

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, August 23, 2021).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 1st Reading of an Ordinance Relating to Classification of Ordinance Violations (registration card to be carried).
- 2. Applications for Games of Chance:
 - a. Jeremiah Program Fargo-Moorhead for a raffle on 10/22/21.
 - b. 4 Luv of Dog Rescue for a raffle on 10/23/21.
 - c. Bio Girls, Inc. for a raffle on 11/16/21.
 - d. Lend a Hand Up for a raffle and raffle board on 9/25/21.
 - e. NDSU Foundation for a raffle and raffle board on 10/9/21.
 - f. North Dakota Dental Foundation for a raffle on 9/17/21.
- 3. Change Order No. 1 for an increase of \$31,049.00 and associated time extension for Project No. SR-21-A1.
- 4. Negative Final Balancing Change Order No. 2 in the amount of -\$2,109.50 for Project No. TR-20-A1.
- 5. Bid advertisement for Project No. PR-21-E.
- 6. Addition of Project No. TP-21-B1 to the 2021 Capital Improvement Plan.
- 7. Release of Permanent Easement as identified in Document No. 887241.
- 8. Installation of protective barriers within the reception areas of City Hall.
- 9. Agreement for Services with Nigel Helley.
- 10. Agreement for Services with Colby Youngquist.
- 11. Agreement for Services with Brianna King.
- 12. Sole Source Procurement with High Plains Technology for the purchase of the IBM i P9 computing system (SSP21148).
- 13. Change Order No. 3 for an increase of \$35,990.00 for the Mid America Steel Demolition.

Page 12. Sole Source Procurement with EnviroTech Services for the purchase of IceSlicer for the 2021/2022 winter (SSP21147).

15. Request to extend the snow removal equipment services contracts with Glacier Snow Management, Turf Tamers, Industrial Builders and Master Construction for the 2021-2022 winter season (RFP20148).
16. Bid award for squad car setups (RFP21141).
17. Contract and bond for Project No. SW21-01.
18. Bills.
19. Change Order No. 3 for an increase of \$28,260.00 for Improvement District No. BN-20-L1.
20. Change Order No. 1 for an increase of \$11,360.44 for Improvement District No. BN-21-H1.
21. Change Order No. 3 for an increase of \$4,600.36 for Improvement District No. PR-21-G1.
22. Bid award for Improvement District No. BN-21-E1.
23. Contracts and bonds for Improvement District Nos. AN-21-A1 and BN-21-K1.

REGULAR AGENDA:

24. **RESIDENT COMMENTS (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).**
25. ***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**
 - a. Asleson Farms Fourth Addition (3523 41st Street South); approval recommended by the Planning Commission on 8/3/21:
 1. Zoning Change from MR-2, Multi-Dwelling Residential to LC, Limited Commercial.
 2. 1st reading of rezoning Ordinance.
 - b. Amber Valley West Sixth Addition (5675 26th Avenue South and 2501 55th Street South); approval recommended by the Planning Commission on 8/3/21:
 1. Zoning Change from LC, Limited Commercial with a C-O, Conditional Overlay to LC, Limited Commercial with a C-O, Conditional Overlay and MR-3, Multi-Dwelling Residential.
 2. 1st reading of rezoning Ordinance.
 3. Plat of Amber Valley West Sixth Addition.
 - c. Public comment on the 2022 preliminary budget and recommended tax levies.
26. COVID-19 Update.
27. Update on the Wildlife Management Program Study Group.
28. Update on the Police Department's body-worn cameras and demonstration.

- Page 29. Resolution Authorizing the Sale of the Old Health Building located at 401 3rd Avenue North.
30. Recommendation to approve the TischlerBise Economic Impact Study and Model Development Scope of Work.
 31. Recommendation to receive and file an Ordinance Relating to Change in Form of Government (i.e. Council or Ward System form of government).
 32. 1st reading of an Ordinance Relating to Classification of Ordinance Violations (yielding and stopping while operating a bicycle).
 33. Applications for property tax exemptions for improvements made to buildings:
 - a. Rich and Kate Lea, 2408 26 1/2 Avenue South (5 year).
 - b. Alexa Johnson, 1337 8th Avenue South (5 year).
 - c. Scott Hoaby, 2307 26th Avenue South (5 year).
 34. Appointment to the Planning Commission.

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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE AMENDING SECTION 08-0304, 08-0320, AND 08-0323 OF
2 ARTICLE 08-03 OF CHAPTER 8 OF THE FARGO MUNICIPAL CODE RELATING TO
3 REGISTRATION CARD TO BE CARRIED IN THE DRIVER'S COMPARTMENT –
4 INSPECTION OF CARD, DRIVING WITHOUT LIABILITY INSURANCE PROHIBITED,
5 AND LICENSE TO BE CARRIED AND EXHIBITED UPON DEMAND,
6 AND SECTION 1-0305 OF ARTICLE 1-03 OF CHAPTER 1 OF THE FARGO
7 MUNICIPAL CODE RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS

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

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

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

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

17 NOW, THEREFORE,

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

19 Section 1. Amendment.

20 8-0304. - Registration card to be carried in the driver's compartment—Inspection of card.

21 The registration card issued for a vehicle shall be carried in the driver's compartment of the vehicle
22 at all times when the vehicle is being operated upon the streets of the city. Such card shall be
23 subject to inspection by any peace officer. However, a person cited for violation of this section

OFFICE OF THE CITY ATTORNEY
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ORDINANCE NO. _____

1 may not be found to have committed the violation if the person, within fourteen days after being
2 cited produces and displays to the office of the prosecutor where the matter is pending, a
3 registration card valid at the time the person was cited. A peace officer, upon citing a person for
4 violating this section, shall inform the person that a violation will be considered as not having
5 occurred if the person produces and displays a valid registration card in the manner provided in
6 this section.

7 Section 2. Amendment.

8 8-0320. - Driving without liability insurance prohibited.

- 9 A. A person may not drive, or the owner may not cause or knowingly permit to be driven, a
10 motor vehicle in this city without a valid policy of liability insurance in effect in order to
11 respond in damages for liability arising out of the ownership, maintenance, or use of that
12 motor vehicle in the amount required by chapter 39-16.1, N.D.C.C.
- 13 B. Upon being stopped by a law enforcement officer for the purpose of enforcing or
14 investigating the possible violation of an ordinance or state law, the person driving the
15 motor vehicle shall provide to the officer upon request satisfactory evidence, including
16 written or electronic proof of insurance, of the policy required under this section. If unable
17 to comply with the request, that person may be charged with a violation of this section. If
18 that person produces satisfactory evidence, including written or electronic proof of
19 insurance, of a valid policy of liability insurance in effect at the time of the alleged violation
20 of this section to the ~~office of the clerk of court under which the matter will be heard~~ office
21 of the prosecutor where the matter is pending, that person may not be convicted or assessed
22 any administration fee for violation of subsection A.
- 23 C. Notwithstanding section 26.1-30-18, N.D.C.C., a person may be convicted for failure to
have a valid policy of liability insurance in effect under this section if the time of
acquisition of the policy was after the time of the alleged incidence of driving without
liability insurance. If the time of acquisition of the policy comes into question, the driver
or owner has the burden of establishing the time of acquisition. If the driver is not an owner
of the motor vehicle, the driver does not violate this section if the driver provides the court

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 with evidence identifying the owner of the motor vehicle and describing circumstances
2 under which the owner caused or permitted the driver to drive the motor vehicle.

- 3 D. Violation of subsection A is ~~an infraction~~ a noncriminal offense and the sentence imposed must
4 include a fine of at least one hundred fifty dollars which may not be suspended. A person
5 convicted for a second or subsequent violation of driving without liability insurance within a
6 three-year period must be fined at least three hundred dollars which may not be suspended. For
7 a second or subsequent conviction for violation of subsection A, the court shall order the motor
8 vehicle number plates of the motor vehicle owned and operated by the person at the time of
9 the violation to be impounded until that person provides proof of insurance and a twenty dollar
10 fee to the office of the police officer that made the arrest and notify the department of the order.
11 The person shall deliver the number plates to the court without delay at a time certain as ordered
12 by the court following the conviction. The court shall deliver the number plates to the
13 department. A person who does not provide the number plates to the court at the appropriate
14 time is guilty of a class B misdemeanor.

11 Section 3. Amendment.

12 8-0323. - License to be carried and exhibited on demand.

13 An individual licensed to operate a motor vehicle shall have the operator's license in the individual's
14 immediate possession at all times when operating a motor vehicle and shall physically surrender the
15 operator's license upon demand of any court or police officer; however, an individual charged with
16 violating this section may not be convicted or assessed any court costs if the individual produces
17 within fourteen days of being cited, to the office of the prosecutor where the matter is pending, in
18 ~~court or in the office of the arresting officer~~ a valid operator's license issued to that individual that is
19 not under suspension, revocation, or cancellation at the time of the individual's arrest.

18 Section 4. Amendment.

19 1-0305. Classification of ordinance violations.

- 20 A. Violations of the following ordinances are Class B misdemeanors, subject to
21 punishment as provided in this article:
22
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1. Section 1-0306(D) (failure to appear or post bond on a non-criminal, non-traffic offense), section 8-0305(A)(2) (fictitious registration), section 8-0305(A)(3) (lending registration plates), section 8-0308 (reproducing operator's or driver's license or permit), section 8-0309 (driving under suspension), section 8-0310 (driving under the influence), section 8-0314 (reckless driving), section 8-0320(D) (~~driving without liability insurance – \$150.00 minimum fine failure to deliver plates~~), section 8-0803 (accidents involving damage to vehicle), section 8-0804 (duty to give information and render aid), section 8-0805 (duty upon striking fixture or other property), section 8-0809 (false reports), section 10-0101 (minor using alcohol), 10-0104 (curfew), section 10-0201 (indecent exposure), section 10-0301 (disorderly conduct), section 10-0317 (resisting police officer), section 10-0319 (incendiary devices), section 10-0320 (registration in schools), section 10-0321 (criminal mischief), section 10-0322 (harassment), section 10-0323 (simple assault), section 10-0324 (aiding and abetting), section 10-0601 (shoplifting), section 10-0602 (theft), section 10-0702 (order to disperse), section 10-0703 (tenant/owner cooperation required), section 10-1202(2) ($\geq \frac{1}{2}$ oz. marijuana) and 10-1202(3) (under 21 in possession of marijuana), section 12-0117(C) and 12-0117(G) (potentially dangerous and dangerous dogs), section 13-0511 (removal of wastes), section 13-0513 (fee/permit for hauling waste), section 13-0529 (misuse of compost sites), article 13-13 (drug lab cleanup), chapter 17 (sewers and sewerage), article 18-09 (excavation code), section 25-1509(A) (selling alcoholic beverage to minor), section 25-1513(C) (minor misrepresenting age), and section 25-1513(D) (delivery of alcoholic beverage to minor), article 25-33 (tattoos, body art and body piercing), article 25-36 (tanning facilities).

* * * *

C. 9. For a violation of the following ordinance, a fee of \$150.00.

Section 11-0814 (littering on private property), Section 08-0320(A) (Driving without liability insurance – first offense).

C. 10. For a violation of the following ordinance, a fee of \$200.00.

Section 8-0321 (use of a wireless communication device prohibited), section 8-0322 (distracted driving).

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 C. 11. For a violation of the following ordinance, a fee of \$300.00.

2 Section 08-0320(A) (Driving without liability insurance – second or subsequent offense in
3 three years).

4 C. ~~12~~ 11. For a violation of 08-0502, a fee established as follows:

5 * * * *

6
7 C. ~~13~~ 12. The determination of the fees payable for parking violations described in articles
8 8-10, 8-17, and section 9-0705 shall be based upon the vehicle that is found to be in
9 violation of said article and the owner of the vehicle shall be responsible for payment of
10 the fees.

11 * * * *

12 Section 5. Penalty.

13 A person who violates section 08-0304 is guilty of a noncriminal offense, punished by a
14 \$20.00 fee, which may not be suspended.

15 A person who violates section 08-0320(A)(first offense) is guilty of a noncriminal offense,
16 punished by \$150.00 fee, which may not be suspended.

17 A person who violates section 08-0320(A)(second or subsequent offense in three years) is
18 guilty of a noncriminal offense, punished by \$300.00 fee, which may not be suspended.

19 A person, firm, or corporation who violates section 08-0320(D) of Article 08-03 and is
20 ordered to deliver their plates to the Court and does not provide the plates to the Court is
21 guilty of a class B misdemeanor and shall be punished by a fine not to exceed \$1,500.00, or
22 by imprisonment not to exceed 30 days, or by both such fine and imprisonment, in the
23 discretion of the court; the court to have power to suspend said sentence and to revoke the
suspension thereof.

A person who violates section 08-0323 is guilty of a noncriminal offense, punished by a
\$20.00 fee, which may not be suspended.

