax exemptions for improvements made to buildings:
 - a. Paul Teunissen, 2509-2511 18th Street South (3 year).
 - b. Joseph and Jaime Foertsch, 104 Prairiewood Drive South (3 year).
 - c. Mark and Susan Howlett, 1429 10th Street North (5 year).
 - d. Eugene D. and Sandra L. Filley, 33 35th Avenue North (5 year).
 - e. Leslie A. and Barbara A. Herbranson, 1042 14th Street North (5 year).
 - f. Robert J. and Gloria Danielson, 1021 19th Street South (5 year).
 - g. Renee O'Brien, 820 2nd Street North (5 year).
- 5. Applications for Games of Chance:
 - a. 4 Luv of Dog Rescue for a raffle on 11/9/19.
 - b. Davies Eagle Elite for a raffle on 11/16/19.
 - c. Path of North Dakota, Inc. for a raffle on 11/26/19.
 - d. Fargo-Moorhead USBC Association for a calendar raffle from 1/11/20 to 1/26/20.
 - e. Fargo-Moorhead USBC Association for a calendar raffle from 10/5/19 to 2/16/20.
 - f. Homeward Animal Shelter for a raffle on 10/18/19.
 - g. Lewis & Clark Elementary School for a raffle on 10/25/19.
- 6. Access Agreement with Allison Kenninger for property at 901 42nd Avenue North (Project No. FM-19-A).
- 7. Access Agreement with Scott C. and Donna M. Seltveit for property at 906 41st Avenue North (Project No. FM-19-A).

Partial Release of Permanent Easement (Water and Sanitary Sewer) with Kevin J. and Cynthia L. Liedahl for property at 1440 12th Street South.

9. Change Order No. 2 for an increase of \$74,746.50 and a 41-day time extension for Project No. SN-19-A1.
10. Change Order No. 1 for interim time extension and design modifications for Project No. FM-15-J2.
11. Change Order No. 4 for an increase of \$25,339.00 and time extension to 6/15/20 for Project No. SN-18-C2.
12. Receive and file General Fund – Budget to Actual through August 2019 (unaudited).
13. Public Assistance Grant Program Subgrant Agreement for FEMA-4444-DR with the State of ND, Department of Emergency Services.
14. Third Amendment to Parking Management Agreement with Interstate Parking Company of North Dakota, LLC.
15. Amendment No. 4 to Agreement with First Transit.
16. Amendment No. 1 with KLJ in the amount of \$4,210.61 for the GTC Jefferson Ticketing/Storage Counter Project.
17. Change Order No. 10 for an increase of \$260,478.57 for Project No. WA1301 (electrical contract).
18. Payment to KPH in the amount of \$313,494.40 for emergency sanitary sewer repairs.
19. Bills.
20. Payment to KPH, Inc. in the amount of \$56,250.78 for Improvement District No. BN-18-A1.
21. Change Orders for Improvement District No. BR-18-A1:
 - a. No. 5 for an increase of \$8,296.07.
 - b. No. 6 for an increase of \$54,127.00.
22. Task Order No. 2 with Moore Engineering in the amount of \$350,000.00 for Improvement District No. BR-20-B0.

REGULAR AGENDA:

23. Adopt the 2020 City of Fargo budget and proposed tax levies.
24. Public Hearings - 5:15 pm:
 - a. Application filed by La Fiesta Mexican and American Grill LLC d/b/a La Fiesta Mexican and American Grill for a Class "F" Alcoholic Beverage License at 1109 38th Street South.
 - b. Resolution Approving the Issuance of Revenue Bonds by the Colorado Health Facilities Authority for the Benefit of Sanford and the Evangelical Lutheran Good Samaritan Society (Series 2019 (Sanford)).

- c. CONTINUE to 10/7/19 - 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.
 - d. CONTINUE to 10/7/19 - Renaissance Zone Project for 201 Hospitality, LLC for a rehab project located at 201 5th Street North.
 - e. Right-of-Way Vacation of the alley between Lots A, B, C, D, E, F, T and U, the vacated 10 foot alley adjacent to Lots T and U, Hagaman's Subdivision of part of Block 2, Roberts Addition (624 2nd Avenue North and 613, 617 and 621 1st Avenue North); approval recommended by the Planning Commission on 4/2/19; continued from the 7/15/19, 8/12/19, 8/26/19 and 9/9/19 Regular Meetings.
 - f. Right-of-Way Vacation of a portion of 5th Street North between Blocks 21 and 22 Keeney and Devitt's Second Addition and lying North of 4th Avenue North and South of Lot B, Block 1, Great Northern Depot Addition (410 5th Street North); continued from the 8/12/19, 8/26/19 and 9/9/19 Regular Meetings.
 - g. Alley Vacation of the alley in Block 21, Keeney & Devitt's Second Addition (401 Broadway North).
 - h. Appeal of a Planning Commission decision on 8/6/19 to approve a Conditional Use Permit that would allow a bed and breakfast in the SR-3, Single-Dwelling Residential zoning district on Lots 2 and 3, Block F, Chas A. Roberts Addition (611 8th Street South); continued from the 9/9/19 Regular Meeting.
 - i. Amendments to the 2019 Action Plan Community Development Block Grant (CBDG)/HOME Investment Partnerships Programs.
 - j. Application filed by City Flats LLC for a payment in lieu of tax exemption (PILOT) for a project located at 1329 5th Avenue North, which the applicant will use in the operation of an affordable multi-family apartment building.
 - k. Application filed by Computer Telephony Innovations d/b/a Voxtelesys for a property tax exemption for a project located at 509 25th Avenue North, which the applicant will use in the operation of a telecommunications and software development company that manufactures telecommunications switching and billing software.
25. Proposed Ordinances related to e-cigarettes and e-liquids, and restricting the sale of e-liquids to minors.
26. Recommendations for appointments to the following Boards and Commissions:
- a. Housing and Redevelopment Authority.
 - b. MetroCOG Policy Board.
27. Construction Projects Update.

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

①

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

1
2 WHEREAS, the electorate of the city of Fargo has adopted a home rule charter in
3 accordance with Chapter 40-05.1 of the North Dakota Code; and,

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

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

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

11 NOW. THEREFORE,

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

13 Section 1. Amendment.

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

16 3-1301. Definition.--

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

21 2. "Retailer" - shall mean any person, firm or corporation in the business of leasing or
22 renting hotel, motel or ~~tourist court~~ other accommodations for periods of ~~30 or less~~ fewer
23 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:



2

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

September 19, 2019

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

Dear Commissioners:

Please find enclosed for your review and consideration some clean-up ordinance revisions regarding the Water Works System. The rates have been set by Resolution as provided for in Fargo Municipal Code section 16-0301. The rates in the existing ordinances have not been changed since 1952. The only other change relates to the overtime fee for turning water service back on outside of regular business hours, which has similarly been set by Resolution.

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 Section 16-0204, Section 16-0217, and Section 16-0304 of the Fargo Municipal Code Relating to Waterworks System.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Nancy J. Morris
Assistant City Attorney

NJM/alj
Enclosures



OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

ORDINANCE NO. _____

3a

AN ORDINANCE AMENDING SECTION 25-1506 OF ARTICLE 25-15
OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE RELATING
TO RESTRICTIONS ON SALE, SERVICE OR DISPENSING OF
ALCOHOLIC BEVERAGES

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 25-1506 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby amended to read as follows:

* * *

U. Class "N" - A Class "N" license shall authorize the licensee to sell "on-sale" only, subject to the following conditions:

1. A Class "N" licensee need not have a Class "E" license as defined in § 25-1506(G) so long as the provisions of this Class "N" license are followed. A Class "N" licensee must be in compliance with any and all other licenses and restrictions that may be imposed and required by any other governing body.
2. A Class "N" licensee may sell alcoholic beverages at a stadium which has

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

a minimum permanent seating capacity of 1,500.

3. A Class "N" licensee may sell alcoholic beverages within 90 minutes prior to and during the event or activity held in the stadium.

4. Persons under the age of twenty-one (21) years shall be allowed into and throughout the stadium of a Class "N" licensee.

5. ~~Alcoholic beverages may be sold and consumed as follows:~~

a. ~~Concourse Area and Seating Arena. Only beer, wine and sparkling wine may be sold, consumed and distributed in the concourse area and seating arena of the stadium. All such beverages shall be sold in plastic or paper containers, such as bottles or cups.~~

b. ~~Privates Suites and Other Designated, Controlled Areas. Alcoholic beverages may be sold and consumed in private suites and other specifically designated areas. Access to such designated areas must be limited to certain points of entry and departure. Alcoholic beverages other than beer, wine and sparkling wine may not be removed from such designated areas.~~

5. Distilled spirits shall be served in a clear plastic container.

6. No more than two (2) alcoholic beverages may be purchased at any one time by an individual guest.

67. Only employees of the Class "N" licensee who are at least twenty-one (21) years of age may deliver and sell the ~~beer, wine or sparkling wine in the seating arena~~ alcoholic beverages.

78. A Class "N" license shall authorize the licensee to sell on-sale only and no licensee hereunder may conduct any off-sale liquor sales.

89. The Class "N" license shall be governed by all of the provisions of this article applicable to Class "A" licensees.

* * *

Section 2. Effective Date

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. 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.

(SEAL)

Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS
OF LAND LYING IN THE PINES AT THE DISTRICT ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on August 6, 2019; and,

WHEREAS, the rezoning changes were approved by the City Commission on September 9, 2019,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot One (1), Block Twelve (12) of The Pines at the District Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "MR-3", Multi-Dwelling Residential, District to "LC", Limited Commercial, District;

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

(SEAL)

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

30

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS
OF LAND LYING IN SCILLEY'S ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on August 6, 2019; and,

WHEREAS, the rezoning changes were approved by the City Commission on September 9, 2019,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot Eleven (11), Block One (1) of Scilley's Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "SR-2", Single-Dwelling Residential, District to "NO", Neighborhood Office, District;

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

3
4
5
6 (SEAL)

7 Attest:

8
9
10 _____
11 Steven Sprague, City Auditor

Timothy J. Mahoney, M.D., Mayor

First Reading:
Second Reading:
Final Passage:



September 6, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2509-2511 18 St. S as submitted by Paul Teunissen. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2018, 2019, & 2020.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$305 with the City of Fargo's share being \$50.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ben Hushka".

Ben Hushka
City Assessor

hah
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner	Paul Teunissen		Phone No.	701-471-5010
2. Address of Property	2509-2511 18 St S			
City	FARGO	State	ND	Zip Code 58103
3. Legal description of the property for which the exemption is being claimed.	Lot 1, Block 1, O'Graf			
4. Parcel Number	01-2195-00010-000	Residential <input checked="" type="checkbox"/>	Commercial <input type="checkbox"/>	Central Business District <input type="checkbox"/>
5. Mailing Address of Property Owner	5006 Meadow Creek Dr S			
City	Fargo	State	ND	Zip Code 58103

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	RE-FINISH LOWER LEVEL ON 1/2 OF DUPL-EX-RMV/RPLC PANELING W/SR-INST INSU/SR IN ATT GAR	
7. Building Permit No.	171689	8. Year Built 1978
9. Date of Commencement of making the improvement	September 2018	
10. Estimated market value of property before improvement	\$ 245,100	
11. Cost of making the improvement (all labor, material and overhead)	\$ 5,000	
12. Estimated market value of property after improvement	\$ 268,800	

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	
Applicant's Signature	Paul Teunissen Date 8/23/19

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s):	3 YEARS FOR QUALIFYING WORK
Assessor's Signature	Date 9/6/19

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied <input type="checkbox"/> Approved <input type="checkbox"/>
Approval subject to the following conditions:
Chairman of Governing Body _____ Date _____



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September 6, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 104 Prairiewood Dr. S as submitted by Joseph & Jaime Foertsch. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2019, 2020, & 2021.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$1,150 with the City of Fargo's share being \$195.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka".

Ben Hushka
City Assessor

hah
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner	<u>Joseph & Jaime Foertsch</u>		Phone No.	<u>701-261-3789</u>
2. Address of Property	<u>104 Prairiewood Dr S</u>			
City	<u>FARGO</u>	State	<u>ND</u>	Zip Code <u>58103</u>
3. Legal description of the property for which the exemption is being claimed.	<u>Lt 5, Blk 17, Prairiewood</u>			
4. Parcel Number	<u>01-2330-02080-000</u>	Residential <input checked="" type="checkbox"/>	Commercial <input type="checkbox"/>	Central Business District <input type="checkbox"/>
5. Mailing Address of Property Owner	<u>Same</u>			
City		State		Zip Code

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	<u>Remodel, new trim, doors, flooring, staircase kitchen/bath full remodels</u>
7. Building Permit No.	<u>None</u>
8. Year Built	<u>1985</u>
9. Date of Commencement of making the improvement	<u>August 2018</u>
10. Estimated market value of property before improvement	<u>\$ 423,300</u>
11. Cost of making the improvement (all labor, material and overhead)	<u>\$ 50,000</u>
12. Estimated market value of property after improvement	<u>\$ 512,000</u>

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	
Applicant's Signature	Date <u>8/16/19</u>

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s):	<u>3 YEARS FOR QUALIFYING WORK</u>
Assessor's Signature	Date <u>9/6/19</u>

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied <input type="checkbox"/> Approved <input type="checkbox"/>
Approval subject to the following conditions:
Chairman of Governing Body
Date



September 12, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1429 10 St. N as submitted by Mark & Susan Howlett. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2018, 2019, 2020, 2021, & 2022.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$1,110 with the City of Fargo's share being \$190.

Sincerely,

A handwritten signature in black ink that appears to read "Ben Hushka".

Ben Hushka
City Assessor

hah
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1.	Name of Property Owner <u>Mark & Susan Howlett</u>	Phone No. <u>312-968-8566</u>
2.	Address of Property <u>1429 10th St. N.</u>	
	City <u>FARGO</u>	State <u>ND</u> Zip Code <u>58102</u>
3.	Legal description of the property for which the exemption is being claimed. <u>S 25 FT OF W 147 FT OF Lot 38 & N 50 FT OF W 150 FT OF LOT 39, OHMERS ADDN</u>	
4.	Parcel Number <u>01-2220-02100-000</u> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5.	Mailing Address of Property Owner <u>506 Sunrise Blvd</u>	
	City <u>Mapleton</u>	State <u>ND</u> Zip Code <u>58059</u>

Description Of Improvements For Exemption

6.	Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). <u>Remodel lower level. Remove and replace finishes on upper levels</u>	
7.	Building Permit No. <u>171172 & 171735</u>	8. Year Built <u>1906</u>
9.	Date of Commencement of making the improvement <u>Nov. 2017</u>	
10.	Estimated market value of property before improvement	\$ <u>140,000</u>
11.	Cost of making the improvement (all labor, material and overhead)	\$ <u>60,000</u>
12.	Estimated market value of property after improvement	\$ <u>225,700</u>

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	
Applicant's Signature <u>[Signature]</u>	Date <u>9-11-19</u>

Assessor's Determination

14.	The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s): <u>5 YEARS FOR QUALIFYING WORK</u>	
	Assessor's Signature <u>[Signature]</u>	Date <u>9/12/19</u>

Action of Governing Body

15.	Action taken on this application by local governing board of the county or city: Denied <input type="checkbox"/> Approved <input type="checkbox"/>	
	Approval subject to the following conditions: _____	
	Chairman of Governing Body _____ Date _____	



September 6, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 33 35 Ave. N as submitted by Eugene D. & Sandra L. Filley. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2020, 2021, 2022, 2023, & 2024.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$2,205 with the City of Fargo's share being \$375.

Sincerely,

A handwritten signature in dark ink, appearing to read "Ben Hushka".

Ben Hushka
City Assessor

hah
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner	<u>Eugene D & Sandra L Filley</u>	Phone No.	<u>701-261-3858</u>
2. Address of Property	<u>33 35 Ave. NE</u>		
City	<u>FARGO</u>	State	<u>ND</u> Zip Code <u>58102</u>
3. Legal description of the property for which the exemption is being claimed.	<u>Lot 10 Blk 8 Golf Course 2nd</u>		
4. Parcel Number	<u>01-1002-00750-000</u>	Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5. Mailing Address of Property Owner	<u>SAME</u>		
City		State	Zip Code

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	<u>Remodel entry, kitchen and living. Gut and repl elec, ductwork, insulation, and shrock.</u>		
7. Building Permit No.	<u>19044607</u>	8. Year Built	<u>1973</u>
9. Date of Commencement of making the improvement	<u>04/30/2019</u>		
10. Estimated market value of property before improvement	\$ <u>287200</u>		
11. Cost of making the improvement (all labor, material and overhead)	\$ <u>170,000</u>		
12. Estimated market value of property after improvement	\$ _____		

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature <u>[Signature]</u> Date <u>8-29-19</u>

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s): <u>5 YEARS FOR QUALIFYING WORK</u>
Assessor's Signature <u>[Signature]</u> Date <u>9/6/19</u>

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied <input type="checkbox"/> Approved <input type="checkbox"/>
Approval subject to the following conditions: _____
Chairman of Governing Body _____ Date _____



September 6, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1042 14 St. N as submitted by Leslie A. & Barbara A. Herbranson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2020, 2021, 2022, 2023, & 2024.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$355 with the City of Fargo's share being \$60.

Sincerely,

A handwritten signature in cursive script, which appears to read "Ben Hushka".

Ben Hushka
City Assessor

hah
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**

North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner	Leslie & Barbara Herbranson		Phone No.	701-280-0971
2. Address of Property	1042-14th St. N.			
City	FARGO	State	ND	Zip Code 58102
3. Legal description of the property for which the exemption is being claimed.	Lot: 11 Block: 9 Addition: Kirkhams 2nd Additional: KIRKHAMS 2nd LOT 11 BLK 9			
4. Parcel Number	01-1640-00920-000	Residential <input checked="" type="checkbox"/>	Commercial <input type="checkbox"/>	Central Business District <input type="checkbox"/>
5. Mailing Address of Property Owner	1042-14th St. N.			
City	Fargo	State	ND	Zip Code 58102

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	Steel siding and insulation installed to outside of our home.	
7. Building Permit No.	1908-0270	8. Year Built 1957
9. Date of Commencement of making the improvement	August 9, 2019	
10. Estimated market value of property before improvement	\$	182,800
11. Cost of making the improvement (all labor, material and overhead)	\$	27,194.00
12. Estimated market value of property after improvement	\$	Unknown

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature <u>Leslie H. Herbranson</u> <u>Barbara C. Herbranson</u> Date <u>8-27-2019</u>

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s):	5 YEARS FOR QUALIFYING WORK
Assessor's Signature <u>Don Dunder</u> Date <u>9/6/19</u>	

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied <input type="checkbox"/> Approved <input type="checkbox"/>
Approval subject to the following conditions:
Chairman of Governing Body _____ Date _____



September 6, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1021 19 St. S as submitted by Robert J. & Gloria Danielson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2020, 2021, 2022, 2023, & 2024.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$240 with the City of Fargo's share being \$40.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka".

Ben Hushka
City Assessor

hah
attachment

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner	Robert & Gloria Danielson		Phone No.	701-261-9217
2. Address of Property	1021 19th St. S.			
City	FARGO	State	ND	Zip Code 50103-2931
3. Legal description of the property for which the exemption is being claimed.	Lot 12 Block7 Hilleboe Terrace N 50' Lot 12 & 13			
4. Parcel Number	01-1270-01600-000	Residential <input checked="" type="checkbox"/>	Commercial <input type="checkbox"/>	Central Business District <input type="checkbox"/>
5. Mailing Address of Property Owner	1021 19th St. S.			
City	Fargo	State	ND	Zip Code 58103-2931

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	attached sheets	
7. Building Permit No.	1908-0117	8. Year Built 1953
9. Date of Commencement of making the improvement	6/14/2019	
10. Estimated market value of property before improvement	\$ 129,300	
11. Cost of making the improvement (all labor, material and overhead)	\$ 17,000+1,150+385 = 18,535	
12. Estimated market value of property after improvement	\$ 147,835	

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature <u>[Signature]</u> Date 8/21/2019

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s):
Assessor's Signature <u>[Signature]</u> Date 9/6/19

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied <input type="checkbox"/> Approved <input type="checkbox"/>
Approval subject to the following conditions:
Chairman of Governing Body _____ Date _____

HANLON CONSTRUCTION

355 Edgewater Drive, West Fargo, ND 58078
 Over 28 Years Experience with 15 Years in Private Business
 Work: 701-277-1171 Cell: 218-790-4121

Date: 6-14-19Invoice No.: 6314Customer Name: Bob Gloria Danielson Fax _____

Contact Person: _____ Phone _____ Cell Ph _____

Customer Address: 1021 19th St. So.

Property Name: _____

Property Address: City of Fargo Perm. # 1908-0117**STATEMENT and INVOICE****Description of Services & Materials Provided****Amount**

Seamless steel House	8475
" " Garage	6360 4561
Solex/Fascia House	1160
" " Garage	1050
Gutters / Down House	420
" " Garage	390
Overhead door Wraps	360
Total	16355
Window & Trim	2180
	18,535
No House wrap used	-1150
Total	17,385
Paid ch# 1111	-17000

Balance 385
 Total Due: _____

Foundation Cover 1150⁰⁰
 Pd in full by _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT



September 6, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners :

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 820 2 St. N as submitted by Renee O'Brien. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2018, 2019, 2020, 2021, & 2022.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$910 with the City of Fargo's share being \$55.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner	Renee O'Brien	Phone No.	701-781-4075
2. Address of Property	820 2 St N		
City	FARGO	State	ND Zip Code
3. Legal description of the property for which the exemption is being claimed.	Lot 21, Block 2 Truesdells		
4. Parcel Number	01-3260-00220-000	Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5. Mailing Address of Property Owner	Box 12		
City	Fargo	State	ND Zip Code 58107-0012

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	Remodel Dwelling and construct addition		
7. Building Permit No.	151364 & 151211	8. Year Built	1902
9. Date of Commencement of making the improvement	July, 2017		
10. Estimated market value of property before improvement	\$ 95,300		
11. Cost of making the improvement (all labor, material and overhead)	\$ 70,000		
12. Estimated market value of property after improvement	\$		

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature <u>Renee O'Brien</u> Date <u>9-5-19</u>

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s):	5 YEARS FOR QUALIFYING WORK	
Assessor's Signature <u>[Signature]</u> Date <u>9/5/19</u>		

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied <input type="checkbox"/> Approved <input type="checkbox"/>
Approval subject to the following conditions:
Chairman of Governing Body _____ Date _____

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✓ 1935
25.00
9/10/19

* ☐ Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to 4 Luv Of Dog Rescue		Date(s) of Activity 11/9/2019 to 11/9/2019		For a raffle, provide drawing date(s): 11/09/2019	
Person Responsible for the Gaming Operation and Disbursement of Net Income Jill Nona		Title Coordinator		Business Phone Number (701) 261-7272	
Business Address Po Box 9283		City Fargo		State ND	Zip Code 58103-9283
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Holiday Inn Fargo		Site Address 3803 13th Ave S			
City Fargo		State ND	Zip Code 58103-3301	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

[illegible][illegible]

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

Intended uses of gaming proceeds: Proceeds directly benefit 4 Luv of Dog Rescue - non-profit animal shelter

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 <i>Ken Mas...</i>	Date 8-24-14	Title President	Business Phone Number (701) 367-8217
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(56)

CC
25.00
9/12/19
(it per year)

* ☐ Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to Davies Eagle Elite		Date(s) of Activity 11/16/19 to 11/16/19		For a raffle, provide drawing date(s): 50/50 Raffle on 11/16/19	
Person Responsible for the Gaming Operation and Disbursement of Net Income Elizabeth Waller		Title N/A		Business Phone Number 701-491-1852	
Business Address 7150 25th St. 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 Fargo Davies High School		Site Address 7150 25 St. 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. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

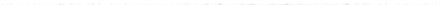
[illegible]

Game Type	Description of Prize	Retail Value of Prize
Total:		\$ 500

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: \$ 10,000. This amount is part of the total prize limit of \$40,000 per year.

Signature of Organization or Group's Top Official 	Date 9.13.19	Title Chair	Business Phone Number 701.361.5409
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APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
OFFICE OF ATTORNEY GENERAL
 SFN 8338 (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 Path Of North Dakota, Inc.		Date(s) of Activity to		For a raffle, provide drawing date(s): 11/28/2019	
Person Responsible for the Gaming Operation and Disbursement of Net Income Audra Hagen Grunhoyd		Title Cust Support		Business Phone Number (701) 526-9848	
Business Address 1202 Westrac Dr		City Fargo		State ND	Zip Code 58103-2338
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted RDO Equipment Co.		Site Address 700 7th St S			
City Fargo		State ND	Zip Code 58103-2704	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Game Type	Description of Prize	Retail Value of Prize			
Raffle	Samsung - 65" Class - LED - Q60 Series - 2160p - Smart - 4K UHD TV with HDR	\$1,400			
Raffle	DJ Mavic 2 Pro Quadcopter Drone	\$1,499			
Raffle	2 Round Trip Airline Tickets (continental United States)	\$1,000			
Raffle	Photography Portrait Session	\$325			
Raffle	Kids Gator	\$419			
Raffle	Stihl Leaf Blower	\$190			
Raffle	Scheels Gift Card	\$250			
Raffle	Original Glass Artwork (set of 2 12x12 panels)	\$300			
Raffle	Relaxation Package (2 Basic Home Cleanings & 1 hour massage)	\$180			
Raffle	UND Hockey Package (2 tickets for January 3rd & 4th games against Alabama Huntsville + gift cards to Parrot's Cay and Mike's Pizza & Pub restaurants)	\$150			
	Total:	\$5,713			
Total:					\$

(Limit \$40,000 per year)

Intended uses of gaming proceeds: To support the Independent Living program at Path of North Dakota, Inc.

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 1-800-328-0240.

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 <i>Audra Hagen Grunhoyd</i>	Date 9-17-19	Title Executive Director	Business Phone Number (701) 551-6341
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SFN 9338 (08/2019)

* ☐ Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to Fargo-moorhead Usbc Association	Date(s) of Activity 1/11/2020 to 1/26/2020	For a raffle, provide drawing date(s): See Attached Letter	
Person Responsible for the Gaming Operation and Disbursement of Net Income Nadine Swee	Title Assn. Manager	Business Phone Number (701) 361-7983	
Business Address 5595 Justice Dr S	City Fargo	State ND	Zip Code 58104-9010
Mailing Address (if different) Po Box 6405	City Fargo	State ND	Zip Code 58109-6405
Name of Site Where Game(s) will be Conducted The Bowler	Site Address 2630 S University Dr		
City Fargo	State ND	Zip Code 58103-6026	County Cass
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.			
<input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input checked="" type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	Cash Prizes	\$2,000.00

Game Type	Description of Prize	Retail Value of Prize
Total:		(Limit \$40,000 per year) \$ 2,000.00

Intended uses of gaming proceeds: The October Tournament will be donated to Bowlers for Veterans Link. The February Tournament will be donated to the FM Youth Bowling Scholarships.

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 9/17/2019	Title Association Manager	Business Phone Number (701) 361-7983
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SFN 9338 (08/2019)

* ☐ Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to Fargo-moorhead Usbc Association		Date(s) of Activity 10/5/2019 to 2/16/2020		For a raffle, provide drawing date(s): See Attached Letter	
Person Responsible for the Gaming Operation and Disbursement of Net Income Nadine Sweet		Title Assn. Manager		Business Phone Number (701) 361-7983	
Business Address 5595 Justice Dr S		City Fargo		State ND	Zip Code 58104-9010
Mailing Address (if different) Po Box 6405		City Fargo		State ND	Zip Code 58109-6405
Name of Site Where Game(s) will be Conducted West Acres Bowl		Site Address 3402 Interstate Blvd S			
City Fargo		State ND	Zip Code 58103-2214	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.					
<input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input checked="" type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	Cash Prizes	\$2,000.00

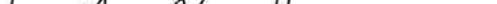
Game Type	Description of Prize	Retail Value of Prize
Total:		(Limit \$40,000 per year) \$ 2,000.00

Intended uses of gaming proceeds: The October Tournament will be donated to Bowlers for Veterans Link. The February Tournament will be donated to the FM Youth Bowling Scholarships.

