FARGO CITY COMMISSION AGENDA
Monday, March 20, 2023 - 5:00 p.m.

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

A. Pledge of Allegiance.

B. Roll Call.

C. Approve Order of Agenda.

D. Minutes (Regular Meeting, March 6, 2023).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. Receive and file an Ordinance Relating to Excavation Ordinance.

2. Amendment to the Finds of Fact, Conclusion and Order for property located at 437 23rd Street South.

3. Gaming Site Authorization for Team Makers Club, Inc. (new owners).

4. Applications for Games of Chance:
   a. Fargo Lions for a sports pool from 9/11/23 to 1/1/24.
   b. Fargo Moorhead Derby Girls for a calendar raffle from 4/1/23 to 4/15/23.
   c. Jeremiah Program Fargo-Moorhead for a raffle on 4/21/23.
   d. Jolene Brown Benefit and Auction for a raffle on 4/23/23; Public Spirited Resolution.
   e. Lincoln Elementary PTA for a raffle on 4/14/23.
   f. Warm Blanket Hugs for a raffle on 4/30/23.
   g. Warm Blanket Hugs for a raffle board on 5/15/23.
   h. Terry Ulness Benefit for a raffle on 3/26/23; Public Spirited Resolution.

5. Extension of a Class “AC” Alcoholic Beverage License for Fargo Moorhead Community Theater d/b/a The Stage at Island Park until 10/1/23.

6. Request from Cass Fargo Emergency Management to apply for the State Homeland Security Grant Program to purchase equipment for the Red River Valley Bomb Squad.

7. Change Order No. 1 and Completion Date Modification for Project No. FM-22-C2.

8. Change Order No. 1 and Milestone No. 2 Time Extension for Project No. FM-22-B1.

9. Bid advertisement for Project No. NR-23-A.

10. Bid advertisement for Project No. WA2254.

11. Bid award for Project No. PR-23-A1.

12. Bid award for Project No. PR-22-B1.

13. Bid award for Project No. SR-23-A1.

14. Bid award for Improvement District No. PR-23-C1.

15. Contract and bond for Improvement District No. BR-23-B1.

16. Appointment of Facilities Director Bekki Majerus to the Mercantile Condominium Board of Managers as the City's representative.

17. Resolution Approving Inspection Fees, License Fees, Permit Fees and Reinstatement Fees - Environmental Health.

18. CredibleMind Platform License Agreement (SSP23053).

19. Grant award amendment for ND Department of Health and Human Services HIV Care Formula Grants for the Ryan White Part B Program (CFDA #93.917).

20. Addition of Roth 457 for MissionSquare and Equitable.

21. Services Agreement – Lawn Maintenance Services with Valley Green and Associates (RFP22037).

22. Services Agreement – Landscape Maintenance Services with Valley Green and Associates (RFP19075).

23. Services Agreement – Concrete Utility Cut Repairs with Q3 Contracting, Inc. (RFP19018).

24. First Amendment to Contract for Services with Sentry Security, Inc. (RFP19179).

25. Bills.

REGULAR AGENDA:

26. **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).**

***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**

27. PUBLIC HEARING – Annexation of portions of the Northwest Quarter, Southwest Quarter and Southeast Quarter of Section 15 and of portions of the Northeast Quarter and Northwest Quarter of Section 22, all in Township 140 North, Range 49 West containing 231.70 acres, more or less.

28. PUBLIC HEARING – Proposed Amendment to the 2022 HUD Action Plan.

29. Presentation by Gate City Bank regarding the Neighborhood Revitalization Initiative (NRI) Program.

30. Presentation of the 2050 Baseline Demographic Forecast and the 2022 Metro Profile.

31. Annual Review of F-M Ambulance Inc. d/b/a Sanford Ambulance-Fargo.

32. Presentation from Police Chief David Zibolski on department updates and crime statistics.

33. Presentation of the Diversity, Equity and Inclusion Department's Action Plan.

34. Applications for Property Tax Exemptions for Improvements Made to Buildings:
    a. Achieve Revenue Center Inc., 823 9th Street North (5 years).
    b. Brandon and Danielle Schott, 3538 11th Street South (5 years).
    c. Daniel and Sarah Deutsch, 1602 41st Avenue South (5 years).
    d. Cathy Orcutt, 2215 11th Street South (5 years).
    e. Cullen Thiss, 1115 11th Avenue North (5 years).

35. Recommendation for appointments to the Civil Service Commission.

36. Legislative Update.

37. Liaison Commissioner Assignment Updates.

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

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

THE CITY OF Fargo FAR MORE

OFFICE OF THE CITY ATTORNEY

SERKLAND LAW FIRM
10 Roberts Street North
P.O. Box 6017
Fargo, ND 58108
Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY
Nancy J. Morris

ASSISTANT CITY ATTORNEYS
Ian R. McLean ▪ Alissa R. Farol ▪ William B. Wischer

1

March 10, 2023

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

RE: Excavation Ordinance, Article 18-09 of Chapter 18

Dear Mayor and Commissioners,

Pursuant to your direction on January 24, 2022, please find for your review and consideration a Repeal and Replacement of the Excavation Ordinance, Article 18-09 of the Fargo Municipal Code. The intent of the revisions is to modernize the Ordinance and establish specific processes and procedures for the issuance and revocation of City-issued excavation licenses and permits. Some of the changes include clarifying the definition and scope of excavation within the public right-of-way, clearly mandating compliance with the Excavation Fees and Guidelines Supplement and Standard Specifications for Construction, authorizing the City Engineer to revoke an excavation permit, and authorizing the City Engineer to revoke an excavation license subject to review by the Commission upon request of the licensee.

An additional change is the establishment of the Excavation Fees and Guidelines Supplement, which will include license fees, bond requirements, permit conditions, and public impact fees by Resolution. Information about the Guidelines and a draft of the Resolution will be presented by Kevin Gorder for adoption at the time of the second reading of the new Ordinance.

Suggested Motion: I move to receive and file the following Ordinance Repealing and Replacing Article 18-09 of Chapter 18 of the Fargo Municipal Code relating to Excavation Ordinance, and to place the Ordinance on for first reading at the next regularly scheduled meeting of the City Commission.

Please feel free to contact me with any questions, comments, or concerns pertaining to the matters referenced herein.

Regards,

Kasey D. McNary
Assistant City Attorney

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING AND
REPEALING AND REPLACING ARTICLE 18-09
OF CHAPTER 18 OF THE FARGO MUNICIPAL CODE
RELATING EXCAVATION CODE

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

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

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

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

NOW, THEREFORE,

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

Section 1. Enactment.

Article 18-09 of Chapter 18 of the Fargo Municipal Code is hereby amended to read as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

ARTICLE 18-09

EXCAVATION ORDINANCE

Section

18-0900	Applicability.
18-0901	Definitions.
18-0902	Excavator's License.
18-0903	Permit to Excavate.
18-0904	Exemptions.
18-0905	Denial or Revocation of Permit.
18-0906	Pre-Excavation Requirements.
18-0907	Excavation Protection.
18-0908	Preservation of Monument.
18-0909	Compliance with Guidelines and Specifications.
18-0910	Revocation of Excavator license.
18-0911	Emergency Excavation.
18-0912	Warranty.
18-0913	Inspections.
18-0914	Maintenance of Substructure Records.
18-0915	Forms.
18-0916	Rules, Regulations, and Penalties.
18-0917	Severability.

18-0900. Applicability.

This Excavation Code applies to any and all excavation of the City of Fargo's public right-of-way, publicly-owned property, and all locations that must be permitted, as more specifically defined herein, and as otherwise determined by the City Engineer.

18-0901. Definitions.

The following words, terms and phrases shall have the meanings ascribed to them in this Article:

1. "Boulevard" means that right-of-way from the back of the curb or edge of the traveled way to the owner's property line.

2. "City Engineer" means the City Engineer of the City of Fargo or designee.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

3. "Excavation" means any removal or disturbance of material within the traveled way of any street or alley or the removal or disturbance of any material, sod, or soil areas of any street, alley, public right-of-way, street boulevards (except boulevard gardens as allowed by Article 13-17), and public utility easements, including but not limited to grading, cutting, trenching, digging, ditching, drilling, pot holing, auguring, tunneling, jacking, boring, scraping, plowing and pile driving, and any disturbance of the surface by any means under, in, on, over, or through any locations required to be permitted within the corporate limits of the City of Fargo.

4. "Excavator" means any person, firm, or entity who performs the act of excavation by any means.

5. "Guidelines" refers to the Excavation Fees and Guidelines Supplement created by the City Engineer and approved by the Board of City Commissioners by Resolution, effective at the time of permit issuance. A copy of the Guidelines is accessible at: [a link will be provided upon approval of a Resolution adopting the Guidelines].

6. "Specifications" refers to the Standard Specifications for Construction in effect at the time of permit issuance. A copy of the Specifications is accessible at: https://fargond.gov/city-government/departments/engineering/design-construction/construction-specifications.

7. "Street" means the length as dedicated for use by the public and the width as defined by the property lines on each side thereof. For purposes of this Article, all references to "Street" includes alleys.

8. "Traveled way" means the width from curb to curb on curbed streets, from edge to edge on any non-curbed streets, and from shoulder to shoulder on gravel streets.

9. "Utilities" means, for the purpose of this Article, all underground cables, conduit, and pipe used for the transportation or distribution of fuel, electricity, communication services, water, or sewage.

18-0902. Excavator's License.

No person, firm, or entity shall perform excavation, as defined in 18-0901(3), unless licensed as a contractor by the State of North Dakota and licensed as an excavator by the City of Fargo. An excavator's license will be issued by the City Auditor upon submission of a written application on forms obtained from the auditor and upon fulfilling the fee, bonding, and insurance requirements

as specified in the Guidelines. A license shall be effective upon issuance until March 1 of the following year.

18-0903. Permit to Excavate.

Except as otherwise provided in 18-0904 and 18-0911, no person may perform excavation, as defined in 18-0901(3), without first obtaining a permit from the City of Fargo Engineering Department. A permit to excavate shall be issued only to an excavator licensed by the City of Fargo, and those exempt under 18-0904(B). The issuance of a permit shall not relieve any permittee from compliance with all requirements of this Article nor relieve the permittee of any liability for damage to any existing utility. The City assumes no liability whatsoever by virtue of the issuance of a permit. Except as set forth elsewhere herein, the excavator performing the excavation must obtain the permit to excavate. Excavation must occur during the permitted time period.