ORDINANCE NO. _____

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

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:



2a

* ☐ Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to Jeremiah Program Fargo-moorhead		Date(s) of Activity 10/22/2021 to 10/22/2021		For a raffle, provide drawing date(s): 10/22/21	
Person Responsible for the Gaming Operation and Disbursement of Net Income Andrea Williams		Title Development		Business Phone Number (701) 552-5553	
Business Address 3104 Fiechtner Dr,		City Fargo		State ND	Zip Code 58103-0000
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Holiday inn Fargo		Site Address 13th Ave. South			
City Fargo		State ND	Zip Code 58103-0000	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 *					

Game Type	Description of Prize	Retail Value of Prize
Raffle	Trip to Greece	\$4,450.00

Game Type	Description of Prize	Retail Value of Prize
Total:		<div> <div>(Limit \$40,000 per year)</div> <div>\$ 4,450.00</div> </div>

Intended uses of gaming proceeds: Operating funds for Jeremiah Program families

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: \$ 44.00 . This amount is part of the total prize limit of \$40,000 per year.

705.00

Signature of Organization or Group's Top Official <i>Yathin K. S. S.</i>	Date 8/18/2021	Title Event Manager	Business Phone Number (507) 272-4246
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Molly Fuchs



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2019)

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

Name of Nonprofit Organization or group of people permit is issued to 4 Luv Of Dog Rescue	Date(s) of Activity to	For a raffle, provide drawing date(s): 10/23/2021	
Person Responsible for the Gaming Operation and Disbursement of Net Income Savanna Leach	Title Fundraiser	Business Phone Number (701) 388-1700	
Business Address Po Box 9283	City Fargo	State ND	Zip Code 58106-9283
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted Holiday Inn	Site Address 3803 13th Ave S		
City Fargo	State ND	Zip Code 58103-0000	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
50/50 Cash	50% Raffle Cash	\$1,200.00			
	(approximately)				
			Total: \$ 1,200.00		

(Limit \$40,000 per year)

Intended uses of gaming proceeds: benefiting 4 Luv of Dog Rescue operations

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>Kid Macie</i>	Date 8/24/2021	Title President	Business Phone Number (701) 205-0190
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20

B75.00
CC
8-30-21

Name of Nonprofit Organization or group of people permit is issued to Bio Girls, Inc.		Date(s) of Activity to		For a raffle, provide drawing date(s): 11/16/2021	
Person Responsible for the Gaming Operation and Disbursement of Net Income Holly Heintzman		Title Procurement		Business Phone Number (701) 526-9620	
Business Address 4225 38th Street South; Suite 101		City Fargo		State ND	Zip Code 58104-7573
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted R.D. Offutt Company		Site Address 225 Broadway North			
City Fargo		State ND	Zip Code 58102-4800	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 *					

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
Raffle	Samsung 75" Class 7 Series LED 4K UHD Smart Tizen TV						\$999
Raffle	DELL Precision 3551 Workstation Laptop						\$1,250
Raffle	Family Funtime Package (hotel stay, local attraction tickets, restaurant gift card)						\$600
Raffle	Pamper Me! Package (hotel stay, 50 min massage, basic house cleaning, pedicure, jewelry)						\$490
Raffle	Putts and Pucks Package (2 rounds of golf, golf simulator time, restaurant/brewery gift cards, UND hockey tickets)						\$400
Raffle	Yeti Hard Haul Cooler						\$399
Raffle	Scheels Gift Card						\$250
Raffle	NDSU Football Fan Package (2 game tickets, signed football, NDSU swag)						\$250
Raffle	STIHL Battery-powered BGA57 Blower						\$199
Raffle	STIHL Battery-powered BGA57 Blower						\$199
Raffle	Logitech Brio Webcam						\$199
Raffle	One month Fitness Training at Dynasty Performance Training						\$125
						Total:	\$5,360
						Total:	(Limit \$40,000 per year) \$ 5360.00

Intended uses of gaming proceeds: To support programs and activities at BIO Girls, 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 1-800-326-9240.

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 Groups Top Official <i>1. [Signature]</i>	Date <i>8/25/21</i>	Title <i>Executive Director</i>	Business Phone Number <i>701.200.3953</i>
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APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2019)

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

Name of Nonprofit Organization or group of people permit is issued to Lend A Hand Up	Date(s) of Activity 9/25/2021 to 9/25/2021	For a raffle, provide drawing date(s): 9/25/2021	
Person Responsible for the Gaming Operation and Disbursement of Net Income Mary Moen	Title Ambassador	Business Phone Number (701) 261-0878	
Business Address 4141 28th Ave South	City Fargo	State ND	Zip Code 58104-0000
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted El Zagal Shrine	Site Address 1429 3rd St N		
City Fargo	State ND	Zip Code 58102-0000	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 checked="" type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle Board	CornHole Game	\$250.00	Raffle Board	Quilt	\$300.00
Raffle Board	Topaz/Diam Ring	\$900.00	Raffle	Eyewear	\$100.00
Raffle	Beauty Products	\$500.00	Raffle	Kids' Baskets	\$250.00
Raffle	Handcraft Items	\$640.00	Raffle	Alcohol	\$300.00
Raffle	Pet Baskets	\$200.00	Raffle	Gift Cards	\$450.00
Raffle	Branded Merch	\$250.00	Raffle	Artwork	\$300.00
Raffle	Sport Collectibl	\$275.00			
			Raffle (50/50)	Cash	\$3,000.00
Total:					(Limit \$40,000 per year) \$ 7,715.00

Intended uses of gaming proceeds: To increse financial help for families experiencing a medical crisis., in

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: \$ 6,795.00 . This amount is part of the total prize limit of \$40,000 per year.

Signature of Organization or Group's Top Official <i>Mary Moen</i>	Date 8/25/2021	Title Executive Director	Business Phone Number (701) 271-0263
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APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

\$25.00
9-1-21
CC

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

Name of Nonprofit Organization or group of people permit is issued to Ndsu Foundation	Date(s) of Activity 10/9/2021 to 10/9/2021	For a raffle, provide drawing date(s): 10/9/2021	
Person Responsible for the Gaming Operation and Disbursement of Net Income Emily Sumner	Title Ass Dir Event	Business Phone Number (701) 231-6815	
Business Address 1241 University Dr N	City Fargo	State ND	Zip Code 58102-2524
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted Delta Hotels by Marriott Fargo	Site Address 1635 42nd St Sw		
City Fargo	State ND	Zip Code 58103-3323	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 checked="" 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
Paddle Raffle	Diamond Pendant	\$4,945.00			
Paddle Raffle	Scheels GC	\$1,500.00			
Paddle Raffle	Trip	\$1,500.00			
Raffle Board	Mystery Trip	\$5,000.00			
Premier Liquors ^{Raffle Board}	Premier Liquors	\$2,000.00			
Total:			(Limit \$40,000 per year) \$14,945.00		

Intended uses of gaming proceeds: Academic scholarships for North Dakota State University students.

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 8-31-21	Title President / CEO	Business Phone Number 701-231-6800
---	------------------------	---------------------------------	--



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2019)

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

Name of Nonprofit Organization or group of people permit is issued to North Dakota Dental Foundation	Date(s) of Activity	For a raffle, provide drawing date(s): 09/17/2021	
Person Responsible for the Gaming Operation and Disbursement of Net Income Michael Little	Title Exec Director	Business Phone Number (701) 271-0263	
Business Address 4141 28th Ave S	City Fargo	State ND	Zip Code 58104
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted Delta Hotel by Marriott	Site Address 1635 42nd Street Sw		
City Fargo	State ND	Zip Code 58103	County Cass
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	Diamond Necklace	\$1,450.00			
Raffle	Travel Voucher	\$1,000.00			
Total:					(Limit \$40,000 per year) \$ 2,450.00

Intended uses of gaming proceeds:

to support dental patients in need through charitable programs (go to niddental.org for more info).

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 9/2/2021	Title Executive Director	Business Phone Number (701) 271-0263
---	-------------------------	------------------------------------	--

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(3)

Project No. SR-21-A1

Type: Change Order #1 & Time Extension

Location: Citywide

Date of Hearing: 8/30/2021

RoutingDate

City Commission

9/7/2021

PWPEC File

X

Project File

Brandon Beaudry

The Committee reviewed the accompanying correspondence from Project Manager, Brandon Beaudry, for Change Order #1 in the amount of \$31,049, bringing the total contract amount to \$699,255.50. This additional work results from sidewalk complaints that the City has received, evaluated, and determined that it required immediate corrective action and have been added to the original contract along with a 24 day time extension to complete the work.

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

On a motion by Tim Mahoney, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #1 and the 24 day time extension to Master Construction.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #1 in the amount of \$31,049, bringing the total contract amount to \$699,255.50 and the associated time extension to Master Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax & 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/AN/AN/ACOMMITTEE

Present Yes No Unanimous

17

Tim Mahoney, Mayor

☒☒☐

Nicole Crutchfield, Director of Planning

☒☒☐

Steve Dirksen, Fire Chief

☒☒☐

Ryan Erickson

Bruce Grubb, City Administrator

☐☐☐

Ben Dow, Director of Operations

☐☐☐

Steve Sprague, City Auditor

☒☒☐

Brenda Derrig, City Engineer

☒☒☐

Kent Costin, Finance Director

☐☐☐

ATTEST:



Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Brandon Beaudry, Project Inspector
Date: August 24, 2021
Re: Project #SR-21-A1 (Sidewalk & Shared Use Path Rehab/Reconstruction) – Change Order #1 and Time Extension

Background:

Project #SR-21-A1 is for Sidewalk & Shared Use Path Rehab/Reconstruction. This is for additional sidewalk work regarding complaints that have been added to the original contract.

The attached Change Order in the amount of \$31,049.00, which increases the total contract amount to \$669,255.50 is for additional work as shown on Change Order #1. A description of the additional work can be seen on the attached Change Order.

Master Construction is also requesting a time extension of the substantial completion to October 4, 2021.

This Project is funded by sales tax and special assessments.

Recommended Motion:

Approve Change Order # 1 in the amount of \$31,049.00 with a 24-day time extension for this work.

Original Completion Dates	Revised Previously	Revised This Memo
Substantial – September 10, 2021 Final – October 1, 2021	- -	Substantial – October 4, 2021 Final – October 25, 2021

BGB/jmg
Attachment

C: Tom Knakmuhs
Kristy Schmidt



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

Project No	SR-21-A1	Change Order No	1
Project Name	Sidewalk & Shared Use Path Rehab/Reconstruction		
Date Entered	8/17/2021	For	Master Construction Co Inc

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

EXPLANATION OF CHANGE: Various Spot Repairs Throughout City of Fargo

Various spot repairs added to sidewalk contract. Various areas throughout the City of Fargo

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 (\$)
Assessed	3	Rem & Repl Driveway 6" Thick Reinf Conc	SY	40.00	0.00	40.00	24.00	64.00	120.00	2,880.00
	5	Rem & Repl Pavement 6" Thick Asph	SY	20.00	0.00	20.00	27.00	47.00	91.00	2,457.00
	8	Remove Driveway All Thicknesses All Types	SY	219.00	0.00	219.00	62.00	281.00	10.00	620.00
	9	Rem & Repl Curb & Gutter	LF	31.00	0.00	31.00	76.00	107.00	72.00	5,472.00
Assessed Sub Total (\$)										11,429.00
City Paid	12	Rem & Repl Curb & Gutter	LF	320.00	0.00	320.00	110.00	430.00	52.00	5,720.00
	15	F&I Sidewalk 4" Thick Reinf Conc	SY	827.00	0.00	827.00	50.00	877.00	61.00	3,050.00
	16	F&I Sidewalk 6" Thick Reinf Conc	SY	53.00	0.00	53.00	155.00	208.00	70.00	10,850.00
City Paid Sub Total (\$)										19,620.00

Summary

Source Of Funding

Sales Tax Funds - Infrastructure - 420, Special Assessments

Net Amount Change Order # 1 (\$)

31,049.00

Previous Change Orders (\$)

0.00

Original Contract Amount (\$)

668,206.50

Total Contract Amount (\$)

699,255.50



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

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

CONTRACT TIME

**Current Substantial
Completion Date**

09/10/2021

**Current Final Completion
Date**

09/10/2021

**Additional Days Substantial
Completion**

24.00

**Additional Days Final
Completion**

24.00

**New Substantial
Completion Date**

10/04/2021

**New Final Completion
Date**

10/04/2021

Description

Extra days are for 38 additional spot repairs city wide added to SR-21-A1 contract.

APPROVED

For Contractor

Title

APPROVED DATE

Department Head

Mayor

Attest

REPORT OF ACTION

(4)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. TR-20-A1

Type: Negative Final Balancing Change Order #2

Location: Various Locations

Date of Hearing: 8/30/2021

RoutingDate

City Commission

9/7/2021

PWPEC File

X

Project File

Jim Mohr

The Committee reviewed the accompanying correspondence from Project Manager, Jim Mohr, for Negative Final Balancing Change Order #2 in the amount of \$-2,109.50, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #2 in the amount of \$-2,109.50, bringing the total contract amount to \$367,816.20.