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 9/17/2019	Title Association Manager	Business Phone Number (701) 361-7983
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SFN 9338 (08/2016)

* ☐ Charity Local Permit (one event per year)

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

[illegible]

Intended uses of gaming proceeds:

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

Signature of Organization's Top Executive Official <i>Kirk H. Hendrick</i>	Date 9/18/19	Title Executive Director	Business Phone Number 701-364-9013
---	-----------------	-----------------------------	---------------------------------------

59

CC
25.00
MIT 9/19/19

☐ 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	Art/Craft Basket	\$200.00
Raffle	Baking Baskets	\$200.00
Raffle	Books Baskets	\$200.00
Raffle	Game Baskets	\$200.00
Raffle	Toy Baskets	\$200.00
Raffle	Coffee Baskets	\$200.00
Raffle	Sports Baskets	\$200.00
Raffle	Spa Theme Basket	\$200.00

Game Type	Description of Prize	Retail Value of Prize
Total:		(Limit \$40,000 per year) \$ 1,600.00

Intended uses of gaming proceeds: PTA General Fund to support school and extra curricular activities for the students and parents at Lewis & Clark Elementary School.

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 <i>Kathy A. Gunt</i>	Date 9/18/2019	Title L&c Pta President	Business Phone Number (701) 238-4234
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September 6, 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-A

Dear Commissioners:

Accompanying for City Commission review and approval is an Access Agreement with the Allison Kenninger in association with Flood Mitigation Project #FM-19-A.

901 42nd Ave N – Allison Kenninger

RECOMMENDED MOTION:

Approve Access Agreement with Allison Kenninger.

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 4 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:

901 42nd Ave N
Fargo, ND 58102

OWNER(s):

Allison Kenninger

THE CITY OF FARGO, NORTH DAKOTA
a municipal corporation

Timothy J. Mahoney, M.D., Mayor

7

September 5, 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-A

Dear Commissioners:

Accompanying for City Commission review and approval is an Access Agreement with the Scott C. & Donna M. Seltveit in association with Flood Mitigation Project #FM-19-A.

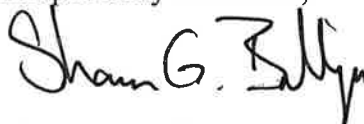
906 41st Ave N – Scott C. & Donna M. Seltveit

RECOMMENDED MOTION:

Approve Access Agreement with Scott C. & Donna M. Seltveit.

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 3 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:

906 41st Ave. North
906 41st Ave N.

OWNER(s):

THE CITY OF FARGO, NORTH DAKOTA
a municipal corporation

Timothy J. Mahoney, M.D., Mayor

8

September 19, 2019

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

Re: Partial Release of Permanent Easement – Liedahl

Dear Commissioners:

Enclosed please find a Partial Release of Permanent Easement document regarding a portion of Lot 9, Block 3, Buland's Subdivision. The landowner has requested to build a garage/addition over a portion of the existing water & sewer easement. The underlying water line on this property has been abandoned and engineering is recommending the partial release of easement be approved for the northerly 5 feet of the existing easement.

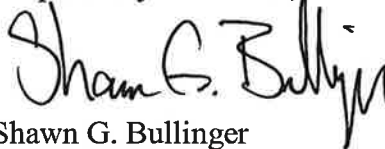
1440 12th Street S – Kevin J & Cynthia L Liedahl

RECOMMENDED MOTION:

Approve and authorize the execution of the Partial Release of Permanent Easement.

Please return the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy J. Morris
Brenda Derrig

Partial Release of Permanent Easement
(Water and Sanitary Sewer)
Recorded Document #287868

Pursuant to plat for the Buland's Subdivision, recorded as Document #287868, Owners Kevin and Cynthia Liedahl, whether one or more, and their predecessors in interest (hereinafter "Owner" or "Grantor"), granted to the City of Fargo, North Dakota, a municipal corporation ("Grantee") a permanent and perpetual easement for the purpose of constructing, operating, maintaining and repairing a water service, together with the customary appurtenances, and a sanitary sewer service, as noted in the Declarations, pertaining to the South 10' of Lots 9 and 19 in Block 3, Buland's Subdivision to the City of Fargo, County of Cass, State of North Dakota..

The parties hereto agree that a provision of the existing grant may be released, specifically that part of the easement that prohibits or prevents the Grantor from placing structures in the easement area, described as follows:

The north five feet (N 5') of the South ten feet (S 10') of Lot Nine (9), Block Three (3), Buland's Subdivision to the City of Fargo, County of Cass, State of North Dakota.

Said tract contains .013 acres, more or less.

Owner understands and agrees that this release is Grantor's permission to construct a garage in the easement area, subject to Grantee's approval as to location within the easement and that such garage be placed in such a manner as to not interfere with the purpose of the grant.

Grantor understands and agrees further that Grantor is responsible for the installation and maintenance of the garage, and waives any and all claims for damages thereto in the event any part of the garage is damaged by Grantee in the exercise of the easement grant.

Grantor further understands and agrees that the water line has been abandoned, Nevertheless, Grantor shall be responsible for the capping of the line, and protection of the surrounding properties should the construction of the garage come into contact with the abandoned water line. Grantor shall be responsible for all costs associated with the abandoned water line. Owner agrees to waive for itself and its successors and assigns all claims for damages for any reason which may result from the construction of the structure in the easement area.

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 18 day of Sept., 2019.

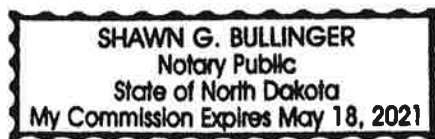
Kevin and Cynthia Liedahl, Owners

Kevin Liedahl
Kevin Liedahl

Cynthia Liedahl
Cynthia Liedahl

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

On this 18TH day of SEPT., 2019, before me, a notary public in and for said county and state, personally appeared KEVIN LIEDAHL and CYNTHIA LIEDAHL, known to me to be the persons described in and who have executed the within and foregoing instrument, and acknowledged to me that they executed the same.



(SEAL)

Shawn G. Bullinger
Notary Public
Cass County, North Dakota

IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed this ____ day of _____, 2019.

CITY OF FARGO

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

ATTEST

Steven Sprague

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**, known to me to be the Mayor and Auditor, respectively, of the City of Fargo, described in and who have executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)

Notary Public
Cass County, North Dakota

(9)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SN-19-A1

Type: Change Order #2 & Time Extension

Location: Citywide

Date of Hearing: 9/16/2019

Routing

City Commission

Date

9/23/2019

PWPEC File

X

Project File

Brandon Beaudry

The Committee reviewed the accompanying correspondence from Project Manager, Brandon Beaudry, regarding Change Order #2 & time extension requested by Key Contracting. This Change Order & time extension is for extra work due to complaints received from the public about poor sidewalk conditions and trip hazards during 2019 at various locations throughout the City.

Staff is recommending approval of Change Order #2, in the amount of \$74,746.50, and a 41-day time extension adjusting the Substantial Completion Date to October 31, 2019 and the Final Completion Date to November 15, 2019.

On a motion by Bruce Grubb, seconded by Steve Dirksen, the Committee voted to recommend approval of Change Order #2 & time extension to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of \$74,746.50, bringing the total contract amount to \$511,766.50, and the time extension 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

50% escrow deposit required

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Steve Dirksen, Fire Chief

☒☒☐

Bruce Grubb, City Administrator

☒☒☐

Ben Dow, Director of Operations

☐☐☐

Steve Sprague, City Auditor

☐☐☐

Brenda Derrig, City Engineer

☒☒☐

Kent Costin, Finance Director

☐☐☐

ATTEST:



Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Brandon Beaudry, Project Inspector
Date: September 10, 2019
Re: Project No. SN-19-A1 – Change Order #2 & Time Extension
New Construction of City Sidewalks & Incidentals

Background:

Project #SN-19-A1 is for the New Construction of City Order Sidewalks & Incidentals. Change Order #2 & time extension is for extra work due to complaints received from the public about poor conditions of sidewalks and trip hazards during 2019, at various locations throughout the City of Fargo.

The attached Change Order #2 is in the amount of \$74,746.50, which increases the total contract amount to \$511,766.50. A description of the additional work can be seen on the attached Change Order.

Key Contracting is also requesting a time extension for the Substantial and Final Completion Dates as shown in the table below.

This Project is funded by Sales Tax and Special Assessments.

Recommended Motion:

Approve Change Order # 2 in the amount of \$74,746.50, for the additional work, and a 41-day time extension to the Substantial and Final Completion Dates.

Original Completion Dates	Revised Previously	Revised This Memo
Substantial – September 06, 2019 Final – September 27, 2019	- -	Substantial – October 31, 2019 Final – November 15, 2019

BGB/klb
Attachment

C: Brenda Derrig



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

Project No	SN-19-A1	Change Order No	2
Project Name	New Construction of City Order Sidewalks		
Date Entered	7/9/2019	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: Various sidewalk complaints along arterial roads.

Various repairs along arterial roads from complaints in the 2019 construction season, requiring extra traffic control and extra quantity for repairs. Locations include: South University Drive (North of 52nd Ave S.), Main Ave at I-29 on ramp and 28th St S, 45th and 17th Ave S.

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										
3		Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	40.00	0.00	40.00	40.00	80.00	90.00	3,600.00
25		Boulevard Grading	SY	0.00	0.00	0.00	100.00	100.00	45.00	4,500.00
Section 1 Property Owner Cost Sub Total (\$)										
Section 2 City										
7		Rem & Repl Curb & Gutter	LF	100.00	0.00	100.00	100.00	200.00	55.00	8,100.00
8		Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	371.00	0.00	371.00	500.00	871.00	72.00	5,500.00
9		Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	132.00	0.00	132.00	118.00	250.00	79.00	36,000.00
15		GV Box to Grade - w/Conc	EA	2.00	0.00	2.00	10.00	12.00	200.00	9,322.00
20		Topsoil - Import	CY	20.00	0.00	20.00	80.00	100.00	28.00	2,000.00
23		F&I Casting - Std Manhole	EA	0.00	0.00	0.00	1.00	1.00	500.00	2,240.00
26		F&I Edge Drain 4" Dia PVC	LF	0.00	0.00	0.00	45.00	45.00	100.00	500.00
27		Traffic Control - Type 1	LS	0.00	0.00	0.00	1.00	1.00	6,584.50	4,500.00
Section 2 City Cost Sub Total (\$)									6,584.50	66,846.50

Summary

Source Of Funding

Sales Tax Funds - Infrastructure - 420, Special Assessments

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

74,746.50
69,970.00



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Original Contract Amount (\$)

Total Contract Amount (\$)

367,050.00

511,766.50

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

CONTRACT TIME

Current Substantial
Completion Date

09/20/2019

Current Final Completion
Date

09/27/2019

Additional Days Substantial
Completion

33.00

Additional Days Final
Completion

49.00

New Substantial
Completion Date

10/31/2019

New Final Completion
Date

11/15/2019

Description

APPROVED

For Contractor
*Key Contracting Inc.*Title
Cheryl Boussemagne

Office Mgr

9-13-19

APPROVED DATE

Department Head

Mayor

9/18/19

Attest

(10)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-15-J2

Type: Change Order #1

Location: Belmont Area

Date of Hearing: 9/16/2019

RoutingDate

City Commission

9/23/2019

PWPEC File

X

Project File

Jody Bertrand

The Committee reviewed the accompanying correspondence from Division Engineer, Jody Bertrand, regarding Change Order #1 for construction phasing modifications affecting the Interim Completion Date as well as design and construction modifications requested by Industrial Builders.

Staff is recommending approval of Change Order #1 for interim time extension and design modifications.

On a motion by Bruce Grubb, seconded by Steve Dirksen, the Committee voted to recommend approval of Change Order #1.

RECOMMENDED MOTION

No Commission action.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax

Yes	No
N/A	
N/A	
N/A	

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
			<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Bruce Grubb, City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Brenda Derrig, City Engineer

Kent Costin, Finance Director

ATTEST:



Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Jody Bertrand, PE, CFM
Date: September 16, 2019
Re: Project No. FM-15-J2 - Change Order #1
Belmont Area Flood Risk Management Project Phase 2

Background:

Project No. FM-15-J2 was awarded on July 1, 2019, by the City Commission, to Industrial Builders. Construction began in August 2019. This is a two-year project due to the construction activities required and the later bidding of the project going into the month of June. The project completion date is September 30, 2020. The project construction includes clay levee removal and reconstruction, as well as, the building of a floodwall on the south side of the neighborhood adjacent to Lindenwood Drive for the Belmont neighborhood.

Due to the multiple rainfall events in the last couple of months, IBI has requested to substitute the contract requirements for the reconstruction of the existing clay levee in 2019 with the completion of the floodwall portion of the project, with a time extension to allow for completion of the floodwall in 2019. The clay levee portion of the project will be reconstructed during the summer of 2020. The interim time extension for the floodwall substitution would be extended from November 15, 2019 to December 20, 2019.

IBI has also requested three minor design changes for the structural completion of the floodwall. HDR structural staff have approved each of the design changes. The specific design changes are outlined in the attached HDR memo and subsequent attachments. No time extension or monetary changes to the Contract are needed for these modifications.

IBI proposed modifying the concrete supplied for the floodwall from self-consolidating to standard structural concrete with a plasticizer additive. The cost savings was only around 6% of the bid item and the change in material is not recommended.

Recommended Motion:

Approve the requested Change Order #1 for the substitution of floodwall construction for levee construction in 2019 and approval of the design and construction modifications evaluated by HDR Engineering.

Original Completion Dates	Revised Change Order #1
Interim – November 15, 2019 (Levee) Final – September 30, 2020	Interim– December 20, 2019 (Floodwall) Final – September 30, 2020

JRB/klb
Attachments

C: Brenda Derrig, City Engineer



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	FM-15-J2	Change Order No	1
Project Name	Belmont Flood Risk Management Project Phase 2		
Date Entered	9/10/2019	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: Construction phasing changes and design requests pertaining to the floodwall construction

Construction phasing modifications will allow replacement of the levee construction in 2019 and substitute with floodwall construction. The interim completion date for the 2019 work will be extended from November 15, 2019 to December 20, 2019 for the replaced work of the floodwall construction with the exception of wall caps and staining to be completed in 2020.

Design changes requested for separate concrete pours of the columns and wall sections, removal of the 2" floodwall section of floodwall section with the columns, and the addition of a water stop between the toe wall and the floodwall footing.

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 # 1 (\$)										0.00
Previous Change Orders (\$)										2,306,969.18
Original Contract Amount (\$)										2,306,969.18
Total Contract Amount (\$)										2,306,969.18

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		166.00	0.00	09/01/2020	



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Description

Interim Completion Dates:

- | | 4 days |
|---|-------------------|
| 1. Earthen Levee Station 16+75 to Station 18+00 | February 1, 2020 |
| 2. Sluice Gate Installation | August 31, 2020 |
| 3. Earthen Levee & Retaining Wall | |
| (Project Substantial Completion Date) | |
| 4. Floodwall | December 20, 2019 |
| (phasing substitution) | |

Substantial Completion August 31, 2020
Final Completion September 30, 2020

APPROVED

For Contractor

Title Vice President Engineering

APPROVED DATE

Department Head

Mayor

Attest

9/18/19



September 10, 2019

Dear Mr. Bertrand,

Industrial Builders (IBI) has requested adjusting the structural design and the project phasing for City project FM-15-J2. The changes are as follows:

1. Add a contraction joint in order to pour the wall columns separate. This request will result in installation of additional rebar and waterstop at the columns to facilitate this request. This request will simplify the installation and removal of the formliners. Upon review, the structural engineers accept these design adjustments. This change will not affect the contract costs
2. Remove 2" of floodwall that is to be poured with the column. By removing this 2" from the integral pour, this request will improve the constructability of the columns. Upon review, the structural engineers accept these design adjustments. This change will not affect the contract costs.
3. Substitute the self-consolidating concrete that is specified with a 4500 psi structural concrete mix. Self-consolidating concrete has been used on City floodwall projects in residential neighborhoods where the decorative formliner is to be used. Self-consolidating concrete provides a cleaner, more aesthetically pleasing finish, however it is more difficult to produce as well as to place in the field. As a result, if approved, IBI is proposing to deduct \$116.00/CY or 6% from the bid unit price of the self-consolidating concrete. This contract change would result in a deduction of \$28,188.
4. Add a construction joint with waterstop between the toe wall and the floodwall footing. This addition will simplify the construction of the footing. Upon review the structural engineers accept this revision. This change will not affect the contract costs.
5. Change the construction phasing of the project due to the unknowns in the area north of the gatewell structure. This request is in response to the suspension of the earthen levee work north of the gatewell structure due to ongoing discussions on buyout property in the area. Due to the continuing negotiations, as well as the wet start to the fall, IBI is requesting that the interim completion dates and project phases be adjusted as follows:
 - a. The Interim completion date of November 15, 2019 will be changed to:
 - i. Temporary hard surfacing and opening of 3rd Street to connect to Lindenwood during winter suspension.
 - b. An interim completion date of December 20, 2019 will be added as follows:

- i. The construction of the floodwall, including backfilling from Station 10+50 to 14+00, will be completed. The staining, wall caps and finished grading are not included in the interim completion date.

This request will allow the contractor to continue with construction of the project while the items outside of the control of the contractor are resolved. The risk of this change is that the contractor may not complete the temporary hard surface to connect 3rd Street to Lindenwood Drive prior to winter suspension or the floodwall does not get completed prior to spring flooding events. This change will not affect the contract costs.

Sincerely,
HDR Engineering

A handwritten signature in black ink, appearing to read "B. King", written over a horizontal line.

Brian King, PE
Project Manager

Industrial Builders, Inc.

PAUL W. DIEDERICH, PRESIDENT
DONN O. DIEDERICH, EXECUTIVE VICE PRESIDENT



General Contractors

PHONE 701/282-4977 FAX 701/281-1409
P.O. BOX 406 FARGO, NORTH DAKOTA 58107-0406

August 13, 2019

HDR Engineering, Inc.
51 N Broadway, Suite 500
Fargo, ND 58102

Attn: Brian King

RE: FM-15-K1 – Belmont Flood Protection – Phase 2
RFI - Floodwall Construction

Dear Mr. King,

Industrial Builders, Inc. is requesting permission to implement the following design changes to the floodwall construction on the referenced project. These changes will improve constructability, enhance the look, and save money.

The first proposal is to add a contraction joint at all the columns to allow us to pour the columns separate from the walls. Pouring the columns separate helps with the stripping of the formliner and makes it easier to matchup the formliner joints. A type Y waterstop would be added at the additional construction joints. #6 x 10'6" splice bars would be used for the horizontal reinforcing at columns without expansion joints, and #6 x 6'6" splice bars would be used at columns with expansion joints.

The second proposal is to eliminate the 2" of floodwall that is shown to be poured with the column. In order to get the formliner to match up between the floodwall and the 2" of wall on the column, someone has to crawl into the form and try to piece in formliner. In this case, there isn't enough room in these walls to make that work. It appears the only reason to pour 2" of wall with the columns is to make room for the type Y waterstop. Our proposal is to use 4 each stirrup bars to replace each of the hoop bars in the columns. A layout of the proposed reinforcing is attached.

The final proposal is to eliminate the self-consolidating requirement for the concrete in the floodwall. We propose the use of 4500 psi structural mix with superplastizer to give about a 7" slump. If this proposal is accepted, you may deduct \$116.00/CY from our bid price for F&I Floodwall – Self Consolidating Concrete.

Let me know if you have any questions.

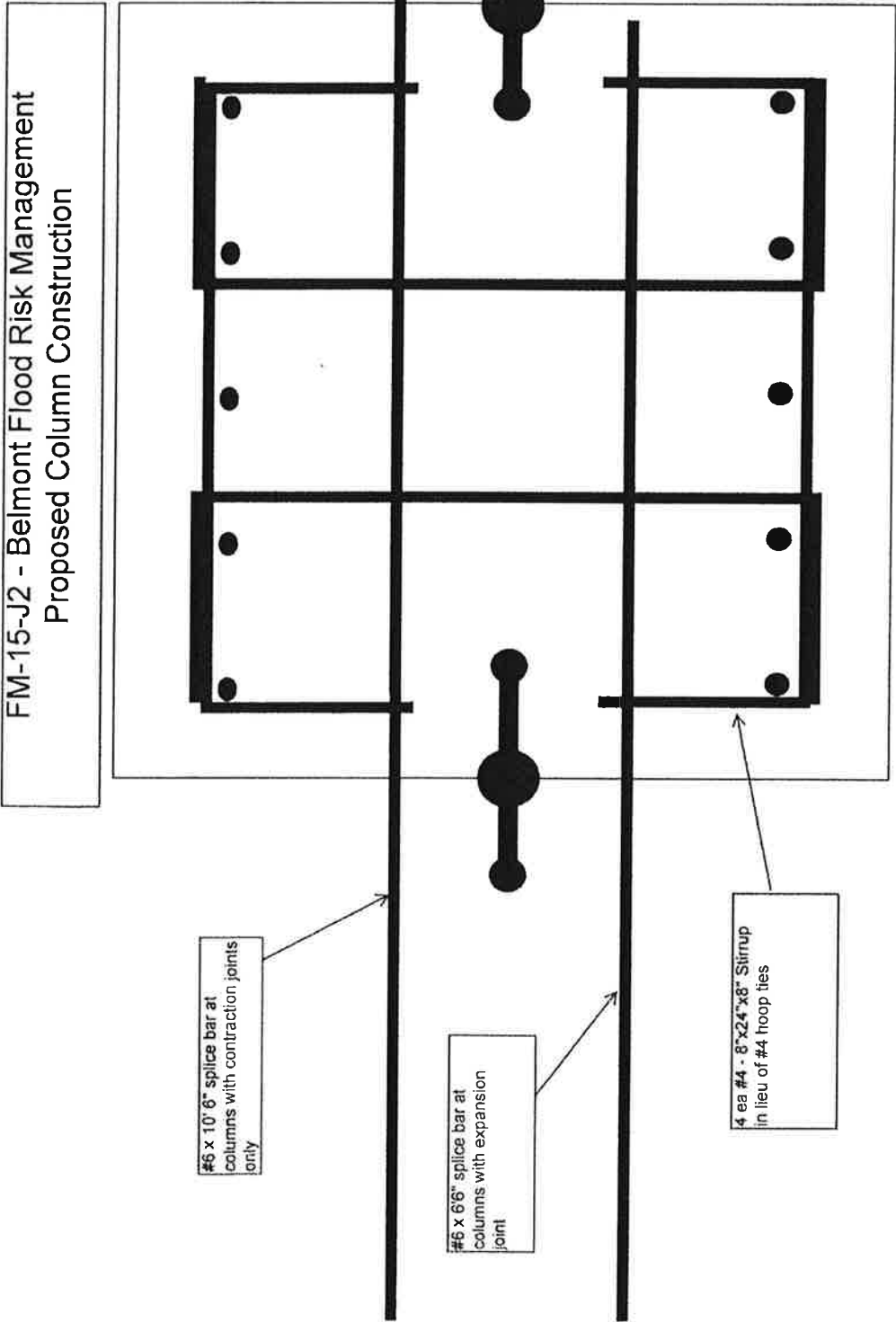
Regards,
INDUSTRIAL BUILDERS, INC.

A handwritten signature in black ink, appearing to read 'Troy Erickson', with a long horizontal flourish extending to the right.

Troy Erickson
Vice President of Engineering

Encl.

Cc: IBI Job 19124
Mike Ramberg



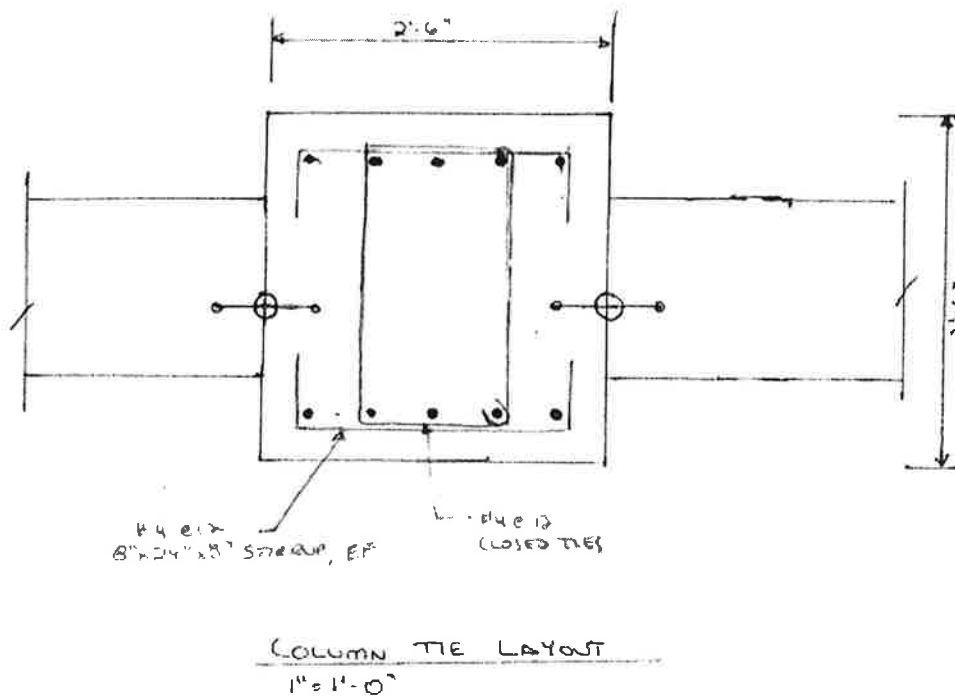
From: Repaskey, Kyle
Sent: Tuesday, August 13, 2019 3:21 PM
To: King, Brian; Magnussen, Svein
Cc: Cerna, Jhon
Subject: RE: FM-15-J2 - Floodwall Proposal

Brian,

I have looked through their proposal and have the following comments:

#1: Acceptable

#2: Acceptable to eliminate 2" of floodwall but provide the following tie configuration.



Kyle Repaskey, SE
Structural Engineer

HDR

Industrial Builders, Inc.

PAUL W. DIEDERICH, PRESIDENT
DONN O. DIEDERICH, EXECUTIVE VICE PRESIDENT

HDR Engineering, Inc.
51 N Broadway, Suite 500
Fargo, ND 58102

Attn: Brian King

RE: FM-15-K1 – Belmont Flood Protection – Phase 2
RFI – Construction Sequence

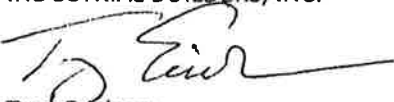
Dear Mr. King,

As a follow-up to our conversation at the August 27 coordination meeting, Industrial Builders, Inc. is requesting permission to delay the reconstruction of the earthen levee until spring of 2020. As you are aware, all the contract work North of the gate well has been put on hold. Delaying levee construction until spring allows the City time to redesign our contract work North of the gate well. Additionally, with the current wet weather cycle and limited number of drying days remaining this fall, waiting until spring will eliminate the risk of not being able to complete the levee prior to freeze up.

It's our intent to concentrate our efforts on the construction of the floodwall. We will start construction of the floodwall at the West end. It is our intent to complete the wall prior to spring, but we would only pour footings as the walls progress so we will be able to fill between the new wall and existing levee to provide flood protection if needed. When the floodwall backfill progresses far enough East, we can provide public access from Lindenwood Dr. to 3rd St S.

Let me know if you have any questions.

Regards,
INDUSTRIAL BUILDERS, INC.


Troy Erickson
Vice President of Engineering

Cc: IBI Job 19124
Mike Ramberg



General Contractors

PHONE 701/282-4977 FAX 701/281-1409
P.O. BOX 406 FARGO, NORTH DAKOTA 58107-0406

September 6, 2019

Industrial Builders, Inc.