18-0904. Exemptions.

A. All utility companies franchised with the City of Fargo and authorized to operate within the corporate limits are exempt from the license requirement of this Article.

B. The following shall be exempt from the permit requirements of this Article:

1. All governmental units of the City of Fargo;

2. All contractors performing under a written contract with the City of Fargo or a governmental unit of the City of Fargo; and

3. A property owner planting or maintaining a garden on the boulevard adjacent to their property in accordance with Fargo Municipal Code Article 13-17.

18-0905. Denial or Revocation of Permit.

A. Mandatory Denial. Except in the case of an emergency, no permit will be granted:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1. To any person, firm, or entity who has failed within the past three years to comply with, or is presently not in compliance with, the requirements of this Article.

2. To any person, firm, or entity who has outstanding debt owed to the City of Fargo that is due, owing, and unpaid.

3. To any person, firm, or entity as to whom there exist grounds for the revocation of a permit under this Article or other applicable law.

B. Permissive Denial. The City Engineer may deny a permit to protect the public health, safety and welfare, to prevent interference with the safety and convenience of ordinary travel over the right-of-way, or when necessary to protect the right-of-way and its users. The City Engineer, at the City Engineer's discretion, may consider one or more of the following factors in denying a permit:

1. The degree of compliance of the applicant with this Article and other applicable ordinances and regulations.

2. The degree of disruption to surrounding communities and businesses that will result from the issuance of a permit.

3. The condition and age of the right-of-way, and whether and when it is scheduled for total or partial reconstruction.

4. The balancing of the costs of disruption to the public and damage to the right-of-way, against the benefits to that part of the public served by the issuance of a permit.

5. The number of incomplete permits held by the applicant.

6. Any other factors the City Engineer deems just and appropriate under the circumstances.

C. Revocation of Permit. A permittee holds a permit issued hereunder as a privilege and not as a right. The City Engineer is authorized, as provided herein, to revoke a permit, without fee refund, upon finding any of the following:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1. The permittee violated or failed to comply with any statute, ordinance, rule, regulation, Guidelines, Specifications, or condition of the permit.

2. An evasion or attempt to evade any term of the permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the City of Fargo or its citizens.

3. Any material misrepresentation of fact in the application for a permit.

4. The failure to maintain the required construction security, bond, or insurance.

5. The failure to complete the permitted work in a timely manner.

6. The failure to correct a condition as requested by the City Engineer.

If the City Engineer determines grounds for revocation of a permit exist, the City Engineer will make a written demand upon the permittee to remedy such violation. The demand shall state that continued violations may be cause for revocation of the permit, and the City Engineer may place additional or revised conditions on the permit. The permittee shall then have the amount of time provided in the Guidelines or as otherwise afforded by the City Engineer to contact the City Engineer with a plan, acceptable to the City Engineer, for correction, including a date of anticipated completion. The permittee's failure to timely contact the City Engineer, failure to submit an acceptable plan, or failure to reasonably implement the approved plan, shall be cause for immediate revocation of the permit. If a permit is revoked, the permittee shall also reimburse the City for its costs incurred in connection with such revocation, including restoration costs and reasonable attorney's fees.

18-0906. Pre-Excavation Requirements.

It shall be the responsibility of each permittee to comply with federal, state, and local laws, including North Dakota One-Call laws, and the terms of the Guidelines and Specifications.

18-0907. Excavation Protection.

The permittee shall be responsible for protecting the safety of the public and the integrity of the public right-of-way in the permitted area. This shall include but is not limited to installing and

maintaining traffic control measures in accordance with the "Manual on Uniform Traffic Control Devices" (MUTCD), installing and maintaining erosion and sediment control, and any other requirements stated in the permit, Guidelines, and Specifications.

18-0908. Preservation of Monument.

Any monuments set for the purpose of locating or preserving the property lines, survey reference points, or permanent survey benchmarks, shall not be removed or disturbed without permission in writing from the City Engineer. Replacement of monuments shall be permittee's sole responsibility. Any failure by permittee to replace and verify the location of the monument shall be a permit violation.

18-0909. Compliance with Guidelines and Specifications.

A. All permittees issued a permit in accordance with this Article must comply with the Guidelines and Specifications in effect at the time of issuance of the permit. Failure to abide by the permit conditions, Guidelines, Specifications, or this Article may result in a violation and subject the permittee to penalties imposed by the City Engineer, including permit and license revocation.

B. Excavators who are exempt from the licensing and permit requirements under 18-0904 must comply with the Guidelines and Specifications in effect at the time of the excavation.

18-0910. Revocation of Excavator License.

A. The City Engineer may revoke an excavator license issued pursuant to this Article, without a fee refund, if the City Engineer makes any of the following findings:

1. The licensee obtained the license by means of fraud, deceit, or misrepresentation of a material fact.

2. The licensee is not in compliance with any applicable statute, ordinance, rule, regulation, or the Guidelines or Specifications.

3. The licensee is not performing work in compliance with any condition of the license.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

4. The licensee has had two (2) or more ordinance violations within a one-year period.

5. The licensee had a permit revoked in accordance with this Article.

6. The practices of the licensee threaten the health, safety, or welfare of the public, interfere with the safety and convenience of ordinary travel over the right-of-way, or otherwise negatively impact the right-of-way or its users.

B. If the City Engineer determines grounds for revocation of a license exist, the City Engineer shall provide written notice to the licensee stating the grounds for revocation. The licensee shall then have the amount of time provided in the Guidelines or as otherwise afforded by the City Engineer after receipt of the written notice to remedy the grounds for revocation to the satisfaction of the City Engineer. If the licensee fails to remedy the grounds for revocation to the satisfaction of the City Engineer, then the City Engineer may revoke the license without further notice.

C. If a license is revoked, the licensee shall reimburse the City for its reasonable costs incurred in connection with such revocation, including restoration costs and reasonable attorney's fees. A licensee who has had a license revoked, or believes any costs and fees imposed are unreasonable, may have the matter reviewed by the City Commission upon written request made to the City Engineer within ten (10) business days of the revocation or notice of fee imposition. A decision by the City Commission affirming such revocation or fee imposition will be in writing and supported by written findings establishing the basis for the decision.

18-0911. Emergency Excavation.

Nothing in this ordinance shall be construed to prevent the making of such excavations as may be necessary for the preservation of life or property or for the location of trouble in conduit or pipe, or for making repairs, provided that the person making such excavation shall apply to the City Engineer for such a permit on the first working day after such work is commenced.

18-0912. Warranty.

The permittee warrants that restoration work will meet the requirements of this Article, the Guidelines, and Specifications for a period of twenty-four (24) months following final acceptance

of the work by the City. During this warranty period, the permittee shall, upon notification by the City Engineer, correct all restoration work to the extent necessary using the method required by the City Engineer. Such work shall be completed within five (5) calendar days of the receipt of the notice from the City Engineer, not including days when work is prohibited as unseasonable or unreasonable. If permittee fails to restore the right-of-way in the manner and condition required by the City Engineer, or fails to satisfactorily and timely complete all restoration required, the City Engineer may do such work or contract for such work to be completed. In such event, the permittee shall pay to the City the costs of restoring the right-of-way within thirty (30) days of the billing.

18-0913. Inspections.

When the work under any permit is completed, the permittee must provide written notice of completion to the City of Fargo Engineering Department. The permittee shall make the site available to the City of Fargo Engineering Department and all others required for inspections at all reasonable times during the execution of and completion of the work. If the City Engineer determines that any work of the permittee does not conform to the terms of the permit or other applicable standards, conditions, or codes, or does not comply with the Guidelines and Specifications, the City Engineer will issue written notice under 18-0905(C) and the permittee shall follow the procedure established in 18-0905(C) to remedy the violations. The provisions of this Article do not relieve or change any inspection requirements contained in the Fargo Municipal Code or in any rules and regulations as approved by the Board of City Commissioners including the Guidelines and Specifications. The permittee shall comply with all other inspection requirements and secure all approvals required for the project.

18-0914. Maintenance of Substructure Records.

Every person owning, using, controlling, or having an interest in substructures under the surface of any public place, shall provide maps, drawn to a scale of not less than one inch to 200 feet, to the City Engineer upon request. The maps must show in detail the plan location, size, and kind of installation of all substructures, except service lines designed to serve single properties.

18-0915. Forms.

The City Auditor is hereby authorized and directed to prepare the license forms required by this Article, and to issue the license upon payment of the required fee and compliance with the application, bonding, and insurance requirements contained within this Article, and the Guidelines and Specifications. The City Engineer is hereby authorized and directed to prepare the permit forms and the necessary related forms as required by this Article.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

18-0916. Rules, Regulations, and Penalties.

The City Engineer is hereby authorized and directed to promulgate rules and regulations necessary to effect the purpose and enforcement of this Article, and to issue such permits in accordance herewith. The City Engineer may impose a noncompliance penalty for unreasonable delays in right-of-way excavation, backfilling, and restoration, and noncompliance with the Guidelines and Specifications. In accordance with Fargo Municipal Code 1-0305(A)(1), a violation of this Article is a Class B misdemeanor and penalties may be imposed thereunder.

18-0917. Severability.

If any section, provision, or part of this Article shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Article as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 2. Effective Date.

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

(SEAL)
Attest:

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

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

THE CITY OF Fargo FAR MORE

OFFICE OF THE CITY ATTORNEY

SERKLAND LAW FIRM
10 Roberts Street North
P.O. Box 6017
Fargo, ND 58108
Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY
Nancy J. Morris

ASSISTANT CITY ATTORNEYS
Ian R. McLean ▪ Alissa R. Farol ▪ William B. Wischer

2

March 16, 2023

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

RE: Dangerous Building located at 437 23rd Street South, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and approval is the proposed Amendment to the Findings of Fact and Conclusions and Order regarding the dangerous building located at 437 23rd Street South. At its August 22, 2022 meeting, the Board declared the structure at the above-described property as a "dangerous building." The property was then sold to Guy Thomas on December 30, 2022 who requested the opportunity to cure the deficiencies to the dangerous building. The Board approved this request at its February 6, 2023 meeting and directed the City Attorney's Office to prepare the appropriate amendment. As such, I am remitting to you for your review and approval the proposed Amendment to the Findings of Fact and Conclusions and Order.