On a motion by Tim Mahoney, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to Fargo Electric.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of \$-2,109.50, bringing the total contract amount to \$367,816.20 to Fargo Electric.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Traffic & Street Light Funds

Developer meets City policy for payment of delinquent specials

Yes No

N/A

Agreement for payment of specials required of developer

N/A

Letter of Credit required (per policy approved 5-28-13)

N/A

COMMITTEE

Present

Yes

No

Unanimous

☒

Tim Mahoney, Mayor

☒☒☐

Nicole Crutchfield, Director of Planning

☒☒☐

Steve Dirksen, Fire Chief

☒☒☐

Ryan Erickson

Bruce Grubb, City Administrator

☐☐☐

Ben Dow, Director of Operations

☐☐☐

Steve Sprague, City Auditor

☒☒☐

Brenda Derrig, City Engineer

☒☒☐

Kent Costin, Finance Director

☐☐☐

ATTEST:



Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Jim Mohr, Project Engineer
Date: August 23, 2021
Re: Project No. TR-20-A1 – Final Balancing Change Order #2
Traffic Signal, Street Light Maintenance & Incidentals

Background:

Project No. TR-20-A1 is for the repair of various traffic signals and street lighting maintenance issues Citywide.

Fargo Electric is the Prime Contractor on this project.

The attached Final Balancing Change Order #2 in the amount of \$-2,109.50, will bring the final contract amount to \$367,816.20.

Recommended Motion:

Approve Final Balancing Change Order #2 in the amount of \$-2,109.50.

Attachment



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

Project No TR-20-A1 Change Order No 2
 Project Name Traffic Signal, Street Light Maintenance & Incidentals
 Date Entered 8/23/2021 For Fargo Electric Const 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:

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Traffic Signals	7	F&I Signal Cable AWG 14/20	LF	898.00	0.00	898.00	-398.00	500.00	5.00	-1,990.00
	10	F&I Signal Cable AWG 14/7	LF	711.00	0.00	711.00	-311.00	400.00	4.50	-1,399.50
	17	* 33 st / 34 ave s 24" epoxy xwalk	LF	0.00	0.00	0.00	1.00	1.00	1,280.00	1,280.00
Traffic Signals Sub Total (\$)										-2,109.50
Grand Total (\$)										-2,109.50

* NC Items

Summary

Source Of Funding

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

-2,109.50
11,736.20
358,189.50
367,816.20

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/15/2020	10/15/2020	0.00	0.00	09/15/2020	10/15/2020
Description					



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

APPROVED

APPROVED DATE

For Contractor

Cooper Electric Construction

Title

Project Manager

Department Head

B. L. F. D.

Mayor

Attest

[Signature]

COVER SHEET
CITY OF FARGO PROJECTS

⑤

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

Concrete Spot Repair

Project No. PR-21-E

Call For Bids September 6, 2021

Advertise Dates September 15, 22, & 29, 2021

Bid Opening Date October 13, 2021

Substantial Completion Date August 1, 2022

Final Completion Date September 1, 2022

N/A PWPEC Report (Attach Copy) **Part of 2021 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Jeremy Engquist

Phone No. (701) 298-6939

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

N/A Create District (Attach Copy of Legal Description)

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

N/A Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT
CONCRETE SPOT REPAIR
PROJECT NO. PR-21-E

Nature & Scope

The proposed project will include concrete pavement repair and incidentals on streets in various areas in the City.

Purpose

The purpose of the project is to correct deficiencies that have appeared over time. Joint and random spalls, longitudinal and transverse cracking, pavement blowouts, and pavement deterioration are present on these pavement sections. The proposed project will aid in extending the useful life of these streets by restoring the pavement's structural integrity, therefore delaying future deterioration and improving ride quality.

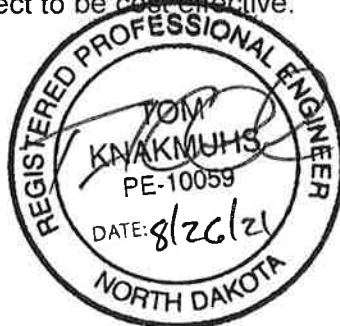
Feasibility


The estimated cost of construction is \$859,980. The project will be funded by Street Sales Tax Funds. The project's cost breakdown is as follows:

Estimated Construction Costs	\$	859,980.00
Plus 10% Engineering Fee:	\$	85,998.00
Plus 4% Administration Fee:	\$	34,399.20
Plus 3% Legal Fee:	\$	25,799.40
Plus 4% Interest Fee:	\$	34,399.20
Plus 5% Contingency:	\$	42,999.00
Total Estimated Costs:	\$	1,083,574.80

Project Funding Summary			
Street Sales Tax	92.81%	\$	1,005,706.80
Developer Funded	7.19%	\$	77,868.00
Total Estimated Project Cost		\$	1,083,574.80

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Assistant City Engineer

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. TP-21-B1

Type: CIP Revision

Location:

Date of Hearing: 8/16/2021

RoutingDate

City Commission

9/7/2021

Finance Committee

8/27/2021

PWPEC File

X

Project File

Roger Kluck

The Committee reviewed a communication from Civil Engineer, Roger Kluck, regarding a recommendation to add Project TP-21-B1 to the 2021 CIP.

In May, Planning and Engineering brought to PWPEC a request to hire AE2S/Confluence to design and provide construction-engineering services for The Fargo Project – North Pond. We have now reached the point to move forward with construction documents and bidding.

Staff is recommending inclusion of TP-21-B1 in the 2021 CIP for an estimated cost of \$106,500, which includes a 5% contingency and will be bid and built through a City held contract with The Fargo Project and Red River Human Services (RRHS) paying their costs up front. We have been asked to waive the infrastructure funding policy costs for Administration, Legal, and Interest because the project is paying in advance of award and would save the parties 11% in fees. The \$106,500 is broken out as follows: RRHS - \$38,115 and The Fargo Project - \$67,935.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend adding Project No. TP-21-B1 to the 2021 Capital Improvement Plan and bring to Finance to waive fees.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and add Project No. TP-21-B1 to the 2021 Capital Improvement Plan.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: RRHS & The Fargo Project

Developer meets City policy for payment of delinquent specials

Yes No

N/A

Agreement for payment of specials required of developer

N/A

Letter of Credit required (per policy approved 5-28-13)

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Steve Dirksen, Fire Chief

☒☒☐

Bruce Grubb, City Administrator

☒☒☐

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☒☒☐

Brenda Derrig, City Engineer

☒☒☐

Kent Costin, Finance Director

☒☒☐

Tom Knakmuhs

ATTEST:

Tom Knakmuhs, P.E.
Assistant City Engineer

C: Kent Costin, Jessica Houim

Memorandum

To: Members of PWPEC

From: Roger E. Kluck, PE, CFM Civil Engineer II Storm Sewer & Floodplain
Nicole Crutchfield, Director of Planning & Development

Date: August 12, 2021

Re: Project No. TP-21-B1 The Fargo Project – North Pond Project
2021 CIP Revision

In May, Planning and Engineering brought forward to PWPEC a request to hire AE2S/Confluence to design and provide construction-engineering services at a cost of \$35,664.00 for The Fargo Project-North Pond. The Fargo Project is covering funding for the design and construction engineering services. We have now reached the point to seek PWPEC approval to amend the 2021 CIP to include this project so we can move forward with construction documents and bidding.

This project follows an agreement between Fargo Parks and Red River Human Services (RRHS) for this pond and related features, wherein RRHS would be responsible for the cost of building the pond, revising the existing sidewalk path to fit the pond, providing prairie grass and trees, and for long-term maintenance of the pond features. Fargo has offered through the budget on The Fargo Project to cover the addition of boulders, stepping logs, and climbing logs to complement the Fargo Project features. Fargo Parks is providing the land.

The total construction cost has been estimated at \$106,500.00, which includes a 5% contingency and will be bid and built through a City held contract with The Fargo Project and RRHS paying their costs up-front. We have been asked to waive the infrastructure funding policy costs for Administration, Legal, and Interest because the project is paying in advance of award and would save the parties 11% in fees. The \$106,500.00 is broken out as follows: RRHS - \$38,115.00 and The Fargo Project - \$67,935.00

Engineering is requesting PWPEC approval to amend the 2021 CIP to include this project so we can move forward with construction documents and bidding and to forward the matter to Finance to comment on the request to wave the fees.

Recommended Motion:

Amend the 2021 Capital Improvement Plan to include Project #TP-21-B1, The Fargo Project-North Pond, based upon the estimated construction budget amount of \$106,500.00 and forward the matter on fees to the Finance Committee.

REPORT OF ACTION**FINANCE COMMITTEE****Project:** TP-21-B1**Type:** Request to Waive Fees**Location:** The Fargo Project – North Pond**Date of Hearing:** August 27, 2021

<u>Routing</u>	<u>Date</u>
City Commission	9/7/2021
Project File	<u>Roger Kluck</u>

Civil Engineer, Roger Kluck, presented a request to waive fees for Project TP-21-B1 for The Fargo Project and Red River Human Services (RRHS).

Staff is recommending inclusion of TP-21-B1 in the 2021 CIP for an estimated cost of \$106,500, which includes a 5% contingency. The project will be bid and built through a City held contract with The Fargo Project and RRHS paying their costs up front. We have been asked to waive the infrastructure funding policy costs for Administration, Legal, and Interest because the project is paying in advance of award and would save the parties 11% in fees.

MOTION:

On a motion by Dave Piepkorn, seconded by Mike Redlinger, the Finance Committee voted to approve the request to waive the infrastructure funding policy costs for Administration, Legal, and Interest and forward the project on to City Commission for inclusion in the 2021 CIP.

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

REPORT OF ACTION

(7)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Release of Flood Easement

Location: Timberline Addition

Date of Hearing: 8/30/2021

RoutingCity Commission
PWPEC File
Project FileDate

9/7/2021

X

Jody Bertrand

The Committee reviewed communication from Division Engineer, Jody Bertrand, regarding a request for release of flood easements in the Timberline area as identified in document #887241. These were acquired October 1997 after the spring flood. The development was newly constructed and due to flood efforts in the area an easement was requested from the developer for the remaining lots under his ownership. Since then a permanent levee has been constructed which makes these easements obsolete. The existing easements has caused recent issues for individual property owners to make rear yard improvements.

Staff is recommending approval.

On a motion by Tim Mahoney, seconded by Bruce Grubb, the Committee voted to recommend approval of the release of the flood easements.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the release of flood easements as identified in document #887241.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

Yes No

Developer meets City policy for payment of delinquent specials

N/A

Agreement for payment of specials required of developer

N/A

Letter of Credit required (per policy approved 5-28-13)

N/A

COMMITTEE

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

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Bruce Grubb, City Administrator

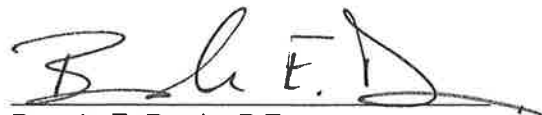
Ben Dow, Director of Operations

Steve Sprague, City Auditor

Brenda Derrig, City Engineer

Kent Costin, Finance Director

ATTEST:


Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC

From: Jody Bertrand, PE, CFM
Division Engineer Storm Sewer Utility

Date: August 30, 2021

Subject: Request for Release of Flood Easements in Timberline Addition

Background:

The City of Fargo acquired a building elevation agreement and perpetual flood easements from E. W. Wylie Corporation under document #887241 (October 17, 1997) for the Timberline Addition, south of 40th Avenue South and west of the drain. This development was newly constructed just prior to the 1997 flood and due to the flood efforts in the area, an easement was requested from the developer for the remaining lots still under their ownership, to establish minimum building elevations for future structures and provide an easement for flood protection/levee construction.

In 2011, the City acquired new easements for the Timberline area which allowed the construction of a permanent clay levee directly adjacent to the drain. The construction of this levee has made the previous internal easements of Timberline to be obsolete and not necessary for future flood protection. The existence of these older easements has caused recent issues for individual property owners to make rearyard improvements (pools/auxiliary buildings). Due to expected future requests by homeowners and their proposed improvements, engineering recommends releasing the old flood protection easements on the lots identified in the easement document.

Recommended Motion:

Approval of the release of the permanent flood easement document #887241 for all lots identified.

Attachment

**BUILDING ELEVATION AGREEMENT AND EASEMENT
(Timberline Addition)**

THIS AGREEMENT, Made and entered into this 17th day of ^{October}~~September~~, 1997, by and between **E.W. WYLIE CORPORATION**, hereinafter referred to as "Owner", and **THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, hereinafter referred to as "City",

WITNESSETH:

WHEREAS, the above-named Owner is the record owner of tracts of land located in the Timberline Addition to the City of Fargo, Cass County, North Dakota, more particularly described as follows:

^{MC} Lots ~~Five (5)~~, Eight (8), Fourteen (14), ^{MC} ~~Fifteen (15)~~, Nineteen (19), Twenty (20), Twenty-nine (29), Thirty (30), Thirty-three (33), Thirty-four (34), Thirty-five (35), Thirty-six (36), Thirty-nine (39), Forty (40), Forty-one (41), ^{MC} ~~Forty-two (42)~~, Forty-three (43), Forty-four (44), Forty-five (45), Forty-six (46), Forty-seven (47), Forty-eight (48), Forty-nine (49), Fifty (50), Fifty-one (51), Fifty-two (52), Fifty-three (53), Fifty-five (55), Fifty-six (56), Fifty-seven (57), Fifty-eight (58), and Fifty-nine (59), Block Three (3), Timberline Addition to the City of Fargo, Cass County, North Dakota.

and,

WHEREAS, Owner, by execution of this agreement, is presently granting to City a permanent easement for a dike to provide flood elevation protection for the properties to be built in said addition; and,

WHEREAS, the parties agree that flood protection elevation shall be maintained across the lots in the addition and specifically those lots described hereinbefore at all times to an elevation of 905.5 USGS elevation; and,

WHEREAS, the parties wish to commit their agreement to writing;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, **IT IS HEREBY AGREED** as follows:

1. Owner hereby grants to City a permanent easement in the above-described property for a dike for flood control purposes as hereinafter set forth. Owner is also executing contemporaneously herewith a temporary construction easement for construction of the same.