PAUL W. DIEDERICH, PRESIDENT
DONN O. DIEDERICH, EXECUTIVE VICE PRESIDENT



General Contractors

PHONE 701/282-4977 FAX 701/281-1409
P.O. BOX 406 FARGO, NORTH DAKOTA 58107-0406

August 21, 2019

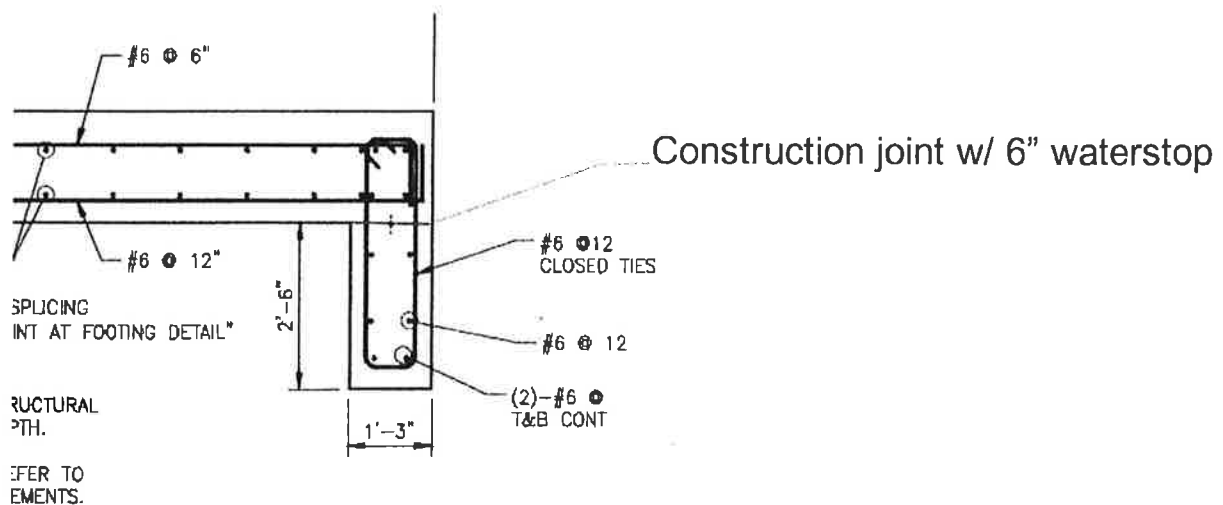
HDR Engineering, Inc.
51 N Broadway, Suite 500
Fargo, ND 58102

Attn: Brian King

RE: FM-15-K1 – Belmont Flood Protection – Phase 2
RFI - Floodwall Footing Construction


Dear Mr. King,

Industrial Builders, Inc. requests permission to add a construction joint with waterstop between the toe wall and the floodwall footing. A sketch of the location is shown below.



Let me know if you have any questions.

Regards,
INDUSTRIAL BUILDERS, INC.

A handwritten signature in black ink, appearing to read 'T. Erickson', with a stylized, flowing script.

Troy Erickson
Vice President of Engineering

Cc: IBI Job 19124
Mike Ramberg

(11)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SN-18-C2

Type: Change Order #4 & Time Extension

Location: City Hall

Date of Hearing: 9/16/2019

RoutingDate

City Commission

9/23/2019

PWPEC File

X

Project File

Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, regarding Change Order #4 in the amount of \$25,339.00, & time extension requested by Key Contracting. Change Order #4 is for the reconstruction of deteriorated and non-ADA compliant sidewalk from Pontoppidian Church to City Hall's new sidewalk on the north side of 3rd Avenue North. In addition, Change Order #4 is also for removing the driveway approach to Pontoppidian's alley and to the parking lot west of City Centre, install new driveway approaches, ADA-compliant sidewalk, curb, and gutter, and clean up the area where several shrubs were located. The time extension is being requested due to delays on the City Centre Lofts project and the extra work to repair the alley for Pontoppidian Lutheran Church.

Staff is recommending approval of Change Order #4 in the amount of \$25,339.00, and a time extension adjusting the Substantial Completion Date to October 25, 2019 and the Final Completion Date to June 15, 2020.

On a motion by Bruce Grubb, seconded by Steve Dirksen, the Committee voted to recommend approval of Change Order #4 & time extension as described above to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #4 in the amount of \$25,339.00, bringing the total contract amount to \$471,806.60, and a time extension to the Substantial and Final Completion Dates.

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

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 50% escrow deposit required

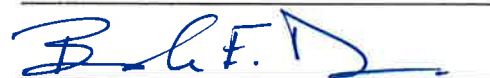
Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

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

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Rob Hasey, Civil Engineer I, Storm Sewer Utility
Date: September 11, 2019
Re: Project No. SN-18-C2 – Change Order #4 & Time Extension

Background:

Project No. SN-18-C2 is for the construction of sidewalks on the north and east side of City Hall.

After Change Order #3 was approved to reconstruct the alley to Pontoppidian Lutheran Church, I was directed to add the reconstruction of deteriorated and non-ADA compliant sidewalk from Pontoppidian Church to our new sidewalk on the north side of 3rd Avenue North. Along with reconstructing the alley to Pontoppidian, we propose to remove the driveway approach to Pontoppidian's alley and to the parking lot west of City Centre, install new driveway approaches, ADA-complaint sidewalk, curb & gutter and clean up the area where several shrubs were located. A plan sheet showing the proposed modifications is included with this memorandum.

The total cost of Change Order #4: \$25,339.00. Source of funding: 100% Sales Tax Funds – Infrastructure 420

We recommend approving the reconstruction work and granting Key Contracting a time extension to October 25, 2019 to have the project substantially complete and until June 15, 2020 for final completion, which includes seeding the area between 2nd Street sidewalk and the pedestrian walkway due to City Centre project delays. City Centre will be using this area for construction throughout the fall and will destroy any seeding we do in this area.

Recommended Motion:

Approve Change Order #4 as shown below:

Original Completion Date		Revised Previously	Revised This Memo
Substantial – October 31 st , 2018 Final – June 15 th , 2019		September 30 th , 2019 October 14 th , 2019	Substantial – October 25 th , 2019 Final – June 15 th , 2020

Original Contract	Previous Change Orders	Change Order #4	New Contract Amount
\$394,750.00	\$51,717.60	\$25,339.00	\$471,806.60

RJH/klb

Attachment

C: Nathan Boerboom, Division Engineer



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No SN-18-C2 Change Order No 4
Project Name New Sidewalk Construction & Incidentals
Date Entered 9/11/2019 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: Reconstruct sidewalks, driveway approaches and landscaping improvements

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	4	F&I Sidewalk 4" Thick Reinf Conc	SY	435.00	150.30	585.30	47.00	632.30	72.00	3,384.00
	27	Subgrade Preparation	SY	111.50	0.00	111.50	113.50	225.00	3.00	340.50
	28	F&I Woven Geotextile	SY	111.50	0.00	111.50	113.50	225.00	3.00	340.50
	29	F&I Class 5 Agg - 6" Thick	SY	111.50	0.00	111.50	113.50	225.00	11.00	1,248.50
	30	F&I Curb & Gutter Standard (Type II)	LF	59.00	0.00	59.00	141.00	200.00	45.00	6,345.00
	31	F&I Pavement 7" Thick Reinf Conc	SY	111.50	0.00	111.50	113.50	225.00	77.00	8,739.50
	32	Remove Sidewalk 4" Thick Conc	SY	75.00	0.00	75.00	27.00	102.00	18.00	486.00
	33	Remove Pavement All Thicknesses Asph	SY	128.00	0.00	128.00	83.00	211.00	18.00	1,494.00
	36	Rem & Repl Landscaping	LS	0.00	0.00	0.00	1.00	1.00	2,025.00	2,025.00
	37	Remove Curb & Gutter	LF	0.00	0.00	0.00	92.00	92.00	8.00	736.00
	38	Traffic Control - Minor	LS	0.00	0.00	0.00	1.00	1.00	200.00	200.00
Paving Sub Total (\$)										25,339.00

Summary
Source Of Funding Sales Tax Funds - Infrastructure - 420
Net Amount Change Order # 4 (\$) 25,339.00
Previous Change Orders (\$) 51,717.60
Original Contract Amount (\$) 394,750.00



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Total Contract Amount (\$)

471,806.60

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
09/30/2019	10/14/2019	25.00	245.00	10/25/2019	06/15/2020

APPROVED

APPROVED DATE

For Contract
Title

Steve Carr
VP *Key Contracting*

Department Head

Mayor

Attest

B. H. D.
9-19-19




12

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

	2019 BUDGET	2019 ACTUAL	VARIANCE
REVENUES:			
Taxes	\$ 27,352,462	\$ 27,692,640	\$ 340,178
Licenses & Permits	3,030,250	2,965,807	(64,443)
Fines & Traffic Tickets	1,200,406	1,124,436	(75,970)
Intergovernmental Revenue	11,178,365	10,476,309	(702,056)
Charges for Services	9,580,969	8,513,191	(1,067,778)
Interest	2,394,165	3,312,668	918,503
Miscellaneous Revenue	408,047	426,054	18,007
Transfers In	10,674,920	9,819,702	(855,218)
Total Revenues	\$ 65,819,584	\$ 64,330,807	\$ (1,488,777)
EXPENDITURES:			
City Administrator	\$ 5,006,787	\$ 4,677,056	\$ 329,731
Finance	5,162,117	4,696,436	465,681
Planning & Development	2,612,624	2,379,062	233,562
Transit	5,550,688	5,059,742	490,946
Public Works	11,621,931	11,575,129	46,802
Fire Department	9,417,435	9,014,899	402,536
Police	14,452,518	14,062,242	390,276
Health	7,646,787	7,453,539	193,248
Library	3,059,831	2,966,825	93,006
Commission	450,187	449,332	855
Civic Center	329,831	334,766	(4,935)
Social Services	402,667	290,254	112,413
Capital Outlay	345,873	224,584	121,289
Vehicle Replacement/IT	262,285	221,265	41,020
Contingency	(1,294,754)	7,137	(1,301,891)
Transfers Out	3,873,894	3,753,894	120,000
Total Expenditures	\$ 68,900,701	\$ 67,166,162	\$ 1,734,539
Excess of Revenue Over (Under) Expenditures	\$ (3,081,117)	\$ (2,835,355)	\$ 245,762

(13)

TO: BOARD OF CITY COMMISSIONERS
FROM: KENT COSTIN, DIRECTOR OF FINANCE 
RE: NORTH DAKOTA DEPARTMENT OF EMERGENCY SERVICES PUBLIC ASSISTANCE GRANT AGREEMENT FOR FEMA-4444-DR
DATE: SEPTEMBER 10, 2019

A grant agreement from the North Dakota Department of Emergency Services is attached for your review and approval. Execution of this grant agreement will allow us to submit our spring flood expenditures for reimbursement pursuant to the grant cost share formula.

Suggested Motion:

Approve a public assistance agreement with the North Dakota Department of Emergency Services for FEMA event 4444-DR.

September 5, 2019

City of Fargo
Attn: Kent Costin, Director of Finance
225 4th St. N.
Fargo, ND 58102

RE: Public Assistance Subgrant Agreement for FEMA-4444-DR

Dear Kent Costin:

Enclosed please find the North Dakota Department of Emergency Services (NDDes) Public Assistance Subgrant Agreement for FEMA-4444-DR. This agreement articulates the roles and responsibilities of NDDes and your entity.

Please review this document carefully and provide the required information on pages 14 and 16. This document should be signed by your entity's Chief Elected Officer or in the case of non-governmental entities, an executive with the authority to enter into contracts. Please make a copy for your records and return the original to **NDDes, Attn: Nadine Jundt, PO Box 5511, Bismarck, ND, 58506**. Grant funding will not be provided until this agreement is received and the information verified.

If you should have any questions regarding the Public Assistance Grant Program, please contact Randy Reimer at (701) 328-8262.

Sincerely,



Justin Messner
Disaster Recovery Chief
ND Department of Emergency Services

Enclosures: Public Assistance Subgrant Agreement for FEMA-4444-DR



Doug
Burgum
GOVERNOR

Major General
Alan S. Dohrmann
DIRECTOR - DEPARTMENT
OF EMERGENCY SERVICES

Cody
Schulz
DIRECTOR - DIVISION
OF HOMELAND SECURITY

Daniel
Donlin
DIRECTOR - DIVISION
OF STATE RADIO

Ensuring a safe and secure homeland for all North Dakotans



STATE OF NORTH DAKOTA
DEPARTMENT OF EMERGENCY SERVICES

DOUG BURGUM

Governor

Major General Alan S. Dohrmann

Director – Department of Emergency Services

Cody Schulz

Director - Division of Homeland Security

Justin Messner

Disaster Recovery Chief

CFDA Title and Number: Disaster Grants – Public Assistance, 97.036

Disaster Declaration Number: FEMA-4444-DR

Subrecipient: City of Fargo

**Public Assistance Grant Program Subgrant Agreement
for
FEMA-4444-DR**

This Agreement is between the State of North Dakota, Department of Emergency Services (Grantee) and, the undersigned state agency, political subdivision of the state, private nonprofit organization, or federally recognized Tribal Nation or authorized tribal organization (Subrecipient). This Agreement is based on the existence of the following facts and conditions:

- A. WHEREAS, President Donald Trump issued a major disaster declaration (FEMA-4444-DR) for the State of North Dakota. The declaration authorized Public Assistance, as well as federal monies under the Hazard Mitigation Grant Program for counties designated eligible in the Federal Emergency Management Agency (FEMA)-State Agreement; and
- B. WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein and agrees to comply with all the requirements of this Agreement; and

- C. WHEREAS, pursuant to the North Dakota Disaster Act of 1985 as amended, the Grantee has authority to administer federal financial assistance from the FEMA consequent to a presidential declaration of disaster.
- D. WHEREAS, Subrecipient has the legal authority to accept public assistance funds and shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state public assistance funds.

NOW, THEREFORE, the Grantee and Subrecipient, based upon the existence of the foregoing conditions, do further agree to the following:

ARTICLE I. Definitions. As used in this Agreement, the following terms shall have the following meanings unless another meaning is specified elsewhere:

- A. "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 CFR § 206.44; and applicable policies of the FEMA.
- B. "FEMA-State Agreement" is the agreement between the FEMA and the State of North Dakota, for a presidential major disaster declaration designated FEMA-4444-DR.

ARTICLE II. Applicable Law. The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement and all applicable state and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements of Title 2 of the Code of Federal Regulations (CFR) Part 200, 44 CFR Part(s) 13 and 206, and the policies of the FEMA. The Subrecipient further agrees to comply with the Statement of Assurances attached hereto as Attachment A.

ARTICLE III. Funding and Insurance. Grantee shall provide funds to the Subrecipient for eligible activities for the projects approved by the Grantee and the FEMA, as specified in the approved Project Worksheets. The federal allowable costs shall be determined as per 2 CFR Part 200, which shall be seventy-five percent of all eligible costs unless a higher percentage is approved.

- A. The approved Project Worksheets shall be transmitted to Subrecipient, and shall state the cumulative funding allowed, the scope of the eligible project, and the costs eligible under this Agreement. Project Worksheets may obligate or deobligate funding, thereby amending the total funding for the project. The approved Project Worksheets shall document the total eligible costs and the total federal share of those costs, which shall be seventy-five percent of all eligible costs, unless a higher percentage is approved. Contingent upon an appropriation by the State Legislature, the Grantee may provide some portion of any nonfederal share for some subrecipients. As a condition of receipt of the federal funding, the Subrecipient agrees to provide any nonfederal share not paid by the Grantee.
- B. If the Subrecipient is required to repay the Grantee funds already disbursed by the Grantee, the Subrecipient will have 60 days to reimburse the full amount. If Subrecipient has not reimbursed the grantee the full amount within the 60 days, the Grantee will have all the rights and remedies available to them by law; including, but not limited to, the withhold of future fund disbursement to off-set amount due to Grantee.
- C. As a further condition to funding under this Agreement, the Subrecipient agrees to procure insurance sufficient for the type or types of hazards for which the disaster was declared to cover any and all projects to be funded under this Agreement where insurance is available and reasonable. Subrecipient shall provide Grantee with a certificate of such insurance as a condition to funding under this Agreement.

ARTICLE IV. Duplication of Benefits Prohibition. Subrecipient may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subrecipient receive any other duplicate benefits under this Agreement.

- A. Without delay, Subrecipient shall advise Grantee of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are “ineligible costs” which the Subrecipient shall reimburse to the Grantee without delay. The Subrecipient shall also reimburse the Grantee if the Subrecipient receives any duplicate benefits from any other source for any damage identified on the applicable Project Worksheets for which Subrecipient has received payment from Grantee.
- B. In the event that Grantee should determine that Subrecipient has received duplicate benefits, by its execution of this Agreement the Subrecipient gives Grantee the authority to set off the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subrecipient, or to use such remedies available at law or equity to the repayment of said sums to Grantee.

ARTICLE V. Compliance with Environmental, Planning and Permitting Laws. Subrecipient shall be responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Grantee, and in accordance with applicable legal requirements. The contract documents for any project undertaken by Subrecipient, and any land use permitted by or engaged in by Subrecipient, shall be consistent with the local ordinances and State law. Subrecipient shall ensure that any development or development order complies with all applicable planning, permitting and building requirements. Subrecipient shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

ARTICLE VI. Subrecipient Risk Assessment. As required by 2 CFR § 200.331 NDDDES will complete a Financial Assistance Recipient Risk Assessment rating form for every subrecipient receiving an award to evaluate their potential risk of non-compliance. Subrecipients will be evaluated on factors such as their prior experience with the same or similar subawards, results of previous audits including whether or not they received a Single Audit and the extent to which the same or similar subaward has been audited as a major program; if they have new personnel or new or substantially changed systems, and the extent and results of Federal awarding agency monitoring.

A Risk Assessment will be completed immediately prior to executing this Subgrant Agreement. All new and existing active subrecipients will be rated upon new disaster and program funding opportunities. The Business Manager will work with the Public Assistance Officer (PAO), or assigned staff, to jointly complete the risk assessment and score subrecipients, as applicable. Results of the Risk Assessment may result in the imposition of specific conditions as allowed in 2 CFR § 200.207, and will be identified within Attachment B of this Subgrant Agreement.

Every January, or as needed, NDDDES will re-evaluate all subrecipient Risk Assessments. Based on overall compliance with project requirements and any issues noticed therein, an updated Financial Assistance Recipient Risk Assessment will be completed and subrecipients can be upgraded or removed from low, medium or high risk status. If a subrecipient is non-compliant with the additional requirements of a subaward due to being considered high risk, the subaward and all federal and state monies can be deobligated at the request of NDDDES. Upon deobligation due to non-compliance, a subrecipient will be considered high risk in perpetuity.

ARTICLE VII. Required Documentation, Reviews, and Inspections. Subrecipient shall create and maintain documentation of work performed and costs incurred sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. Upon the failure of Subrecipient to create and maintain such documentation, Grantee may terminate further funding under this Agreement, and Subrecipient shall reimburse to Grantee (within 60 days) all payments disbursed earlier to Subrecipient, together with any and all accrued interest.

- A. For all Small Projects and in accordance with the NDDDES Public Assistance Small Project Monitoring Policy, Grantee will inspect Small Projects by random selection. After inspection Subrecipient shall submit a signed "Public Assistance Small Project Funding Certification".
- B. For all Large Projects, Grantee will conduct final inspections to ensure that all work has been performed within the scope of work specified on the Project Worksheets. Costs not within the approved scope of work shall not be reimbursed.
- C. Subrecipient shall submit the following documentation for Large Projects (the Large Project threshold for this declaration is \$128,900).
 1. a request for reimbursement;
 2. a summary of documentation, which shall be supported by original documents such as contract documents, invoices, purchase orders, change orders, and proof of payment;
 3. a request for project closeout;

ARTICLE VIII. Cost Sharing. The federal share of the eligible costs specified in the Project Worksheets under this Agreement shall be seventy five (75) percent of such costs, unless a higher percentage is approved, and the nonfederal share shall be the remaining amount. Payment of all or a specified portion of the nonfederal share of such costs is contingent upon a potential future State appropriation defining the apportionment of the nonfederal share. Subrecipient commits to meet any local matching funds required for successful project completion. Subrecipient also certifies that any matching funds borne by the Subrecipient will come from a nonfederal source as required by 2 CFR 200.306

ARTICLE IX. Payment of Costs. Grantee shall disburse the eligible costs to Subrecipient in accordance with the following procedures:

- A. Grantee shall disburse the federal and nonfederal shares of the eligible costs for Small Projects to Subrecipient as soon as practicable after execution of this Agreement and formal notification by FEMA of its approval of the pertinent Project Worksheet.
- B. Grantee shall reimburse Subrecipient for ninety percent of the federal share of the eligible costs for Large Projects as soon as practicable after Subrecipient has delivered the following documents to Grantee:
 1. a Request for Reimbursement
 2. a summary of documentation, which shall be supported by original documents such as contract documents, invoices, purchase orders, change orders, and proof of payment;
 3. Certification that the reported costs were incurred in the performance of eligible work.
- C. Grantee may advance funds under this Agreement to Subrecipient not exceeding the federal share if Subrecipient meets the following conditions:
 1. Subrecipient shall certify to Grantee that Subrecipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;

2. Subrecipient shall submit to Grantee the budget supporting the request;
 3. Subrecipient shall submit a statement justifying the advance and the proposed use of the funds and specifying the amount of funds requested; and
 4. Subrecipient shall pay over to Grantee any interest earned on advances for remittance to the FEMA as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
- D. Grantee may, in its discretion, pay some or its entire portion of the nonfederal share when the NDDDES Director, Division of Homeland Security, authorizes such payments.
- E. Grantee may, in its discretion, withhold its portion of the nonfederal share of funding under this Agreement from Subrecipient if Grantee has reason to expect a subsequent unfavorable determination by the FEMA that a previous disbursement of funds under this Agreement was improper.

Memorandum of Agreement Between County and Township. In order for a County to assume legal authority to act as the subrecipient on behalf of a Township for the administration of the federal Public Assistance (PA) Program following a Presidential Disaster Declaration, there must be a completed Memorandum of Agreement between the two jurisdictions on file with NDDDES.

No payment of Federal or state funds will be made to a county on behalf of a township until a completed Memorandum of Agreement is submitted to NDDDES.

ARTICLE X. Final Payment. Grantee shall disburse the final payment to Subrecipient upon the performance of the following conditions:

- A. Subrecipient shall have requested final reimbursement;
- B. Subrecipient shall have submitted the documentation specified in Articles VII and VIX of this Agreement;
- C. Subrecipient shall have completed the project to the satisfaction of the Grantee;
- D. In the case of Large Projects, the Grantee shall have performed the final inspection; or
- E. In the case of Small Projects, the NDDDES Small Project Monitoring Team shall have performed a compliance review; and
- F. When necessary, FEMA Closeout shall be completed.

ARTICLE XI. Records Maintenance. The funding of eligible costs under this Agreement and the performance of all other conditions shall be subject to the following requirements, in addition to such other and further requirements as may be imposed by operation of law:

- A. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," as codified in 2 Code of Federal Regulations Part 200, as amended.
- B. Office of Management and Budget Circular No. A-87, "Cost Principles for State and Local Governments," as amended.
- C. Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," as amended.
- D. Office of Management and Budget Circular No. A-122, "Cost Principles for Non-Profit Organizations," as amended.
- E. Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement for a period of three years from the date of formal notification from the Grantee that FEMA has officially closed the disaster program. The Subrecipient shall allow the Grantee or its designee, the Comptroller General of the United States, FEMA,

and the North Dakota State Auditor's Office, access to records upon request. The three year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the three year period expires, and extend beyond the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
 3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.
- F. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations.
- G. The Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Grantee, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Grantee.

ARTICLE XII. Reimbursement of Funds. If upon final inspection, final audit, or other review by Grantee, the FEMA or other authority determines that the disbursements to Subrecipient under this Agreement exceed the eligible costs, Subrecipient shall reimburse to Grantee the sum by which the total disbursements exceed the eligible costs within sixty (60) days from the date Subrecipient is notified of such determination. If Subrecipient has not reimbursed the grantee the full amount within the 60 days, the Grantee will have all the rights and remedies available to them by law; including, but not limited to, the withhold of future fund disbursement to off-set amount due to Grantee.

ARTICLE XIII. Repayment by Subrecipient. All refunds or repayments due to the Grantee under this Agreement are to be made payable to the order of "North Dakota Department of Emergency Services" and mailed directly to the following address: **PO Box 5511, Bismarck, ND, 58506.**

ARTICLE XIV. Audit.

- A. The Subrecipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
- B. These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Grantee. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- C. The Subrecipient shall also provide the Grantee or its designee with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- D. If a Subrecipient is a state or local government or a non-profits organization as defined in OMB Circular A-133, as revised, and if the Subrecipient expends \$500,000 or more, then the Subrecipient shall have a single or program specific audit conducted which meets the

requirements of the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circular A-133 Part .200 for the purposes of auditing and monitoring the funds awarded under this Agreement. In connection with the aforementioned audit requirement, the Subrecipient shall fulfill for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

- E. If the Subrecipient spends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provision of OMB Circular A-133, as revised, is not required. In the event the Subrecipient expends less than \$500,000 in federal awards in its fiscal year and chooses to have an audit conducted in accordance with OMB Circular A-133 Part .200, as revised, the cost of the audit must be paid from nonfederal funds.
- F. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to the Grantee of all funds not spent in accordance with these applicable regulations and Agreement provisions within sixty (60) days after the Grantee has notified the Subrecipient of such non-compliance.
- G. If required, the audit is due nine (9) months after the end of the fiscal year of Subrecipient.
- H. If audit is conducted as required by subsection D. above, the Subrecipient shall submit the data collection form and one copy of the reporting package to the Federal Audit Clearinghouse at the following address: **Federal Audit Clearinghouse, Bureau of the Census, 1201 East 10th Street, Jeffersonville, IN 47132**. If the audit documents any finding or questioned costs, Subrecipient shall submit a copy of the reporting package to the State at the following address:

ND Department of Emergency Services
PO Box 5511
Bismarck ND 58506

ARTICLE XV. Noncompliance. If the Subrecipient violates this Agreement or any legislation, regulation, statute, rule or other legal requirement applicable to the performance of this Agreement, the Grantee may withhold any disbursement otherwise due Subrecipient for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Grantee may terminate this Agreement and invoke its remedies under the Agreement as per the Articles of this Agreement.

ARTICLE XVI. Nondiscrimination by Contractors. Pursuant to 44 CFR Parts 7 and 16, and 44 CFR Part 206.36, the Subrecipient shall undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. Subrecipient shall also be subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 CFR Part 17.

ARTICLE XVII. Modification. A modification extending the time for completion of the project and any other modification shall be in writing, and shall take effect only upon execution by both parties. Modifications to any Project Worksheet to be funded under this Agreement may be requested by Subrecipient through Grantee, but the approval of any such modifications shall reside in the sole discretion of the Federal Emergency Management Agency. Any approved modification to a Project Worksheet shall be noted in an additional Project Worksheet version for the project and in any amendment to this Agreement. If otherwise allowed under this Agreement, any extension shall be in writing and shall be subject to the same terms and conditions as those set out in the initial Agreement.

ARTICLE XVIII. Time for Performance. Subject to any modification extending the time for the performance of this Agreement approved by Grantee or the FEMA, the time for the performance of emergency work shall be six (6) months from the date of the Presidential Declaration. The time for the performance of permanent work shall be eighteen (18) months from the date of the Presidential Declaration. The time for the performance of this Agreement may be extended for cause by Grantee. Extensions shall not be approved for delays caused by lack of cost-share funding. If any extension request is denied, Subrecipient shall be reimbursed for eligible project costs incurred up to the latest approved date for timely completion. Failure to complete any project will be adequate cause for the termination of funding for that project.