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

Sincerely,

Alissa R. Farol
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department

AMENDMENT TO

THE FINDINGS OF FACT, CONCLUSIONS AND ORDER

This **AMENDMENT,** by Agreement by and between the city of Fargo, a North Dakota municipal corporation and Guy Thomas (hereinafter "Thomas") owner of the Property located at 437 23rd Street South, Fargo, ND 58103, hereby amends the **FINDINGS OF FACT AND CONCLUSIONS AND ORDER** of the Board of City Commissioners of the City of Fargo approved August 22, 2022, a copy of which is attached hereto and made a part hereof, as Exhibit 1, for the property located at 437 23rd Street South, Fargo, ND 58103 (hereinafter "property").

WHEREAS, on December 30, 2022, the Property was sold to Thomas by Cascade Finding Mortgage Trust; and

WHEREAS, as the new owner, Thomas immediately sought to obtain permits to rehabilitate the Property; and

WHEREAS, Thomas' permit requests were denied due to the Property having been designated a dangerous building, subject to demolition; and

WHEREAS, Thomas requested an extension and amendment to the dangerous building designation in order to ascertain whether rehabilitation of the Property was feasible, and if so an opportunity to rehabilitate the Property; and

WHEREAS, the Board of City Commissioners, pursuant to a recommended motion from the Inspections Director, agreed to consider such extension and amendment contingent on an agreement between City and Thomas that the property be rehabilitated on or before September 1, 2023.

NOW, THEREFORE, in consideration of the mutual promises, terms, covenants, and conditions, stated herein, the parties hereto agree as follows:

1. That on or before February 24, 2023, Thomas shall provide City a structural engineer's report confirming the foundation of the property is able to be made structurally sound. Thomas agrees to undertake all necessary and appropriate steps identified by the structure engineers

prior to the issuance by City of any further and additional permits. Upon receipt of the structural engineer's report that the foundation of the Property is stable, Thomas may request building permits to rehabilitate the Property.

2. Thomas and his contractors may assess the Property for the sole purpose of analysis and if appropriate, foundation stabilization.

3. Thomas agrees that if permits are not secured and work commenced on or before March 30, 2023, the extension of the dangerous building finding is withdrawn and the City may proceed with the demolition of the Property, any time after March 31, 2023, with or without notice to Thomas.

4. Thomas agrees and understands that the dangerous building designation shall remain until such time as the Inspections Director determines such designation is no longer necessary, based on the amount of rehabilitation completed.

5. Thomas understands and agrees that all costs incurred by City thus far in the dangerous building process with respect to the Property are due and payable, in the amount of $19,990, as evidenced by the invoice attached thereto as attachment 2. Thomas waives any and all objection to the assessment of the costs to the Property, and agrees all such costs are the property owner's responsibility.

6. Thomas understands and agrees that he may demolish the Property with proper permits, at his own cost, if he ultimately determines the Property cannot be rehabilitated and made code compliant, in the opinion of the Building Official, any time before March 31, 2023.

7. Thomas waives any and all claims, known or unknown, against the City, in exchange for the extension and opportunity to rehabilitate the Property which has legally been determined to be a dangerous building by the Board of City Commissioners of the city of Fargo.

8. Thomas agrees and understands that the Property must secure a certificate of occupancy on or before September 30, 2023, unless such time is further extended in writing signed by the parties hereto at Thomas' request, such request to be made in writing to the city, detailing the reasons such extension is necessary.

9. Thomas understands and agrees that failure to secure a certificate of occupancy by September 30, 2023, or within such time extension as agreed, shall result in an administrative fine of $50.00/day beyond the agreed upon end date.

10. City agrees and understands it shall forego any further enforcement actions related to

the dangerous building designation in accordance with the terms of this Agreement and Amendment.

11. All other terms and amendments of the Findings, Conclusion and Order shall remain in full force and effect.

DATED this 5 day of March, 2023.

PROPERTY OWNER

By _____
Guy Thomas

DATED this _____ day of _____, 2023.

BOARD of CITY COMMISSIONERS to the CITY OF FARGO,
a North Dakota municipal corporation

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

ATTEST:

_____
Steven Sprague, City Auditor

GAMING SITE AUTHORIZATION

ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (2-2023)

New Owners 3a

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

Full, Legal Name of Gaming Organization
Team Makers Club, Inc.

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

Name of Location			
Holiday Inn Fargo			
Street: **3803 13th Ave S**	City: **Fargo**	ZIP Code: **58103**	County: **Cass**
Beginning Date(s) Authorized: **12/31/22**	Ending Date(s) Authorized: **6/30/23**	Number of Twenty-One tables, if zero, enter "0": **3**	

Specific location where games of chance will be conducted and played at the site (**required**)
Spirits Lounge

If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of the event(s) if known

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly explain each game type to be conducted. The City/County can only approve these games at the site.

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

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

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

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

CC

3/14/23

40

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9338 (09-2021)

Applying for *(check one)*
☒ Local Permit ☐ Restricted Event Permit*

Games to be Conducted ☐ Raffle by a Political or Legislative District Party

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

*Poker, Twenty-One, and Paddlewheels may be conducted **Only** with a Restricted Event Permit. Only one permit allowed per year.*

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS.

Name of Organization or Group of People permit is issued to	Dates of Activity	If raffle, provide drawing date	
Fargo Lions	9-11-23 thru 1-1-24		
Organization or Group Contact Person	Title or Position	Telephone Number	
Trent Freier	Treasurer	701-266-1475	
Business Address	City	State	ZIP Code
PO Box 21	Fargo	ND	58102-0021
Mailing Address *(if different)*	City	State	ZIP Code
Site Name *(where gaming will be conducted)*			
Fargo Lions c/o Trent Freier			
Site Address	City	ZIP Code	County
4853 Woodhaven Dr S	Fargo	58104	Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Sports Pool	Cash	10,200.00
	Monday Night Football (NFL) calendar sports pooln	
	cash prize of $50 each game per board - 17 games in season for a total of $850.00 per	
	board set sold. Maximum sets of books 12 sets for payouts total of $10,200	
	12 winners per week @$50 x 17 weeks = $ 10,200	
	Total *(limit $40,000 per year)*	10,200.00

Intended Uses of Gaming Proceeds
Lions Club charitable programs which includes paying for eye exams and eye glasses for those in our community that do not have insurance

Does the organization presently have a state gaming license? *(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)*
☐ Yes ☒ No

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

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

Is the organization or group a state political party or legislative district party? *(If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be used for political purposes.)*
☐ Yes ☒ No

Organization or Group Contact Person

Name	Title	Telephone Number	Email Address
Kate Lea	President	7013889605	Kate.Lea@chase.com
Signature of Organization or Group's Top Official	Title	Date	
[signature]	President	3/9/23	

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9338 (09-2021)

25.00
3/9/23
46

Applying for *(check one)*	☒ Local Permit ☐ Restricted Event Permit*
Games to be Conducted	☐ Raffle by a Political or Legislative District Party
☐ Bingo ☒ Raffle ☐ Raffle Board ☒ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One* ☐ Paddlewheels*	

*Poker, Twenty-One, and Paddlewheels may be conducted **Only** with a Restricted Event Permit. Only one permit allowed per year.*

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS.

Name of Organization or Group of People permit is issued to Fargo Moorhead Derby Girls	Dates of Activity 4/1/23_4/15/23	If raffle, provide drawing date 4/1/23_4/15/23	
Organization or Group Contact Person Katie Kalabza	Title or Position Treasure	Telephone Number 701-730-1422	
Business Address PO Box 10644	City Fargo	State ND	ZIP Code 58106
Mailing Address *(if different)*	City	State	ZIP Code
Site Name *(where gaming will be conducted)* Fargo Coliseum			
Site Address 807 17th Avenue N	City Fargo	ZIP Code 58102	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
50/50 raffe	Cash	est. $200each
	Total *(limit $40,000 per year)*	

Intended Uses of Gaming Proceeds
Bout production, rent charity donations

Does the organization presently have a state gaming license? *(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)*
☐ Yes ☒ No

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

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? *(If yes, indicate the total retail value of all prizes previously awarded)*
☐ No ☐ Yes - Total Retail Value: $361 (This amount is part of the total prize limit of $40,000 per year)

Is the organization or group a state political party or legislative district party? *(If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be used for political purposes.)*
☒ Yes ☐ No

Organization or Group Contact Person

Name Katie Kalabza	Title Treasure	Telephone Number 701-730-1422	E-mail Address fmdgoperations@gmail.com
Signature of Organization or Group's Top Official		Title Treasurer	Date 2/22/23

Cash 25.00 3/6/23

4c

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (2-2023)

Applying for *(check one)*

☒ Local Permit ☐ Restricted Event Permit*

Games to be conducted ☐ Raffle by a Political or Legislative District Party

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

**See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.*

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group		Dates of Activity *(Does not include dates for the sales of tickets)*	
Jeremiah Program Fargo-Moorhead		**April 21, 2023**	
Organization or Group Contact Person	E-mail	Telephone Number	
Andrea Williams	**awilliams@jeremiahprogram.org**	**701-552-5553**	
Business Address	City	State	ZIP Code
3104 Fiechtner Dr.	**Fargo**	**ND**	**58103**
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name		County	
Holiday Inn Fargo		**Cass**	
Site Physical Address	City	State	ZIP Code
3803 13th Ave. S	**Fargo**	**ND**	**58103**

Provide the exact date(s) & frequency of each event & type *(Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)*

one time raffle on the date of the event - April 21, 2023

PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	**Trip to Brazil**	**5,000.00**
	Total *(limit $40,000 per year)*	$ **5,000.00**

Intended Uses of Gaming Proceeds

operating funds for Jeremiah Program families

Does the organization presently have a state gaming license? *(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)*

☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☒ Yes ☒ No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 *(If yes, indicate the total retail value of all prizes previously awarded)*

☐ No ☒ Yes - Total Retail Value: **15,000.00** (This amount is part of the total prize limit for $40,000 per fiscal year)

Is the organization or group a state political party or legislative district party? *(If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)*