2. Owner agrees to maintain a minimum flood protective elevation of 905.5 USGS across the property described hereinbefore. The flood protection elevation shall be maintained at a minimum ten (10) foot wide strip of land across the entire lot and connecting to the flood protection elevation structures on adjacent lots.

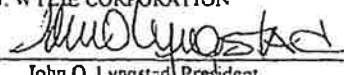
3. Owner agrees to construct any structure or building on the subject property with a minimum elevation of 906.0 USGS datum. This minimum building elevation shall apply to the lowest floor and lowest foundation openings, including window area walls.

4. This agreement will be binding on the parties, their heirs, administrators, successors and assigns as the case may be.

WITNESSETH, the parties hereto have set their hands and seals the day and year first above written.

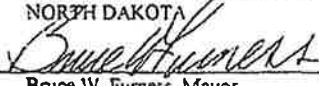
E.W. WYLIE CORPORATION

By


John O. Lyngstad, President

THE CITY OF FARGO, CASS COUNTY,
NORTH DAKOTA

By

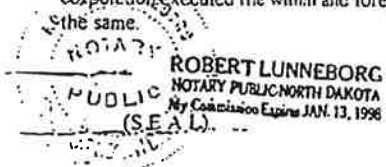

Bruce W. Furness, Mayor

ATTEST:


Carol J. Kraft, City Auditor

STATE OF NORTH DAKOTA)
) ss
COUNTY OF)

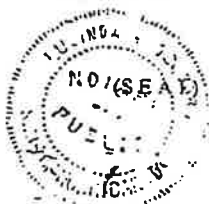
On this 17th day of October, 1997, before me, a notary public in and for said county and state, personally appeared JOHN O. LYGSTAD, to me known to be the president of E.W. WYLIE CORPORATION, the corporation which is described herein and acknowledged to me that said corporation executed the within and foregoing instrument and acknowledged to me that he executed the same.



Robert Lunneborg
Notary Public
Residing at: Cass County, North Dakota
My commission expires 1-13-98

STATE OF NORTH DAKOTA)
) ss
COUNTY OF CASS)

On this 17th day of November, 1997, before me, a notary public in and for said county and state, personally appeared BRUCE W. FURNESS and CAROL J. KRAFT, to me known to be the Mayor and City Auditor, respectively, of THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, the municipal corporation, which is described herein and acknowledged to me that said municipal corporation executed the within and foregoing instrument and acknowledged to me that they executed the same.



Rebecca K. Selberg
Notary Public
Residing at: My Commission Expires JAN. 11, 2000
My commission expires: _____

DOCUMENT NO. 887241

RECORDING FEE 13.00 Chg.

390-skr7515skrcityVlood

Filed
Grantee
Grantee
Indused
Chosed

STATE OF NORTH DAKOTA } ss
COUNTY OF CASS }
REGISTER'S OFFICE

I hereby certify that the within instrument was filed in this office for record

on NOV 26 1997
at 8:40 o'clock A. M. and was duly
recorded as Doc. No. 887241

Deanna Jensen
REGISTERED
Carol Selberg Deputy

Chg: CCA C
Return: City of Fargo
Attn: L. Way
PO Box 2083
Fargo ND 58107

Release of Permanent Easement

Document #887241

On or about October 17, 1997, E. W. Wylie Corporation, a North Dakota corporation ("Grantor") granted the City of Fargo, a North Dakota municipal corporation ("Grantee") a permanent and perpetual easement for the purpose of a dike for flood protection, recorded as Document #887241, over the following described property:

Lots Eight (8), Fourteen (14), Nineteen (19), Twenty (20), Twenty-nine(29), Thirty (30), Thirty-three(33), Thirty-four(34), Thirty-five(35),Thirty-six(36), Thirty-nine(39),Forty (40), Forty-one (41), Forty-three (43), Forty-four (44), Forty-five (45), Forty-six (46), Forty-seven (47), Forty-eight (48), Forty-nine (49), Fifty (50), Fifty- one (51), Fifty-two (52), Fifty-three (53), Fifty-five (55), Fifty-six (56), Fifty-seven (57), Fifty-eight (58), and Fifty-nine (59), Block Three (3), Timberline Addition to the City of Fargo, Cass County, North Dakota.

Grantee hereby consents to, and does hereby release, any and all interest of the City in said easements, and does, by this instrument, release the Grantor, Grantor's successors and assigns, from the easement established by the Building Elevation Agreement and Easement instrument dated October 17, 1997 (Document #887241).

(Signature on following page)

IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed
this ____ day of _____, 2021.

CITY OF FARGO, a North Dakota
a municipal corporation,

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

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of _____, 2021, before me, a notary public in and for said county and state, personally appeared Dr. Timothy J. Mahoney, M.D. and Steven Sprague, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, a North Dakota municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, ND

The legal description was obtained from a
previously recorded document.

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

REPORT OF ACTION

FINANCE COMMITTEE

Project: Protective Barriers Installations Within Reception Areas

Location: Fargo City Hall

Date of Hearing: February 1, 2021

<u>Routing</u>	<u>Date</u>
City Commission	09/07/2021

When City Hall opened three years ago, included in the base construction project were protective barriers placed on the reception counters of the first floor City Auditor's Office. The remaining eight departments were not fitted with protective glass; however, those reception counters were structurally constructed future-ready to support protective glass if/when a decision was made for implementation.

The long-term security plan for the City Hall structure included the installation of these physical barriers to prevent a forced entry from a visitor into the inner offices of each department (currently, this could be easily attained by a visitor sliding over the counter and into the department).

At the beginning of COVID-19, the City's Facilities Management Team sourced and installed temporary plexi-glass panels for the eight departments lacking the protective barriers. These are currently hung from the ceiling tile grid using metal cords. There is a strong preference for retaining a physical barrier after the COVID-19 pandemic threat recedes due to the nature of the work and the aggressive exchanges that may occur at these reception windows.

A price proposal to install the same protective barriers as the Auditor's Office in the remaining eight City Hall departments (along with the main lobby reception area) was secured via the same contractor as the original City Hall project (Red River Glazing). This allows the City to take advantage of the institutional knowledge possessed by the firm as well as the competitive pricing secured through the original project bid. It also fully standardizes all departmental access points across the facility for security purposes. The proposal includes "speak-through" devices to ensure staff and members of the public can effectively communicate.

The total cost of the project is \$175,592, which includes a 5% contingency line item. City Administration has worked with the Finance Department to identify sufficient financial liquidity within the remaining/unallocated 2020 CARES Act money (public safety reimbursement) for this project to be fully funded.

MOTION:

On a motion by Piepkorn, seconded by Redlinger, the Finance Committee voted unanimously to approve the installation of protection barriers within reception areas of Fargo City Hall and the utilization of the City Hall Project's applicable piggyback purchase and/or sole source procurement codes for the applicable vendor.

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


 Dr. Tim Mahoney, Finance Committee Chair



9

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: AUGUST 31, 2021

RE: AGREEMENT FOR NIGEL HELLEY, INDEPENDENT
CONTRACTOR, FOR SERVING AS LOGISTICS AND
OPERATIONS SUPPORT FOR THE COVID-19 INCIDENT
TESTING SITE

The attached agreement for services with Nigel Helley to serve as the Logistics and Operations Support for the COVID-19 Testing Site is for \$23.00 an hour. The cost of this contract will be covered by the CARES funding. The cost will not exceed a total of \$9,900.

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

Suggested Motion: Move to approve the agreement with Nigel Helley.

DF/lls
Enclosure



AGREEMENT FOR SERVICES

Fargo Cass

Public Health
 Prevent. Promote. Protect.

THIS AGREEMENT, effective the 26th of August 2021, by and between Fargo Cass Public Health ("FCPH"); and Nigel Helley.

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

- A. Term of Agreement:** The parties entered into a written agreement for the period of August 26, 2021 through December 31, 2021.
- B. Services to be provided by independent contractor:** Independent contractor will serve as the Logistics and Operations Support for the COVID-19 Incident Command. He will be responsible for services including all testing event supplies and logistics support.
- C. Reimbursement:** Nigel Helley shall be reimbursed for the above services rendered, at \$23.00 per hour, not to exceed a total of \$9,900 for total project detailed.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The independent contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:

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

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

FARGO CASS PUBLIC HEALTH


 Desi Fleming
 Director of Public Health

Date 8/31/21

 Timothy J. Mahoney
 Mayor, City of Fargo

Date _____

INDEPENDENT CONTRACTOR


 Nigel Helley
 Independent Contractor

Date 26 Aug 2021




Public Health
Prevent. Promote. Protect.

Fargo Cass Public Health

(10)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: AUGUST 31, 2021

RE: AGREEMENT FOR COLBY YOUNGQUIST, INDEPENDENT
CONTRACTOR, FOR SERVING AS LOGISTICS AND
OPERATIONS SUPPORT FOR THE COVID-19 INCIDENT
TESTING SITE

The attached agreement for services with Colby Youngquist to serve as the Logistics and Operations Support for the COVID-19 Testing Site is for \$23.00 an hour. The cost of this contract will be covered by the CARES funding. The cost will not exceed a total of \$9,900.

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

Suggested Motion: Move to approve the agreement with Colby Youngquist.

DF/lls
Enclosure



AGREEMENT FOR SERVICES

Fargo Cass



Public Health
Prevent. Promote. Protect.

THIS AGREEMENT, effective the 19th day of August 2021, by and between Fargo Cass Public Health ("FCPH"); and Colby Youngquist.

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

- A. Term of Agreement:** The parties entered into a written agreement for the period of August 19th, 2021, through December 31, 2021.
- B. Services to be provided by independent contractor:** Independent contractor will serve as the Logistics and Operations Support for the COVID-19 Incident Command. He will be responsible for services including all testing event supplies and logistics support.
- C. Reimbursement:** Colby Youngquist shall be reimbursed for the above services rendered, at a rate of \$23.00 per hour, not to exceed a total of \$9,900 for total project detailed.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The independent contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:

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

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

FARGO CASS PUBLIC HEALTH


Desi Fleming

Director of Public Health

Date August 20, 2021

INDEPENDENT CONTRACTOR


Colby Youngquist

Independent Contractor

Date August 20, 2021

Timothy J. Mahoney
Mayor, City of Fargo

Date _____



(11)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING *DF*
DIRECTOR OF PUBLIC HEALTH

DATE: AUGUST 31, 2021

RE: AGREEMENT FOR BRIANNA KING, INDEPENDENT
CONTRACTOR, FOR SERVING AS LOGISTICS AND
OPERATIONS SUPPORT FOR THE COVID-19 INCIDENT
TESTING SITE

The attached agreement for services with Brianna King to serve as the Logistics and Operations Support for the COVID-19 Testing Site is for \$23.00 an hour. The cost of this contract will be covered by the CARES funding. The cost will not exceed a total of \$9,900.

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

Suggested Motion: Move to approve the agreement with Brianna King.

DF/lls
Enclosure

AGREEMENT FOR SERVICES

THIS AGREEMENT, effective the 30th of August 2021, by and between Fargo Cass Public Health ("FCPH"); and Brianna King

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


- A. Term of Agreement:** The parties entered into a written agreement for the period of August 26, 2021 through December 31, 2021.
- B. Services to be provided by independent contractor:** Independent contractor will serve as the Logistics and Operations Support for the COVID-19 Incident Command. He will be responsible for services including all testing event supplies and logistics support.
- C. Reimbursement:** Brianna King shall be reimbursed for the above services rendered, at \$23.00 per hour, not to exceed a total of \$9,900 for total project detailed.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The independent contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:

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

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

FARGO CASS PUBLIC HEALTH



Desi Fleming

Director of Public Health

Date 8/31/21

INDEPENDENT CONTRACTOR



Brianna King

Independent Contractor

Date 8/30/21

Timothy J. Mahoney
Mayor, City of Fargo

Date _____



12

Information Services Department
225 4th St. N.
Fargo, ND 58102
701.476.6700

August 30, 2021

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

Dear Commission Members;

Our present accounting system, CentralSquare Software, runs on an IBM i platform. As we plan for a replacement of the CentralSquare Software, we need to ensure that the hardware it runs on will function until we are able to make the transition.

High Plains Technologies is finalizing the exact costs to replace our current platform. We are expecting the costs for the new system to be around \$80,000 and the costs to perform the migration and update our tapes to be under \$10,000.

There are a number of factors complicating the acquisition and timing of getting a new IBM i system, though.

As you may have read, there are number of issues around the production and the transportation of chips in various product lines. There are also some concerns regarding the effects the Delta variant of COVID-19 will have on the system productions and system implementations.