ARTICLE XIX. Contracts with Others. If the Subrecipient contracts with any other contractor or vendor for performance of all or any portion of the work required under this Agreement, the Subrecipient shall incorporate into its contract with such contractor or vendor an indemnification clause holding Grantee and Subrecipient harmless from liability to third parties for claims asserted under such contract.

ARTICLE XX. Termination. Either of the parties may terminate this Agreement by notice in writing. Such termination shall take effect thirty (30) days after the date of such notice. Such termination shall not affect the rights, interests, duties or responsibilities of either of the parties or any allowable costs that have accrued as of the date of the notice of termination.

ARTICLE XXI. Liability. Grantee assumes no liability to third parties in connection with this agreement. The Subrecipient shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement. Unless the Subrecipient is a political subdivision under NDCC 32-12.2-13, the Subrecipient shall defend, indemnify and hold harmless Grantee from claims asserted by third parties in connection with the performance of this Agreement. Contractors hired by a Subrecipient, including political subdivisions, shall be required to agree in writing to defend, indemnify and hold the State of North Dakota harmless for any claims arising out the contractor's or any subcontractor's performance under the agreement. For the purposes of this Agreement, the Grantee and Subrecipient agree that neither one is an employee or agent of the other, but that each one stands as an independent entity in relation to one another. Nothing in this Agreement shall be construed as a waiver by the Grantee or Subrecipient of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement. Subrecipient represents to the best of its knowledge any hazardous substances at its projected site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, state or local legal requirements concerning such substances, Subrecipient further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

ARTICLE XXII. Reports. Grantee is required to submit a Large Project Quarterly Report to FEMA for Large Projects for which a FEMA Large Project Closeout has not been completed. The progress report will include: the status of the project, such as "in design" or "percentage of construction completed"; time extensions granted, if any; a projected completion date; the amount of expenditures and amount of payment for each project; and any problems or circumstances that could delay the project or result in noncompliance with the conditions of the FEMA approval. When the FEMA Large Project Closeout for each large project is complete, the project may be dropped from the report. Periodically, Grantee may request information or reports from the Subrecipient for inclusion in the Large Project Quarterly Report. Subrecipient is required to provide

information or reports as soon as practicable after requested. Interim inspections may be scheduled by Subrecipient before the final inspection, and may be required by Grantee. Grantee may require additional reports as needed, and Subrecipient shall provide any additional reports requested by Grantee as soon as practicable.

ARTICLE XXIII. Monitoring. The Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors, Subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement are achieved and satisfactorily performed and in compliance with applicable state and federal laws and rules.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised), monitoring procedures may include, but not be limited to, on-site visits by Grantee staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Grantee. In the event that the Grantee determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Grantee to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Grantee will monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

ARTICLE XXIV. Mandated Conditions. Subrecipient agrees to the following conditions:

- A. The performance and obligation of Grantee to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
- B. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit.
- C. Grantee may unilaterally terminate this Agreement for refusal by the Subrecipient or its contractors or subcontractors to allow public access to all documents, papers, letters or other material, that are made or received by Subrecipient or its contractors and subcontractors in connection with this Agreement.
- D. Subrecipient agrees that no funds or other resources received from the Grantee disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the North Dakota Legislature or any state agency.
- E. Subrecipient certifies that it possesses the legal authority to receive the funds under this Agreement and that it's governing body (if applicable) has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement.
- F. Subrecipient agrees that responsibility for compliance with this Agreement rests with Subrecipient, and further agrees that noncompliance with this Agreement shall be cause for the rescission, suspension or termination of funding under this Agreement, and may affect eligibility for funding under future Subrecipient Agreements.
- G. The Grantee will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

- H. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- I. The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.
- J. With respect to any Subrecipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, the Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:
1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
 2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for:
 - a) The 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 public transaction.
 - b) 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) Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
- Where the Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation to this Agreement. In addition, the Subrecipient shall submit to the Grantee (by email or facsimile) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" for each prospective subcontractor which Subrecipient intends to fund under this Agreement. See Attachment B. Such form must be received by the Grantee prior to the Subrecipient entering into a contract with any prospective subcontractor.
- K. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any subsequent submission or response to Grantee request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Grantee from all its obligations to the Subrecipient.
- L. This Agreement shall be construed under the laws of the State of North Dakota, and venue for any actions arising out of this Agreement shall lie in Burleigh County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then

such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

- M. The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
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 awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub grantees 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.
- O. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement have been produced in the United States as required 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

ARTICLE XXV. Term. This Agreement shall take effect upon its execution by both parties, and shall terminate upon approval of closeout by the FEMA, unless terminated earlier as specified elsewhere in this Agreement. Subrecipient shall commence approved project(s) specified by this Agreement without delay.

ARTICLE XXVI. Events of Default, Remedies, and Termination.

- A. Upon the occurrence of any one or more of the following events, all obligations of Grantee to disburse further funds under this Agreement shall terminate at the option of Grantee. Notwithstanding the preceding sentence, Grantee may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment. Grantee may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:
1. Any representation by Subrecipient in this Agreement is inaccurate or incomplete in any material respect, or Subrecipient has breached any condition of this Agreement with Grantee and has not cured in timely fashion, or is unable or unwilling to meet its obligations under this Agreement.

2. Subrecipient suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Grantee, if Subrecipient has not cured the condition within thirty (30) days after notice in writing from Grantee.
 3. Any reports required by this Agreement have not been submitted to Grantee or have been submitted with inaccurate, incomplete, or inadequate information.
 4. The monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by the State Legislature, Congress or Office of Management and Budget.
- B. Upon the occurrence of any one or more of the foregoing events, Grantee may at its option give notice in writing to Subrecipient to cure its failure of performance if such failure may be cured. Upon the failure of Subrecipient to cure, Grantee may exercise any one or more of the following remedies:
1. Terminate this Agreement upon not less than fifteen (15) days notice of such termination by certified letter to the Subrecipient, such notice to take effect when delivered to Subrecipient;
 2. Commence a legal action for the judicial enforcement of this Agreement;
 3. Withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this agreement or any other agreement with Subrecipient; and
 4. Take any other remedial actions that may otherwise be available under law.
- C. Grantee may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.
- D. Any deobligation of funds or other determination by the FEMA shall be addressed in accordance with the regulations of that Agency.
- E. Upon the rescission, suspension or termination of this Agreement, the Subrecipient shall refund to Grantee all funds disbursed to Subrecipient under this Agreement.
- F. The venue of any action or proceeding by either Grantee or Subrecipient for enforcement of this Agreement or for adjudication rights, interest, or duties of the parties to it shall lie in South Central District Court, Burleigh County, North Dakota.
- G. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Grantee shall not relieve Subrecipient of liability to Grantee for the restitution of funds advanced to Subrecipient under this Agreement, and Grantee may set off any such funds by withholding future disbursements otherwise due Subrecipient under this Agreement or any other Agreement until such time as the exact amount of restitution due Grantee from Subrecipient is determined. In the event the FEMA should deobligate funds formerly allowed under this Agreement or under any other Agreement funded by the Agency and administered by Grantee, then Subrecipient shall immediately repay such funds to Grantee. If the Subrecipient fails to repay any such funds, then Grantee may recover the same from funding otherwise due Subrecipient.

ARTICLE XXVII. Attachments.

- A. All attachments to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.
- B. In the event of any inconsistencies between the language of this Agreement and the Attachments to it if any, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

Note: All other grant administrative and electronic forms will be provided by Grantee as necessary or posted on the North Dakota Department of Emergency Services website: <http://www.nd.gov/des/>.

ARTICLE XXVIII. Notice and Contact. All notices under this Agreement shall be in writing and shall be delivered by email, by facsimile, by hand, or by letter to the following respective addresses:

Grantee:

Department of Emergency Services
Justin Messner, Disaster Recovery Chief
PO Box 5511
Bismarck, ND 58506
Email: jmessner@nd.gov

Subrecipient:

City of Fargo
Kent Costin, Director of Finance
225 4th St. N.
Fargo, ND 58102
Email: kcostin@cityoffargo.com

ARTICLE XXIX. Designation of Agent. Subrecipient hereby designates the following agents to execute any Request for Advance or Reimbursement, certification, or other necessary documentation:

Primary Agent

Alternate Agent

Name and Title

Name and Title

Phone Number

Phone Number

E-mail

E-mail

**STATE OF NORTH DAKOTA
DEPARTMENT OF EMERGENCY SERVICES**

SIGNATURE PAGE

**PUBLIC ASSISTANCE GRANT PROGRAM SUBGRANT AGREEMENT
FOR
(FEMA-4444-DR)**

IN WITNESS HEREOF, the Grantee and Subrecipient have executed this Agreement:

FOR THE GRANTEE:

DEPARTMENT OF EMERGENCY SERVICES

Justin Messner – Disaster Recovery Chief

Date

**STATE OF NORTH DAKOTA
DEPARTMENT OF EMERGENCY SERVICES**

SIGNATURE PAGE

**PUBLIC ASSISTANCE GRANT PROGRAM SUBGRANT AGREEMENT
FOR
(FEMA-4444-DR)**

IN WITNESS HEREOF, the Grantee and Subrecipient have executed this Agreement:

FOR THE SUBRECIPIENT:

Name and Title

Signature

Date

Federal Employer Identification Number (FEIN): _____

DUNS Number: _____

ATTACHMENT A

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Subrecipient agrees to comply with the following:

1. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
2. Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subrecipient receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Subrecipient, this assurance shall obligate the Subrecipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
4. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.: 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973.
5. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
6. It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.
7. It will comply with the provisions of 18 USC 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees.
8. It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973 as amended, 42 USC 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate,

subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR Part 40 for residential structures. The Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
10. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
 - a) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Section 800.8) by the proposed activity.
 - b) Complying with all requirements established by the state to avoid or mitigate adverse effects upon such properties.
 - c) When any of Subrecipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR 800. (2)(e), the FEMA may require Subrecipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the "Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines) (48 Federal Register 44734-37)," or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, Subrecipient agrees to participate in consultations to develop, and, after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
 - d) Subrecipient agrees to notify FEMA and the Grantee if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation for footings and foundations; and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise Subrecipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery of archeological data from the property. If Subrecipient is unable to avoid the archeological property, develop, in consultation with the SHPO, a treatment plan consistent with the Guidelines and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties." Subrecipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do

not object within 15 calendar days of receipt of the treatment plan, FEMA may direct Subrecipient to implement the treatment plan. If either the Council or the SHPO object, Subrecipient shall not proceed with the project until the objection is resolved.

- e) Subrecipient shall notify the Grantee and FEMA as soon as practicable: (i) of any changes in the approved scope of work for a National Register eligible or listed property; (ii) of all changes to a project that may result in a supplemental DSR or modify an HMGP project for a National Register eligible or listed property; (iii) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. Subrecipient acknowledges that FEMA may require Subrecipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. Subrecipient further acknowledges that FEMA may require Subrecipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. Subrecipient also acknowledges that FEMA will require, and Subrecipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.
 - f) Subrecipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the NHPA, Subrecipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
11. It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685 - 1686) which prohibits discrimination on the basis of sex.
 12. It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 13. It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 14. It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
 15. It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
 16. It will comply with the Laboratory Animal Welfare Act of 1966, 7 U.S.C. 2131-2159, pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this agreement.
 17. It will comply with Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 2000c and 42 3601-3619, as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or nation origin.
 18. It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642.
 19. It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626.
 20. It will comply with the Endangered Species Act of 1973, 16 U.S.C. 1531-1544.
 21. It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763.

22. It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270.
23. It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347.
24. It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.
25. It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination.
26. It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources.
27. It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.
28. It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system.
29. It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice).
30. It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510.
31. It will assure project consistency with the approved state program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464.
32. It will comply with the Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.
33. With respect to demolition activities, it will:
 - a) Create and make available documentation sufficient to demonstrate that the Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - b) Return the property to its natural state as though no improvements had ever been contained thereon.
 - c) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subrecipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the State health authority and the county health authority.
 - d) Provide documentation of the inspection results for each structure to indicate: safety hazards present; health hazards present; and/or hazardous materials present.
 - e) Provide supervision over contractors or employees employed by Subrecipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - f) Leave the demolished site clean, level and free of debris.
 - g) Notify the Grantee promptly of any unusual existing condition which hampers the contractors work.
 - h) Obtain all required permits.
 - i) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
 - j) Comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

- k) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
- l) Provide documentation of public notices for demolition activities.

ATTACHMENT C

**Certification Regarding
Debarment, Suspension, Ineligibility
and
Voluntary Exclusion**

Subcontractor Covered Transactions:

1. The prospective subcontractor of the Subrecipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the Subrecipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

Name of Company

Street Address

City, State, Zip

Federal Employer Identification Number (FEIN)

By: _____
Signature Date

Subrecipient's Name

Grantee Agreement Number

September 18, 2019

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

RE: Downtown Overnight Parking Enforcement Contract with Interstate Parking

Commissioners:

Many changes have taken place downtown over the last couple of years creating a thriving and exciting environment. With those changes, people are choosing to adopt and embrace the movement of both working and living within our downtown. Due to this movement, we are experiencing more inflow of vehicles that are impeding the efficiency of our overnight maintenance operations. In years past, enforcement of overnight parking restrictions had been a joint task between the Police Department and Public Works. As the Police Department has become increasingly busy with calls for service and Public Works' nightly maintenance areas have grown, both departments have been unable to provide consistent enforcement in the Downtown Business District. With the lack of consistent enforcement, we have seen the illegally parked vehicles grow from a minor issue to a major one that is drastically hindering timing of maintenance operations and levels of service.

In working with the Parking Commission and the Planning Department, we have reached a consensus that it is time to move forward with contracting overnight parking enforcement for the downtown. Because we already have a contract for daytime parking enforcement and parking ramp management with Interstate Parking, it seems reasonable that Interstate would be the perfect fit for the overnight duties. After speaking with parking commissioners and planning staff, we have been able to work with Interstate Parking to get a sole source rate of \$39.75 an hour for overnight enforcement. The rate includes staffing, vehicles and all resources needed to perform the nightly enforcement from 3:00 a.m. to 7:00 a.m.

On August 26, the Finance Committee approved the sole source contract with Interstate Parking.

RECOMMENDED MOTION: I/we are requesting Commission approval to authorize the overnight parking enforcement contract with Interstate Parking for the downtown business district.

Respectfully submitted,



Ben Dow
Fargo Public Works
Director of Operations

THIRD AMENDMENT
TO PARKING MANAGEMENT AGREEMENT

This Third Amendment's Management Agreement is made by and between INTERSTATE PARKING COMPANY OF NORTH DAKOTA, LLC. a North Dakota limited liability company ("Interstate") and the city of Fargo, a North Dakota municipal corporation ("Fargo").

WHEREAS, Interstate and City entered into a Management Agreement pertaining to parking within the City effective December 3, 2014 which was amended on August 17, 2015 ("Agreement"), attached hereto as Exhibit A; and

WHEREAS, the City and Interstate are entered into a Second Amendment to Parking Management Agreement on January 4, 2016, to include on-street parking enforcement ("Second Amendment"), attached hereto as Exhibit B; and

WHEREAS, City has determined a need for assistance in overnight parking enforcement in the downtown area; and

WHEREAS, Interstate is willing and able to provide the needed parking enforcement resources, pursuant to the terms of this Third Amendment to Agreement.

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, Interstate and City agree to amend the Agreement as follows:

1. Interstate shall provide on-street overnight parking enforcement in the downtown area, defined as follows:

The area bounded by 5th Avenue North, University Drive, 1st Avenue South and 2nd Street.

Upon revision of Fargo Municipal Code §8-1009, the overnight parking enforcement area shall be expanded to bounded by 8th Avenue North and 2nd Avenue South, from University Drive to 2nd Street.

The Director of Public Works shall provide written notice of the expanded area to Interstate upon final adoption.

2. Interstate shall provide such personnel necessary for such enforcement in the on-street overnight parking as necessary. In the event that Interstate is not able to staff the overnight shift, Interstate shall be relieved of this obligation due to staffing implication not more than ten (10) times in a 12 month period. In the event Interstate is unable to fulfill the obligations under this

Third Amendment more than 10 times per year. Interstate shall reimburse City \$25.00 per incident of non-enforcement.

3. Interstate shall perform overnight on-street parking enforcement from 3:00 a.m. to 7:00 a.m., 7 days per week.

4. As compensation for this additional scope of services, the City shall remit payment to Interstate for such services based upon an hourly pay rate of Thirty Nine and 75/100 dollars (\$39.75) per hour.

5. In the event of inclement weather making the downtown area streets impassible, or travel dangerous, Interstate and City shall communicate regarding whether or not Interstate personnel shall provide parking enforcement for that particular evening. The Director of Public Works shall make the final determination, in conjunction with Interstate. In the event service is excused, Interstate shall have no obligation to City for the duration of the inclement weather event.

6. Interstate shall be responsible for administering parking ticket appeals and adjudication.

7. The term of this additional scope of services provided by this Third Amendment shall be for a period of three (3) years. The Agreement shall automatically renew at the end of three years for five (5) additional one year terms. The original term hereof and each renewal may be terminated by City or Interstate upon sixty (60) days written notice prior to the then current term or extension. Unless otherwise specifically stated in such written notice, the termination of said additional scope of services shall not be deemed to affect the remainder of the Agreement. Upon termination of said additional scope of services, Interstate shall be paid for services provided and, therefore compensation earned to the date of said termination.

8. This Third Amendment shall encompass and incorporate all of the terms of the Agreement and Second Amendment to said Agreement, to the extent such terms are applicable to this Third Amendment.

9. This Third Amendment shall survive the expiration of the Agreement and Second Amendment, and such terms of the Agreement applicable to this Third Amendment shall continue in full force and effect until the expiration or termination of this Third Amendment.

10. This Third Amendment to the Agreement shall be effective as of October 1, 2019.

DATED: 9-19-19

INTERSTATE PARKING COMPANY OF NORTH DAKOTA
LLC

By: _____


Paul Schnettler, Chief Operating Officer

DATED: _____

CITY OF FARGO
a North Dakota municipal corporation

By: _____

Timothy J. Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

Copy to:

Interstate Parking Company
Attn: Tony Janowiec
710 North Plankinton, Suite 700
Milwaukee, WI 53202

PARKING MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT is executed on December 3, 2014 by **INTERSTATE PARKING COMPANY OF NORTH DAKOTA LLC** (herein called "Interstate"), and **CITY OF FARGO** (herein called "City").

WHEREAS, City owns eight (8) surface parking lots and three (3) multi-level parking structures more specifically described in Schedule "A" containing approximately 2,005 self-park spaces located in Fargo, North Dakota (herein collectively defined as the "Properties");

AND WHEREAS, City desires to engage Interstate to manage the Properties and Interstate desires to manage the Properties;

NOW, THEREFORE, City and Interstate agree as follows:

1 Engagement

- 1.1 City hereby engages Interstate, and Interstate hereby accepts engagement by City, to manage and maintain the Properties in a first class manner in accordance with the terms and conditions hereinafter set forth.

2 Term and Termination

- 2.1 The term of this Agreement will be for thirty six (36) months from January 1, 2015 (the "Commencement Date") until December 31, 2017 (the "Initial Term"), unless terminated or extended earlier as may be permitted in this Agreement. Upon completion of the Initial Term, this Agreement shall continue for a period of two (2) additional twelve (12) month periods (each twelve (12) month period a "Renewal Term") unless City provides written termination notice to Interstate no less than one hundred eighty (180) days in advance of the end of the Initial Term or the then current Renewal Term. Upon the expiration of the second Renewal Term, this Agreement shall continue on a month to month basis and either party may terminate upon one hundred eighty (180) days advance written notice to the other thereafter (the "Extended Term"). As used herein, the Initial Term, Renewal Term and Extended Term shall be collectively referred to as the "Term." Each twelve (12) consecutive month period beginning on the first day of January and continuing through the last day of the following December during the Term of this Management Agreement will be referred to as an "Operating Year."
- 2.2 Either party will have the right to terminate this Agreement in the event the other party has failed to perform any of the terms and conditions specified herein, if said failure has been called to the attention of the responsible party in writing and that party has not corrected said failure within thirty (30) days of its receipt of written notice, or such additional time as agreed to between the parties to correct such failure if such correction is commenced within said thirty (30) day period and is continuously pursued until fully corrected.
- 2.3 In the event City desires that any additional parking facilities be made subject to this Agreement, such additional parking lots may be added only upon the consent of Interstate and upon a mutually agreeable increase in the Management Fee. For any facility added

this contract shall be amended through an addendum establishing applicable terms and shall be mutually agreed to by Interstate and City. In the event City desires to remove any of the parking lots from Interstate's management under this Agreement, the Management Fee shall be reduced in an amount mutually agreed upon between Interstate and City, except as specifically provided for within Section 3.1 (b) as it relates to the NP Avenue Lot; provided, however, City may not remove any of the parking lots from this Agreement unless one or more of the following conditions will also then be satisfied:

(a) City requires any parking facility for an immediate use, including, without limitation, the construction of a building, structure or improvement on the related premises, which, regardless of such use, will preclude its use as a public commercial parking facility for automobiles after the effective date of such removal; or

(b) City has entered into a bona fide sale to a third party at arm's length (for the purposes hereof, a "bona fide sale" shall include, without limitation, a sale of the fee estate by deed, land contract or an exchange arrangement, or the sale or long-term land lease of a substantial portion of the parking facility) of the parking facility, in which case the removal shall not become effective prior to the closing of the transaction. In the event the transaction referred to in said notice does not close, then the subject parking facility shall not be removed from this Agreement; or

- 2.4 Upon the expiration of the Term of this Agreement, including any extension under Section 2.1, or upon termination under Sections 2.2 or 2.3, all compensation due Interstate shall be promptly paid to Interstate (subject to City's right of setoff for damages if termination is due to Interstate's failure to perform per Section 2.2 hereof) in conjunction with a complete and final accounting being made to City by Interstate relating to all matters set forth in Section 3.2 through 3.4 hereof.

3 Management Fee

- 3.1 As compensation for the services rendered by Interstate, City will pay Interstate a management fee of Four Hundred Seventy One Thousand Four Hundred Eighty Five and 00/100 Dollars (\$471,485.00) per Operating Year until January 1, 2016 at which time, provided the City has removed the Civic Center Lot from the Properties no later than June 1st, 2015 pursuant to City's rights as set forth in Section 2.3, the management fee shall be reduced to Four Hundred Forty Three Thousand Eight Hundred Thirty One and 00/100 Dollars (\$443,831.00) per Operating Year (the "Management Fee"). The Management Fee shall be payable in twelve (12) equal installments pursuant to Section 3.3 and subject to the adjustments set forth in the following sub-sections (a) and (b) and as may be set forth elsewhere throughout this Agreement.

- (a) Effective as of January 1, 2016 and January 1st of each Operating Year thereafter, the Management Fee shall be increased by the percentage increase in the unadjusted twelve month cumulative Consumer Price Index as is reported by the United States Bureau of Labor Statistics as of September of the immediately preceding Operating Year (the "CPI Adjustment"). Notwithstanding, for purposes of calculating the CPI Adjustment during the Term, if the CPI Adjustment is negative during any Operating Year, the Management Fee shall equal the previous Operating Year's Management Fee.

- (b) If City, subject to the conditions set forth in Section 2.3, elects to remove the NP Avenue Lot from this Agreement, City and Interstate agree that the Management Fee shall be reduced by nineteen thousand seventy five and 00/100 dollars (\$19,075.00) per Operating Year with such amount to be adjusted based on the total cumulative CPI Adjustment that has occurred to date at the time the NP Avenue Lot is removed from this Agreement.
 - (c) The attributable portion of the Management Fee to the Island Park Ramp is thirty three thousand three hundred sixty and NO/100 Dollars (\$33,360.00). Notwithstanding, if the Island Park Ramp is removed from this Agreement pursuant to Section 2.3, the reduction, if any, in the Management Fee shall be calculated based on the provisions set forth within Section 2.3 which may or may not equal a reduction in the amount set forth within this paragraph.
- 3.2 Interstate will deposit the Gross Revenue daily into its bank account and disburse Interstate Expenses, Special Event Payroll, City Expenses paid by Interstate (if any) and Taxes as required herein.
- 3.3 On or before the 15th day of each month, Interstate will give City a statement for the preceding calendar month setting out the Gross Revenue, Credit Card Fees, Taxes, Special Event Payroll, Enforcement Payroll, City Expenses paid by Interstate and Management Fee for such month (the "Statement") together with:
- (a) a check for the Net Operating Income and GTC Office Lease payment pursuant to Section 3.5; or
 - (b) an invoice for any deficiency. City will pay such deficiency within 10 business days after receipt of Interstate's invoice. In the event City fails to reimburse Interstate within said 10 day period, and City does not remedy such failure within thirty (30) days of receipt of written notice from Interstate, then Interstate will have the right to terminate this Agreement with immediate effect
 - (c) City reserves the right to utilize City's merchant account for processing credit card transactions connected with hourly and daily parking fees paid at one or more credit card payment device(s) located on-site at one or more of the Properties. Should City elect to utilize City's merchant account for such purpose, all related costs required to implement City's merchant account within the on-site credit card payment device(s) shall be borne by City and City shall pay all City Credit Card Fees (as defined herein) directly.

In this Agreement:

- (c) "Gross Revenue" means all revenue collected by Interstate in connection with the operation of the Properties.
- (d) "Credit Card Fees" means all transaction fees charged by a credit card processing institution utilized by Interstate for processing payments of Gross Revenue by a credit card. Credit Card Fees shall be commensurate with the cost to process the transaction. There shall be no additional mark-up or fee collected by Interstate.

- (e) "City Credit Card Fees" means all transaction fees charged by a credit card processing institution utilized by City, pursuant to Section 3.3 (c), for processing payments of Gross Revenue by a credit card.
 - (e) "Taxes" means all transaction value, sales and any other taxes, rates, charges or assessments levied, rated, charged or assessed or required to be collected or paid (or both collected and paid) on the Gross Revenue.
 - (f) "Special Event Payroll" is as defined in Section 4.2.
 - (g) "Enforcement Payroll" is as defined in Section 8.1 (S) (2).
 - (h) "Interstate Expenses" means those expenses set forth in Section 9.1 and which shall be included under the terms of 3.1.
 - (i) "City Expenses" means those expenses set forth in Section 9.2.
 - (j) "Net Operating Income" means Gross Revenue minus Credit Card Fees, Taxes, Special Event Payroll, City Expenses paid by Interstate and Management Fee.
- 3.4 Taxes, if any, separately stated as required by law, will be collected by Interstate from customers and transmitted to the taxing authority as required.
- 3.5 City, as landlord, and Interstate, as tenant, shall enter into a mutually agreeable lease agreement for office space located within the Ground Transportation Center (GTC) at a rate of One Hundred Twenty and 00/100 Dollars (\$120.00) per month (the "GTC Office Lease"). If, during the Term of this Agreement, the GTC Office Lease is terminated for any reason, Interstate shall reduce the Management Fee by One Thousand Four Hundred Forty and 00/100 Dollars (\$1,440.00) per Operating Year unless otherwise agreed to by the parties in writing.
- 4 Staff
- 4.1 Interstate will employ at, or in respect of, the Properties personnel capable of managing and maintaining the Properties in accordance with the terms and conditions hereof such that the Properties will be operated in a first class manner similar to other first class parking facilities of similar type in the area. Personnel will be screened by Interstate before hiring and will be employed, disciplined, discharged, promoted and directed in the performance of their duties by Interstate. Interstate will provide all necessary executive and supervisory personnel who are not stationed at the Properties but are required for the proper management of the Properties. All personnel will wear neat and clean uniforms with proper identification indicating such persons are employed by Interstate. City will have the right to require the removal from the Properties of any employee whose conduct will not reasonably satisfy City and the City shall retain the right to require termination of any employee who does not reasonably satisfy City provided any such request by City to terminate an employee does not violate any employment law.