☐ Yes ☒ No

Name	Title	Telephone Number	E-mail Address
Tori Schmidt	**Event Coordinator**	**701-200-1236**	**hello@theeventcompanyfargo.com**
Signature of Organization or Group's Top Official	Title	Date	
Tori Schmidt	**Event Coordinator**	**03/03/2023**	

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (2-2023)

48

Applying for *(check one)*

[X] Local Permit [ ] Restricted Event Permit*

Games to be conducted [ ] Raffle by a Political or Legislative District Party

[ ] Bingo [X] Raffle [X] Raffle Board [ ] Calendar Raffle [ ] Sports Pool [ ] Poker* [ ] Twenty-One [ ] Paddlewheels*

See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group		Dates of Activity *(Does not include dates for the sales of tickets)*	
Jolene Brown Benefit and Auction		**April 23rd 2023**	
Organization or Group Contact Person	E-mail	Telephone Number	
Merry Haberlack	**mjhaberlack@gmail.com**	**701.799.8431**	
Business Address	City	State	ZIP Code
1738 35th St South Unit D	**Fargo**	**ND**	**58103**
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name		County	
Labby's Grill & Bar			
Site Physical Address	City	State	ZIP Code
1100 19th Ave N	**Fargo**	**ND**	**58103**

Provide the exact date(s) & frequency of each event & type *(Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)*

April 23 from 1-5. One time Benefit for Jolene

PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	**50/50 raffle**	
Raffle	**Any other large gift donations-we are still collecting donations**	
Raffle	**Happy Harry's package**	**1,024.00**
	Total *(limit $40,000 per year)*	$ **1,024.00**

Intended Uses of Gaming Proceeds

Does the organization presently have a state gaming license? *(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)*

[ ] Yes [X] No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)

[ ] Yes [X] No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 *(If yes, indicate the total retail value of all prizes previously awarded)*

[X] No [ ] Yes - Total Retail Value: _____ (This amount is part of the total prize limit for $40,000 per fiscal year)

Is the organization or group a state political party or legislative district party? *(If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)*

[ ] Yes [X] No

Name	Title	Telephone Number	E-mail Address
Merry Haberlack	**Event Coordinator/planner**	**701.799.8431**	**mjhaberlack@gmail.com**
Signature of Organization or Group's Top Official		Title	Date
Merry Haberlack		Event Coordinator Planner	3/10/23

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9338 (09-2021)

✓ 25.00 3/6/23

4e

Applying for *(check one)*
☒ Local Permit ☐ Restricted Event Permit*

Games to be Conducted ☐ Raffle by a Political or Legislative District Party

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

*Poker, Twenty-One, and Paddlewheels may be conducted **Only** with a Restricted Event Permit. Only one permit allowed per year.*

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS.

Name of Organization or Group of People permit is issued to Lincoln Elementary PTA	Dates of Activity April 14, 2023	If raffle, provide drawing date April 14, 2023	
Organization or Group Contact Person Ahron Walter	Title or Position Treasurer	Telephone Number 701-730-2229	
Business Address 2120 9th St S	City Fargo	State ND	ZIP Code 58103
Mailing Address *(if different)*	City	State	ZIP Code
Site Name *(where gaming will be conducted)* Lincoln Elementary School			
Site Address 2120 9th St S	City Fargo	ZIP Code ND	County 58103

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	Cash prize based on the number of tickets sold	Dependent on Sales <$5,000
	Total *(limit $40,000 per year)*	

Intended Uses of Gaming Proceeds
General Funds for PTA

Does the organization presently have a state gaming license? *(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)*
☐ Yes ☒ No

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

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

Is the organization or group a state political party or legislative district party? *(If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be used for political purposes.)*
☐ Yes ☒ No

Organization or Group Contact Person

Name	Title	Telephone Number	E-mail Address
Ahron Walter	Treasurer	701-730-2229	ahron.walter@gmail.com
Signature of Organization or Group's Top Official		Title President	Date 2/27/2023

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (2-2023)

V1053
4f
3/10/23

Applying for *(check one)*

☒ Local Permit ☐ Restricted Event Permit*

Games to be conducted ☐ Raffle by a Political or Legislative District Party

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

**See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.*

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group		Dates of Activity *(Does not include dates for the sales of tickets)*	
Warm Blanket Hugs		**April 30th, 2023**	
Organization or Group Contact Person	E-mail	Telephone Number	
Wendy Allen	**Executive Director**	**701-866-3941**	
Business Address	City	State	ZIP Code
4201 38th Street South #205	**Fargo**	**ND**	**58104**
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name		County	
NorthPointe Insurance			
Site Physical Address	City	State	ZIP Code
4201 38th Street South #205	**Fargo**	**ND**	**58104**

Provide the exact date(s) & frequency of each event & type *(Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)*

Raffle Drawing - 04/30/23

PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Ticket Raffle	**Michael Kors Purse**	**228.00**
	Total *(limit $40,000 per year)*	$ **228.00**

Intended Uses of Gaming Proceeds

Donation to Crown CARES Organization

Does the organization presently have a state gaming license? *(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)*

☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☐ Yes ☒ No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 *(If yes, indicate the total retail value of all prizes previously awarded)*

☐ No ☒ Yes - Total Retail Value: **278.00** (This amount is part of the total prize limit for $40,000 per fiscal year)

Is the organization or group a state political party or legislative district party? *(If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)*

☐ Yes ☒ No

Name	Title	Telephone Number	E-mail Address
Wendy Allen	**Executive Director**	**701-866-3941**	**wendy@warmblankethugs.com**
Signature of Organization or Group's Top Official	Title	Date	
Wendy Allen	**Executive Director**	**03/06/2023**	

v 1053
3/10/23

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (2-2023)

49

Applying for *(check one)*

☒ Local Permit ☐ Restricted Event Permit*

Games to be conducted ☐ Raffle by a Political or Legislative District Party

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

**See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.*

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group		Dates of Activity *(Does not include dates for the sales of tickets)*	
Warm Blanket Hugs		**May 15th, 2023**	
Organization or Group Contact Person	E-mail	Telephone Number	
Wendy Allen	**Executive Director**	**701-866-3941**	
Business Address	City	State	ZIP Code
4201 38th Street South #205	**Fargo**	**ND**	**58104**
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name		County	
NorthPointe Insurance			
Site Physical Address	City	State	ZIP Code
4201 38th Street South #205	**Fargo**	**ND**	**58104**

Provide the exact date(s) & frequency of each event & type *(Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)*

50/50 Raffle Board Drawing - 05/15/2023

PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle Board/Squares	**50% of proceeds of 100 squares sold at $2/each**	**100.00**
	Total *(limit $40,000 per year)*	$ **100.00**

Intended Uses of Gaming Proceeds
Donation to Crown CARES Organization

Does the organization presently have a state gaming license? *(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)*

☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☐ Yes ☒ No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 *(If yes, indicate the total retail value of all prizes previously awarded)*

☐ No ☒ Yes - Total Retail Value: **278.00** (This amount is part of the total prize limit for $40,000 per fiscal year)

Is the organization or group a state political party or legislative district party? *(If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)*

☐ Yes ☒ No

Name	Title	Telephone Number	E-mail Address
Wendy Allen	**Executive Director**	**701-866-3941**	**wendy@warmblankethugs.com**
Signature of Organization or Group's Top Official		Title	Date
Wendy Allen		**Executive Director**	**03/06/2023**

CC
3/16/23

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (2-2023)

44

Applying for *(check one)*
☒ Local Permit ☐ Restricted Event Permit*

Games to be conducted
☐ Raffle by a Political or Legislative District Party
☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One ☐ Paddlewheels*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group		Dates of Activity *(Does not include dates for the sales of tickets)*	
Terry Ulness Benefit			
Organization or Group Contact Person	**E-mail**	**Telephone Number**	
Terry Ulness Benefit			
Business Address	**City**	**State**	**ZIP Code**
2611 Main Ave	Fargo	Nd	58103
Mailing Address (if different)	**City**	**State**	**ZIP Code**

SITE INFO

Site Name		County	
Specks Bar		Cass	
Site Physical Address	**City**	**State**	**ZIP Code**
2611 Main Ave	Fargo	ND	58103

Provide the exact date(s) & frequency of each event & type *(Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)*

Sunday March 26 FROM 1-6PM

PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Meat Raffle	Meat bundles -	$30/per bundle
	Total *(limit $40,000 per year)*	$

Intended Uses of Gaming Proceeds

Does the organization presently have a state gaming license? *(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)*
☐ Yes ☒ No

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

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 *(If yes, indicate the total retail value of all prizes previously awarded)*
☒ No ☐ Yes - Total Retail Value: _____ (This amount is part of the total prize limit for $40,000 per fiscal year)

Is the organization or group a state political party or legislative district party? *(If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)*
☐ Yes ☒ No

Name	Title	Telephone Number	E-mail Address
DeAnn Wika	Bar Manager	7014636267	kstroh84@gmail.com
Signature of Organization or Group's Top Official	**Title**		**Date**
DeAnn Wika	Bar Manager		3/13/2023

THE CITY OF Fargo FAR MORE

AUDITOR'S OFFICE
Fargo City Hall
225 4th Street North
PO Box 2471
Fargo, ND 58108
Phone: 701.241.8108 | Fax: 701.241.8184
www.FargoND.gov

MEMORANDUM

5

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Liquor License Extension – Fargo Moorhead Community Theater (FMCT)

DATE: March 15, 2023

The Auditor's office received a request to grant an extension of the requirements of 25-1512 from Fargo Moorhead Community Theater (FMCT) d/b/a The Stage at Island Park until October 1, 2023

As you may be aware, FMCT's building located in Island Park has been closed, as it is no longer safe to occupy. The City Commission previously approved a temporary relocation of the liquor license to 6 Broadway. FMCT is now relocating to Moorhead until a future date when they would like to return to Fargo. FMCT holds a Club liquor license with the City of Fargo and would like to retain the license for future use. FMCT has agreed to continue paying the associated fees. FMCT has an agreement to build a new theater in the NP parking lot development.

Please see the attached email from FMCT.

Please approve an extension of 25-1512 for Fargo Moorhead Community Theater d/b/a The Stage at Island Park until October 1, 2023.