How the combination of these factors impacts our ability to get our systems procured and implemented before the end of the year concerns me. As such, I requested and received approval from the Finance Committee to purchase our IBM i P9 as a sole source purchase from High Plains Technology.

Suggested motion: Authorize IS to purchase the IBM i P9 computing system from High Plains Technology.

Thank you,

Ron Gronneberg
CIO, City of Fargo
SSP21148



Prepared for:
City of Fargo

Prepared by:
Mike Steiner
701 271-4960
msteiner@hplains.com

We have prepared a quote for you

Power 9 Server, LTO8, HMC w/ 5 Years
Maintenance

Quote # 022258
Version 3



IBM Power 9 Server

#	Description	Qty	Price	Ext. Price
	IBM Power 9	1	\$33,426.90	\$33,426.90
1	9009 Model 41G	1		
2	Device Parity RAID-6 All Specify Code	1		
3	IBM i Operating System Partition Specify	1		
4	RAID Hot Spare Specify	1		
5	Primary OS - IBM i	1		
6	Factory Deconfiguration of 1-core	3		
7	Rack Indicator- Not Factory Integrated	1		
8	Software Preload Required	1		
9	PowerVM Enterprise Edition	1		
10	Sys Console On HMC	1		
11	Power Cord 1.8m (6-ft) Drawer to Wall (125V/15A)	4		
12	Language Group Specify - US English	1		
13	New IBM i License Core Counter	1		
14	AC Power Supply - 900W	4		
15	10GbE Optical Transceiver SFP+ SR	2		
16	1GbE Base-T Transceiver RJ45	2		
17	IBM i 7.4 Indicator	1		
18	PCIe3 2-Port 25/10Gb NIC&ROCE SR/Cu Adapter	2		
19	PCIe3 SAS Tape/DVD Adapter Quad-port 6Gb x8	1		
20	Expanded Function Storage Backplane 18 SFF-3 Bays/Dual IOA with Write Cache/Opt Ext SAS port	1		
21	Rack-mount Rail Kit	1		
22	Front IBM Bezel 18-Bay Backplane	1		
23	ESK7 Load Source Specify (387GB SSD SFF-3)	1		
24	16 GB DDR4 Memory	4		



IBM Power 9 Server

#	Description	Qty	Price	Ext. Price
25	4-core Typical 2.3 to 3.8 Ghz (max) POWER9 Processor	1		
26	One Processor Core Activation for #EP50	4		
27	IBM Shipping & Handling	1		
28	387GB Enterprise SAS 4k SFF-3 SSD for IBM i	10		
29	Operator Panel LCD Display	1		
30	Cable Ties & Labels	1		
31	Express Edition 4 core (IBM i)	1		
32	Standalone USB DVD drive w/cable	1		
OS & Concurrent User License Transfer Charge ... 1-Time ... includes 90 days IBM SWMA 9x5				
33	IBM i OS & Concurrent User License Transfer ... 1-time charge	1	\$4,500.00	\$4,500.00
Subtotal:				\$37,926.90

LTO-8 Tape Drive

#	Description	Qty	Price	Ext. Price
	IBM LTO-8 External Tape Drive	1	\$5,830.40	\$5,830.40
34	Multi-media Enclosure	1		
35	HHLTO8 SAS Tape Drive	1		
36	Attached to i5 OS & OS/400 System	1		
37	2.8 m (9 ft) Power Cords - 125V 10A U.S./Canada	1		
38	Rack Device to PDU Cord	1		
39	4m Mini-SAS HD/Mini-SAS 1x Cable	1		
40	IBM Shipping & Handling	1		
Subtotal:				\$5,830.40

IBM Hardware Management Console

#	Description	Qty	Price	Ext. Price
41	HMC 1:Hardware Management Console	1	\$1,800.00	\$1,800.00
42	Hardware Management Console License for CR2	1	\$0.00	\$0.00



IBM Hardware Management Console

#	Description	Qty	Price	Ext. Price
43	Rack Indicator- Not Factory Integrated	1	\$0.00	\$0.00
44	Power Cord 1.8m (6-ft) Drawer to Wall (125V/15A)	2	\$12.60	\$25.20
45	HMC/Server Order Linkage Indicator	1	\$0.00	\$0.00
46	Language Group Specify - US English	1	\$0.00	\$0.00
47	AC Power Supply - 900W	2	\$225.00	\$450.00
48	RAID1 Enabled	1	\$0.00	\$0.00
49	Front of Panel with 2x USB ports	1	\$117.00	\$117.00
50	1.8 TB 10K RPM 4K SAS HDD SFF	2	\$539.10	\$1,078.20
51	16 GB DDR4 Memory	4	\$589.50	\$2,358.00
52	6-core 3.0 GHz POWER9 Processor	1	\$1,799.10	\$1,799.10
53	Adjustable Length Rail Kit for 7063-CR2	1	\$215.10	\$215.10
54	IBM Shipping & Handling	1	\$308.00	\$308.00
Subtotal:				\$8,150.60

Maintenance - 5 Years

#	Description	Qty	Price	Ext. Price
IBM Hardware Maintenance - Power 9 Server				
55	IBM Warranty Upgrade ... Power 9 Server ... 24x7 for 3 Years	1	\$1,250.00	\$1,250.00
56	IBM HW Maintenance ... Power 9 Server ... 24x7 ... Years 4 and 5	1	\$5,093.39	\$5,093.39
IBM Hardware Maintenance - LTO-8 Tape Drive				
57	IBM Warranty Upgrade ... LTO-8 Tape Drive ... 24x7 for 1 Year	1	\$180.00	\$180.00
58	IBM HW Maintenance ... LTO-8 Tape Drive ... 24x7 ... Years 2 - 5	1	\$2,121.76	\$2,121.76
IBM Hardware Maintenance - Hardware Management Console (HMC)				
59	IBM Warranty Upgrade ... HMC ... 24x7 for 1 Year	1	\$200.00	\$200.00
60	IBM HW Maintenance ... HMC ... 24x7 ... 5 Years	1	\$2,202.02	\$2,202.02
61	IBM MCP Remote Support ... HMC ... 24x7 ... 5 Years	1	\$745.83	\$745.83



Maintenance - 5 Years

#	Description	Qty	Price	Ext. Price
IBM Software Maintenance - OS, IBM LLP, and PowerVM				
<ul style="list-style-type: none"> IBM requires a minimum of 12 months 8x5 Software Maintenance fro Power VM with all new Power 9 servers. 				
62	IBM SW Maintenance ... OS (per processor) and IBM LLPs ... 24x7 ... 5 Years	1	\$5,931.77	\$5,931.77
63	IBM SW Maintenance ... PowerVM ... 8x5 ... 1 Year	1	\$95.00	\$95.00
Subtotal:				\$17,819.77

HPT Professional Services

#	Description	Qty	Price	Ext. Price
64	High Plains Technology Fixed Price Professional services Services - IBM Power 8 Implementation	1	\$4,500.00	\$4,500.00
<p>"IBM Power 8 Implementation" services will be preformed as a "fixed price" project. Actual and reasonable expenses will be billed to the customer. Expenses may include, but are not limited to airfare, rental car, fuel, meals and lodging.</p>				
Subtotal:				\$4,500.00



www.hplains.com

701 271-4960
msteiner@hplains.com

Power 9 Server, LTO8, HMC w/ 5 Years Maintenance

Contract Information:

Quote #: 022258

Version: 3

Delivery Date: 08/25/2021

Expiration Date: 11/30/2021

Prepared for:

City of Fargo

225 4th Street North

IS Dept

Fargo, ND 58102

Mark Doll

Prepared by:

High Plains Technology

Mike Steiner

701 271-4960

Fax 605 323-2781

msteiner@hplains.com



Quote Summary

Description	Amount
IBM Power 9 Server	\$37,926.90
LTO-8 Tape Drive	\$5,830.40
IBM Hardware Management Console	\$8,150.60
Maintenance - 5 Years	\$17,819.77
HPT Professional Services	\$4,500.00
Total:	\$74,227.67

Your signature below authorizes High Plains Technology to order and invoice the items proposed above. Payment is due upon receipt of the invoice. Monthly finance charges of 1.5% apply after 30 days. Proposal does not include applicable taxes and freight unless noted in the proposal. Returns and-or cancellations are not accepted without prior approval from High Plains Technology. We reserve the right to cancel orders arising from pricing or other errors.

High Plains Technology

City of Fargo

Signature: _____

Signature: _____

Name: Mike Steiner

Name: Mark Doll

Title: Partner

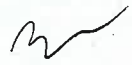
Date: _____

Date: 08/25/2021

(13)

MEMORANDUM

TO: Fargo City Commission

FROM: Mark Williams, Assistant Planning Director 

DATE: September 2, 2021

SUBJECT: Change Order #3 for the Mid America Steel Demolition

The City Commission approved the sale of the westerly steel building located on the Mid America Steel site on June 26, 2021. Unfortunately, the buyer was unable to fulfill the terms of the sale agreement.

After months, the City of Fargo finally received a permit to enter the railroad right-of-way to finish the demolition project and Rachel Contracting is still mobilized on location to finish the work. The westerly steel building still presents an attractive nuisance based on the foot traffic in this area and we feel the building still needs to be removed.

Change Order #3 is in the amount of \$35,990 and will let Rachel Contracting demolish the final steel building located at the Mid America Steel site.

Recommendation: Approve Change Order #3 for the demolition of the westerly steel building located on the Mid America Steel site.



COMMITTED TO SAFETY

CHANGE ORDER REQUEST

Change Order Request #: 3
 Date: September 1, 2021
 Rachel Project #: 21044

TO: **City of Fargo**
225 4th Street
Fargo, North Dakota 58102

PROJECT: **Mid America Steel Phase 1 Abatement and Phase 2**
Selective Demolition
92 Northern Pacific Avenue North
Fargo, North Dakota 58102

ITEM	DESCRIPTION	ADD/(DEDUCT)	AMOUNT
1	<p>Rachel Contracting can remove building 20 per the following scope: Remove entire building from roof to floor slab. Remove all bolts/anchors flush with top of concrete. Remove bridge cranes, rails, and support frames to top of concrete. Remove all bolts/anchors flush with the top of concrete. Remove and recycle fluorescent lamps, ballasts, mercury switches, emergency lights exit lights, electronics, door closures, and HID's.</p> <p>Items Not included: Slab or Foundation Removal Import or Place any Backfill Slab or Foundation Removal Contaminated Soil Testing or Removal Soil Correction Asbestos Testing or Removal Utility Disconnects or Rerouting Removal of Wells or any storage tanks Site Security Fence</p> <p><u>Notes:</u> 1. Schedule: add 3 weeks after NTP 2. All salvageable material including all scrap iron to become the property of Rachel Contracting, LLC. 3. We assume this work to be completed during our current mobilization or an additional mobilization will be charged. 4. Price is valid for 15 days from date above.</p>	ADD	\$ 35,990.00

TOTAL BUDGET ESTIMATE \$ 35,990.00

IN WITNESS WHEREOF the parties have executed this Contract Revision by proper officers of duly authorized agents.

Owner: City of Fargo	Company: Rachel Contracting, LLC
By _____	By Nick Bartemio as P.M. of Rachel Contracting
Its _____	Its Sr. Project Manager
Date _____	Date 9/1/2021

September 1, 2021

The Honorable Board of City Commissioners
City of Fargo
225 4th Street N.
Fargo, ND 58102

RE: Sole Source Purchase of Ice Slicer from EnviroTech Services (SSP21147)

Commissioners:

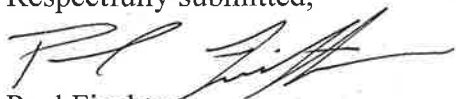
Throughout the past years, Public Works has used a variety of different products to control ice and snow on the roadway. Salt and a sand/salt mixture (80/20) has been used to melt ice and provide additional traction. These products have a reduced effectiveness when the temperature drops below 10 degrees. At these colder temperatures, road salt has a reduced melting capacity and is unable to remove the ice.

Through side-by-side comparisons of different products, staff identified a product called Ice Slicer. Ice Slicer is effective in colder temperatures providing melting capacity down to -5 degrees. It has greater melting capacity, is less corrosive, and is environmentally safer than salt. Public Works has used the product in operations for several years and is very satisfied with the performance. The melting capabilities at lower temperatures is effective with the typical storm conditions experienced in Fargo.

Ice Slicer is an all-natural, organic material that is exclusively mined in Utah by Redmond Minerals. EnviroTech Services is the national distributor and sole provider of Ice Slicer outside of Utah. The sole source procurement was reviewed and approved by Finance Committee on August 27, 2021. Staff is requesting authorization to purchase Ice Slicer from EnviroTech Services at a cost of \$185.00 per ton (as shown on the attached quote).

RECOMMENDED MOTION: Using sole source procurement (SSP21147) as provided for in the City of Fargo Purchasing Policy, I/we request a suggested motion to authorize the purchase of IceSlicer from EnviroTech Services at a price of \$185.00 per ton for the 2021/2022 winter.