- 4.2 The number of persons employed at, or in respect of, the Properties will be based on the following schedule for the applicable period throughout the Term. City may direct Interstate to increase or decrease the quantity of personnel and/or the staffing schedule(s) at any time by providing Interstate reasonable advance written notice, provided that if any requested change results in an increase in the Interstate Expenses, the Management Fee shall be increased accordingly. Notwithstanding the foregoing and pursuant to Section 3.3, Interstate shall recover the cost of special event staffing, provided such staffing is requested or approved by the City, at an amount determined by multiplying the total quantity of labor hours, or portion thereof, by an amount equal to fifteen and 00/100 dollars (\$15.00) per hour (the "Special Event Payroll").

Staffing Plan - January 1, 2015 - April 30, 2015

Position	Schedule
Operations Manager	Varies, Average 50 hours per week
Customer Solutions Coordinator	7:30am - 4:30pm Mon - Fri
Maintenance	6:00am - 2:00pm Mon - Fri
Cashier - NP Avenue Lot	9:00am - 6:00pm Mon - Fri
Cashier - Civic Center Ramp	7:00am - 8:00pm Mon - Fri, 9:00am - 8:00pm Sat.
Cashier - Civic Center Lot	9:00am - 6:00pm Mon - Fri *First 4 Months Only
Cashier - 2nd Avenue South Lot	10:00am - 5:30pm Mon - Fri
Event Staff	Varies, based on special event schedule

Staffing Plan - Commencing May 1, 2015

Position	Schedule
Operations Manager	Varies, Average 50 hours per week
Customer Solutions Coordinator	7:30am - 4:30pm Mon - Fri
Maintenance	6:00am - 2:00pm Mon - Fri
Cashier - Civic Center Ramp	7:00am - 8:00pm Mon - Fri, 9:00am - 8:00pm Sat.
Event Staff	Varies, based on special event schedule

5 Complaints

- 5.1 Interstate agrees to handle and record in a prompt and courteous manner all complaints by patrons of the Properties and communicate such complaints promptly in writing to City.

6 Hours of Operation

- 6.1 Subject to any laws applicable to the Properties, the Properties will be open for business based on a schedule determined by the City and mutually agreeable to Interstate. Generally, off-street parking facilities shall be free of charge after 6 p.m. and on weekends excluding structured parking Properties provided any changes resulting increased Interstate Expenses, the Management Fee shall be increased accordingly.

7 Compliance With Laws

- 7.1 Interstate will comply with all federal, state and municipal laws, ordinances and regulations pertaining to the Properties or the business conducted therein by Interstate including, without limitation, laws relating to equal opportunity employment and federal, state and municipal tax withholding laws. If any change in such laws, ordinances and/or regulations result in an increase in Interstate Expenses then such additional expenses shall become reimbursable by City to Interstate.

8 Maintenance and Operations

- 8.1 Interstate agrees to perform the following management services, with the cost of such services to be borne by Interstate or City as set forth in Section 9:
- A. Provide management of the day-to-day operation of the Properties;
 - B. Provide day-to-day staffing of the Properties, subject to Section 4, which may include:
 - i. Cashiers (full and part-time) to cover the hours of operation;
 - ii. Maintenance/janitorial positions;
 - iii. Supervisory/administrative positions.
 - C. Follow parking management best practices in the operation of public parking facilities.
 - D. Implement parking rate, invoicing and operational policies as approved and directed by City.
 - E. Collect and account to the City for revenues derived from the operation of the Properties.
 - F. Provide a monthly operating statement of total expenses, revenues and a summary of public usage.
 - G. Provide bookkeeping and accounting functions in conformity with generally accepted accounting principles.
 - H. Provide necessary routine maintenance of the Properties as set forth in Section 8.4.
 - I. Arrange for telephone service to be provided at the Properties as is applicable.
 - J. Time stamp all parking tickets where equipped.
 - K. Maintain signage and promotional/informational materials.
 - L. Create and maintain a City of Fargo parking website.
 - M. Administer a validation system for hotels and local businesses to validate customer/guest parking.
 - N. Offer members of the public the option of contracting for parking on a periodic basis including monthly, residential, service and construction permit parking contracts. The number of contract parkers at the Properties shall be subject to the approval of the City.
 - O. Contract with organizations within nearby proximity of the Properties and collect revenue in accordance with such contracts. All contract forms, and the execution of non-individual contracts, are subject to prior written approval by City.
 - P. Meet and confer with the City on a monthly basis to review the monthly report (which includes monthly attendance at regular Parking Commission

meetings) and on an as-needed basis in between to confer on operational issues as they arise, and perform quarterly operational reviews to include recommendations pertaining to hours of operation, rates, repairs and maintenance, customer service and complaints, advertising and marketing and other operational items aimed at providing a first class public parking operation.

- Q. Maintain (city provided) customer service office with normal business hours in downtown Fargo (see 3.5)
- S. Coordinate with City on parking enforcement pursuant to the following options, or as may otherwise be addressed and negotiated, as mutually agreeable to City and Interstate:

1. City parking enforcement staff will utilize and leverage existing automatic license plate recognition (ALPR) technology to enforce and ticket illegally parked vehicles within Properties.

2. Interstate will patrol Properties and ticket (on-foot) illegally parked vehicles (upon granting of applicable City authority); and Interstate shall recover the cost of such patrolling including, but not limited to, Interstate payroll to be calculated at an hourly pay rate of fifteen and NO/100 dollars (\$15.00) per hour (the "Enforcement Payroll"); to be adjusted annually based on the CPI Adjustment pursuant to Section 3.1(a).

- T. Implement, subject to approval by City, a pay by phone option at the Properties;
- U. Participate and interact with downtown stakeholders as may be requested and coordinated by the City.

- 8.2 Within one hundred eighty (180) days of the Commencement Date, Interstate shall prepare for approval by the City an operations manual describing specific procedures to be used to manage, maintain and operate the Properties (the "Operations Manual"). Interstate may make reasonable amendments to the Operations Manual during the term of the Agreement as may be requested by the City, provided such amendments clarify a provision or provisions set forth therein, and do not materially alter Interstate's scope of duties or Interstate Expenses without Interstate's consent and/or a mutually agreeable adjustment to the Management Fee.
- 8.3 Provided that Interstate abides by all the terms and conditions hereof and is not in default of this Agreement, City shall not during the term of this Agreement permit the operation of the Properties by any party other than Interstate.
- 8.4 Interstate will perform janitorial maintenance of the Properties to keep them in a clean, neat, orderly and sanitary condition, free of dirt, garbage, rubbish and other refuse and free of objectionable odors, including cleanup after special events, all in a manner as specified in accordance with the maintenance schedule to be developed and included in the Operations Manual and materially based on the sample maintenance schedules attached hereto as Schedule "C".

- 8.5 City agrees to structurally maintain the sidewalks and curb cuts adjacent to the Properties in accordance with applicable municipal statutes. City will also be responsible for all maintenance, repairs and replacements related to the structural, electrical, mechanical, elevator and plumbing systems as well as all maintenance, repairs and replacements related to pavement, sinkholes, sub-surface conditions and all other capital expenditure projects and replacements of parking equipment (subject to Section 9.3). Any structural, mechanical, electrical or other installations or any alterations required by statutes or regulations pertaining to air quality, environmental protection, provisions for persons with disabilities or other similar governmental requirements will be the sole responsibility of City. It is agreed that any actions, costs, claims, losses, expenses, and/or damages resulting from design or structural faults or defects are the responsibility of City.

9 Expenses

- 9.1 Interstate, without reimbursement from the City and as part of the Management Fee, shall pay for the following expenses (the "Interstate Expenses"):
- (a) Payroll including wages, taxes, insurance and benefits;
 - (b) Accounting and audit;
 - (c) Postage and invoicing supplies;
 - (d) Parking equipment repairs and maintenance (capital expenses/costs to be covered by City);
 - (e) Parking equipment license fees as it relates to the equipment specified in Section 9.3;
 - (f) Internet data service for parking equipment specified in Section 9.3;
 - (g) Insurance as required by this Agreement;
 - (h) Snow removal and hauling (as further described below) inclusive of snow removal on sidewalks adjacent to Properties;
 - (i) Maintenance of adjacent right-of-way/boulevard landscaping, shrubs, grass and trash pick-up/collection;
 - (j) Sand and salt supply/application;
 - (k) Annual striping;
 - (l) Semi-annual sweeping or as may otherwise be needed to maintain the facilities in a first class manner;
 - (m) Annual pressure washing of the GTC Garage, Civic Center Ramp and Island Park Ramp;
 - (n) Parking supplies;
 - (o) Uniforms;
 - (p) Interstate's office and cellular telephone service;
 - (q) Purchase, installation, repairs and maintenance of Equipment;
 - (r) Assist City in coordinating updates, if any, to the City's Genetec AutoVu system enabling off-street license plate based revenue enforcement including reimbursement of up to Five Thousand and 00/100 Dollars (\$5,000.00) of applicable costs incurred by the City.
 - (s) Development and ongoing maintenance of a City of Fargo parking website including the features listed in Schedule "D";
 - (t) Corporate overhead.

Snow Removal, Hauling and Winter Maintenance Expectations – Interstate shall be responsible for all snow removal and hauling applicable to subject Properties. Snow

removal operations shall be commenced within 24 hours of a snow event. At a minimum, hauling shall occur within 48 hours of the completion of a snow event and be completed within 72 hours thereafter. A snow event shall be described as any snowfall accumulation in excess of 1" within a 24 hour period. Notwithstanding the foregoing, Interstate shall be allowed to pile snow in Properties to accommodate hauling operations provided such piling shall not impede occupied parking spaces, drive lanes or facility operations and such piling shall not be allowed during periods where temperatures may exceed 32 degrees at any time during a consecutive 24 hour period. Piling shall not be allowed within the Civic Center Ramp or Island Park Ramp and hauling shall be completed in a timely manner and at a minimum within the 72 hour period identified above. Snow removal equipment shall be adapted for use on concrete structures and shall include a rubber-edged blade or equivalent adaptation to eliminate direct contact between the plow blade and parking surface. Additionally, Interstate shall apply sand and salt and other ice control materials to provide reasonably safe driving and walking conditions (in walking appropriate areas), subject to the winter weather conditions at any given time, during winter months and consistent with Schedule C. Interstate shall conduct daily inspections of Properties to inspect for unsafe conditions.

- 9.2 City shall pay for the following expenses (the "City Expenses"); furthermore, City and Interstate acknowledge that from time to time, Interstate may incur one or more of the following expenses in which case such expense shall be deducted from the monthly Settlement as a City Expense paid by Interstate as set forth in Section 3.3.
- (a) Utilities and related services and costs; and
 - (b) Elevator maintenance, building improvements and general repairs and replacements;
 - (c) All other expenses not included in the Interstate Expenses; and
 - (d) All capital improvements not identified in 9.3 (Schedule B).
- 9.3 Interstate, at its sole cost and expense, and in a manner reasonably acceptable to City, shall install the parking equipment set forth in Schedule B (the "Equipment"). If the subject Properties identified in Schedule B are determined to not be appropriate for placement of the Equipment, for any reason, the capital improvement funds in Schedule B shall be directed to other parking system technology improvements as mutually agreed upon by City and Interstate. If, for any reason, this Agreement is terminated prior to sixty (60) months following the Commencement Date, City shall reimburse Interstate for the unamortized portion of the cost of the Equipment based on straight-line amortization at 6.50% simple interest.
- 10 Gross Revenue, Cash Deposits and Disbursements and Controls
- 10.1 Interstate will install and maintain a system of internal controls covering income and expenses.
- (a) Gross Revenue: Interstate will install and maintain an accurate and efficient accounting system for Gross Revenue of the Properties. All records pertaining to Gross Revenue including, without limitation, parking tickets, monthly parking records, coupon and validation stamp sales and redemption records, cash register tapes, cashier reports, daily reports and deposit slips will be available for

examination and audit to City and its authorized representatives upon five days written notice by City to Interstate.

- (b) Disbursements: Interstate will install and maintain at its main office an accurate and efficient accounting system for disbursements of the Net Operating Income. Such system will evidence all monies disbursed by Interstate with respect to the management of the Properties. All records pertaining to Net Operating Income will be maintained by Interstate but will be available to City and its authorized representatives for examination and audit upon five days written notice by City to Interstate.

11 Insurance

- 11.1 Interstate will obtain and maintain the following types of insurance in not less than the indicated amounts in companies authorized to do business in the state where the Properties are located:

- (a) Commercial General Liability \$1,000,000 combined single limit each occurrence and \$2,000,000 aggregate for bodily injury and property damage.
- (b) Umbrella Excess Coverage \$10,000,000
- (c) Crime Policy Limits \$250,000 employee dishonesty
\$20,000 broad form money inside
\$20,000 broad form money outside
- (d) Worker's Compensation Policy Limits Coverage A – Statutory
Coverage B - \$100,000
- (e) With respect to the Commercial General Liability and Umbrella Excess Coverage, City shall be named as an additional insured. A copy of the endorsement shall be forwarded to City.

- 11.2 City represents that it is insured through the North Dakota Insurance Reserve Fund (NDIRF) with regard to comprehensive liability and property/casualty claims.

12 Indemnities

- 12.1 Interstate shall defend, indemnify and hold City, and its officers, members, partners, directors, agents, employees and affiliates harmless from and against any and all actions, costs, claims, losses, expenses and/or damages sustained by City attributable to any breach by Interstate of its obligations under this agreement, any occurrence within the Properties arising due to matters within Interstate's control and anything arising out of the negligence or willful misconduct of Interstate or any of its agents, servants, or employees from any cause, including, without limitation by specification, property damage and/or injury or death to any person or persons. In the event that any action or

proceeding covered by the indemnity provided in this Section 12 is brought against City or any indemnified party, Interstate, upon notice from City or any indemnified party, shall defend such action or proceeding by counsel approved by City or any indemnified party, in writing.

12.2 City shall defend, indemnify and hold Interstate, and its officers, members, partners, directors, agents, employees and affiliates harmless from and against any and all actions, costs, claims, losses, expenses and/or damages sustained by Interstate attributable to any breach by City of its obligations under this agreement, and anything arising out of the negligence or willful misconduct of City or any of its agents, servants, or employees from any cause, including, without limitation by specification, property damage and/or injury or death to any person or persons. In the event that any action or proceeding covered by the indemnity provided in this Section 12 is brought against Interstate or any indemnified party, City, upon notice from Interstate or any indemnified party, shall defend such action.

12.3 The City will, at its own cost and expense, defend, indemnify and hold Interstate harmless from and against any and all actions, costs, claims, losses, expenses and damages sustained by Interstate and arising in connection with the existence of Hazardous Substances in or about the Properties (whether or not such materials or substances were Hazardous Substances at the time they were brought upon the Properties) except to the extent that such Hazardous Substances were brought upon the Properties by Interstate or its officers, members, partners, directors, agents, employees and affiliates. For the purposes of this Agreement, "Hazardous Substances" includes any substance considered hazardous or toxic under any law or regulation now or hereafter brought into force by any governmental authority having jurisdiction over the City, Interstate or the Properties.

12.4 The indemnities set out in this section will survive to the extent of the applicable statute of limitations related to the action being claimed.

13 Waiver of Subrogation

13.1 City does hereby waive all rights of recovery, if any, on its own behalf and that of its property/casualty insurance carrier against Interstate for damage to, or destruction of, the Properties and any improvements, equipment or other property of City located on the Properties in the event such damage or destruction is caused by fire or other casualty which can be covered under a standard fire and extended coverage insurance policy, which City is required to carry or self-insure pursuant to Section 11.2 hereof.

14 Assignment

14.1 Interstate will not assign its rights or delegate its duties hereunder without the prior written consent of City.

15 Arbitration

15.1 Any controversy or claim arising out of or relating to this Agreement or the breach thereof will be settled by arbitration in the state in which the Properties are located and in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction. The City and Interstate shall exercise reasonable good faith efforts to select a mutually agreeable single arbitrator within 48 hours, and they may also agree to use rules of arbitration other than those of the American Arbitration Association. The parties agree to meet at a mutually agreeable time and location with 48 hours of selecting the arbitrator. The prevailing party in such arbitration action will be entitled to recover, in addition to any other remedy available to it, its reasonable attorneys' fees and costs, including, but not limited to, its reasonable collection fees and costs.

15.2 Nothing herein shall be construed to prevent any party from seeking equitable relief in a court of competent jurisdiction where the Properties are located.

16 No Hiring of Employees

16.1 City agrees that neither it nor any of its affiliates or subsidiaries will employ, in any capacity, any person that Interstate has employed as a supervisor, manager or administrative employee during the Term of this Agreement without the written approval of Interstate. This provision will survive the expiration or other termination of this Agreement for a period of two years.

17 Notices

17.1 Any notice required or permitted to be given pursuant to this Agreement shall be valid only if in writing. Any person required to give notice pursuant to this Agreement shall have the burden of proving the validity of the notice. All notices or other communications made pursuant hereto shall be deemed properly delivered, given or served when (a) one day after the date such notice is sent by Federal Express or similar one-day private carrier service, or (b) faxed to the following addresses and/or facsimile numbers:

If to City:

City of Fargo
Attn: Jim Gilmour, Planning Director
200 3rd Street North
Telephone No.: 701.241.1473
Facsimile No.: 701.241.1526

If to Interstate:

Interstate Parking Company of North Dakota LLC
Attn: Paul Schnettler
609 S 10th Street Suite 200
Minneapolis, MN 55404

Telephone No.: (612) 375-1301
Facsimile No.: (612) 375-0013

With a copy to:

Interstate Parking Company of North Dakota LLC
Attn: Thomas G. Bernacchi
710 North Plankinton Avenue
Milwaukee, WI 53203
Telephone No.: (414) 274-2637
Facsimile No.: (414) 274-2744

And:

General Counsel:
Zilber, Ltd.
Attn: James B. Young
710 North Plankinton Avenue, Suite 1200
Milwaukee, Wisconsin 53203
Telephone No.: (414) 274-2421
Facsimile No.: (414) 274-2710

18 Modification

- 18.1 This Agreement will constitute the entire agreement between the parties hereto, and it may not be amended except in a written document signed by each party.

19 Severability

- 19.1 In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

20 Benefits and Burdens

- 20.1 The terms and conditions hereof will be binding upon and will inure to the benefit of City, Interstate and their respective successors and assigns.

21 Independent Contractor

- 21.1 Interstate is an independent contractor; nothing herein will be construed to create a fiduciary relationship, partnership, joint venture or other business relationship between the parties.

22 No Agency

22.1 This Agreement does not constitute a lease, a partnership or an agency and nothing contained in this Agreement is to be construed as constituting one party the agent of the other or to limit in any manner, either party in the carrying out of its own respective business or activities.

23 Governing Law

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

The remainder of this page intentionally left blank – signature page and exhibits follow

IN WITNESS WHEREOF, City and Interstate have caused this Agreement to be executed as of the date first set forth above.

CITY:

CITY OF FARGO

By: 

Name: Timothy J. Mahoney, Deputy Mayor

INTERSTATE:

INTERSTATE PARKING COMPANY OF NORTH DAKOTA LLC

BY: TOWNE PARKING, LLC MANAGING MEMBER

By: 

Name: Thomas G. Bernacchi, Vice President

Schedule "A"
Properties

Properties	Total Spaces
2nd Ave N (North Lot)	100
2nd Ave N (South Lot)	65
3rd Ave N (US Bank Lot)	40
Civic Center Ramp	250
NP Avenue Lot	145
Civic Center Lot	450
Island Park Ramp	400
GTC Garage	185
Main Avenue Lot	75
3rd Street N (Machinery ROW)	145
4th Street N Lot	175
Total	2,030

Schedule "B"
Equipment

Technology Capital Investment Summary	Capital Cost	Annual Operating Cost
Multi-Space Pay Stations	\$ 33,897	\$ 3,330
Total	\$ 33,897	\$ 3,330

Multi-Space Pay Station and Enforcement Capital Investment Detailed Breakdown		Retail Cost	Quantity	Total Retail Cost	Interstate Discount	Total Cost
Digital Payment Technologies Luke II Multi-Space Pay Station (Includes bill and coin acceptance, spare cassettes, heater, integrated GSM modem options)						
		\$ 17,020	3	\$ 51,060	53%	\$ 23,998
Pay Station Installation		\$ 2,500	3	\$ 7,500	0%	\$ 7,500
Pay Station Canopies		\$ 1,230	3	\$ 3,690	35%	\$ 2,399
Total Cost				\$ 62,250		\$ 33,897

Multi-Space Pay Stations - Location Breakdown Detail

Location	Total Spaces	Quantity	Cost
2nd Ave N (South Lot)	65	1	\$ 11,299
NP Avenue Lot	145	2	\$ 22,598
Total	2,005	3	\$ 33,897

Schedule "C"
Sample Maintenance Schedules

Interstate Parking Company



Class "A" Ramp Maintenance Schedule

	Daily	Weekly	Semi - Monthly	Monthly	Quarterly	Semi-Annually	Semi-Annual Seasonal	Annually	Other
Cleaning									
Sweeping around high traffic areas	X								
Empty trashcans and ash trays	X								
Check/refill as necessary - paper towel and windshield washer fluid in self-service stations	X								
Litter pick-up on all floors including elevator lobbies	X								
Electrical									
Check light fixtures daily - report problems	X								
Painting									
Check appearance of walls, signs and curbs - touch up paint if required					X				
Check rust spots on:									
- Doors and door frames									
- Handrails and guard rails									
- Pipe guards, exposed pipes and conduits					X				
- Other metal					X				
Check appearance of curbs, striping and walls					X				
Parking Equipment									
Wipe down equipment		X							
Check operation of equipment	X								
Check for protective guard on gate arm	X								
Safety Equipment									
Check for pedestrian hazards	X								
Check convex mirror positioning		X							
Signs									
Check signs for cleanliness		X							
Structural System									
Check for:									
- Floor surface deterioration									
- Water leakage									
- Cracking of concrete									
- Rusting steel or rust spots					X				
Power Sweeping							X	Spring	
Hot water power washing - degrease floors							X	Spring	
Water blast cleaning							X	Spring	
Ice Control									
Check ramps for snow/ice and treat as necessary	X							Seasonal	

Surface Lot Maintenance Inspection

Report Following to Manager	Daily	Weekly	Monthly
Inspect lot for litter and debris, collect and deposit in designated trash container	x		
Check lot for tripping hazards	x		
Change bags in trash receptacles	x		
Check signage for graffiti and other damage		X	
Check lighting for operability and ensure photo sensors are working properly (lights should not be on in daylight)	x		
Check fence/cables for integrity		x	
Clean meters/pay station area	x		
Winter - check lot for icy conditions, especially around pedestrian walkways, sidewalks and pay station(s)	x		
Walk area sidewalks and inspect for unsafe conditions, collect litter and debris			x
Check pavement for tripping hazards or signs of deterioration; report to manager			x

Schedule "D"
Website Features

- Interactive Google map including all Properties
- Information pages including information pertaining to the City's on and off street downtown parking system
- Integrated live chat for online communication between customers and Interstate staff
- Customizable contact forms for residential, service and construction and monthly contract parking permit application
- Access to Interstate's online monthly parking account management system
- Link to City's online citation payment website
- Integration of Survey Monkey (or comparable web based survey program) survey forms as may be created for customer surveys by Interstate and City from time to time
- Capability to host compatible informational videos, notices, advertisements and presentations as may be created by Interstate or City from time to time
- Listing of special event parking information including event information and links to event websites, if applicable
- Built on HTML5 content management system
- Designed with basic SEO maximization features

EXHIBIT B

SECOND AMENDMENT TO PARKING MANAGEMENT AGREEMENT

[Interstate Parking Company Of North Dakota LLC/city of Fargo]

This Amendment to Management Agreement is made effective the 4th day of January, 2015, by INTERSTATE PARKING COMPANY OF NORTH DAKOTA LLC, a North Dakota limited liability company, ("Interstate") and the CITY OF FARGO, a North Dakota municipal corporation ("City").

WHEREAS, Interstate and City entered into a Management Agreement pertaining to parking within the City effective December 3, 2014 which was amended on August 17, 2015, said agreement as amended to be referred to herein as the "Agreement"; and

WHEREAS, the City and Interstate are desirous of having the scope of services to be provided by Interstate to be modified and expanded to include parking management for on-street parking within the downtown, and other designated areas within the city of Fargo, including the issuance of parking tickets as part of the parking management services; and

WHEREAS, Interstate and City are desirous of modifying the manner in which Interstate is compensated for the services to be provided; and

WHEREAS, therefore, the City and Interstate wish to amend the Agreement, accordingly;

NOW, THEREFORE, Interstate and City agree to amend the Agreement as follows:

Section 1. In addition to the scope of services provided by the Agreement, Interstate shall provide on-street parking enforcement in the On-street Areas, defined below. Interstate shall provide two full-time-equivalent personnel for such enforcement in the On-street Areas. Interstate and the City will coordinate the level of service and the scheduling of such enforcement; and City shall provide the necessary enforcement equipment and infrastructure as further detailed in Exhibit A. As compensation for this additional scope of services, the City shall remit payment to Interstate for such services based upon an hourly pay rate of twenty-six and no/100 dollars (\$26.50) per hour; to be adjusted annually based on the CPI Adjustment as described in Section 3.1(a) of the Agreement. Any enforcement services above the minimum personnel thresholds set forth above shall be compensated at an hourly pay rate of nineteen and no/100 dollars (\$19.00) per hour; to be adjusted annually based on the CPI Adjustment as described in Section 3.1(a) of the Agreement.

Interstate shall be responsible for administering parking ticket appeals and adjudication.

The "On-street Areas" shall be defined as follows:

The area bounded by 8th Avenue North, University Drive, 2nd Avenue South (all inclusive of such streets) and the Red River.

Section 2. The additional scope of services provided by this amendment may be modified or terminated by the City upon thirty (30) days' written notice. Unless otherwise specifically stated in such written notice, the termination of said additional scope of services shall not be deemed to affect the remainder of the Agreement. Upon termination of said additional scope of services, Interstate shall be paid for services provided and, therefore, compensation earned to the date of said termination.

Section 3. To the extent that this Amendment conflicts with the original Agreement, the terms of this Amendment shall be applicable.

Section 4. In all other respects the Agreement shall remain in full force and effect.

This amendment to the Agreement shall be effective as of the date last executed, below.

DATED: 12/12/15 INTERSTATE PARKING COMPANY OF NORTH DAKOTA
LLC
By: Towne Parking, LLC, its Managing Member

By: [Signature]
Name: John W. Kersey
Title: the EVP of Towne Parking, LLC

DATED: 1/4/16 CITY OF FARGO
a North Dakota municipal corporation

By: [Signature]
Timothy J. Mahoney, Mayor

ATTEST:

[Signature]
Steven Sprague, City Auditor

EXHIBIT A

AGREEMENT RESPONSIBILITIES

1. General Agreement Terms & Assumptions:

- a. Interstate Parking would be responsible for parking enforcement within the boundary defined in the Agreement. Enforcement would include ticket issuance for any non-moving violation with a specific focus on time zones and night parking. Initially, Interstate Parking would focus on time-zone enforcement and 'parking ambassador' duties with night enforcement responsibilities increasing in the Spring of 2016.
- b. Parking tickets (on-street) would be issued using citation management software and hardware as provided and procured by the City, or as may otherwise be negotiated between Interstate and City.
- c. Ticket appeals and adjudication for parking violations (issued by Interstate) within the downtown area would be administered by Interstate – utilizing infrastructure provided by the City.
- d. License Plate Recognition (LPR) technology would be utilized for both on-street and off-street enforcement.