Recommended Motion:

Move an extension of the requirements of 25-1512 to FMCT, The Stage at Island Park until October 1, 2023.

b

MEMORANDUM

Date: March 16, 2023

To: Honorable Board of City Commissioners

From: Brady Scribner, City of Fargo Emergency Manager
Derek Johnson, Fargo Police Department & Red River Valley Bomb Squad Assistant Commander

Re: Recommendation for State Homeland Security Grant Application to Purchase Equipment for the Red River Valley Bomb Squad

---

Background:

The North Dakota Department of Emergency Services (NDDES) is soliciting project applications for the Fiscal Year 2023 State Homeland Security (SHSP) – Regional Grant. The SHSP assists states, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism. An applicant's project must support the grant priority of addressing emergent threats such as improvised explosive devices (IEDs), weapons of mass destruction, etc. The SHSP – Regional Grant does not require a local cost share as part of the application process. A copy of the SHSP – Local Grant guidance is attached as NDDES has not created separate regional guidance.

City of Fargo Emergency Management is working with our partners at NDDES and assisting the Red River Regional Bomb Squad with a project application to this grant for the purchase of a Total Containment Vessel (TCV) with an estimated cost of $338,000. A TCV is a fully enclosed container that is designed to safely secure, transport, and test explosive or chemical devices. This trailer-transported equipment would provide a safe, effective, and reusable solution to the primary and secondary fragmentation and gases that generally result from an IED explosion. When used appropriately and in consideration to the manufacturer's specifications, a TCV provides protection to our community, our emergency responders, and our environment from the harm of a detonated IED. A manufacturer's production description of a TCV is attached.

Recommended Motion:

Approve submitting a project application to NDDES for a project to purchase a Total Containment Vessel for the Red River Regional Bomb Squad.

FISCAL YEAR 2023 STATE HOMELAND SECURITY GRANT PROGRAM (SHSP) APPLICATION GUIDANCE

APPLICATION GUIDANCE
For Local Government Jurisdictions and Departments

North Dakota Department of Emergency Services (NDDES)
Division of Homeland Security

[Left Blank Intentionally]

Program Description

Funding for this program is provided by the U.S. Department of Homeland Security (DHS): Federal Emergency Management Agency (FEMA) Grants Program Directorate (GPD). North Dakota applicants must apply for the funding through the North Dakota Department of Emergency Services (NDDES): Division of Homeland Security.

The State Homeland Security Program (SHSP) assists states, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

Assistance Listings Title and Number
State Homeland Security Grant Program (97.067)

Federal Notice of Funding Opportunity Title and Number
Fiscal Year 2023 Homeland Security Grant Program (HSGP)

Application Information
Local government jurisdictions/departments must apply for FY 2023 SHSP through NDDES (the SAA). *Local government* means any unit of government within North Dakota, such as a:

- County
- City or Town
- Local public authority
- Special district (example: fire protection district)
- School district
- Any other agency or instrumentality of a local government
- Tribal government

By submitting an application to NDDES, the applicant agrees to comply with the requirements of the Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2023 Homeland Security Grant Program (HSGP) and the terms and conditions of the award, should the applicant receive an award.

Date Application Posted to NDDES website:

March 7, 2023

Application Submission Deadline

April 30, 2023, 5:00 p.m. CT

Applicants must submit application to NDDES (SAA) by Monday, April 30, 2023, no later than 5:00 p.m. CT. All applications **must** be received by the established deadline. **Applicants are solely responsible for completing their application prior to the established deadline.**

Unique Entity Identifier

Applicants applying for SHSP funding through NDDES (SAA) **must** have a Unique Entity Identifier (UEI) number. The applicant must provide a UEI with their application.

If you are going to apply for this funding opportunity and have not obtained a UEI, please obtain a UEI by April 13, 2023. If your organization does not yet have a UEI, visit SAM.gov to get a UEI and select "Get Started", then choose "Get Unique Entity ID."

Obtaining a UEI is free of charge, so if you encounter any organizations or websites soliciting a fee or charge to acquire a UEI it is likely a scam or fraudulent.

Note: If you do not have a UEI by the time the application is due on April 30th, then your application will not be considered for funding.

Content and Form of Application Submission

Applying for an award under this program is a multi-step process and requires time to complete. To ensure that an application is submitted on time applicants are advised to start the required steps well in advance of their submission. Failure of the applicant to comply with any of the required steps before the application deadline may disqualify their application from funding.

The steps to apply for an award are:

1. Apply for, updating, or verifying the UEI
2. Completing application package
3. Submitting the complete application package to NDDES by the deadline
    a. Application (within GMS system)
    b. Certification Regarding Lobbying form (uploaded to GMS system)
    c. Environmental and Historic (EHP) Review form (if required)

Authorized Organizational Representative (AOR)

The AOR should be the individual who is able to make legally binding commitments for the applicant organization.

Electronic Signature

Applications submitted through the NDDES Grants Management System constitute a submission as electronically signed applications. When submitting the application through GMS the applicant's AOR will type his/her name into the signature line of the application.

PRIORITIES AND ELIGIBLE PROJECTS

Applicant's projects must support one of the following national priorities to be considered for funding:

1) Enhancing the protection of soft targets/crowded places
    - Physical security enhancements
        - Closed-circuit television security cameras
        - Security screening equipment for people and baggage
        - Lighting

        - Access controls
        - Fencing, gates, barriers, etc.

2) Enhancing community preparedness and resilience
    - Establish, train, and maintain Community Emergency Response Teams (CERT) and Teen CERT, with a focus on historically underserved communities, including procurement of appropriate tools, equipment, and training aids
        - Local delivery of CERT train-the-trainer and CERT Program Manager to build local program training and maintenance capacity
    - Provide continuity training, such as FEMA's Organizations Preparing for Emergency Needs training, to faith-based organizations, local businesses, and community-based organizations such as homeless shelters, food pantries, nonprofit medical providers, and senior care facilities to bolster their resilience to all hazards
    - Partner with local school districts to deliver the Student Tools for Emergency Planning curriculum or other educational programming to guide students on how to create emergency kits and family communications plans
    - Partner with key stakeholders to assist with completing the Emergency Financial First Aid Kit or a similar tool to bolster the disaster centric financial resilience of individuals and households
    - Execute *You are the Help Until the Help Arrives* workshops in concert with community-based organizations to bolster individual preparedness
    - Target youth preparedness using FEMA programs such as Prepare with Pedro resources and Ready2Help
    - Promote community planning, coordination, and integration of children's needs during emergencies through workshops like FEMA's Integrating the Needs of Children
    - Community Mapping: identify community resources and characteristics to identify gaps in resources, identify hazards and vulnerabilities, and inform action to promote resilience
3) Enhancing election security
    - Physical security planning support
    - Physical/site security measures – e.g., locks, shatter proof glass, alarms, etc.
    - General election security navigator support
    - Cyber navigator support
    - Cybersecurity risk assessments, training, and planning
    - Projects that address vulnerabilities identified in cybersecurity risk assessments
    - Iterative backups, encrypted backups, network segmentation, software to monitor/scan, and endpoint protection
    - Distributed Denial of Service protection
    - Migrating online serves to the ".gov" internet domain.
4) Combating domestic violent extremism
    - Open-source analysis of disinformation and misinformation campaigns, targeted violence and threats to life, including tips/leads, and online/social-medica based threats
    - Sharing and leveraging intelligence and information, including open-source analysis
    - Execution and management of threat assessment programs to identify, evaluate,

and analyze indicators and behaviors indicative of domestic violent extremists
- Training and awareness programs (e.g., through social media, suspicious activity report indicators and behaviors) to help prevent radicalization.
- Training and awareness programs (e.g., through social media, suspicious activity reporting indicators and behaviors) to educate the public on misinformation and disinformation campaigns and resources to help them identify and report potential instances of domestic violent extremism.

Other Eligible Projects

The following Enduring Needs projects will also be considered provided they support one the national priorities listed above:

1) Planning
   - Development of Security Risk Management Plans
   - Threat Mitigation Plans
   - Continuity of Operations Plans
   - Response Plans
2) Training and Awareness
   - Active shooter training
   - Security training for employees
   - Public awareness/preparedness campaigns
   - Targeted outreach and preparedness training for underserved communities in conjunction with community-based organizations
3) Exercises
   - Response exercises, including exercise planning with community-based organizations

Funding Restrictions

The following types of projects will **not** be considered:

- Emergency Communications Equipment
- Unmanned Aircraft Systems (UAS)
- Riot Suppression Gear
- Weapons/weapons accessories/ammunition
- Body Cameras/In-car Video Systems
- Covered (People's Republic of China) Telecommunications Equipment or Services (2 CFR § 200.216)

SHSP Program Specific Application Instructions

As part of the FY 2023 SHSP application, each applicant must address the following in their application:

How to Apply to NDDES via NDDES Grants Management System

Applications must be submitted to NDDES via the NDDES Grants Management System. Below are the steps to apply.

Step 1: Request Access to the Website by going to http://grants.des.nd.gov

- Underneath the login area, click the link titled "Register for Access"
- Fill out the access request form and click "Register" at the bottom of the form. This will send the request to our system administrators for approval.
  - **New Users**: In the "Request Type:" field, select "New User Requesting Access"
  - **Existing Users:** In the "Request Type:" field select, "Existing User Requesting Additional Access"
- When granted access to the website, the user will be notified by email Monday through Friday 8:00 a.m. to 5:00 p.m. Requests made after hours or on the weekends will not be addressed until the next business day.
  - **New Users** will be given a temporary password to access the site. Once logged in, the website will prompt the user to enter the temporary password to create a permanent password for future site access.
  - **Existing Users** will be able to use their existing password.

Note: If you do not receive an email, check you Junk Email box before calling NDDES.

Step 2: Starting the Application

- Once a user is active and access to grants.des.nd.gov has been granted, the user will only have access to the jurisdiction or organization they represent. All applicants are separated to ensure privacy and prevent fraud.
- To apply for an SHSP grant, the first step is to complete the application. After logging into the website, the user's jurisdiction or organization name will be located along the right-hand side of the screen under "Applicant You Represent"
- Under the applicant's name will be a link that says, "Apply for Grant". Click the "Apply for Grant" link and a new window will open that allows the choice of which specific Grant and Project Type can be applied for.
  - For the Grant, choose "FY 2023 State Homeland Security Program (SHSP)"
  - For the Project Type, the only option to choose is GEN-General SHSP
  - Once these are selected, click the "Create" button and a new application will be opened

Note: Be sure to **Save** the application by clicking the Save button on the top left of the page as you complete each section of the application to prevent losing the information you input. If you go out of the application and come back to complete it later the draft can be accessed from your home page in your **Inbox** which can be found on the right-hand side.