Respectfully submitted,



Paul Fiechtner
Services Manager
Fargo Public Works



PO Box 5512 • Denver, CO 80217
 For Inquiries:
 West Region • 509-936-7102
 Rocky Mtn Region • 800-577-5346
 Midwest Region • 800-881-5646
 ESI East • 877-664-3401

Quotation

Quotation Date:	Date Printed:	Expiration Date:
8/24/21	8/24/21	10/31/22
Quotation Number:	Revision No:	Customer Number:
S2063	8	11992
Your Reference:		Our Reference:
Paul Fiechtner		John Johansen

Delivery Address:
 City of Fargo
 PO Box 2083
 225 4th Street North
 Fargo ND 58107

Product Application
 Length in Feet:
 Width in Feet:
 Rate in Gallons:

Water Application
 EnviroTech:
 Rate:
 Gallons Required:

Document Address:
 City of Fargo
 PO Box 2083
 225 4th Street North
 Fargo ND 58107

Wanted Delivery Date:

Payment Terms:

30 Days Net

Label Note:

Del \$185 per ton, full trucks from MNCAN

Pos	Part No	Sale Qty	Unit	Price	Net Amount
Del	Description	Price Qty	Unit		USD
1	1012	1	ton	185.0000	185.00
2	Ice Slicer RS	1	ton		

Sub Total: 185.00

TOTAL: 185.00

Gross Total 185.00

Name on Card
 Credit Card Number
 Billing Address from CC Statement
 Exp Date
 3 Digit Code

Disclaimer: No warranty is conveyed concerning this product, be it expressed or implied. This includes but is not limited to a warranty of merchantability or fitness for a particular purpose. Product performance may vary depending on road conditions, traffic counts, weather and other related factors.

September 1, 2021

The Honorable Board of City Commissioners
225 4th Street N.
City of Fargo
Fargo, ND 58102

RE: RFP20148: Authorization to extend the 2020 Snow Removal Equipment Services contracts with Glacier Snow Management, Turf Tamers, Industrial Builders, and Master Construction for the 2021-2022 winter season.

Commissioners:

In September of 2020, Public Works issued a Request for Proposal (RFP20148) for contracted Snow Removal Equipment Services. With City Commission authorization, contracts were awarded to Glacier Snow Management, Turf Tamers, Industrial Builders, and Master Construction.

As part of the 2020 RFP, language was included that allows for two (2) one (1) year extensions under the original terms of the RFP. Public Works staff has visited with all 2020 contract holders and at this time we are requesting authorization to extend their contracts for the 2021-2022 winter season under the same terms and pricing of the initial RFP20148.

RECOMMENDED MOTION: I/we hereby move, based on the request for proposal (RFP20148), to extend the initial 2020 Snow Removal Equipment Services contracts with Glacier Snow Management, Turf Tamers, Industrial Builders, and Master Construction for the 2021-2022 winter season.

Respectfully submitted,



Paul Fiechtner
Services Manager
Fargo Public Works

SERVICES AGREEMENT

SNOW REMOVAL EQUIPMENT SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Glacier Snow Management (Contractor) to provide snow removal equipment services for the City. This agreement shall commence upon signing by both parties and expire on October 1, 2022. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for one (1) additional one (1) year extension, provided the extension is signed by parties on or before September 30 of the contract year.

II. Scope of Services

Contractor agrees to provide Loader with Snow Blower and Mountain Groomer for purposes of moving snow to assist and supplement the City's snow removal operations within the area of the City. Contractor must ensure that all equipment is properly insured, registered and inspected. Contractor is responsible for the condition of the equipment, and if unsatisfactory to the sole discretion of City, the equipment will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers/operators are properly licensed. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds. City shall be entitled to verify the condition and registration of the equipment, as well as contractor license/driver operators' license status.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of;

- \$350.00 per hour Loader with Snow Blower, Snowblast (2),
- \$168.00 per hour Mountain Groomer, 2004 BR350,
- \$173.00 per hour Mountain Groomer, 2011 Bison X,

Commencing at the time of arrival of each piece of equipment at the location designated by the City, until such time the equipment is released by the City, to the nearest ½ hour. Absolutely no payment will be made for time lost due to equipment breakdowns, maintenance or repairs, lunch or dinner periods, or any other reasons that take the equipment out of service. Equipment cost will include operator, fuel, maintenance, repairs, transportation to and from City of Fargo snow retention areas, and all other associated costs of operation.

Payment will be made to the contractor within thirty (30) days after the City receives the invoice from the Contractor and verifies the invoice is correct. Final invoices shall be submitted no later than June 1 of the contract year.

V. Termination of the Agreement

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

VI. Assignability

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

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City as Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

VIII. Contractor Records

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

IX. Monitoring and Evaluation

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

X. Independence of Recipient

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

XI. Conflict of Interest

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

XII. Entire Agreement

The provisions as set forth herein including Request for Proposal, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: Aug 16/21

CONTRACTOR



By: DON NELSON

Its: OWNER / PRES

Date: _____

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

SERVICES AGREEMENT

SNOW REMOVAL EQUIPMENT SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Turf Tamers LLC (Contractor) to provide snow removal equipment services for the City. This agreement shall commence upon signing by both parties and expire on October 1, 2022. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for one (1) additional one (1) year extension, provided the extension is signed by parties on or before September 30 of the contract year.

II. Scope of Services

Contractor agrees to provide Loader with Snow Blower and Wheel Loader with Bucket for purposes of moving snow to assist and supplement the City's snow removal operations within the area of the City. Contractor must ensure that all equipment is properly insured, registered and inspected. Contractor is responsible for the condition of the equipment, and if unsatisfactory to the sole discretion of City, the equipment will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers/operators are properly licensed. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds. City shall be entitled to verify the condition and registration of the equipment, as well as contractor license/driver operators' license status.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of;

- \$350.00 per hour Loader with Snow Blower, M8000MD (2),
- \$180.00 per hour Wheel Loader with Bucket, 938K (3),
- \$180.00 per hour Wheel Loader with Bucket, DL280-5,

Commencing at the time of arrival of each piece of equipment at the location designated by the City, until such time the equipment is released by the City, to the nearest ½ hour. Absolutely no payment will be made for time lost due to equipment breakdowns, maintenance or repairs, lunch or dinner periods, or any other reasons that take the equipment out of service. Equipment cost will include operator, fuel, maintenance, repairs, transportation to and from City of Fargo snow retention areas, and all other associated costs of operation.

Payment will be made to the contractor within thirty (30) days after the City receives the invoice from the Contractor and verifies the invoice is correct. Final invoices shall be submitted no later than June 1 of the contract year.

V. Termination of the Agreement

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

VI. Assignability

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

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City as Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

VIII. Contractor Records

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

IX. Monitoring and Evaluation

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

X. Independence of Recipient

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

XI. Conflict of Interest

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

XII. Entire Agreement

The provisions as set forth herein including Request for Proposal, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 8.16.21

CONTRACTOR

Turf Takers LLC.

By: Ayle Svalen President

Its: [Signature]

Date: _____

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

SERVICES AGREEMENT

SNOW REMOVAL EQUIPMENT SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Industrial Builders Inc.(Contractor) to provide snow removal equipment services for the City. This agreement shall commence upon signing by both parties and expire on October 1, 2022. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for one (1) additional one (1) year extension, provided the extension is signed by parties on or before September 30 of the contract year.

II. Scope of Services

Contractor agrees to provide Wheel Loader with Bucket for purposes of moving snow to assist and supplement the City's snow removal operations within the area of the City. Contractor must ensure that all equipment is properly insured, registered and inspected. Contractor is responsible for the condition of the equipment, and if unsatisfactory to the sole discretion of City, the equipment will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers/operators are properly licensed. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds. City shall be entitled to verify the condition and registration of the equipment, as well as contractor license/driver operators' license status.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of;

- \$170.00 per hour Wheel Loader with Bucket (2),

Commencing at the time of arrival of each piece of equipment at the location designated by the City, until such time the equipment is released by the City, to the nearest ½ hour. Absolutely no payment will be made for time lost due to equipment breakdowns, maintenance or repairs, lunch or dinner periods, or any other reasons that take the equipment out of service. Equipment cost will include operator, fuel, maintenance, repairs, transportation to and from City of Fargo snow retention areas, and all other associated costs of operation.

Payment will be made to the contractor within thirty (30) days after the City receives the invoice from the Contractor and verifies the invoice is correct. Final invoices shall be submitted no later than June 1 of the contract year.

V. Termination of the Agreement

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

VI. Assignability

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

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City as Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

VIII. Contractor Records

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

IX. Monitoring and Evaluation

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

X. Independence of Recipient

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

XI. Conflict of Interest

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

XII. Entire Agreement

The provisions as set forth herein including Request for Proposal, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 8/16/2021

CONTRACTOR

Industrial Builders, Inc.

By: Erik Dierbach Erik Dierbach

Its: Director of Business Development

Date: _____

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

SERVICES AGREEMENT

SNOW REMOVAL EQUIPMENT SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Master Construction Co. (Contractor) to provide snow removal equipment services for the City. This agreement shall commence upon signing by both parties and expire on October 1, 2022. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for one (1) additional one (1) year extension, provided the extension is signed by parties on or before September 30 of the contract year.

II. Scope of Services

Contractor agrees to provide Dozers and Wheel Loader with Bucket for purposes of moving snow to assist and supplement the City's snow removal operations within the area of the City. Contractor must ensure that all equipment is properly insured, registered and inspected. Contractor is responsible for the condition of the equipment, and if unsatisfactory to the sole discretion of City, the equipment will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers/operators are properly licensed. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds. City shall be entitled to verify the condition and registration of the equipment, as well as contractor license/driver operators' license status.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of;

- \$155.00 per hour Dozer, D6K Cat Dozer 132 HP,
- \$165.00 per hour Dozer, D6K Cat Dozer 149 HP,
- \$165.00 per hour Dozer, D6T LGP Cat Dozer 145 HP,
- \$180.00 per hour Dozer, D85 Komatsu Dozer 240 HP,
- \$145.00 per hour Wheel Loader with Bucket, JD 624L,
- \$155.00 per hour Wheel Loader with Bucket, JD 644K,
- \$175.00 per hour Wheel Loader with Bucket, JD 724K,

Commencing at the time of arrival of each piece of equipment at the location designated by the City, until such time the equipment is released by the City, to the nearest ½ hour. Absolutely no payment will be made for time lost due to equipment breakdowns, maintenance or repairs, lunch or dinner periods, or any other reasons that take the equipment out of service. Equipment cost will include operator, fuel, maintenance, repairs,

transportation to and from City of Fargo snow retention areas, and all other associated costs of operation.

Payment will be made to the contractor within thirty (30) days after the City receives the invoice from the Contractor and verifies the invoice is correct. Final invoices shall be submitted no later than June 1 of the contract year.

V. Termination of the Agreement

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

VI. Assignability

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

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City as Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

VIII. Contractor Records

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

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

X. Independence of Recipient

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

XI. Conflict of Interest

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

XII. Entire Agreement

The provisions as set forth herein including Request for Proposal, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: August 18, 2021

CONTRACTOR



By: FRED SCHLANSEI

Its: PRES

Date: _____

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor



(16)

PUBLIC WORKS/OPERATIONS

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

September 2, 2021

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

RE: RFP for Squad Setups RFP21141

Commissioners:

On August 30th, 2021, request for proposals were received for one (1) Police Squad setups. Two proposal were submitted by two separate vendors.

The results are as follows:

<u>Firm</u>	<u>Price</u>
Code 4 Services	\$13,651.86
Mid-states Wireless	\$16,922.00

The review committee consisted of Mike Baukol, and Tanner Smedshammer and determined that Code 4 Services with the low cost proposal, met all of the specifications required. Our recommendation is to award the RFP to Code 4 Services as the primary vendor with an emergency option to utilize Mid-states Wireless. Funding for this project has been included in the 2021 Central Garage operational budget.

SUGGESTED MOTION:

Approve the recommendation to use Code 4 Services as the primary vendor with Mid-States Wireless as the emergency vendor for future police squad setups for total amount of \$13,024.86 each. This will be a 3-year contract award with the option for two additional years.

Respectfully Submitted,

Tanner Smedshammer
Fleet Management Specialist

Snow Removal
Street Maintenance
Right of Way Maintenance

Sanitary & Storm
Sewer Maintenance
Street Name Sign Maintenance

Fleet Management
Meters Readings,
Installations & Maintenance

Urban Forestry
Water Service/Hydrants
& Watermain Maintenance



Request for Proposals (RFP21141)
2021 Squad Setups
 9/2/21

Proposal Evaluation Summary

	Code 4 Services	Midstates Wireless
Package	\$13,024.86	\$16,272.00
De-commission vehicle	\$627.00	\$650.00
Total	\$13,651.86	\$16,922.00

(19)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-20-L1

Type: Change Order #3

Location: 38th Street South

Date of Hearing: 8/30/2021

Routing

City Commission

PWPEC File

Project File

Date

9/7/2021

X

Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, for Change Order #3 in the amount of \$28,260, for installation of a sanitary sewer main and storm sewer main as requested by the developer. This also includes a 10 day time extension to the Interim Completion Date extending it to September 15, 2021.

Staff is recommending approval of Change Order #3 in the amount of \$28,260, bringing the total contract amount to \$6,525,657.84 and a 10 day time extension to the Interim Completion Date.