2. Interstate Parking:

- a. Compensation (\$26.50 per hour) for enforcement services is an "all inclusive" fee which shall include management fees, labor costs, payroll, health benefits, insurance, fuel, general vehicle repair and maintenance and supplies.
- b. Compensation outlined in the agreement at \$19.00 per hour is intended to provide the flexibility (future) to add or increase night parking enforcement beyond the two full-time equivalent personnel.
- c. Parking equipment repair and maintenance (capital expenses and replacement costs to be covered by the City).
- d. One (1) enforcement vehicle with ownership and insurance to be covered by Interstate. This vehicle will be outfitted with an LPR unit (provided and installed by City) and wrapped (Interstate expense).
- e. Insurance coverage on a 2nd enforcement vehicle that will be owned by the City and provided to Interstate for enforcement purposes.

3. City of Fargo:

- a. One (1) enforcement scooter. The City shall maintain ownership. Insurance shall be covered by Interstate. City shall cover costs to wrap and brand the vehicle.
- b. Parking equipment license fees, software updates, etc.
- c. Acquisition and install costs associated with a 2nd LPR unit.
- d. All parking enforcement equipment capital and replacement expenses (unless otherwise specified) including citation management software and hardware.

15

September 23, 2019

Board of City Commissioners
City Hall - 224 N 4th Street
Fargo, ND 58102

Dear Commissioners:

The City of Fargo Transit Department respectfully requests approval of the attached Amendment #4 to the Contract with First Transit to revise the Management Fee and hourly driver rates for both fixed route and paratransit for the period August 1, 2019, through December 31, 2020.

Fargo had a three-year contract with First Transit to operate the fixed route and paratransit system, including management, dispatchers and drivers for the period January 1, 2016, through December 31, 2018. With an option to extend up to two additional years. Last November you approved amendment #3 to continue services through the end of 2019. At this time staff is requesting an 18 month extension to the contract starting August 1, 2019. The attached Amendment #4 has includes the driver wage rate approved by City Commission on July 15, 2019. Appendix 15 is also included which shows the increase to the driver wages, contingent upon proof First Transit.

Requested motion: Approve attached Amendment #4 to the First Transit and City of Fargo contract to revise the fees for the period of August 1, 2019 through December 31, 2020.

Sincerely,

Matthew Peterson

Matthew G. Peterson, Assistant Transit Director
City of Fargo

/attachment

**AMENDMENT NO. 4
TO AGREEMENT BETWEEN CITY OF FARGO AND FIRST TRANSIT**

THIS AMENDMENT NO. 4, made this ____ of _____, 2019, by and between the City of Fargo, hereinafter referred to as "CITY," and First Transit, hereinafter referred to as "CONTRACTOR."

WHEREAS, CITY and CONTRACTOR previously entered into an Agreement and two Amendments to the Agreement, to provide CITY with management, supervisory and operational services for its fixed route and paratransit system, (the Agreement and two Amendments are attached hereto as Exhibit A, and collectively referred to as the "Agreement"); and

WHEREAS, CITY AND CONTRACTOR agree that to recruit employees and fill vacancies, the minimum wage scale for drivers and dispatchers needs to be increased; and

WHEREAS, CITY AND CONTRACTOR desire to revise Appendix 15 to increase the minimum wage rates effective August 1, 2019, and

WHEREAS, the Agreement provides for an option to extend the contract for an additional one-year period from January 1, 2020 to December 31, 2020; and

WHEREAS, CITY also desires to exercise the remaining one-year option with CONTRACTOR to extend the Agreement from January 1, 2020 to December 31, 2020; and make changes to the management fees for Fixed Route service set out in the Agreement.

NOW, THEREFORE, the Agreement is hereby further amended as follows:

- A. The parties hereby extend the Agreement for an additional one-year period beginning January 1, 2020, through and including December 31, 2020.
- B. Paragraph 8.3.1 of the Agreement is hereby amended, effective August 1, 2019, so that the rate for fixed route dispatch is as follows:

	Annually	Monthly
August 1, 2019 through December 31, 2019:	\$ 241,767	\$ 20,147
January 1, 2020 through December 31, 2020:	\$ 242,263	\$ 20,189

- C. Paragraph 8.3.2 of the Agreement is hereby amended, effective August 1, 2019 for the rate per vehicle service hour for fixed route is as follows:

	Hourly Rate
August 1, 2019 through December 31, 2019:	\$ 29.26
January 1, 2020 through December 31, 2020:	\$ 28.91

This rate will be reduced to \$24.96 until CITY receives proof CONTRACTOR'S employees are receiving the wages outlined in Attachment A, Appendix 15, Minimum Wages and Benefits as of August 1, 2019.

- D. Paragraph 8.3.3 of the Agreement is hereby amended, effective August 1, 2019 for rate per vehicle service hour for paratransit as follows:

	Hourly Rate
August 1, 2019 through December 31, 2019:	\$ 26.96
January 1, 2020 through December 31, 2020:	\$ 27.59

This rate will be reduced to \$24.61 until CITY receives proof CONTRACTOR'S employees are receiving the wages outlined in Attachment A, Appendix 15, Minimum Wages and Benefits as of August 1, 2019.

- E. Paragraph 8.3.4 of the Agreement is hereby amended, effective August 1, 2019 for a fixed monthly rate for management services as follows:

	Annually	Monthly
August 1, 2019 through December 31, 2019:		
Fixed Route	\$427,775.79	\$ 35,647.98
Paratransit	\$146,427.05	\$ 12,202.25
GTC	\$ 49,219.91	\$ 4,101.66
January 1, 2020 through December 31, 2020:		
Fixed Route	\$499,319.94	\$ 41,610.00
Paratransit	\$158,746.97	\$ 13,228.91
GTC	\$ 54,167.99	\$ 4,514.00

- F. Paragraph 8.3.5 of the Agreement is hereby amended, effective August 1, 2019 for reimbursement of actual annual rate for the performance bond estimated as follows:

	Annual
January 1, 2020 through December 31, 2020:	\$ 12,543

The actual annual performance bond cost will be billed to the CITY on the January invoice of each year, and include the original bond and proof of payment by CONTRACTOR.

Attachment A, Appendix 15, Employee Compensation: Drivers and dispatchers must be paid at a minimum the wages and benefits as outlined in the revised Attachment A, Appendix 15, Year 4, effective August 1, 2019. The Year 4 employee compensation rates will not take effect until proof is provided by CONTRACTOR that the new wages are being paid to the drivers and dispatchers. Proof will consist of providing CITY a copy of the appropriate portion of the agreement between CONTRACTOR and the respective union.

To the extent the modifications or amendments set forth in this Amendment No. 4 to Agreement contradict the terms of the Agreement, the terms of this Amendment No. 4 shall be interpreted to control and govern.

All other terms of the Agreement not modified by this Amendment No. 4 will remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 4 to Agreement to be executed effective the day and year first above written.

CITY OF FARGO

BY: _____
Timothy J. Mahoney, Mayor

BY: _____
Steve Sprague, City Auditor

FIRST TRANSIT

BY: John Mathews

Its: Senior Vice President

BY: _____

Its: _____

MINIMUM WAGES AND BENEFITS
Fixed Route and Paratransit Bus Operators
Fixed Route Dispatchers

Probationary Period:

The Cities of Fargo and Moorhead require a 1-year probationary period for all employees hired under this contract. For purposes of this appendix probationary period refers to the employees ability to perform necessary job functions only and does not refer to when benefits will become available to each employee. Performance reviews shall be given to each employee at 30 days, 60 days, 90-days, 180-days, 1-year and no less than annually thereafter.

Contractor:

The employee hire date will be based off the employee's personal anniversary hire date (month, day, and year) of when the employee was hired. Employees will be paid, according to the step progression scale listed below, based on years of service from their original hire date with the current or previous contractor of this service; whichever is greater.

The employee seniority date will be based off the date (month, day, and year) of when the employee began revenue service with the current or previous contractor of this service or the date said employee changes employment status with current contractor.

Change of employment status is anytime the employee switches from full-time to part-time or part-time to full-time, or anytime an employee changes from one department to another (i.e. Bus Operator to Dispatcher).

Wages:

All new and current bus operators and dispatchers will be paid at the rates listed below. Drivers and dispatchers working at least 32 hours per week shall be guaranteed, at a minimum, the wages and benefits listed during the term of this contract.

MINIMUM WAGES IN CONTRACTOR'S PROPOSAL:

Year	Step	Driver Minimum Wage Per Hour 2019	Dispatcher Minimum Wage Per Hour 2019
0	1	\$ 18.00	\$ 18.50
>1	2	\$ 18.36	\$ 18.86
>2	3	\$ 18.73	\$ 19.23
>3	4	\$ 19.10	\$ 19.60
>4	5	\$ 19.61	\$ 20.11
>5	6	\$ 20.20	\$ 20.70
>10	7	\$ 20.60	\$ 21.10
>15	8	\$ 21.01	\$ 21.51
>20	9	\$ 21.55	\$ 22.05
>25	10	\$ 22.09	\$ 22.59

APPENDIX 15

- i. Employees who move horizontally on the wage scale in the 5-10 year rate row shall receive a longevity addition of \$.07 per hour to the above rates.
- ii. Employees who move horizontally on the wage scale in the 10-15 year rate row shall receive a longevity addition of \$.12 per hour to the above rates.
- iii. Employees who move horizontally on the wage scale in the 15-20 year rate row shall receive a longevity addition of \$.17 per hour to the above rates.
- iv. Employees who move horizontally on the wage scale in the 20-25 year rate row shall receive a longevity addition of \$.22 per hour to the above rates.
- v. Employees who move horizontally on the wage scale in the 25+ year rate row shall receive a longevity addition of \$.27 per hour to the above rates.

Paid-time off (PTO): (Vacation and Sick Time)

All PTO will be earned on an annual basis as described herein.

Regular PTO:

After the first complete year of employment, upon the employee's personal anniversary hire date, the employee shall receive 7 days regular PTO and the employee shall begin to accrue regular PTO. Regular PTO will be the employee's main PTO and will be used any time the employee needs time off regardless if the time off is sick time or vacation time. All regular PTO hours must be used within 12 months of the employee's annual personal anniversary date or the hours will be forfeited. Upon separation of employment from the contractor during the first year of employment, no payout of regular PTO will be made. Thereafter, upon separation of employment from the contractor, the employee will be paid out for the remaining regular PTO balance.

Banked PTO:

Banked PTO is an additional PTO benefit an employee receives. An employee will begin accruing banked PTO at .42 days per month beginning upon the employee's personal anniversary hire date. The employee shall have access to their accrued banked PTO (accrued at .42 days per month) after the employee has completed 90 days of employment. Banked PTO can only be used once the employee has exhausted all of their regular PTO hours. Banked PTO hours (up to 40 hours per year (5 days), may be carried over from year to year up to a maximum total of 120 hours,(15 days). Upon separation of employment from the contractor, the employee will not be paid out for any of the banked PTO hours balance.

Chart of hours and days are listed below.

Years of Service	Regular PTO (Hours)	BANKED PTO (Hours)	Regular PTO (Days)	BANKED PTO (Days)
0 – 12 Months	0	40	0	5
>1 YR but < 3 YRS	56	40	7	5
>3 YRS but <10 YRS	80	40	10	5
>10 YRS but < 15YRS	120	40	15	5
>15 YRS	160	40	20	5

PTO can only be taken in 4 hour (1/2 Day) or 8 hour (Full Day) increments.

Health / Welfare:

A group health-insurance plan shall be offered to employees working at least 32 hours per week. Health insurance is required to be provided to employees. The employer shall pay a minimum of 70%

APPENDIX 15

of a single premium under this plan or, if the employee chooses not to enroll in the health insurance plan, shall pay the employee a stipend to spend elsewhere valued at 30% of the single premium.

Paid Holidays:

Employees shall be eligible for holiday pay immediately upon entry into revenue service. Paid holidays are to include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

401(k):

The contractor is to offer a 401K retirement plan, with a company match.

Short-term Disability Insurance:

Contractor shall pay for a short-term disability insurance policy for all employees and shall pay 100% of the premium.

SRC Hospital Indemnity:

Employees have the option to enroll in First Transit's SRC Hospital Indemnity insurance program. This program offers single to family enrollment options in addition to the medical insurance plans. This program provides our employees' reassurance of financial stability in the event the employee or family members are hospitalized.

Health Savings Account (HSA):

The contractor health insurance allows for employees to contribute a HSA account. The amount contributed to the account is determined by the employee and may be used for out-of-pocket health care costs.

IRS Section 125 Plan:

During the term of this agreement First Transit shall, if applicable and allowable by law, allow employees to participate in the IRS Section 125 plan, thus providing pre-tax cost savings to our employees.

Bereavement Leave:

Employees are eligible for bereavement leave the day before, the day of, and the day after an immediate family member's funeral. Immediate family members include, spouse, mother or father, brother or sister, mother-in-law or father-in-law, grandparents of employee or spouse, children of the employees, stepfather, step-mother, step-sister, step-brother, and step-children

Safety Meetings:

Attendance at monthly safety meetings is required. Employees will be paid to for time at monthly safety meetings.

Dental Coverage Plans

Full time employees may enroll in the contractor's Dental Coverage plan during the enrollment period. The contractor will cover 50% of the single coverage cost for each employee who chooses to enroll in dental coverage.

Life and AD&D Insurance / Voluntary Life and Voluntary AD&D Insurance:

Employees receive ten thousand dollars (\$10,000) in life and AD&D insurance fully paid by the contractor. The employee through voluntary plans may purchase additional life and accidental death and disability insurance.

Vision Insurance:

Employees have the option to enroll in the contractor's vision insurance program. This program offers single to family enrollment options to help ensure vision care is affordable to all contractor employees.

Safety and Customer Service Incentives:**Safety Bonus:**

An employee who performs their job exhibiting superior safety habits and behaviors will be rewarded! The monthly payment for each employee who achieves this goal is \$50.00 for full time employees and \$25.00 for part time employees. Employees who receive this bonus for the entire quarter (3 months) will be given an additional bonus of \$100.00 for full time employees and \$50.00 for part time employees.

Eligibility requirements:

- The employee must complete a pre/post trip inspection each day they work
- The employee must have no preventable collisions or passenger injuries
- The employee has no preventable safety incidents resulting in any personal/passenger injury, damage, or other safety related issues
- The employee must have no traffic violations in company or personal vehicles

The Safety Bonus is a pass-through bonus which will be billed to the City of Fargo and City of Moorhead at the end of each month on their regular invoices

Part-Time employees must work at least 40 hours per month in order to receive this bonus.

Incentive Bonus:

The Incentive Bonus program will reward employees that provide excellent customer service, have perfect attendance, and exhibit superior performance and behavior when performing all job functions. Employees have the opportunity to earn an additional \$1,000.00 per year. This bonus will be paid out at \$50.00 per month for full time employees who achieve the requirements listed below. Any full time employee who has achieved this bonus for the entire quarter (3 months) will be given an additional \$100.00 at the end of the quarter.

Eligibility requirements:

- No verifiable passenger complaints or incidents
- Have a perfect attendance record
 - Zero attendance points for current month (Late, absent, etc.)
- Be in a full and clean uniform at all times (shirt, trousers, tie, and plain black shoes)
- Completing and turning in all paperwork with no missing information; including: Manifests, DVIR for Pre and Post trip inspections, Payroll exception forms
- No ADA Violations (i.e. P.A. Announcements, lowering ramp/kneeler)
- Attended the monthly safety meetings
- Having no other discipline incidents / actions

Part-Time employees are not eligible for this bonus.

Quarterly payouts will be paid on the following scale.

Quarter	Start Month		End Month	Payout Month
1	January	-	March	April
2	April	-	June	July
3	July	-	September	October
4	October	-	December	January

(16)

September 23, 2019

Board of City Commissioners
City Hall - 200 N 3rd Street
Fargo, ND 58102

Dear Commissioners:

On August 26, 2019 the Fargo City Commission rejected the sole bid received from Gast Construction and authorized rebidding of the Ground Transportation Center (GTC) Renovation Design/Bid/Build as one project to include the main GTC renovation plus the Jefferson Lines Ticketing & Storage services.

The attached Amendment No. 1 to the City of Fargo and KLJ, Inc. April 2019 agreement, outlines \$4,210.61 in additional costs to repackage design, plans and specifications and integrating them with the GTC Remodel. The full amount of this Amendment will be borne by Jefferson Lines, Inc. as outlined in the attached Amendment No. 1.

In addition to Amendment No. 1, please note the attached summary 'Opinion of Probable Construction Cost Estimate' and each of three portions of the project (GTC Remodel, GTC Jefferson, and GTC Underground) broken down individually.

The requested motion: *Approve the attached Amendment No. 1 to the April 2019 agreement between the City of Fargo and KLJ, Inc.*

Sincerely,



Julie Bommelman
Transit Director
City of Fargo

/attachment

AMENDMENT TO ENGINEER-OWNER AGREEMENT
Amendment No. 1

Background Data

- a. Effective Date of Engineer-Owner Agreement: April 2019
- b. Engineer: Kadrmaz, Lee & Jackson
- c. Owner: City of Fargo
- d. Project: GTC Jefferson Ticketing/Storage Counter
- e. This Part of the Project: Re-bid Project with GTC Remodel

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

The project was originally bid in July 2019. Due to lack of bidder participation and high bid prices, the project is going to be rebid in conjunction with the GTC Remodel (KLJ Project 1804-00689) in late 2019 with an anticipated substantial completion date for the Jefferson portion of the project in March of 2020. The services included with this amendment include repackaging design, plans and specifications and integrating them with the GTC Remodel. It does not include redesign or modifications to the original design that was issued in July 2019. Due to the two projects having different funding sources (i.e. two different grants), the bid package will be structured to separate the project costs between Jefferson and the City of Fargo.

Agreement Summary

a. Original agreement amount:	\$35,987.60
b. Net change for prior amendments:	\$0
c. This amendment amount:	\$4,210.61
d. Adjusted Agreement amount:	\$40,198.21

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 August 30, 2019.

ENGINEER: Kadrmas Lee & Jackson, Inc.

OWNER: City of Fargo



By: Mark Anderson

By: Tim Mahoney, MD

Title: Vice President

Title: Mayor

Date Signed: 9/3/19

Date Signed: _____



ENGINEERING FEES

GTC - JEFFERSON TICKETING/STORAGE COUNTER - Contract Amendment No. 1 August 30, 2019							
1.	Direct Labor	Hours	X	Rate	=	Project Cost	Total
	Project Assistant	1	X	24	=	\$ 24.00	\$ 24.00
	Structural Engineer IV	8	X	58	=	\$ 464.00	\$ 464.00
	Structural Engineer III	4	X	43	=	\$ 172.00	\$ 172.00
	Planner IV	0	X	60	=	\$ -	\$ -
	CADD Tech III	4	X	32	=	\$ 128.00	\$ 128.00
			X		=	\$ -	\$ -
	Subtotal				=	\$ 788.00	\$ 788.00
2.	Overhead/Indirect Cost (expressed as indirect rate x direct labor)					185.39%	\$ 1,460.87
3.	Subcontractor Costs					\$ 1,691.87	\$ 1,691.87
4.	Materials and Supplies Costs					\$ -	\$ -
5.	Travel Costs					\$ -	\$ -
6.	Fixed Fee					12%	\$ 269.86
7.	Miscellaneous Costs					\$ -	\$ -
	Total Cost				=		\$ 4,210.61



PROJECT 1804-00689, 1904-00485, 1904-00486
 SHEET NO. 1 OF 1
 CALCULATED BY cjm DATE 9/17/2019
 CHECKED BY cgm DATE 9/17/2019

Project Name	City of Fargo Project No.	% of Design Completed	A/E Fees*	General Construction	Mechanical Construction	Electrical Construction	10% Contingency	Total Project Cost
GTC - Jefferson	F19011	95	\$ 40,198.21	\$ 79,317.28	\$ 16,500.00	\$ 16,500.00	\$ 11,231.73	\$ 163,747.22
GTC - Remodel	F18006	60	\$ 352,211.96	\$ 1,968,127.28	\$ 350,000.00	\$ 232,500.00	\$ 255,062.73	\$ 3,157,901.97
GTC - Underground	BP0041	30	\$ 161,446.61	\$ 540,000.00	\$ 71,500.00	\$ -	\$ 61,150.00	\$ 834,096.61
Grand Total								\$ 4,155,745.80

*Jefferson fee includes contract amendment for \$4,210.61 (rebid), GTC Underground fee includes fee reduction of \$17,771.77 (reduced scope)



Opinion of Probable
Construction Cost Estimate

PROJECT
SHEET NO.
CALCULATED BY
CHECKED BY

1904-00485
1 OF
CLM DATE 9/17/2019
CGM DATE 9/17/2019

GTC Jefferson (F19011) - 95% Submittal	
General Construction	Estimated Cost
Division 1 - General Requirements	\$ 12,040.00
Division 2 - Demolition	\$ 8,700.00
Division 3 - Concrete	\$ 810.00
Division 4 - Masonry	\$ 2,900.00
Division 5 - Metals	\$ 2,160.00
Division 6 - Wood and Plastics	\$ 7,898.00
Division 7 - Thermal and Moisture Protection	\$ 1,200.00
Division 8 - Openings/Doors and Windows	\$ 25,055.00
Division 9 - Finishes	\$ 9,116.00
Division 10 - Specialties	\$ 940.00
Subtotal General Construction	\$ 70,819.00
12% Profit & Overhead	\$ 8,498.28
Mechanical Construction	
Division 21-25	\$ 16,500.00
Electrical Construction	
Division 26-28	\$ 16,500.00
Subtotal All Construction	\$ 112,317.28
10% Contingency	\$ 11,231.73
A/E Fees	\$ 40,198.21
Grand Total All Construction	\$ 163,747.22

*As prepared by Foss, KFL, & Vareberg



Opinion of Probable Construction Cost Estimate

PROJECT SHEET NO. 1804-00689
 1 OF 1
 CLM DATE 9/17/2019
 CHECKED BY DATE

GTC Remodel (F18006) - 60% Design Submittal*	
General Construction	Estimated Cost
Division 1 - General Requirements	\$ 237,000.00
Division 2 - Demolition	\$ 184,600.00
Division 3 - Concrete	\$ 16,073.00
Division 4 - Masonry	\$ 57,895.00
Division 5 - Metals	\$ 42,640.00
Division 6 - Wood and Plastics	\$ 80,606.00
Division 7 - Thermal and Moisture Protection	\$ 290,376.00
Division 8 - Openings/Doors and Windows	\$ 130,143.00
Division 9 - Finishes	\$ 122,841.00
Division 10 - Specialties	\$ 14,250.00
Division 12 - Furnishings	\$ 100,600.00
Division 13 - Special Construction	\$ 151,000.00
Deck Repairs and Renovations	\$ 329,232.50
Subtotal General Construction	\$ 1,757,256.50
12% Profit & Overhead	\$ 210,870.78
Mechanical Construction	
Division 21-25	\$ 350,000.00
Electrical Construction	
Division 26-28	\$ 232,500.00
Subtotal All Construction	\$ 2,550,627.28
10% Contingency	\$ 255,062.73
A/E Fees	\$ 352,211.96
Grand Total All Construction	\$ 3,157,901.97

(Modify existing canopy)

(Includes work for canopy lighting)

*As prepared by Foss, KFI, Kimley-Horn, KLJ, Vareberg

GTC Remodel - Potential Add Alternates	
General Construction	Estimated Cost
Replace/refurbish fence between GTC & Municipal Court	\$ 19,200.00
Multiple Temperature Controls in Offices	\$ 50,000.00



Opinion of Probable Construction Cost Estimate

PROJECT 1904-00486
SHEET NO. 1 OF 1
CALCULATED BY cjm DATE 9/17/2019
CHECKED BY DATE

GTC Underground Parking Garage (BP0041) - 30% Design Submittal*	
Maintenance or Repair Item	Estimated Construction Cost
<i>General Construction</i>	
Repair Beam/Wall Connection	\$ 50,000.00
Install Drain Tile around Garage Perimeter	\$ 490,000.00
<i>Mechanical Construction</i>	
Replace rusted ductwork where required and replace motorized dampers that are inoperable	\$ 37,000.00
Replace CO detectors with new CO/NO2 detectors and commission system	\$ 34,500.00
Subtotal	\$ 611,500.00
10% Contingency	\$ 61,150.00
A/E Fees	\$ 161,446.61
Total	\$ 834,096.61

(Reduced to reflect reduction in scope)

* As prepared by KLJ, Kimley-Horn & KFI

GTC Underground Parking - Future Maintenance Projects**	
Items	Estimated Cost
Isolation Joints (Leveling and Replacement)	\$ 9,350.00
Modernize elevator	\$ 90,000.00
Address corrosion in fire sprinkler system	\$ 25,000.00
Repair Spalled Concrete Walls and Beams	\$ 42,500.00
Spall Repairs in Garage Slab on Grade	\$ 10,700.00
Repair Cracks in Concrete Columns & Walls	\$ 2,500.00
Replace emergency lighting	\$ 5,040.00

** Estimate prepared with input from Foss, KFI, and Vareberg. Costs do not include contingency or inflation

REPORT OF ACTION

(17)

UTILITY COMMITTEE

Project No. WA1301

Type: Project WA1301 Change
Orders – Electrical Contract

Location: Water Treatment Plant Expansion

Date of Hearing: 9/19/19

<u>Routing</u>	<u>Date</u>
City Commission	9/23/19
Project File	

Troy Hall, Water Utility Director, presented the attached memo related to change orders for Membrane Water Treatment Plant (MWTP) construction with JDP Electric, Inc. (JDP), the Electrical Contractor. This is the final batch of changes with JDP for the MWTP. Approval is needed to close out the Electrical Contract. The total proposed cost increase is \$260,478.57. In the change order proposals, there are 27 listed contract changes with some going back several years. The highest cost listed item relates to numerous changes for IPS, an electrical sub-contractor used for electrical panels and instrumentation. Water Utility staff recommends approval of these change orders. The MWTP has been fully operational since June, 2019.

Water Utility staff thinks that all of the changes are in the best long-term interest of the City of Fargo. The overall status of cost change orders was discussed at the Utility Committee meeting for MWTP construction. After some research inquiring about comparable projects, Water Utility staff suggests that the industry average for cost change orders is an increase of about 3% to 5% of the bid price at completion. If the currently proposed contract changes are approved, the cost change orders for the MWTP will total an increase of 5.04% from the original bid price. However, only 3.72% is attributed to errors/omissions and other minor changes typical in a construction project. The other 1.32% of changes were implemented related to capacity increases due to the West Fargo Water Service agreement and a project contribution from Black & Veatch. Water Utility staff also suggests that we are finishing the project at a reasonable level for overall cost change orders.

After bidding, contracts were approved on April 27, 2015, for Membrane Water Treatment Plant (MWTP) construction to the three prime contractors as follows:

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$80,044,884.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$6,824,000.00
No. 3 – Electrical Construction	JDP Electric, Inc.	\$16,821,411.00
TOTAL		\$103,690,295.00

The following table shows the overall cost summary of the recommended changes under this agenda item:

<u>Contract</u>	<u>Contractor</u>	<u>Number</u>	<u>Change Order Cost</u>
No. 1 – General Construction	Alberici Constructors, Inc.	N/A	\$0.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	N/A	\$0.00
No. 3 – Electrical Construction	JDP Electric, Inc.	10	\$260,478.57
TOTAL			\$260,478.57

With Change Order approval, the new updated contract amounts would be as follows:

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$82,877,172.16
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$8,335,103.38
No. 3 – Electrical Construction	JDP Electric, Inc.	\$17,701,830.57
TOTAL		\$108,914,106.11

The project is being paid for through State Water Commission (SWC) grant funding and through a State Revolving Fund (SRF) loan. The SRF loan is administered by the North Dakota Public Finance Authority (PFA) and the North Dakota Department of Health (NDDH). The City of Fargo has now collected the \$30 million in grant funding allotted for the MWTP from the SWC.