Step 3: Completing the Application:

Once in the application, click on the left tab entitled "Form". The word "Form" will be in red with a red star next to it. The red color and star indicate that the form has not been completed and needs additional information before it can be submitted. The application cannot be submitted until all required information has been entered into the form.

Introduction Page

- Title: Use the following naming convention *Entity-National Priority-Project* (ex. Brown County-Enhancing Protection-Security Cameras)
- Primary Contact: This must be a legal representative of the jurisdiction that is applying

since the jurisdiction will be legally responsible for the project. (**Note:** *To choose a name click on the down arrow. If the person isn't listed click on "create a new contact".*)

- Alternate Contact: Representative of the jurisdiction other than primary contact.
- Authorized Contact: Representative of the jurisdiction other than primary contact that has the authority to act in the Primary Contacts absence.
- Work Activity: Areas that coincide with your work activity and costs. Choose Planning, Training, Exercise, and/or Equipment. *Hold the **Ctrl** key to select multiple areas.*
- Mark the appropriate statement (Yes or No) at the bottom of the page.

Costs Page:

This represents your budget request for the SHSP grant. The costs for a project should be broken down into direct cost categories. For each cost, click the "Add Line" button and enter the specific information for that cost item. ***Note: Federal funds cannot be used to supplant local funds.***

- Cost Line Items
  - Area: Choose Planning, Training, Exercise, or Equipment
  - Type: Choose Contractor, Equipment, Materials and Supplies, Travel, Other
  - AEL Code: Enter the AEL Code. If you are unsure of the Code, you can click on the blue "List" link, and it will show you the available codes.
  - Description: When you enter the AEL Code the Description will auto-populate. DO NOT CHANGE THE AUTO-POPULATED DESCRIPTION. Add additional information after the auto-populated portion.
  - Quantity: Enter the Quantity of the item.
  - Price: Enter the Unit Price of the item.
  - Total: The Total column will auto-calculate.
- Funding Sources: Simply click on the "By Percent" button and enter 100 into the Estimated Federal Share.

Federal definition of supplanting: Supplanting occurs when a unit of local government reduces funds for an activity in its local budget, specifically because federal funds are available (or expected to be available) to fund that same activity. Federal funds must never supplant funds for activities that were previously covered by local funds.
Example: Organization X was awarded federal funding to purchase four cameras. Organization X adjusted its local budget (originally allocated to pay for cameras) and shifted local funding, which it budgeted to purchase the four cameras, to other purposes. This would be considered supplanting and is not allowed.

Agreements Page

- Check the small box stating the documentation is being electronically signed
- Enter name and date of Agency Authorized Representative (this should be the Primary Contact)

Work Activity Pages:

- Start Date: Enter the date the project is estimated to start. Note projects should not have a start date prior to October 1, 2023.
- End Date: Enter the date the project is estimated to be complete. Note projects should be

complete by March 31, 2025.

- Objective: Explain **what** the project is and the goal your project is intended to accomplish. Use the S.M.A.R.T philosophy when developing your objective/goal. **Be specific and detailed**.
  - **S**pecific
  - **M**easurable
  - **A**chievable
  - **R**elevant
  - **T**ime-bound

  *Example: To improve community preparedness, we will conduct five (**Measurable**) Teen CERT training courses (**Specific**) by the March 31, 2025 (**Time-bound**) to increase the ability of 25% (**Achievable**) of the students in our high schools to aid their fellow students (**Relevant**) until first responders arrive following any hazard or threat.*
- Justification: Provide justification demonstrating why your need this project. Include the following: (***Note:** Create a separate objective for each proposed project by clicking on the "Add an Objective" button.) The Justification section has a maximum of 1000 characters. If your justification narrative exceeds 1000 characters attach a separate word document to your application.*
  - **How** does the project help you prevent, prepare for, protect, or respond to threatened or actual act of terrorism and other hazards and threats.
  - **How** does the project address the National Priority Area. (*See pages 4-6*).
  - **How** does the project close gaps identified in the county Threat and Hazard Identification and Risk Assessment (THIRA). *Contact your county emergency manager for assistance to determine if a gap is identified.*
  - **How** will you measure and evaluate success, improvement, outcomes, impacts (quantitatively and/or qualitatively).
  - **How** was the budget was determined.

  ***Note:** The Justification section has a maximum of 1000 characters. If your justification narrative exceeds 1000 characters upload a separate word document under "Upload Documents" on the Application page.*
- Action Steps: Explain the steps required for successful completion of the project. (A project schedule with clearly defined milestones.) ***Note:** To add additional Action Steps, click on the "Add Action Step" button.*
  - *Example:*
    - *Q1 obtain quotes and procure equipment hardware from vendor*
    - *Q2 arrange installation and technical resources*
    - *Q3 installation begins*
    - *Q4 installation continues*
    - *Q5 Finalize install and complete testing*
    - *Q6 Finalize project, collect metrics, and submit final reimbursement request*
- EHP Review
  - Indicate **Yes** if your project involves Training, Exercise, or the following Equipment:
    - Equipment with an AEL Code that starts with 04MD-01
    - Equipment with an AEL Code that starts with 06CP-01 or 06CP-03
    - 10GE-00-GENR – Generators

        - 13LE-00-SURV – Law Enforcement Surveillance Equipment
        - Equipment with an AEL Code that starts with 14SW-01 or 14SW-02
        - 19GN-00-RFMN – Temperature and Humidity Monitors/Recorders
        - Any other equipment that requires installation in or on a structure
    - Indicate **No**, if your project does not meet the criteria above.

Finishing the Application
Once you have completed the application be sure to hit the **"Save"** button at the top of the page. From there, the user will need to upload their backup documentation, including any additional forms required in the Notice of Funding Opportunity.

- Uploading documents:
    - Click on the Summary tab above the Form tab in the application.
    - Click the "Add Document" button at the bottom of the page. This will bring up a window to add files.
    - Select the "Choose Files" button, locate, and select the files needing to be uploaded and click Open.
    - Once they are added to the list, assign a document type from the drop-down list.
    - Click the Upload button

After everything is uploaded and completed, hit the "**Advance**" button. This will notify NDDES that the application is ready for review. NDDES will review the application for eligibility and completeness. If the application is missing documentation or needs revisions, the application will be returned to the applicant with a Request for Information (RFI) that outlines what revisions are required. Once the RFI has been completed, the applicant will need to re-submit the application to the State again for further review.

Review and Selection Process

State Review

Application packages are submitted by the applicant to NDDES (the SAA) based on the established criteria described in the NOFO.

NDDES will review applications and recommend to DHS/FEMA which applications should be selected for funding. NDDES's review will include verification that each project:

- has a demonstrated nexus to preventing, preparing for, protecting against, and respond to acts of terrorism;
- aligns with at least one National Priority Area;
- demonstrates how investments support closing capability gaps or sustaining capabilities identified in the THIRA process; and
- is relevant to the program, achievable, and the cost is reasonable

NDDES will also consider the following risk-based considerations of the applicant:
1) financial stability;

2) quality of management systems and ability to meet management standards;
3) history of performance in managing federal awards;
4) reports and findings from audits; and
5) ability to effectively implement statutory, regulatory, or other requirements.

Successful applicants will be notified via the Grants Management System (GMS) no later than November 15, 2023.

Review Criteria
State's review will include verification that the project:

- Risk-based considerations of the applicant
- Alignment to one of the National Priority Areas (NPA), nexus to Terrorism (40%)
- Defined, documentable, and measurable outcomes (15%)
- How project supports closing gaps identified in the County THIRA (30%)
- Is feasible and effective, budget is reasonable (15%)

Award Administration Information

Notice of Grant Award

Notification of award approval is made through the NDDES Grants Management System (GMS) to the sub-recipient's authorized official listed in the initial application. The sub-recipient should follow the directions in the notification to confirm acceptance of the award.

Sub-recipients must accept their awards no later than 10 days from the award date. The sub-recipient shall notify NDDES of its intent to accept and proceed with work under the award by signing the Notice of Grant Award and uploading it to the Project page in the GMS.

Funds will remain on hold until the sub-recipient accepts the award and all other conditions of award have been satisfied, or the award is otherwise rescinded. Failure to accept the grant award within the 10-day timeframe may result in a loss of funds. Sub-recipients who wish to decline the award must provide a written notice of intent to decline through the GMS.

Sub-award of sub-recipients whose project(s) require an Environmental Historic Preservation (EHP) review and who's EHP is not approved by DHS/FEMA within 30 days of the State receiving the federal award, will include the condition that the project cannot be started, or any funds expended until the EHP is approved. Projects started prior to EHP approval will result in the award being rescinded. NDDES will notify the sub-recipient when the EHP has been approved.

All successful applicants will be required to complete and submit the 2023 National Cybersecurity Review (NCSR). The 2023 NCSR is estimated to be open from October 2023 – February 2023.

See the Preparedness Grants Manual for information on federal administrative and national policy requirements, including the DHS Standard Terms and Conditions.

Before accepting the award, the AOR should carefully read the award package for instructions on administering the grant award and the terms and conditions associated with responsibilities under Federal Awards. Sub-recipients must accept all conditions in the NOFO as well as any Special Terms and Conditions in the Notice of Award to receive an award under this program.

Reporting

Sub-recipients are required to submit various financial and programmatic reports as a condition of their award acceptance. Future awards and funds reimbursement may be withheld if these reports are delinquent. **Reporting will be done electronically through the NDDES Grants Management System (GMS) located at https://grants.des.nd.gov/.**

In addition, sub-recipients may have additional reporting requirements to the federal awarding agency. See the Preparedness Grants Manual for information on federal reporting requirements, including financial, programmatic, and closeout reporting and disclosing information per 2 C.F.R. § 180.335.