On a motion by Tim Mahoney, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #3 to Dakota Underground along with a 10 day time extension to the Interim Completion Date.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #3 in the amount of \$28,260, bringing the total contract amount to \$6,525,657.84 to Dakota Underground and the associated Interim time extension.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

Developer meets City policy for payment of delinquent specials

Agreement for payment of specials required of developer

Letter of Credit required (per policy approved 5-28-13)

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☒☒☐

Nicole Crutchfield, Director of Planning

☒☒☐

Steve Dirksen, Fire Chief

☒☒☐

Bruce Grubb, City Administrator

☐☐☐

Ben Dow, Director of Operations

☐☐☐

Steve Sprague, City Auditor

☒☒☐

Brenda Derrig, City Engineer

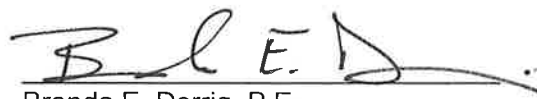
☒☒☐

Kent Costin, Finance Director

☐☐☐

Ryan Erickson

ATTEST:



Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: PWPEC
From: Jason Leonard, Project Engineer
Date: August 25, 2021
Re: Improvement District No. BN-20-L1 – Change Order #3

Background:

Improvement District No. BN-20-L1 is for the new construction of underground utilities, concrete pavement and incidentals on 37th Street South, 38th Street South and 63rd Avenue South.

Dakota Underground is the Prime Contractor for this project.

To accommodate future development east of 38th Street on 58th Avenue South, the Developer requested the City of Fargo to install a sanitary sewer main and a storm sewer main to the property. To complete this work the Contractor built a temporary roadway access, removed and replace additional concrete pavement, connected to the existing sanitary and storm sewer manholes, and installed underground utility pipes. The cost to complete this work is \$28,260.

In order to accommodate the addition of the sanitary and storm sewer infrastructure, the Contractor was delayed 10 working days. This will modify the current Interim Completion Date of September 1, 2021 to September 15, 2021. No additional days will be added to the substantial or final completion dates.

Recommended Motion:

Approve Change Order #3 in the amount of \$28,260 and a 10 day time extension to the Interim Completion Date extending it to September 15, 2021.

Attachments



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

Improvement District No	BN-20-L1	Change Order No	3
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Paving & Incidentals	For	Dakota Underground Co Inc
Date Entered	8/20/2021		

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: Change Order # 3

To accommodate future development east of 38th Street S on 58th Avenue South, the Developer requested the City of Fargo to install a sanitary sewer main and a storm sewer main to the property. To complete this work the Contractor built a temporary roadway access, removed and replace additional concrete pavement, connected to the existing sanitary and storm sewer manholes, and installed underground utility pipes.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Storm Sewer	37	Connect Pipe to Exist Structure	EA	1.00	0.00	1.00	1.00	1.00	1,500.00	1,500.00
	46	F&I Pipe 24" Dia Reinf Conc	LF	180.00	0.00	180.00	60.00	240.00	56.00	3,360.00
	55	F&I Pipe w/GB 24" Dia Reinf Conc	LF	90.00	0.00	90.00	40.00	130.00	86.00	3,440.00
Storm Sewer Sub Total (\$)										8,300.00
Sanitary Sewer	139	Site Access Protection	LS	0.00	0.00	0.00	1.00	1.00	7,100.00	7,100.00
	140	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	0.00	0.00	0.00	70.00	70.00	112.00	7,840.00
	141	Connect Pipe to Exist Structure	EA	0.00	0.00	0.00	1.00	1.00	2,200.00	2,200.00
	142	F&I Pipe SDR 26 - 8" Dia PVC	LF	0.00	0.00	0.00	60.00	60.00	47.00	2,820.00
Sanitary Sewer Sub Total (\$)										19,960.00

Summary

Source Of Funding

Special Assessments

Net Amount Change Order # 3 (\$)

28,260.00

Previous Change Orders (\$)

401,520.45

Original Contract Amount (\$)

6,095,877.39

Total Contract Amount (\$)

6,525,657.84



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

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/01/2021		30.00	0.00	10/01/2021	

Description

In order to accommodate the addition of the sanitary and storm sewer infrastructure, the Contractor was delayed 10 working days. This will modify the current Interim Completion Date of September 1, 2021 to September 15, 2021. No additional days will be added to the substantial or final completion dates.


30 Days added to correct clerical error for the Substantial Completion Date.

The Substantial Completion Date is October 1st, 2021
The Final Completion Date is October 31, 2021

APPROVED

For Contractor

Title


Project Manager

APPROVED DATE

Department Head

Mayor

Attest



Jason Leonard

From: Jared Heller <jared@dakotaunderground.net>
Sent: Wednesday, August 18, 2021 5:07 PM
To: Jason Leonard; Jeff Johnson; Bob Nelson
Cc: Michael Monson; Justin Zastrow; Nathan Stokka; Jared Heller
Subject: RE: BN-20-L1 Construction Revision #3

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

Jason-

Any update on this?

Thanks

Jared Heller, PE
Project Manager
Dakota Underground Company
4001 15th Avenue N
Fargo, ND 58102
Office: 701.282.9753
Direct: 701.781.6894
Cell: 701.306.7523

From: Jared Heller <jared@dakotaunderground.net>
Sent: Wednesday, August 11, 2021 8:53 AM
To: Jason Leonard <jleonard@fargond.gov>; Jeff Johnson <jeffjohnson@dakotaundergroundco.onmicrosoft.com>; Bob Nelson <bobert@dakotaundergroundco.onmicrosoft.com>
Cc: Michael Monson <mmonson@FargoND.gov>; Justin Zastrow <JZastrow@FargoND.gov>; Nathan Stokka <nstokka@FargoND.gov>; Jared Heller <jared@dakotaunderground.net>
Subject: RE: BN-20-L1 Construction Revision #3

Jason-

Here is our proposed change order for the extra utility work within 38th Street and 58th Street. This includes the access road build, additional traffic control, new price for 8" SDR 26 with Gravel Backfill, connection to existing manhole. Along with the price below, we are requesting an additional ten days be added to the interim completion date of September 1st, 2021. The highlighted items are new bid items, the rest of the bid items are existing bid items used.

Change Order 3

Item	Unit	Quantity	Unit Price	Extended Price
Access Road	Lsum	1	\$ 7,100.00	\$ 7,100.00
Connect to Existing San Manhole	EA	1	\$ 2,200.00	\$ 2,200.00
F&I Pipe SDR 35-8"	LF	60	\$ 47.00	\$ 2,820.00
F&I Pipe SDR 35-8" with GB	LF	70	\$ 112.00	\$ 7,840.00
Connect to Existing Manhole	EA	1	\$ 1,500.00	\$ 1,500.00

24" RCP w/o Gravel Backfill	LF	60	\$	56.00	\$	3,360.00
24" RCP w/Gravel Backfill	LF	40	\$	86.00	\$	3,440.00
						\$ 28,260.00

Let me know if you have any questions.

Thanks

Jared Heller, PE
Project Manager
Dakota Underground Company
4001 15th Avenue N
Fargo, ND 58102
Office: 701.282.9753
Direct: 701.781.6894
Cell: 701.306.7523

From: Jason Leonard <JLeonard@FargoND.gov>

Sent: Tuesday, July 20, 2021 12:09 PM

To: Jeff Johnson <jeffjohnson@dakotaundergroundco.onmicrosoft.com>; Bob Nelson
<bobert@dakotaundergroundco.onmicrosoft.com>; Jared Heller <jared@dakotaunderground.net>

Cc: Michael Monson <mmonson@FargoND.gov>; Justin Zastrow <JZastrow@FargoND.gov>; Nathan Stokka
<nstokka@FargoND.gov>

Subject: BN-20-L1 Construction Revision #3

Good Afternoon All,

Please see attached construction revision # 3 for the sanitary and storm sewer stub out of the existing MH's to the east for future development on 58th Avenue South. One though I had was to bore the future 8" SS into the manhole to avoid additional pavement removal but will leave it open for the professionals to give some input on how we can incorporate these pipe into the project.

Thank You

Jason T Leonard, PE
Civil Engineer II
City of Fargo - Engineering Department
Office: (701)241-1555
Cell: (701)730-6680
jleonard@cityoffargo.com

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(20)

Improvement District No. BN-21-H1

Type: Change Order #1

Location: 24th Ave S, east of 45th St

Date of Hearing: 8/30/2021

RoutingDate

City Commission

9/7/2021

PWPEC File

X

Project File

Aaron Edgar

The Committee reviewed the accompanying correspondence from Project Manager, Aaron Edgar, for Change Order #1 in the amount of \$11,360.44 and 1 day time extension on the Interim Completion Date.

Staff is recommending approval of Change Order #1 in the amount of \$11,360.44, bringing the total contract amount to \$2,299,586.43 and approval of the 1 day time extension to the Interim Completion Date.

On a motion by Tim Mahoney, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #1 and the 1 day Interim time extension to Dakota Underground.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #1 in the amount of \$11,360.44, bringing the total contract amount to \$2,299,586.43 and the 1 day time extension to the interim Completion Date to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Infrastructure Funds & Special Assessments

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

Yes No

N/A

N/A

N/A

COMMITTEE

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input 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 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: Aaron Edgar, Project Manager

Date: August 24, 2021

Re: Improvement District No. BN-21-H1 – Change Order #1 & Interim Time Extension

Background:

Improvement District BN-21-H1 on 24th Avenue South, east of 45th Street.

Dakota Underground is the prime contractor on this project.

The attached Change Order in the amount of \$11,360.44 (0.50% of the original contract), which increases the total contract amount to \$2,299,586.43, is for additional work as shown on Change Order #1.

Dakota Underground is requesting a 1-day time extension on the interim completion date.

Dakota Underground's time extension request on the interim completion date is due to the addition of a sanitary sewer service (1/2 day) and for having to dig around the 36" FM (1/2 day).

Recommended Motion:

Approve Change Order #1 in the amount of \$11,360.44 and Interim time extension for Improvement District BN-21-H1, as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
Interim - October 1, 2021	-	Interim October 2, 2021
Substantial – July 1, 2022	-	Substantial – July 1, 2022
Final – August 1, 2022	-	Final – August 1, 2022



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

Improvement District No	BN-21-H1	Change Order No	1
Project Name	New Paving And Utility Construction	For	Dakota Underground Co Inc
Date Entered	8/23/2021		

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

EXPLANATION OF CHANGE:

This change order is for additional work as follows:

- 1.) Increased the size of all the sewer services from 6" to 8".
- 2.) Added 1 more sewer service.
- 3.) Pot holed for the existing 36" Sanitary Force Main.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	4	Connect Sewer Service	EA	6.00	0.00	6.00	6.00	6.00	715.00	-4,290.00
	6	F&I Pipe SDR 26 - 6" Dia PVC	LF	330.00	0.00	330.00	-330.00	0.00	30.00	-9,900.00
	144	* Extra: Exploratory Digging	LS	0.00	0.00	0.00	1.00	1.00	2,500.00	2,500.00
	144	Connect Sewer Service	EA	0.00	0.00	0.00	7.00	7.00	1,140.22	7,981.54
	145	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	0.00	0.00	0.00	385.00	385.00	39.14	15,068.90
									Sanitary Sewer Sub Total (\$)	11,360.44
									Grand Total (\$)	11,360.44

* NC Items

Summary

Source Of Funding

General Infrastructure Funds - 401, Special Assessments

Net Amount Change Order # 1 (\$)

11,360.44

Previous Change Orders (\$)

0.00

Original Contract Amount (\$)

2,288,225.99

Total Contract Amount (\$)

2,299,586.43

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

CONTRACT TIME



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

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
07/01/2022		0.00	0.00	07/01/2022	
Description Add 1 day on to the Interim Completion Date. New Interim Completion Date: October 2, 2021.					
APPROVED					
For Contractor <div style="display: flex; justify-content: space-between;"> <div> Dakota Underground Co. - 8/23/2021 Project Manager </div> <div> APPROVED DATE Department Head Mayor Attest </div> </div>					

(21)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-21-G1

Type: Change Order #3

Location: CR 81 & 40th Ave N

Date of Hearing: 8/30/2021

RoutingDate

City Commission

9/7/2021

PWPEC File

X

Project File

Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Change Order #3 in the amount of \$4,600.36 for additional work.

Staff is recommending approval of Change Order #3 in the amount of \$4,600.36, bringing the total contract amount to \$537,436.01.

On a motion by Tim Mahoney, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #3 to Border States Paving.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #32 in the amount of \$4,600.36, bringing the total contract amount to \$537,436.01 to Border States Paving.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax & 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

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input 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"/>	
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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: Roger E. Kluck, PE, CFM Civil Engineer II Storm Sewer & Floodplain

CC: Jody Bertrand, Division Engineer; Nathan Boerboom, Division Engineer

Date: August 17, 2021

Re: Improvement District No. PR-21-G1 40th Avenue North Widening at CR81
Change Order #3

The project was bid May 12, 2021, the project was awarded to Border States Paving, May 17, 2021 and construction began June 2, 2021.