MOTION:

On a motion by Brenda Derrig, seconded by Mark Miller, the Utility Committee voted to approve the proposed change orders with the Electrical Contractor in the total amount of \$260,478.57 for Membrane Water Treatment Plant construction.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Anthony Gehrig, City Commissioner				
Kent Costin, Director of Finance				
Brian Ward, Water Plant Supt.	X			
Mark Miller, Wastewater Plant Supt.	X			
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester	X			
Terry Ludlum, Solid Waste Utility Director	X			
James Hausauer, Wastewater Util. Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			
Brenda Derrig, City Engineer	X			(Tom Knakmuhs)

ATTEST:


 Troy B. Hall
 Water Utility Director

C: Tim Mahoney, Mayor
 Commissioner Grindberg
 Commissioner Piepkorn
 Commissioner Strand

**Water Treatment Plant**

435 14th Avenue South

Fargo, ND 58103

Office: 701.241.1469 | Fax: 701.241.8110

www.FargoND.gov**MEMORANDUM**

September 16, 2019

To: Utility Committee

From: Troy B. Hall, Water Utility Director **TBH**

Re: WA1301 Change Orders – Membrane Water Treatment Plant

Introduction

Construction of the Membrane Water Treatment Plant (MWTP) began in May, 2015. This is Water Utility Project - WA1301. There have been previous change orders for this project approved by the Utility Committee and City Commission. Water utility staff is recommending additional changes to one of the three contracts at this time. A letter of explanation from AE2S and change order forms are attached.

After bidding, contracts were approved on April 27, 2015, for Membrane Water Treatment Plant (MWTP) construction to the three prime contractors as follows:

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$80,044,884.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$6,824,000.00
No. 3 – Electrical Construction	JDP Electric, Inc.	<u>\$16,821,411.00</u>
TOTAL		\$103,690,295.00

With previously approved change orders to the three contracts, the contract amounts prior to the current recommended changes under this agenda item are as follows:

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$82,877,172.16
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$8,335,103.38
No. 3 – Electrical Construction	JDP Electric, Inc.	<u>\$17,441,352.00</u>
TOTAL		\$108,653,627.54

The following table shows the overall cost summary of the recommended changes by contractor under this agenda item:

<u>Contract</u>	<u>Contractor</u>	<u>Number</u>	<u>Change Order Cost</u>
No. 1 – General Construction	Alberici Constructors, Inc.	N/A	\$0.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	N/A	\$0.00
No. 3 – Electrical Construction	JDP Electric, Inc.	10	<u>\$260,478.57</u>
TOTAL			\$260,478.57

With Change Order approval, the new updated contract amounts would be as follows:

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction*	Alberici Constructors, Inc.	\$82,877,172.16
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$8,335,103.38
<u>No. 3 – Electrical Construction**</u>	<u>JDP Electric, Inc.</u>	<u>\$17,701,830.57</u>
TOTAL		\$108,914,106.11

*Contract with General Contractor is final and has been closed out.

**Contract with Electrical Contractor will be final and closed out pending approval of this change order.

MWTP Project Status Related Change Orders and Overall Cost

The MWTP has been fully operational since June, 2019. Contractors have been off site since early-2019. The contract with the General Contractor is final and has been closed out. The currently proposed change order with JDP will balance all remaining changes, allowing this contract to be closed out as well. Some of the JDP changes are several years old, but the final prices - negotiated with consulting engineers - were not completed until very recently. If approved, the only contract to remain open will be the mechanical contract.

The MWTP is a large, complicated, and expensive project for the City of Fargo and its water service customers. As such, it is normal for projects of this nature to have adjustments that result in cost change orders. Since the MWTP exceeded \$100 million in bid prices, the following is intended to help provide perspective for this project compared to the cost impacts of change orders commonly seen in the industry.

While it may be difficult to find exact comparators to the MWTP project, the following are typical observations and goals for change order cost increases in the industry at project completion:

- Industry average: **3% to 5% of bid price**
- Typical Project Goal: **<2% of bid price**
- Excellent Project: **<1% of bid price**
- Percentages for change order costs reflect (1) Errors & Omissions and (2) Owner Requested

Change Order (CO) statistics for MWTP project in percentages:

- Prior to Current CO Recommendations: **4.79%**
- Adjusted Value Prior to Current CO Recommendations: **3.47%**
- After Current CO Recommendations: **5.04%**
- Adjusted Value After Current CO Recommendations: **3.72%**
- Total Adjusted Value Dollar Amount: \$1,369,585 (Different funding source)
 - Generator Switchgear – West Fargo: \$137,816.00 (previously approved CO)
 - 7th Reverse Osmosis Train – West Fargo: \$1,068,769.00 (previously approved CO)
 - Black & Veatch contribution to HVAC Changes: \$163,000

A complicating factor for the MWTP construction is the agreement in July, 2015, to provide drinking water to West Fargo. With the addition of West Fargo, Water Utility staff needed to gauge what design adjustments should be recommended for the MWTP, looking at the best long-term interest of the City and customers.

Detailed Summary of Change Orders

The cost impact to Contract No. 3 with JDP Electric, Inc. is summarized in the following:

<u>No.</u>	<u>Item</u>	<u>Cost</u>	<u>Reason</u>
1	Electrical State Permit	\$44,481.57	Permits to Paid by COF
2	Terminal Swap on UF Panels	\$9,305.00	Meet Specs-GC Deduct
3	Simplex Fire Alarm Changes	\$29,703.00	Multiple Changes
4	IPS Summary of Changes	\$68,281.00	Numerous Changes
5	Lighting Changes in ADA Hallway through LSWTP	\$9,153.00	Change Lighting Type
6	Relocation of Lights and Conduit – Coil Door/Fire Alarms	\$3,506.00	Power Need/Fire Alarms
7	Three Electric Unit Heaters Added – Mech. Penthouse	\$8,673.00	Additional Heat Needed
8	Relocation of Lights and Conduit – RO Pipe Conflict	\$3,113.00	Routing Conflict
9	New Fiber to Ozone PSU PLC	\$2,782.00	PLC Network Stability
10	Lime and Soda Ash Control Panel Relocation	\$3,573.00	Panel Access in Constr.
11	Modifications to Nitrogen Boost System	\$11,066.00	For Ozone Gen. Upgrade
12	Admin Area Electrical Changes	\$10,853.00	Numerous Changes
13	Added Aux Contacts to Mechanical Drives – HVAC VFDs	\$8,401.00	Motor Disconnect Needs
14	Electrical Changes to Existing WTP Hallway	\$11,082.00	Routing Conflicts
15	Wire Ozone Valve and Flow Meter in Existing WTP	\$11,134.00	Alternate Bid Scope Item
16	Multiple Field Changes No. 1	\$18,517.00	Numerous Changes
17	Multiple Field Changes No. 2	\$19,830.00	Numerous Changes
18	Multiple Field Changes No. 3	\$19,171.00	Numerous Changes
19	Added UPS Power and Data Ports	\$8,101.00	Electronics Protection
20	Raw Water Vault Electrical Additions	\$4,312.00	Added Data & Alarming
21	RO Pump RTD Wire Deletion	(\$188.00)	Wire Not Needed
22	Removal of Electrical Equipment not Needed	(\$8,157.00)	Equipment Not Needed
23	Delete Two Level Switches	(\$1,196.00)	Equipment Not Needed
24	Change from Class A to B Fire Alarm	(\$6,915.00)	System Change
25	Some Sch 40 Installed instead of Sch 80 – Meets NEC	(\$6,226.00)	Conduit Less Expensive
26	Reduced Duct Bank Length	(\$19,553.00)	Reroute Reduced Length
27	Temporary Power Pipes Left in Place	(2,324.00)	Scope Reduction
Total – Contract No. 3 Change for Change Order No. 10		\$260,478.57	

Plan of Financing

The contract changes under this agenda item will results in an overall cost increase of \$260,478.57 for MWTP construction. The project is being paid for through State Water Commission (SWC) grant funding and through a State Revolving Fund (SRF) loan administered by the North Dakota Public Finance Authority (PFA) and North Dakota Department of Health (NDDH). The \$30 million in grant funding from the SWC has all been received by the City of Fargo for the MWTP project.

SUGGESTED MOTION:

Approve the contract change orders with the Electrical Contractor in the total amount of \$260,478.57 for construction of the MWTP.

Your consideration in this matter is greatly appreciated.



September 16, 2019

Mr. Troy Hall
Water Utility Director
City of Fargo
Water Treatment Plant
435 14th Ave S
Fargo, ND 58103-4306

Re: Change Order No. 10
Contract No. 3 Fargo Membrane WTP and Improvements
City of Fargo Project #WA1301

Dear Mr. Hall:

Enclosed please find four (4) copies of Change Order No. 10 for the above referenced project for your review and approval. This Change Order pertains to the following changes to the project:

1. All building permits were intended to be paid for by the City. The state requires the payment for the state electrical permit to come from the electrical contractor. The cost for the state electrical permit was then submitted as a change item, with no markup added.
2. The terminals in the UF system panels were required to be swapped out to meet specification requirements. The added cost for JDP to complete this work was offset by a deduct previously included in a change order for the General Contractor.
3. Multiple additions were needed on the Simplex fire alarm system including added fire doors, pre-action system added items, and added fire dampers.
4. Multiple changes included adding level instruments to the fluoride day tank in the existing WTP, added fluoride day tank control panel in the existing WTP, RO CIP Heater bucket modification, terminal swap on the chemical feed pump control panels, added diaphragm isolators on chemical system pressure transmitters, and added pH/temp transmitters for the raw water lines.
5. Change of light fixtures from Type B 2x4 lights to can lights in the new hallway through the existing WTP.
6. Power wiring and conduit added to the new coil door in new hallway, and fire alarm interaction added to the coil doors in the Membrane WTP.
7. Three electric unit heaters added in the Mechanical Penthouse, including wiring and conduit installation.
8. Relocation of lights, devices, conduit, and speakers in the existing WTP softening basin pipe gallery to avoid conflict with the new RO permeate pipe routing to the softening basins.

9. New fiber and conduit added to each ozone generator power supply unit PLC in the existing WTP, which includes credit for cat-6 and conduit deleted.
10. The lime and soda ash remote control stations were moved from the exterior wall to inside the building to allow access during excavation of the site.
11. Wiring and control modifications were made to the nitrogen boost system associated with the existing WTP ozone generators.
12. Multiple changes were made to the admin area in the Membrane WTP including, office outlet changes, control room added TVs, outlet additions in the conference room, added hand dryers in the Women's locker room, and added outlets in the storage room.
13. Disconnect position auxiliary contacts were added to the HVAC VFD driven motor disconnects.
14. Modifications were made to the electrical devices, lights, and conduit runs through the new hallway in the existing WTP to remove items from within the hallway.
15. Power and wiring added to the ozone isolation valve and flow meter supplying ozone to the Membrane WTP which was originally noted as part of a bid alternate that was not selected.
16. Multiple field changes and coordination included wiring changes to the generator building fire dampers that were changed, power feed change to the air dryers from 208V/1PH to 230V/1PH, added light fixture and receptacle in the top of the elevator shaft, wiring modification to the differential pressure sensor on the UF system, wiring changes for supplying power to AHU-007 as two 7.5 HP fans in lieu of the originally planned single 15HP fan, added mini circuit breakers for sample pumps, electrical modifications to the plant water booster skid (this cost was offset by the deduct previously included in a change order for the mechanical contractor), and wiring of the relocated phosphate mixer and controller in the existing WTP.
17. Multiple field changes included wiring the air compressor for the added pre-action fire system, providing level instruments from IPS for the fluoride day tank in the existing WTP, rewiring of the relocated CO2 feed equipment in the existing WTP, change in the level transmitter in the RO concentrate tank, and a new fluoride control panel supplied by IPS for the existing WTP.
18. Multiple field changes included modifications to the light horn location and control associated with the scissor lift in the hall from the existing WTP, added and relocated speakers in the admin area of the Membrane WTP, added light fixtures in the grit dock and storage room, added light pole base associated with the driveway change south of the Generator Building, added lights in the restrooms, and wiring of the irrigation pump and controller.
19. UPS and data outlets were added in the Taste & Odor Room, Water Quality Lab, and a new rack was added in the existing WTP lower level electrical room.
20. Additional data and alarming added to the Sheyenne and Red River Valve Vaults
21. The RTDs were removed from the RO Feed Pumps, which also deleted the original field wire connection.

Mr. Troy Hall

Re: Change Order No. 10

Contract No. 3 Fargo Membrane WTP and Improvements

City of Fargo Project #WA1301

September 16, 2019

Page 3 of 4

22. Approved changes during the submittal review process including removal of breakers not needed, removal of HVAC MCC work station, reduction in motor starter size, and removal of Modbus card resulted in an overall deduct to the project.
23. Two level switches were removed from the project.
24. The fire alarm system was changed from a Class A to a Class B system.
25. Some of the first installed buried PVC conduit was installed as Sch 40 and a credit was proposed for the approval to leave this in place. After that point all buried PVC was installed as Sch 80. All buried PVC was verified that it met all national electric codes.
26. The duct bank along the 13th Ave was rerouted which reduced the overall length of the electrical duct bank.
27. The conduit used for temporary power to the WTP during construction will be left in-place.

The cost impact to Contract No. 3 is summarized in the following:

<u>Item</u>	<u>Cost</u>
1. Electrical State Permit	\$44,481.57
2. Terminal Swap on UF Panels	\$9,305.00
3. Simplex Fire Alarm Changes	\$29,703.00
4. IPS Summary of Changes	\$68,281.00
5. Lighting Changes	\$9,153.00
6. Power Added to Coil Doors	\$3,506.00
7. Added Electric Unit Heaters	\$8,673.00
8. Relocation of Lights and Conduit	\$3,113.00
9. New Fiber to Ozone PSU PLC	\$2,782.00
10. Lime and Soda Ash Control Panel Relocation	\$3,573.00
11. Modifications to Nitrogen Boost System	\$11,066.00
12. Admin Area Electrical Changes	\$10,853.00
13. Added Aux Contacts to Mechanical Drives	\$8,401.00
14. Electrical Changes to Existing WTP Hallway	\$11,082.00
15. Wire Ozone Valve and Flow Meter	\$11,134.00
16. Multiple Field Changes Summary No. 1	\$18,517.00
17. Multiple Field Changes Summary No. 2	\$19,830.00
18. Multiple Field Changes Summary No. 3	\$19,171.00
19. Added UPS Power	\$8,101.00
20. Raw Water Vault Electrical Additions	\$4,312.00
21. RO Pump RTD Wire Deletion	(\$188.00)
22. Multiple Shop Drawing Review Changes	(\$8,157.00)
23. Delete Two Level Switches	(\$1,196.00)
24. Change from Class A to B Fire Alarm	(\$6,915.00)

Mr. Troy Hall

Re: Change Order No. 10

Contract No. 3 Fargo Membrane WTP and Improvements

City of Fargo Project #WA1301

September 16, 2019

Page 4 of 4

25. Conduit Changes	(\$6,226.00)
26. Reduced Duct Bank Length	(\$19,553.00)
27. Leave Temp Power Pipes In Place	(\$2,324.00)
Total for Change Order No. 10 =	\$260,478.57

Upon the City of Fargo's acceptance of Change Order No. 10, please sign and date the four original copies. Retain one copy for your records and return the remaining three copies to AE2S. AE2S will forward one copy each to the North Dakota Department of Health and JDP and will retain the remaining copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

AE2S



Ben Julson, PE
Project Engineer

Attachments

Change Order**No. 10**

Date of Issuance: 09/23/2019

Effective Date: 09/23/2019

Project: Fargo Membrane WTP and Improvements	Owner: City of Fargo	Owner's Contract No.: WA1301
Contract: Contract No. 3 – Electrical Construction		Date of Contract: 04/27/2015
Contractor: JDP Electric Inc.		Engineer's Project No.: P00803-2009-25

The Contract Documents are modified as follows upon execution of this Change Order:

Description: See attached Description of Work

Attachments: Description of Work

Supporting documents for Change Order Items

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 16,821,411.00

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 9:

\$ 619,941.00

Contract Price prior to this Change Order:

\$ 17,441,352.00

[Increase] [Decrease] of this Change Order:

\$ 260,478.57

Contract Price incorporating this Change Order:

\$ 17,701,830.57

CHANGE IN CONTRACT TIMES:Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date):

Ready for final payment (days or date):

[Increase] [Decrease] from previously approved Change Orders No. to No.:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____
Engineer (Authorized Signature)By: _____
Owner (Authorized Signature)By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Date: _____

Approved by Funding Agency (if applicable): _____

Date: _____

Contract No. 3 - Change Order No. 10 Description of Work

The following is a description of the work contained within Change Order No. 10:

1. All building permits were intended to be paid for by the City. The state requires the payment for the state electrical permit to come from the electrical contractor. The cost for the state electrical permit was then submitted as a change item, with no markup added.
2. The terminals in the UF system panels were required to be swapped out to meet specification requirements. The added cost for JDP to complete this work was offset by a deduct previously included in a change order for the General Contractor.
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8. Relocation of lights, devices, conduit, and speakers in the existing WTP softening basin pipe gallery to avoid conflict with the new RO permeate pipe routing to the softening basins.
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27. Leave Temp Power Pipes In Place	(\$2,324.00)
Total for Change Order No. 10 =	\$260,478.57

(18)

REPORT OF ACTIONUTILITY COMMITTEE

Project: N/A

Type: Emergency Sanitary Sewer Repairs

Location: 43rd Street at 7th Avenue N. &
500 block of 42nd Street S

Date of Hearing: 9-19-2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>9-23-2019</u>
Project File	<u>Rick Larson</u>

Brenda Derrig, City Engineer, presented the Committee with an invoice from KPH for the emergency repair on two separate sanitary sewer failures. The Engineering Department was contacted by the Street Department regarding the two failures that were too large of scale to repair with City Personnel and equipment, therefore a Contractor was needed to correct these issues by means of emergency sewer repairs. The first issue at 43rd Street and 7th Avenue North was with a sanitary manhole repeatedly plugging with soil entering the manhole through a large hole causing City Maintenance Staff to perform twice-daily cleanings with no foreseeable end in sight. The second site was a sinkhole in the asphalt roadway caused by a large hole in the side of the 36" sanitary pipe on the 500 Block of 42nd Street South.

We solicited lump sum quotes for each site hoping to get competitive pricing from local Contractors. Quotes were to be submitted to us by 2 PM on July 29, 2019. Of the four contractors contacted, only one was able to fit this work into their schedule within the timeframe provided.

The results of the quotes were as follows:

43 rd Street at 7 th Avenue North:	42 nd Street South – 500 Block:
KPH - \$208,700.00	KPH - \$96,000.00
Key Contracting – No quote received	Key Contracting – No quote received
Dakota Underground – No quote received	Dakota Underground – No quote received
Randall's Excavating – No quote received	Randall's Excavating – No quote received

With KPH presenting the only quote for this work, they were hired to make both repairs.

Even though the Contractor exercised caution by installing sheet piling next to the existing 12" water main and 54" storm sewer, the water main settled and fractured after the sewer was repaired on 42nd Street South causing a water outage for the entire Buena Vista Trailer Court. With KPH having their equipment on-site to make this repair and Mains and Hydrants having other commitments for the day, the Contractor was hired to repair the water main.

The additional cost to repair the water main was \$8,794.40, making the total cost of the repairs made for both these emergency sewer repairs and the water main repair \$313,494.40. This repair will be paid for with Sewer Utility Funds.

MOTION:

On a motion by Ben Dow, seconded by Scott Luidahl, the Utility Committee voted to approve the payment to KPH in the amount of \$313,494.40 for the emergency sanitary sewer repairs.

COMMITTEE:	Present	Yes	No	Unanimous	<u>X</u>
					<u>X</u>
					<u>Proxy</u>

Anthony Gehrig, City Commissioner		
Kent Costin, Director of Finance		
Brian Ward, Water Plant Supt.	X	X
Mark Miller, Wastewater Plant Supt.	X	X
Bruce Grubb, City Administrator	X	X
Scott Liudahl, City Forester	X	X
Terry Ludlum, Solid Waste Utility Director	X	X
Jim Hausauer, Wastewater Utility Director	X	X
Troy Hall, Water Utility Director	X	X
Ben Dow, Public Works Operations Director	X	X
Brenda Derrig, City Engineer	X	X

ATTEST:



 Jim Hausauer
 Wastewater Utility Director

C: Mayor Mahoney
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Grindberg

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Location: 43rd Street at 7th Avenue N & 500 blk of 42nd Street S

Type: Emergency Sanitary Sewer Repairs

Date of Hearing: 9/16/2019

<u>Routing</u>	<u>Date</u>
Utility Committee	<u>9/19/2019</u>
City Commission	<u>9/23/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Rick Larson</u>
	<u>Jim Hausauer</u>

Engineering was contacted by the Street Department regarding 2 new sanitary sewer failures that were too large of scale to repair with City Personnel and equipment, therefore a Contractor was needed to correct these issues by means of emergency sewer repairs. The first issue at 43rd Street and 7th Avenue North was with a sanitary manhole repeatedly plugging with soil entering the manhole through a large hole causing City Maintenance Staff to perform twice-daily cleanings with no foreseeable end in sight. The second site was a sinkhole in the asphalt roadway caused by a large hole in the side of the 36" sanitary pipe on the 500 Block of 42nd Street South.

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KPH - \$96,000.00
 Key Contracting – No quote received
 Dakota Underground – No quote received
 Randall's Excavating – No quote received

With KPH presenting the only quote for this work, they were hired to make both repairs.

Even though the Contractor exercised caution by installing sheet piling next to the existing 12" water main and 54" storm sewer, the water main settled and fractured after the sewer was repaired on 42 Street South causing a water outage for the entire Buena Vista Trailer Court. With KPH having their equipment on-site to make this repair and Mains and Hydrants having other commitments for the day, the Contractor was hired to repair the water main.

The additional cost to repair the water main was \$8,794.40, making the total cost of the repairs made for both these emergency sewer repairs and the water main repair \$313,494.40. This repair is recommended to be paid for with Sewer Utility Funds.

No motion made. Item referred to Utility Committee.

RECOMMENDED MOTION

Approve the payment to KPH in the amount of \$313,494.40 for the emergency sanitary sewer repairs.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sewer Utility Funds

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

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

PWPEC ROA
Emergency Sanitary Sewer Repairs
9/16/19 -- Page 2

COMMITTEE

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

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

ATTEST:

C: Kristi Olson



Brenda E. Derrig, P.E.
City Engineer



Memorandum

To: Members of PWPEC
From: Rick Larson, Project Manager
Date: September 16, 2019
Re: Emergency Sanitary Sewer Repairs on 43rd Street at 7th Avenue N and the 500 Block of 42nd Street S

Background:

Engineering was contacted by the Street Department regarding 2 new sanitary sewer issues that were too large of scale to repair with City Personnel and equipment. It was determined that a Contractor was needed to correct these issues by means of emergency sewer repairs. The first issue at 43rd Street and 7th Avenue North was with a sanitary manhole repeatedly plugging with soil entering the manhole through a large hole causing City Maintenance Staff to perform twice-daily cleanings with no foreseeable end in sight. The second site was a sinkhole in the asphalt roadway caused by a large hole in the side of the 36" sanitary pipe on the 500 Block of 42nd Street South.

We solicited lump sum quotes for each site hoping to get competitive pricing from local Contractors. Quotes were to be submitted to us by 2 PM on July 29, 2019. Of the 4 Contractors contacted, only 1 was able to fit this work into their schedule within the timeframe provided.

The results of the quotes were as follows:

43rd Street at 7th Avenue North:

KPH - \$208,700.00

Key Contracting – No quote received

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KPH - \$96,000.00

Key Contracting – No quote received

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The additional cost to repair the water main was \$8,794.40, making the total cost of the repairs made for both these emergency sewer repairs and the water main repair \$313,494.40. This repair is recommended to be paid for by Sewer Utility Funds.

Recommended Motion:

Approve payment to KPH in the amount of \$313,494.40.

C: Brenda Derrig
Thomas Knakmuhs

KPH**Municipal • Heavy • Mechanical**

9530 39TH STREET SOUTH • FARGO, NORTH DAKOTA 58104 • PHONE 701-499-7979 • FAX 701-499-5219

INVOICE

Project: 42nd Street South - 500 Block Emergency Sewer Repair

Bid Date & Time: 7-29-2019 2:00 PM

Item	Description	Quantity	Units	Unit Price	Ext. Price
1	MOB	1.00	LS		
2	Bypass Pumping	1.00	LS		
3	Remove Asphalt	70.00	SY		
4	Replace Asphalt	70.00	SY		
5	36" SDR 26 PVC Sewer Pipe	14.00	LF		
6	GPK Repair Coupler / Concrete Collars	2.00	EA		
7	Casting	1.00	EA		
8	Traffic Control	1.00	LS		
9	Inlet Protection	4.00	EA		
CO	Watermain Repair	1.00	LS		
					\$ 8,794.40
Total Due					\$ 217,494.40

Thank you for your payment



Municipal • Heavy • Mechanical

9530 39TH STREET SOUTH • FARGO, NORTH DAKOTA 58104 • PHONE 701-499-7979 • FAX 701-499-5219

INVOICE

Project: 7th Ave N and 43rd St N Emergency Sewer Repair

Bid Date & Time: 7-29-2019 2:00 PM

Item	Description	Quantity	Units	Unit Price	Ext. Price
1	Mob	1.00	LS		
2	Bypass Pumping	1.00	LS		
3	Remove Concrete	70.00	SY		
4	Replace Concrete	70.00	SY		
5	Connect to Manhole - Concrete Collar and Sand Collar	1.00	LS		
6	Floating Casting	1.00	LS		
7	Traffic Control	1.00	LS		
8	Inlet Protection	4.00	EA		

Total Due \$ 96,000.00

Thank you for your payment

September 19, 2019

Honorable Board of City
Commissioners
City of Fargo
Fargo, North Dakota

Re: Improvement District No. BN-18-A1 – Final Contract Amount Adjustment

Dear Commissioners:

Improvement District BN-18-A1 is for the new development of Bison Meadows 2nd Addition. KPH is the Prime Contractor for this project.

After the final estimate approval for Improvement District BN-18-A1, it was discovered that the final asphalt quantities were not paid correctly to the Contractor. Due to the final pay estimate and final balancing change order reconciliation process in Masterworks, it was determined by City staff to pay the additional cost to the Contractor via Invoice to meet the deadline for project certification. This additional invoice cost of \$56,250.78 will be included in the Special Assessment District costs.

The final contract price for this project was \$1,915,076.48 and this invoice will bring the project final amount to \$1,971,327.26 (2.93% Increase). This Improvement District is 100% Special Assessed.

Recommended Motion:

Approve the payment of the submitted invoice from KPH, Inc in the amount of \$56,250.78 which brings the total construction cost for Improvement District BN-18-A1 to \$1,971,327.26.

JTL/KLO
Attachments

KPH, INC.

9530 39TH STREET S
FARGO, ND 58104

PO# 207591

Invoice

Date	Invoice #
8/28/2019	2302

Bill To
CITY OF FARGO 200 3RD STREET N FARGO, ND 58102

P.O. No.	Terms	Project
Fgo BN-18-A1		

Quantity	Description	U/M	Rate	Amount
812.79	F&I Aggregate for Asphalt Pavement FAA 43 - TONS		37.00	30,073.23
9,915.74	F&I Asphalt Cement PG 58-34 - GAL		2.64	26,177.55
			Total	\$56,250.78

all
BED
JTL
10/17/2019

REPORT OF ACTION

21a-b

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-18-A1

Type: Change Orders #5 & #6

Location: Main Ave, 2nd St - Broadway

Date of Hearing: 9/16/2019

RoutingDate

City Commission

9/23/2019

PWPEC File

X

Project File

Rick Larson

The Committee reviewed the accompanying correspondence from Project Manager, Rick Larson, related to Change Orders #5 & #6 submitted by NDDOT for the reconstruction of Main Avenue from 2nd Street to Broadway.

Dakota Underground is the Prime Contractor.

Change Order #5 is for ST MH #15 modifications, reconnecting the Roof Drain at Stationing 2128-50, addition of a truck detour route, and modifies some of the permanent signs in the amount of \$8,296.07.