Financial Reporting Requirements

Sub-recipients must submit at least one reimbursement request through the NDDES Grants Management System (GMS) upon completion of the project; however, quarterly reimbursement requests as the project progresses are preferred. See the Reimbursement Processing Checklist for a list of documentation that must be included with the reimbursement request.

NDDES uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to sub-recipients. To enroll in the DD/EFT, the sub-recipient must complete and submit to NDDES a Substitute IRS Form W-9 (SFN 53656) http://www.nd.gov/eforms/Doc/sfn53656.pdf and a voided check.

Program Performance Reporting Requirements

Sub-recipients are responsible for providing updated performance reports on a quarterly basis through the NDDES Grants Management System (GMS).

Program Performance Reporting Periods Due Dates

The following reporting periods and due dates apply for the performance progress reports:

Reporting Period	Report Due Date
October 1 – December 31	January 15
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15

Closeout Reporting Requirements

Within 15 days after the end of the Period of Performance, sub-recipients must submit a final reimbursement request and final project status report detailing all accomplishments and a qualitative summary of the impact of those accomplishments throughout the Period of Performance, as well as other documents required by program guidance or terms and conditions of the award, to include the tangible personal property report (inventory of all equipment and software acquired using funds from the award).
The sub-recipient must liquidate all obligations incurred under the HSGP award by the end of the period of performance. Unliquidated obligations at the end of the period of performance will result in the costs being disallowed.

After these reports have been reviewed and approved by NDDES, a close-out notice will be completed to close out the grant. The notice will indicate the Period of Performance is closed, list any remaining funds that will be de-obligated, address the requirement of maintaining the grant records for three years from the date of the final Federal Financial Report submitted by NDDES to DHS/FEMA, and disposition and reporting requirements for any equipment purchased using HSGP funding.

Federal rules require that all equipment purchased with federal funds must be inventoried and tagged. S ub-recipients are to record equipment purchased with a value of $5,000 or more on the Inventory List form and submit it to NDDES. NDDES will then issue the sub-recipient inventory tags based on the submitted form. All inventory tags must be placed on identified equipment within 30 days of receiving the tags.

Environmental Planning and Historic Preservation (EHP) Compliance

As a Federal agency, DHS/FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws, and Executive Orders as applicable. Sub-recipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description (EHP Screening Form) along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public to complete the review process.

The EHP review process must be completed before funds are released to carry out the proposed project, otherwise, NDDES will not be able to fund the project due to non- compliance with EHP laws, executive orders, regulations, and policies.

Additionally, all sub-recipients are required to comply with GPD EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1 at https://www.fema.gov/media-library/assets/documents/85376 and GPD EHP Compliance and Reference Documentation at:

https://www.fema.gov/environmental-planning-and-historic-preservation-compliance.

Costs incurred to comply with the EHP requirements are the responsibility of the sub- recipient. This includes costs associated with the preparation, collection, or assembly of the necessary documentation, the submission of the EHP clearance form, and the consultation fees for the development of an Environmental Assessment (EA) or an Environmental Impact Statement (EIS).

NDDES Awarding Agency Contact Information

NDDES staff will provide programmatic support and technical assistance. A list of contacts is provided below:

- Programmatic or Administrative Questions (grant guidance, reimbursement requests, change requests, etc.)
  - Dave Rice drice@nd.gov
  - Debbie LaCombe dlacombe@nd.gov
  - Karen Hilfer khilfer@nd.gov
    - EHP Review Process (EHP guidance, screening form, etc.)

64-GT-SCS Total Containment Vessel Specifications

Summary Specifications:

Explosive Rating:	15 pounds (6.8-kg) C-4 repeated use
Gas-Tight Rating:	15 pounds (6.8 kg) C-4
Door Access:	34 inches (86.4 cm)
Door Location:	90 degrees from the trailer floor to facilitate robotic loading by EOD teams. Side loading door port eliminates dangerous top-loading procedure.
Door Operation:	Automatic, hydraulic yoke system; emergency back-up system provided to operate door yoke in the event of generator failure.
Internal Placement:	Telescopic internal basket assembly to facilitate remote loading

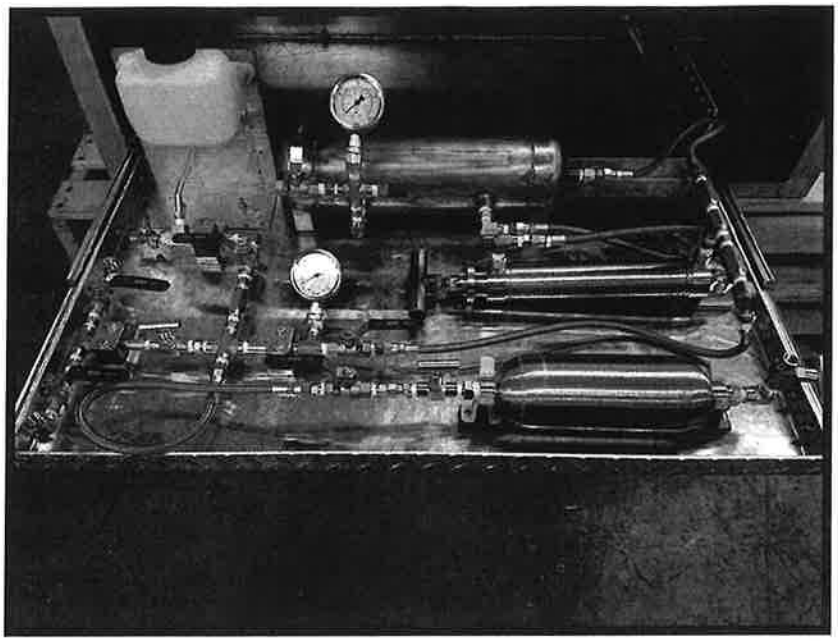
Trailer Length:	16 feet (4.9 m)
Overall Width:	<102 inches (259 cm)
Standard GVWR:	16,000 pounds (7,257 kg)
Dual Axles:	8,000 pounds (3,629 kg)
Deck Height:	26 inches maximum (66 cm)
Tongue Weight:	10-15%
Standard Brakes:	Electric
Frame Construction:	Aluminum
Hitch Type:	Pintel
Other:	On-board generator; standard lighting to US DOT standards; heavy duty safety chains provided
Recommended Tow Vehicle:	M2 Freightliner, 4400 International, or equivalent

Options/Upgrades*:

- **Logic Control:** Programmable Logic Control upgrade will allow robotic platforms to operate door opening/closing processes without the need for a technician to approach the TCV
- **Fender Mounted Toolboxes:** Foot locker style, 1/8 aluminum diamond plate
- **Lighting:** Extendable flood lights, 120 volt; LED warning lights; LED DOT lighting upgrade
- **Robot Locker:** 1/8 aluminum, waterproof, loading ramp included
- **Storage Locker:** 1/8 aluminum, waterproof, roll-up door
- **Generator Upgrade:** 7000 kw fully enclosed portable gasoline generator. Quiet run generator rated at 70 (db) at 10 feet versus 78.5 (db) at 23 feet for standard generator
- **All Weather Tarp:** All-weather tarp for vessel or all-weather tarp for vessel & trailer
- **Secondary Enclosure:** Aluminum door cover and tarp panel enclosures provide protection from the elements and conceal the vessel from the public
- **Mobility**: ATV and truck-mount upgrades are available

* Some option configurations will require an extended length trailer. Contact a NABCO representative to ensure all options are available on the model trailer you choose.

Gas-Tight Total Containment Vessels Sampling Capability



Patented Sampling Capability:

- **Ability to pull both liquid and vapor samples pre and post blast, with or without pressure**

Provides operator capability to collect a sample even if there is no significant pressure or a detonation in the vessel

- **Ability to safely retrieve sample into a zero psi sample bottle**

Under all scenarios, the sample can be safely retrieved into a zero psi sample bottle with minimal risk of exposure to the operator, and no risk of over-pressurization for the laboratory evaluation of the sample.

- **Ability to collect accurate and representative sample regardless of weight of the hazardous material inside the vessel**

Depending on what agent is inside the TCV, it may weigh more or less than air, which will segregate to the top or bottom of the vessel. The vessel is equipped with both a top and bottom port so that a representative sample can be achived. The system is capable of circulating internal atmosphere to insure an accurate and representative sample is drawn regardless of the suspected agent's weight.

- **Ability to decontaminate sampling system piping and valves when procedure is complete by introducing a reagent**

Gas-Tight Total Containment Vessels
Containment & Testing

NABCO's Gas-Tight Total Containment Vessels will remain gas-tight up to their full repeatable containment capacity and remain sealed indefinitely following a detonation. Third party test reports to validate sealed design capacity is available.

Gas-Tight Containment Ratings:

- **Model 42-GT-SCS: 10 pounds (4.5 kg) Military C-4 repeated use**

- **Model 64-GT-SCS: 15 pounds (6.8 kg) Military C-4 repeated use**

Gas-Tight Testing Protocol:

- **Independently tested using a thermal and pressure resistant tracer gas**

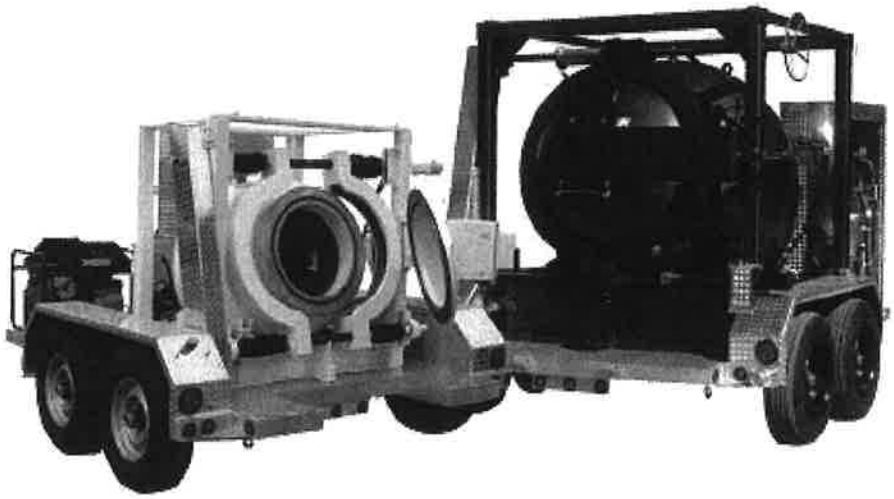
Testing performed using helium with parts per million detection equipment and a secondary enclosure to increase detection fidelity

- **Testing included measurement of tracer gas before and after detonation**

- **Tested for extended periods of time following a detonation to verify system can remain sealed indefinitely**

A single NABCO TCV unit has been independently tested 12 times to qualitatively establish the gas-tight performance and ability to remain sealed; this testing also included verification of structural performance.