During construction on project PR-21-G1, we added asphalt widening to the south side of 40th Avenue as part of CO #1. During construction of this work, we found severe wheel rutting in the existing pavement next to the pavement widening. The correction was to mill 24 inches wide and 2 inches deep to remove the wheel rut and allow the new asphalt to match the existing good pavement to allow good cross-slope maintenance. The cost for this work was \$2,900.36. The second item also relates to the south side widening. During preparation of the subgrade, we did not find sufficient topsoil to blend the existing ditch slopes into the existing widened slope. Excess topsoil was available from the north pavement widening and this cost provided to haul the topsoil across the road and spread it in preparation for seeding. The cost for this work is \$1,700.00.

Funding for this project will come from special assessments and sales tax funds. Engineering believes the prices provided are reasonable.

Recommended Motion:

Approve Change Order #3 for \$4,600.36.

Attachment



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

Improvement District No	PR-21-G1	Change Order No	3
Project Name	Asphalt Paving Rehab/Reconstruction	For	Border States Paving Inc
Date Entered	8/17/2021		

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: Mill existing pavement and topsoil south lane widening

As part of the south 40th avenue widening match of existing asphalt to new we found significant wheel rutting in the existing asphalt that would of caused water ponding when the new asphalt was added. It was determined that a 24" wide mill 2 inches deep would eliminate the rutting and allow a smooth transition into the widened asphalt. There was not sufficient topsoil present in the south ditch to allow slope finishing for the widening. This cost covers the finishing work and the area could be seeded.

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	40	MILL/Grind Asphalt Pymt 1" to 2" Thick	SY	0.00	0.00	0.00	72.22	72.22	40.16	2,900.36
Miscellaneous	41	Topsoil - Spread	LS	0.00	0.00	0.00	1.00	1.00	1,700.00	1,700.00
Paving Sub Total (\$)										2,900.36
Miscellaneous Sub Total (\$)										1,700.00

Summary

Source Of Funding Sales Tax Funds - Infrastructure - 420 - Special Assessments

Net Amount Change Order # 3 (\$)	4,600.36
Previous Change Orders (\$)	166,169.50
Original Contract Amount (\$)	348,666.15
Total Contract Amount (\$)	537,436.01

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
08/31/2021	08/31/2021	30.00	0.00	08/31/2021	

Description

Report Generated : 08/17/2021 09:44:07 AM

Page 1 of 2

Improvement District No : PR-21-G1



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

APPROVED

APPROVED DATE

For Contractor

Border States Paving

Title

Contractor

PM

Department Head

B. L. D.

Mayor

Attest

22

September 1, 2021

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-21-E1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, September 1, 2021, for New Paving and Utility Construction, Improvement District No. BN-21-E1, located at 50th Street in Valley View Estates

The bids were as follows:

Border States Paving, Inc.	\$2,048,234.64
Northern Improvement Company	\$2,070,758.83
Key Contracting, Inc.	\$2,183,952.30
Dakota Underground Company	\$2,253,687.73
Engineer's Estimate	\$1,999,652.90

The special assessment escrow is not required.

This office recommends award of the contract to Border States Paving, Inc. in the amount of \$2,048,234.64 as the lowest and best bid. No protests have been received.

Sincerely,



Brenda Derrig
City Engineer

BED/jmg

**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # BN-21-E1****New Paving and Utility Construction**

50th Street in Valley View Estates

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

NOW THEREFORE Brenda Derrig, do hereby certify as follows:

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

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

New Paving and Utility Construction Improvement District # BN-21-E1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Miscellaneous				
1 Topsoil - Strip & Spread	CY	23,704.00	3.05	72,297.20
2 Mulching Type 1 - Hydro	SY	39,862.00	0.46	18,336.52
3 Seeding Type C	SY	39,862.00	0.32	12,755.84
4 Inlet Protection - Existing Inlet	EA	12.00	152.00	1,824.00
5 Inlet Protection - New Inlet	EA	20.00	205.00	4,100.00
6 Stormwater Management	LS	1.00	14,500.00	14,500.00
7 Temp Construction Entrance	EA	2.00	1,060.00	2,120.00
Miscellaneous Total				125,933.56
Sanitary Sewer				
8 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	8,000.00	0.11	880.00
9 F&I Manhole 4' Dia Reinf Conc	EA	13.00	6,200.00	80,600.00
10 F&I Manhole w/Ext Drop 4' Dia Reinf Conc	EA	1.00	8,940.00	8,940.00
11 Connect Pipe to Exist Pipe	EA	2.00	526.00	1,052.00
12 F&I Pipe SDR 26 - 6" Dia PVC	LF	4,656.50	28.40	132,244.60
13 F&I Pipe SDR 26 - 8" Dia PVC	LF	3,317.00	44.20	146,611.40
14 F&I Pipe SDR 35 - 10" Dia PVC	LF	26.00	73.60	1,913.60
15 Connect Sewer Service	EA	105.00	310.00	32,550.00
Sanitary Sewer Total				404,791.60
Water Main				
16 F&I Fittings C153 Ductile Iron	LB	1,230.00	6.30	7,749.00
17 F&I Hydrant	EA	7.00	4,990.00	34,930.00
18 Salvage Hydrant	EA	1.00	526.00	526.00
19 Plug Pipe 6" Dia	EA	1.00	131.00	131.00
20 Plug Pipe 8" Dia	EA	1.00	210.00	210.00
21 Connect Pipe to Exist Pipe	EA	3.00	789.00	2,367.00
22 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	55.50	44.20	2,453.10
23 F&I Pipe C900 DR 18 - 8" Dia PVC	LF	3,233.00	41.00	132,553.00
24 F&I Gate Valve 6" Dia	EA	7.00	1,750.00	12,250.00
25 F&I Gate Valve 8" Dia	EA	12.00	2,260.00	27,120.00
26 F&I Pipe 1" Dia Water Service	LF	4,510.00	17.90	80,729.00



ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-21-E1

New Paving and Utility Construction

27 F&I CS & Box 1" Dia	EA	99.00	431.00	42,669.00
28 Connect Water Service	EA	99.00	289.00	28,611.00
			Water Main Total	372,298.10
Storm Sewer				
29 F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	2.00	2,630.00	5,260.00
30 F&I Inlet - Single Box (SBI) Reinf Conc	EA	16.00	2,730.00	43,680.00
31 F&I Inlet - Round (RDI) Reinf Conc	EA	4.00	1,390.00	5,560.00
32 Remove Inlet	EA	1.00	105.00	105.00
33 Connect Pipe to Exist Structure	EA	3.00	736.00	2,208.00
34 F&I Pipe 12" Dia	LF	490.00	40.00	19,600.00
35 F&I Pipe 15" Dia	LF	44.00	58.90	2,591.60
36 F&I Pipe 18" Dia	LF	134.00	55.70	7,463.80
37 F&I Pipe 15" Dia Reinf Conc	LF	530.00	52.60	27,878.00
38 F&I Pipe 18" Dia Reinf Conc	LF	109.00	57.80	6,300.20
39 F&I Pipe 21" Dia Reinf Conc	LF	113.00	63.10	7,130.30
40 F&I Pipe w/GB 15" Dia Reinf Conc	LF	504.00	63.10	31,802.40
41 F&I Manhole 4' Dia Reinf Conc	EA	5.00	3,360.00	16,800.00
42 F&I Manhole 5' Dia Reinf Conc	EA	1.00	4,630.00	4,630.00
43 Modify Manhole	EA	2.00	2,000.00	4,000.00
44 F&I Pipe w/GB 18" Dia Reinf Conc	LF	17.00	70.40	1,196.80
45 F&I Pipe w/GB 21" Dia Reinf Conc	LF	50.00	73.60	3,680.00
			Storm Sewer Total	189,886.10
Paving				
46 Excavation	CY	3,311.00	4.45	14,733.95
47 Subcut	CY	3,311.00	5.00	16,555.00
48 Subgrade Preparation	SY	12,592.00	1.30	16,369.60
49 F&I Woven Geotextile	SY	12,592.00	1.40	17,628.80
50 F&I Class 5 Agg - 8" Thick	SY	11,791.00	9.70	114,372.70
51 F&I Edge Drain 4" Dia PVC	LF	6,212.00	10.50	65,226.00
52 F&I Curb & Gutter Mountable (Type I)	LF	5,477.00	17.90	98,038.30
53 F&I Curb & Gutter Standard (Type II)	LF	981.00	18.40	18,050.40
54 Remove Curb & Gutter	LF	604.00	6.75	4,077.00
55 F&I Pavement 6" Thick Reinf Conc	SY	660.00	81.80	53,988.00
56 F&I Sidewalk 4" Thick Reinf Conc	SY	1,383.00	52.00	71,916.00
57 F&I Sidewalk 6" Thick Reinf Conc	SY	66.00	57.60	3,801.60
58 Remove Sidewalk All Thicknesses All Types	SY	265.00	3.05	808.25
59 F&I Shared Use Path 5" Thick Reinf Conc	SY	184.00	55.00	10,120.00
60 F&I Shared Use Path 6" Thick Reinf Conc	SY	41.00	59.20	2,427.20
61 F&I Det Warn Panels Cast Iron	SF	300.00	42.10	12,630.00
62 F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	3,586.00	67.00	240,262.00
63 F&I Casting - Floating Manhole	EA	3.00	1,690.00	5,070.00
64 Casting to Grade - Blvd	EA	7.00	210.00	1,470.00

**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # BN-21-E1****New Paving and Utility Construction**

65 Casting to Grade - no Conc	EA	14.00	526.00	7,364.00
66 GV Box to Grade - Blvd	EA	11.00	105.00	1,155.00
67 GV Box to Grade - no Conc	EA	8.00	526.00	4,208.00
68 Remove Pavement All Thicknesses Asph	SY	1,472.00	7.00	10,304.00
Paving Total				790,575.80

Signing

69 F&I Sign Assembly	EA	5.00	68.30	341.50
70 Remove Sign Assembly	EA	5.00	52.60	263.00
71 F&I Sign Assembly & Anchor	EA	22.00	116.00	2,552.00
72 F&I Diamond Grade Cubed	SF	98.80	23.10	2,282.28
73 F&I High Intensity Prismatic	SF	11.30	21.00	237.30
Signing Total				5,676.08

Street Lighting

74 Remove Street Light	EA	1.00	368.00	368.00
75 F&I Feed Point	EA	1.00	8,970.00	8,970.00
76 F&I Base 5' Deep Reinf Conc	EA	21.00	589.00	12,369.00
77 Remove Base	EA	1.00	368.00	368.00
78 F&I Conductor #6 USE Cu	LF	10,146.00	2.30	23,335.80
79 F&I Innerduct 1.5" Dia	LF	3,192.00	5.35	17,077.20
80 F&I Luminaire Type A	EA	21.00	1,150.00	24,150.00
81 F&I Pull Box	EA	2.00	1,000.00	2,000.00
82 F&I Light Standard Type A	EA	21.00	1,230.00	25,830.00
Street Lighting Total				114,468.00

Raised Crossing

83 F&I Curb & Gutter Standard (Type II)	LF	60.00	31.50	1,890.00
84 Remove Curb & Gutter	LF	65.00	15.80	1,027.00
85 F&I Pavement 9" Thick Reinf Conc	SY	92.00	108.00	9,936.00
86 Remove Sidewalk All Thicknesses All Types	SY	380.00	5.25	1,995.00
87 F&I Grooved Plastic Film Message	SF	40.00	52.60	2,104.00
88 F&I Grooved Plastic Film 24" Wide	LF	64.00	52.60	3,366.40
89 F&I Flashing Beacon Ped 120V	EA	2.00	8,410.00	16,820.00
90 F&I Foundation Type V	EA	2.00	594.00	1,188.00
91 F&I Signal Cable AWG 14/2	LF	90.00	0.80	72.00
92 F&I Signal Cable AWG 14/5	LF	90.00	1.40	126.00
93 F&I Conduit 2" Dia	LF	65.00	11.50	747.50
Raised Crossing Total				39,271.90

Drainage Improvements

94 Remove Pipe All Sizes All Types	LF	60.00	21.40	1,284.00
95 Remove Rip Rap Rock	LS	1.00	427.00	427.00
96 Topsoil - Strip & Spread	LS	1.00	400.00	400.00
97 Ditch Grading	LF	100.00	5.00	500.00

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-21-E1

New Paving and Utility Construction

98 Rem & Repl Shared Use Path 5" Thick Reinf Conc	SY	27.00	74.00	1,998.00
99 Mulching Type 2 - Straw	SY	300.00	1.05	315.00
100 Seeding Type B	SY	300.00	1.05	315.00
101 Sediment Control Log 6" to 8" Dia	LF	30.00	3.15	94.50

Drainage Improvements Total	5,333.50
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Total Construction in \$	2,048,234.64
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Engineering	10.00 %	204,823.46
Legal & Misc	3.00 %	61,447.04
Contingencies	5.00 %	102,411.73
Administration	4.00 %	81,929.39
Interest	4.00 %	81,929.39

Total Estimated Costs	2,580,775.65
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Special Assessments	2,531,293.06
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Sales Tax Funds - Infrastructure - 420	49,482.59
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Unfunded Costs	0.00
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IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 09/01/2021

Brenda Derrig

City Engineer