Change Order #6 is for the additional excavation at the circular portion of the roundabout as recalculated in the amount of \$54,127.00.

Staff is recommending approval of Change Order #5 in the amount of \$8,296.07, and Change Order #6 in the amount of \$54,127.00.

On a motion by Bruce Grubb, seconded by Steve Dirksen, the Committee voted to recommend approval of Change Orders #5 & #6.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Orders #5 in the amount of \$8,296.07, and Change Order #6 in the amount of \$54,127.00.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Fed Hwy, NDDOT, Water Utility, WW Utility, Sales Tax & Special Assessments

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


COMMITTEE

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

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

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Rick Larson, Project Manager
Date: September 11, 2019
Re: Improvement District #BR-18-A1 – Change Orders #5 & #6

Background:

Improvement District BR-18-A1 is a cost participating project between the North Dakota Department of Transportation and the City of Fargo for the reconstruction of Main Avenue from 2nd Street to Broadway. Portions of this project including the Water Main, Sanitary Sewer, and the Landscaping Structural Soil are 100% City funds.

Dakota Underground is the prime contractor.

Change Order #5 – Cost participating Change Order for: ST MH #15 Modifications, Reconnecting the Roof Drain at Stationing 2128-50, Addition of a truck detour route, and modifies some of the permanent signs:

The total cost of Change Order #5 is \$8,296.07, which is a participating project cost.

Change Order #6 – Cost participating Change Order for the additional excavation at the circular portion of the roundabout as recalculated:

203 101	Common Excavation-Type A	+146.00	CY	@	\$17.00/CY	=
\$2,482.00						
203 113	Common Excavation-Waste	+3,443.00	CY	@	\$15.00/CY	=
\$51,645.00						

The total cost of Change Order #6 is \$54,127.00, which is a participating project cost.

Recommended Motion:

Approve Change Orders #5 & #6 in the amount of \$62,423.07 for Improvement District BR-18-A1.

RJL/klb
Attachment

C: Thomas Knakmuhs

North Dakota Department of Transportation

Change Order

Change Order No: 6

Project: CPU-NHU-8-010(043)940

PCN: 22352

SubProject: 1 PORTLAND CEMENT CONCRETE PAVEMENT, CURB County: Cass

For: PORTLAND CEMENT CONCRETE PAVEMENT, CURB & GUTTER, ST

Contractor: DAKOTA UNDERGROUND COMPANY
4001 15TH AVE N
FARGO, ND 58102-2832

Original Contract Amount:
\$10,295,720.11

Date Created: 09/04/2019

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)								
203	101	COMMON EXCAVATION-TYPE A	CY	5,864.00	146.00	17.000	2,482.00	
203	113	COMMON EXCAVATION-WASTE	CY	285.00	3,443.00	15.000	51,645.00	
Net Increase or Decrease to Date			62,423.07	Part	61,850.60	Non-Part	TOTALS	54,127.00
							NON-PARTICIPATING	
							PARTICIPATING	54,127.00

Due to This Change, the Contract Time:
NO CHANGE.

Classification

Functional Design 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.

See the attached documentation for Explanation of Change in Plan.

This change order will revise Section 11 Sheets 1 & 2.

Bob Johnson 9/9/19
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

**Explanation of Change in Plan
Change Order 6
CPU-NHU-8-010(043)940**

203 0101 Common Excavation-Type A

203 0113 Common Excavation-Waste

The earthwork quantities included in the plans for the circular portion of the roundabout at 2nd St and Main Ave were not calculated correctly. It became apparent after work had begun on the roundabout that the amount of embankment called for on Section 11 Sheet 1 would not be needed, and dirt would need to be hauled away instead. The project designer was asked to re-check the quantities and found that the average end area method was used to calculate the quantities which were based cross sections that were cut radially every 10' along the pavement edge. This resulted in an exponential quantity duplication since the left edge of the cross sections all ended at the center of the roundabout and did not remain at a consistent 10' spacing along the entire length of the cross section as they would have along a straight roadway. The designer re-calculated the quantities using the prismoidal method to compare volumes between the existing and proposed grading terrain models and submitted the attached plan revision to reflect the new quantities. Existing contract unit prices will be used to provide compensation for the additional quantities per Section 109.03 B of the Standard Specifications, and the revised quantities will be used as the measurement for payment as stated in Plan Notes 203-P03 and 203-P04.

See the attached plan revision and correspondence for additional information on this change order.

North Dakota Department of Transportation **Change Order**

Change Order No: 5

Project: CPU-NHU-8-010(043)940

PCN: 22352

SubProject: 1 PORTLAND CEMENT CONCRETE PAVEMENT, CURB County: Cass

For: PORTLAND CEMENT CONCRETE PAVEMENT, CURB & GUTTER, ST

Contractor: DAKOTA UNDERGROUND COMPANY

4001 15TH AVE N

FARGO, ND 58102-2832

Original Contract Amount:

\$10,295,720.11

Date Created: 08/19/2019

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)								
722	2491	Storm Manhole 15 Connection	L SUM	0.00	1.00	354.960	354.96	
722	2492	PVC Roof Drain Connection	L SUM	0.00	1.00	1,630.610	1,630.61	
DECREASE TO BID ITEM								
PARTICIPATING (FEDERAL FUNDS)								
754	110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	494.70	-34.20	22.100		-755.82
INCREASE TO BID ITEM								
PARTICIPATING (FEDERAL FUNDS)								
704	1000	TRAFFIC CONTROL SIGNS	UNIT	3,686.00	1,322.00	2.100	2,776.20	
704	4011	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2.00	1.00	4,200.000	4,200.00	
754	112	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	SF	163.40	0.20	23.100	4.62	
754	206	STEEL GALV POSTS-TELESCOPING PERFORATED	LF	886.50	4.50	19.000	85.50	
Net Increase or Decrease to Date			8,296.07 Part	61,850.60	Non-Part	TOTALS	9,051.89	-755.82
NON-PARTICIPATING								
PARTICIPATING							9,051.89	-755.82

Due to This Change, the Contract Time:
NO CHANGE.

Classification

Functional Design 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.

See attached documentation for Explanation of Change in Plan.

Revised: 2-1&2, 6-1to7, 8-1&3, 100-1&25, 110-1to3&14,15,17,19,&21. Added: 100-4A and 110-3A.

Page Order No: 5

Project: CPU-NHU-8-010(043)940

PCN: 22352

Project: 1 PORTLAND CEMENT CONCRETE PAVEMENT, CURB County: Cass

For: PORTLAND CEMENT CONCRETE PAVEMENT, CURB & GUTTER, ST

Contractor: DAKOTA UNDERGROUND COMPANY
4001 15TH AVE N
FARGO, ND 58102-2832

Original Contract Amount:
\$10,295,720.11

Date Created: 08/19/2019

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

Invoice



Date: 06/10/2019
Invoice No.: 10861
Due Date: 07/10/2019
Project Manager Jared Heller

Dakota Underground Company

4001 15th Ave NW
Fargo ND, 58102
Phone: 701-282-9753
Fax: 701-282-0016

Bill To:

CPU-NHU-8-010(043)940 PCN
22352
Attn: Aaron Kelsch, NDDOT

Qty	Item	Description	Unit Price	Total
1		Extra: Manhole 15 Modification (Completed 5/29/2019)	\$354.96	\$354.96

Total Amt \$354.96

Balance Due \$354.96

Please pay from this invoice no statement will be sent. Thank You.

Job # DOT 1

Description

Manhole 15 modification

Employee	Rate	x Hours		Amount
Kurt Dwyer	\$45.75	0.5	reg	\$22.88
Jace Rognlie	\$27.90	0.5	reg	\$13.95
John Lafromboise	\$24.95	0.5	reg	\$12.48
Robert Lucas	\$24.95	0.5	reg	\$12.48
Billy Wolfe	\$45.75	0.5	reg	\$22.88

Equipment	Rate	x Hours	Amount
345 Excavator	\$215.45	0.5	\$107.73
950 Loader	\$94.15	0.5	\$47.08

subtotal \$84.65
+ 70% profit & overhead \$59.26

Total Labor

Total Equipment \$154.80

\$143.91

Material/Subs	Cost	Qty	Amount
- Pipe Packing	\$97.83	0.5 yd	\$48.92

-
-
-
-
-

subtotal
+ 15% profit & overhead

\$48.92

\$7.34

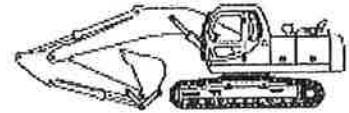
Total Material \$56.25

Total \$354.96

www.equipmentwatch.com

All prices shown in US\$

June 3, 2019

Rental Rate Blue Book®
Caterpillar 345C L (disc. 2011)
 Crawler Mounted Hydraulic Excavators

 Size Class:
 40.1 - 50.0 MTons
 Weight:
 100810 MT
Configuration for 345C L (disc. 2011)

Bucket Capacity - Heaped	2.46 cu yd	Net Horsepower	345.0 hp
Operating Weight	45.7 mt	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$19,290.00	\$5,400.00	\$1,350.00	\$205.00	\$105.85	\$215.45
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2011: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$19,290.00	\$5,400.00	\$1,350.00	\$205.00	\$105.85	\$215.45

Non-Active Use Rates

	Hourly
Standby Rate	\$56.99
Idling Rate	\$156.98

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	36%	\$6,944.40/mo
Overhaul (ownership)	48%	\$9,259.20/mo
CFC (ownership)	9%	\$1,736.10/mo
Indirect (ownership)	7%	\$1,350.30/mo
Fuel (operating) @ 3.27	45%	\$47.38/hr

Revised Date: 1st half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for KIM THOMPSON (kat@dakotaunderground.net)



www.equipmentwatch.com

All prices shown in US\$

June 3, 2019

Rental Rate Blue Book®**Caterpillar 950K**

4-Wd Articulated Wheel Loaders

Size Class:
200 - 224 HP
Weight:
42068 HP

**Configuration for 950K**

Bucket Capacity - Heaped
Operator Protection

3.2 cu yd/hr
ROPS/FOPS

Net Horsepower
Power Mode

211.0 hp
Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$8,720.00	\$2,440.00	\$610.00	\$92.00	\$44.60	\$94.15
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$8,720.00	\$2,440.00	\$610.00	\$92.00	\$44.60	\$94.15

Non-Active Use Rates

Standby Rate
Idling Rate

Hourly

\$30.72
\$71.77

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	40%	\$3,488.00/mo
Overhaul (ownership)	38%	\$3,313.60/mo
CFC (ownership)	12%	\$1,046.40/mo
Indirect (ownership)	10%	\$872.00/mo
Fuel (operating) @ 3.27	50%	\$22.22/hr

Revised Date: 1st half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for KIM THOMPSON (kat@dakotaunderground.net)

Invoice



Date: 07/04/2019
Invoice No.: 10877
Due Date: 08/03/2019
Project Manager Jared Heller

Dakota Underground Company
4001 15th Ave NW
Fargo ND, 58102
Phone: 701-282-9753
Fax: 701-282-0016

Bill To:
CPU-NHU-8-010(043)940 PCN
22352
Attn: Aaron Kelsch, NDDOT

Qty	Item	Description	Unit Price	Total
1		Extra: Tie in Storm Pipe not on Plan near Location 2128+50. Replaced pipe from Sanitary Trench to Storm Main and Connected Directly to Storm Manhole	\$1,630.61	\$1,630.61

Total Amt \$1,630.61
Balance Due \$1,630.61

Please pay from this invoice no statement will be sent. Thank You.

Employee	Rate	x Hours		Amount	Equipment	Rate	x Hours	Amount
Kurt Dwyer	\$45.75	2	reg	\$91.50	JD 245	\$115.85	2	\$231.70
Jace Rognlie	\$27.90	2	reg	\$55.80	938 Loader	\$77.66	2	\$155.32
John Lafromboise	\$24.95	2	reg	\$49.90	135 Excavator	\$75.89	2	\$151.78
Robert Lucas	\$24.95	2	reg	\$49.90				
Billy Wolfe	\$45.75	2	reg	\$91.50				

subtotal	\$338.60	Total Equipment	\$538.80
+ 70% profit & overhead	\$237.02		
Total Labor			\$575.62

Material/Subs	Cost	Qty		Amount
- 10" SDR 35	\$7.19	28	ft	\$201.32
- 10" MH Adapter	\$80.29	1	ea	\$80.29
- CL 3	\$11.15	15	yds	\$167.25
-				
-				
-				

subtotal	\$448.86
+ 15% profit & overhead	\$67.33
Total Material	\$516.19
Total	\$1,630.61

www.equipmentwatch.com

All prices shown in US\$

Rental Rate Blue Book®

June 12, 2019

Deere 240D LC (disc. 2011)

Crawler Mounted Hydraulic Excavators

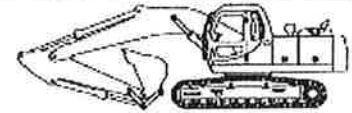
Size Class:

24.1 - 28.0 MTons

Weight:

54654 MT

245

**Configuration for 240D LC (disc. 2011)**Bucket Capacity - Heaped
Operating Weight1.38 cu yd
24.6 mtNet Horsepower
Power Mode177.0 hp
Diesel**Blue Book Rates**

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$10,040.00	\$2,810.00	\$705.00	\$105.00	\$58.80	\$115.85
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2011: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$10,040.00	\$2,810.00	\$705.00	\$105.00	\$58.80	\$115.85

Non-Active Use Rates

Hourly

Standby Rate

\$29.66

Idling Rate

\$81.36

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	36%	\$3,614.40/mo
Overhaul (ownership)	48%	\$4,819.20/mo
CFC (ownership)	9%	\$903.60/mo
Indirect (ownership)	7%	\$702.80/mo
Fuel (operating) @ 3.27	41%	\$24.31/hr

Revised Date: 1st half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for KIM THOMPSON (kat@dakotaunderground.net)



www.equipmentwatch.com

All prices shown in US\$

Rental Rate Blue Book®

June 3, 2019

Deere 135D (disc. 2013)

Crawler Mounted Hydraulic Excavators



Size Class:

14.1 - 16.0 MTons

Weight:

30737 MT

Configuration for 135D (disc. 2013)Bucket Capacity - Heaped
Operating Weight0.66 cu yd
13.9 mtNet Horsepower
Power Mode93.0 hp
Diesel**Blue Book Rates**

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$7,030.00	\$1,970.00	\$495.00	\$74.00	\$35.95	\$75.89
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2013: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$7,030.00	\$1,970.00	\$495.00	\$74.00	\$35.95	\$75.89

Non-Active Use RatesStandby Rate
Idling Rate

Hourly

\$20.77
\$50.89**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	36%	\$2,530.80/mo
Overhaul (ownership)	48%	\$3,374.40/mo
CFC (ownership)	9%	\$632.70/mo
Indirect (ownership)	7%	\$492.10/mo
Fuel (operating) @ 3.27	30%	\$10.95/hr

Revised Date: 1st half 2019

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The equipment represented in this report has been exclusively prepared for KIM THOMPSON (kat@dakotaunderground.net)



www.equipmentwatch.com

All prices shown in US\$

Rental Rate Blue Book®

June 3, 2019

Caterpillar 938K (disc. 2015)

4-Wd Articulated Wheel Loaders

Size Class:
150 - 174 HP
Weight:
35104 HP

**Configuration for 938K (disc. 2015)**

Bucket Capacity - Heaped
Operator Protection

3.2 cu yd
ROPS/FOPS

Net Horsepower
Power Mode

173.0 hp
Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$7,025.00	\$1,965.00	\$490.00	\$74.00	\$37.75	\$77.66
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2015: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$7,025.00	\$1,965.00	\$490.00	\$74.00	\$37.75	\$77.66

Non-Active Use Rates

Hourly

Standby Rate
Idling Rate

\$24.75
\$58.01

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	40%	\$2,810.00/mo
Overhaul (ownership)	38%	\$2,669.50/mo
CFC (ownership)	12%	\$843.00/mo
Indirect (ownership)	10%	\$702.50/mo
Fuel (operating) @ 3.27	48%	\$18.10/hr

Revised Date: 1st half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for KIM THOMPSON (kat@dakotaunderground.net)

1830 Craig Park Court
St. Louis, MO 63146

INVOICE

Invoice # K64220
Invoice Date 5/31/11
Account # 23983
Sales Rep EMILY STEVENSO
Phone # 701-219-748
Branch # 251 Fargo, N
Total Amount Due \$302.0

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

2790 1 MB 0.428 E0165X I0248 D4902841142 S2 P6459128 0001:0004

DAKOTA UNDERGROUND CO.
4001 15TH AVE N
FARGO ND 58102-2832

Shipped to:
MAIN AVE.AND 4TH ST
BRANT 219-1044
KURT 219-1054
FARGO, ND

CUSTOMER JOB- MAIN MAIN/BROADWAY

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 #
5/30/19	5/30/19	MAIN AVE.	MAIN/BROADWAY	MAIN		CORE & MAIN LP	K642202

Product Code	Description	Quantity		B/O	Price	UM	Extended Pric
		Ordered	Shipped				
04103514	10 PVC SDR35 SWR PIPE (G) 14'	42	42		6.69000	FT	280.

Visit coreandmain.com
for a current W-9 form



Online
ADVANTAGE

- Pay Online
- Paperless Billing
- Invoice Reprints
- Signed Delivery Receipts

Remit payment to the address shown on this invoice or access your account in Online Advantage to pay online.

Freight	Delivery	Handling	Restock	Misc.	Subtotal:	280.98
					Other:	0.00
					Tax:	21.07
					Invoice Total:	\$302.05

Terms: NET 30

Ordered By: KURT

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/>.

CHANGE ORDER SUMMARY AND APPROVAL

Project Information		
Project: CPU-NHU-8-010(043)940		PCN: 22352
Location: Fargo Main Avenue from Broadway to 2 nd Street		
Date: 5/16/19	Lead Designer: SRF Consulting Group, Inc.	
Bid Opening Date: 3/8/19	JOB#: 1	Change Order #: 2
Distribute to: -Grp-DOT Bids Addenda (dotbids@nd.gov)		
Section	Sheet	Description of Change
2	1	Updated section 100 and 110 sheet range. Added Sheets: 100 – 4A 100 – 25 110-3A
2	2	Remove Standard Drawing D-754-80
6	1	Revised note 105-P02 to add Section 4200 and 4300 for City of Fargo specs.
6	2-3	No changes or revisions to notes, sheet reissued due to text shifting from previous page.
6	4	Revised note 704-P02 to increase the number of portable changeable messages signs from two to four, and to say what they will be used for and where they are located.
6	5-7	No changes or revisions to notes, sheet reissued due to text shifting from previous page.
8	1	704 1000 TRAFFIC CONTROL SIGNS – Increased 80/10/10 quantity by 1322 UNITS from 3686 UNITS to 5008 UNITS. Project total increased by 1322 UNITS. 704 4011 PORTABLE CHANGEABLE MESSAGE SIGN – Increased 80/10/10 quantity by 3 ¹ EA from 2 EA to 4 ¹ EA. Project total increase by 3 ¹ EA.
8	3	754-110 FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING – Decreased 80/10/10 quantity by 34.2 SF from 494.7 SF to 460.5 SF. Project total decreased by 34.2 SF. 754-112 FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING – Increased 80/10/10 quantity by .2 SF from 163.4 SF to 163.6 SF. Project total increased by .2 SF. 754-206 STEEL GALV POSTS-TELESCOPING PERFORATED TUBE – Increased 80/10/10 quantity by 4.5 LF from 886.5 LF to 891.0 LF. Project total decreased by 4.5 LF.
100	1	Revised sheet and quantities for truck detour. Added Consign 13 – 15 under SPECIAL SIGNS. Total UNITS for the sheet increased from 3686 to 5008 UNITS. PORTABLE CHANGEABLE MESSAG SIGN increased from 2 EACH to 4 EACH.

100	4A	Added sheet
100	25	New Sheet for "TRUCK", "US 10 CLOSED AT BROADWAY", "US 10 CLOSED AT RIVER", and "THRU TRUCKS USE DETOUR" sign details.
110	1-3A	Signs associated with W11-2 and R1-2 were adjusted sizes per the City of Fargo Request. The stations for those signs are Sta 2135+94 RT, 2136+31 LT, 2136+41 RT, 2136+52 RT, 2138+20 LT, 2138+28 LT, 2138+49 RT, 2138+73 LT, 6+24 RT (PR2NDST), 6+71 LT (PR2NDST), 6+78 RT (PR2NDST), 6+79 RT (PR2NDST), STA 8+66 LT (PR2ND ST), 8+84 RT (PR2NDST), 8+94 LT (PR2NDST), 9+33 LT (PR2NDST). Sheet 3A was added since formatting of sign calculator has been changed since previous submittal.
110	14-15	The plan view was updated to show the sign sizes for W11-2 and R1-2 per the City of Fargo request. The stations for those signs are Sta 2118+92 LT, 2119+27 LT, 2119+65 LT, 2119+84 RT, 2126+38 LT, 2127+33 RT, 2135+94 RT, 2136+31 LT, 2136+41 RT, 2136+52 RT, 2138+20 LT, 2138+28 LT, 2138+49 RT, 2138+73 LT, 6+24 RT (PR2NDST), 6+71 LT (PR2NDST), 6+78 RT (PR2NDST), 6+79 RT (PR2NDST), 6+82 LT (PR2NDST), 8+64 RT (PR2NDST), 8+66 LT (PR2ND ST), 8+84 RT (PR2NDST), 8+94 LT (PR2NDST), 9+33 LT (PR2NDST), 1+39 RT (PR4THST_N), 4+04 LT (PR4THST_S)
110	17	Signs 3 and 4 and the City of Fargo logo was updated due to new standards.
110	19	Sign 6 and the City of Fargo logo was updated due to new standards.
110	21	Sign 11 was updated.

LINK TO REVISED SHEETS


pw:\\srf-pw.bentley.com:srf-pw\Documents\Projects\9287\8010940.043\Design\ChangeOrder_B\

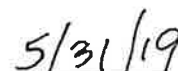
APPROVAL

The attached change order, written up by SRF Consulting Group, Inc., the design consultant was requested to add work zone traffic control for a truck route detour. In addition, the assemblies with signs W11-2 and R1-2 were changed to match the City of Fargo Specifications. The street signs on the mast arms were also updated to incorporate the new City of Fargo standards and logos. Revisions to section 2, 6, 8, 100, 110 were made to specifically update the notes, quantities and plan view and these sheets were supplied to the NDDOT project manager whom instructed that the design consultant incorporate these changes via change order.

Should the revisions described above be processed as a plan change order?

☒ Yes ☐ No


 Paul Benning, P.E. – Local Government Engineer or
 Jon Ketterling, P.E. – Bridge Engineer or
 District Engineer, P.E. - Fargo District Engineer


 Date

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(22)

Improvement District No. BR-20-B0
 Location: 7th Ave N from Broadway to Elm;
 Oak St N from BNSF RR to 7th Ave N

Type: Task Order for Design
 Date of Hearing: 9/16/2019

<u>Routing</u>	<u>Date</u>
City Commission	09/23/2019
PWPEC File	X
Project File	Tom Knakmuhs

The Committee reviewed a communication from Assistant City Engineer, Tom Knakmuhs, regarding the approval of two task orders for 2020 Street Reconstruction Design. The Engineering Department has solicited proposals, selected four different local firms (Apex, Houston, KLJ, and Moore), and met individually with each firm to discuss project details.

Below is a summary of Task Order #2 to Moore Engineering:

- BR-20-B0 (7th Ave N from Broadway to Elm; Oak St N from BNSF RR to 7th Ave N)
 - Provide project administration, preliminary survey, preliminary and final design and plan preparation, design support during construction (change orders, plan revisions, etc.), and aid in a property owner meeting.
 - Not-to-exceed fee: \$350,000 or about 8.5% of the preliminary estimated cost of construction

Staff is recommending approval of the task order.

On a motion by Bruce Grubb, seconded by Brenda Derrig, the Committee voted to recommend approval the Task Order #2 with Moore Engineering.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Task Order #2 to Moore Engineering in the amount of \$350,000.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax, Water Utility, Wastewater Utility & Special Assessments

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

Yes	No
N/A	
N/A	
N/A	

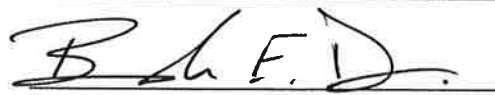
COMMITTEE

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

Present	Yes	No	Unanimous
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ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: PWPEC
From: Tom Knakmuhs, Assistant City Engineer
Date: September 6, 2019
Re: 2020 Street Reconstruction Design – Task Orders

Back on July 8, 2019, the members of PWPEC approved the solicitation of quotes through our MSA for preliminary survey and project design for street reconstruction projects planned for construction in 2020. On August 19, 2019, the members of PWPEC approved the agreements for Apex (\$235,200 or about 9.7%) and KLJ (\$110,375 or about 7.4%). Since that time, we have been working with Houston Engineering and Moore Engineering on scopes and fees and have come to an agreement.

Below is a brief summary of the scope and fee:

- BR-20-A0 (10th St N from 19th Ave N to 28th Ave N)
 - Selected Consultant: Houston Engineering
 - Provide project administration, preliminary and final design and plan preparation, design support during construction (change orders, plan revisions, etc.), and aid in a property owner meeting.
 - Not-to-exceed fee: \$128,100 or about 5.3% of the preliminary estimated cost of construction
- BR-20-B0 (7th Ave N from Broadway to Elm; Oak St N from BNSF RR to 7th Ave N)
 - Selected Consultant: Moore Engineering
 - Provide project administration, preliminary survey, preliminary and final design and plan preparation, design support during construction (change orders, plan revisions, etc.), and aid in a property owner meeting.
 - Not-to-exceed fee: \$350,000 or about 8.5% of the preliminary estimated cost of construction

Recommended Motion:

Approve a task order to Houston Engineering for the not-to-exceed amount of \$128,100 and a task order to Moore Engineering for the not-to-exceed amount of \$350,000.

In accordance with paragraph 1.1 of the Task Order Agreement between Owner and Engineer for Master Professional Services, dated February 22, 2019 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Project Title: Improvement District BR-20-B1
- B. Description: This task order is for developing plans and specifications for Water Main Replacement and Street Reconstruction project on 7th Ave N and Oak St N.

2. Services of Engineer

Services to be completed by the Engineer are as specified in the proposal submitted by Moore dated August 20, 2019. Proposal is attachment A of this Task Order.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Master Services Agreement dated February 22, 2019.

4. Times for Rendering Services

Phase	Completion Date
Task 1: Project Administration	December 2019
Task 2: Preliminary Survey	December 2019
Task 3: Project Development	December 2019
Task 4: Project Design	December 2019

5. Payments to Engineer

- A. Owner shall pay Engineer for services rendered as follows:

Phase	Compensation Method	Lump Sum, or Estimate of Compensation for Services
Task 1:	Hourly Not to Exceed	\$30,700
Task 2:	Hourly Not to Exceed	\$30,500
Task 3:	Hourly Not to Exceed	\$63,300
Task 4:	Hourly Not to Exceed	\$225,500
		Total Services = \$350,000

- B. The terms of payment are set forth in Article 3 of the Master Services Agreement.

6. Attachments

Attachment A – Proposal submitted by Moore dated August 20, 2019.

Attachment B – Commission ROA dated September 23, 2019.

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement, which is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is September 5, 2019.

Owner:

Engineer:

By: _____

By: _____

Name: Dr. Tim Mahoney

Name: Lee T. Beauvais

Title: Mayor

Title: Chief Operations Officer

Designated Representative for Task Order:

Designated Representative for Task Order:

Name: Tom Knakmuhs

Name: Tracy Eslinger

Title: Assistant City Engineer

Title: Sr. Project Manager

Approval Requirements

\$15,000 or less – City Engineer

\$15,001 - \$150,000 – PWPEC

Over \$150,000 – PWPEC & Commission