NABCO Total Containment Vessels



NABCO TOTAL CONTAINMENT VESSELS

30 Years of Service to Department of Defense, Civil, Federal, State and Local Agencies

For 30 years, NABCO has been a leading provider of explosive and CBRN containment solutions for public safety, security and defense organizations in the U.S. and worldwide. NABCO is proud to be a U.S. manufacturer with a long history providing superior quality products and service to all branches of the US Armed Forces; police departments and military services in more than 25 countries around the world; and over 125 federal, state, and local law enforcement agencies in the United States.

NABCO Total Containment Vessels are the gold standard for containment solutions and are unparalleled in their material quality, testing, integrity, and performance. In fact, over 98% of state and local bomb squads that own Total Containment Vessels in the United States own NABCO brand TCV's. We offer superior safety for EOD technicians, first responders, and the general public. With exhaustive testing of our CBRNe mitigating and blast/fragmentation containment capabilities, the NABCO line of Total Containment Vessels offers unrivaled products in the field of explosive containment.

NABCO's commitment to excellence can be found in our extensive design capabilities and the continuous R&D that goes into our products. NABCO forms long-term partnerships with customers to help improve safety and readiness against evolving threats, designing products and features dictated by the front-line EOD technicians on the ground and in the field. Many organizations have partnered with NABCO for decades for ongoing design, training, assessments and upgrades. Our solutions have also been integrated into training and certification programs across the U.S. both at the federal and state & local level.

Specification	42-SCS	42-GT-SCS	64-SCS	64-GT-SCS
Repeatable Blast Containment Capacity	10 pounds C-4	10 pounds C-4	15 pounds C-4	15 pounds C-4
Gas-Tight Blast Containment Capacity	Future upgrade to gas-tight system is available	10 pounds C-4	Future upgrade to gas-tight system is available	15 pounds C-4
Gas-Tight Testing Protocol	N/A	✔ See page 6 for details	N/A	✔ See page 6 for details
Demonstrated Safety Factor Documented testing with a wide variety of devices and charge weights to validate margin of safety associated with TCV ratings	✔ See page 2 for details	✔ See page 2 for details	✔ See page 4 for details	✔ See page 4 for details
Closed-Loop Chem/Bio Sampling System Pull both liquid and vapor samples pre and post blast, with or without pressure	N/A	✔ See page 7 for details	N/A	✔ See page 7 for details
Fail-Safe Operating System	✔	✔	✔	✔
Manual Backup System	✔	✔	✔	✔
Door Access	22.5 inches (57 cm)	22.5 inches (57 cm)	34 inches (86.4 cm)	34 inches (86.4 cm)
Internal Placement	Telescopic internal basket assembly to facilitate remote loading	Telescopic internal basket assembly to facilitate remote loading	Telescopic internal basket assembly to facilitate remote loading	Telescopic internal basket assembly to facilitate remote loading
Trailer Length	16 feet (4.9 m)	16 feet (4.9 m)	16 feet (4.9 m)	16 feet (4.9 m)
Overall Width	<102 inches (259 cm)	<102 inches (259 cm)	<102 inches (259 cm)	<102 inches (259 cm)
Standard GVWR	10,000 pounds (4,600 kg)	10,000 pounds (4,600 kg)	16,000 pounds (7,257 kg)	16,000 pounds (7,257 kg)
Recommended Tow Vehicle	F-550 or equivalent	F-550 or equivalent	M2 Freightliner, 4400 International, or equivalent	M2 Freightliner, 4400 International, or equivalent
Dual Axles	✔ 5,000 pounds (2,300 kg)	✔ 5,000 pounds (2,300 kg)	✔ 8,000 pounds (3,629 kg)	✔ 8,000 pounds (3,629 kg)
Deck Height	26 inches maximum (66 cm)	26 inches maximum (66 cm)	26 inches maximum (66 cm)	26 inches maximum (66 cm)
Tongue Weight	10-15%	10-15%	10-15%	10-15%
Brakes	Electric	Electric	Electric	Electric
Frame Construction	Aluminum	Aluminum	Aluminum	Aluminum
Additional Misc. Trailer Features	On-board gasoline generator; standard lighting to US DOT standards; heavy duty safety chains provided			

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-22-C2 Type: Change Order #1 & Completion Date Modification

Location: Lift Stations #55 & #56 Date of Hearing: 3/13/2023

Routing	Date
City Commission	3/20/2023
PWPEC File	X
Project File	Rob Hasey

7

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, related to Change Order #1, in the amount of $-5,835.00, which is due to the removal of a check valve from the project. Additionally, an Interim Completion Date #1 of April 1, 2023 has been added.

Staff is recommending approval of Change Order #1 in the amount of $-5,835.00, which brings the total contract amount to $7,366,314.46 and the addition of the Interim Completion Date #1.

On a motion by Bruce Grubb, seconded by Steve Dirksen, the Committee voted to recommend approval of Change Order #1 and the additional Interim Completion Date #1 of April 1, 2023 to Key Contracting.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of $-5,835.00, bringing the total contract amount to $7,366,314.46, and the addition of the Interim Completion Date #1 of April 1, 2023 to Key Contracting.

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

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
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	☑	☑	☐	
Michael Redlinger, City Administrator	☑	☑	☐	Bruce Grubb
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	Tom Knakmuhs
Terri Gayhart, Finance Director	☐	☐	☐	

ATTEST:

Thomas Knakmuhs, P.E.
Assistant City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Rob Hasey, Project Manager

Cc: Nathan Boerboom, Division Engineer

Date: March 13, 2023

Re: Project No. FM-22-C2 – Change Order #1

Background:

Project No. FM-22-C2 (General Contract) is for the replacement of lift stations #55 & #56 on 42nd Street South at Cass County Drain 27.

Change Order #1 will modify several phasing and interim completion dates for FM-22-C2, please refer to Houston Engineering's memo for further detail.

A check valve upstream of lift station #56 was omitted from the project. The cost of the check valve was included in manhole ST-2.1. The cost of the check valve is $5,835 and this cost will be deducted from the contract.

Recommended Motion:

Approve Change Order #1 in the amount of -$5,835.00 for the modified phasing and interim completion dates and deduct $5,835 from the contract for eliminating the check valve in storm manhole ST-2.1.

Attachments

THE CITY OF Fargo FAR MORE

CHANGE ORDER REPORT
LIFT STATION REHAB/RECONSTRUCTION - GENERAL
PROJECT NO. FM-22-C2
42ND STREET SOUTH AND DRAIN #27 LIFT STATIONS 55 & 56

Change Order No 1 **Change Order Date** 2/22/2023
Contractor Key Contracting Inc

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

EXPLANATION OF CHANGE Change Order # 1

Modify phasing & interim completion dates as follows: Traffic Control Phase 1: · References to watermain were removed as the watermain was removed from the project prior to bidding. · References to specific storm structures were removed or revised as some storm structures were replaced with precast pipe bends prior to bidding which altered the structure ID nomenclature. · Installation of storm sewer from existing 72" pipe connection to ST-2 was added as an exception in this phase due to lead time issues for the precast pipe fittings as coordinated with the Contractor at the time of bid award. Due to this issue, the 72" pipe connection will instead be installed in early 2023. Traffic Control Phase 1a: · References to specific storm structures were removed or revised as some storm structures were replaced with precast pipe bends prior to bidding which altered the structure ID nomenclature. · The storm sewer east of ST-2 was added to this phase to maintain drainage from the Swanson facility pond due to early removal of the existing pond outlet. · The requirement of completion of grading and placement of subbase material for the access road was removed since the 72" pipe was unable to be installed due to lead time issues noted under Traffic Control Phase 1. · Due to the lead time issues noted in Traffic Control Phase 1, it was not possible to connect the new lift station #56 to the existing storm sewer collection system prior to March 1, 2023. This reduced the importance of pump function in the spring of 2023. This allowed the deadline to be relaxed to April 1, 2023. Traffic Control Phase 2b: · References to specific storm structures were removed or revised as some storm structures were replaced with precast pipe bends prior to bidding which altered the structure ID nomenclature. · The requirement to install the lift station driveway was removed based on Contractor request so that it would not interfere with other construction elements. · Lift station #56 was replaced with lift station #55 based on Contractor request. The Contractor believes it would be more beneficial to remove LS #55 during the road closure given the minimal space available at that location. Traffic Control Phase 2c: · References to specific storm structures were removed or revised as some storm structures were replaced with precast pipe bends prior to bidding which altered the structure ID nomenclature. · Lift station #55 was replaced with lift station #56 based on Contractor request. The Contractor believes it would be more beneficial to remove LS #55 during the road closure (Phase 2b) given the minimal space available at that location. Lift station #56 will instead be removed during Phase 2c. Deduct $5,835 for eliminating the check valve in manhole ST-2.1.

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 ($)	C/O Ext Price ($)
Change Order 1	15	F&I Flap Gate 27" Dia Aluminum	EA	0		0	1	1	-$5,835.00	-$5,835.00

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 ($)	C/O Ext Price ($)
								Change Order 1 Sub Total		-$5,835.00

Summary

Source Of Funding	Diversion Sales Tax
Net Amount Change Order # 1 ($)	-$5,835.00
Previous Change Orders ($)	$0.00
Original Contract Amount ($)	$7,372,149.46
Total Contract Amount ($)	$7,366,314.46

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

CONTRACT DATES

Current Substantial Completion Date
9/30/2023

Current Final Completion Date
11/4/2023

Additional Days Substantial Completion
0

Additional Days Final Completion
0

New Substantial Completion Date
9/30/2023

New Final Completion Date
11/4/2023

Interim Completion Dates

New Interim Completion Date #1
4/1/2023

Current Interim Completion Date #1

APPROVED

For Contractor Cheryl Beiswanger

Title Office Mgr 3-9-23

APPROVED DATE

Department Head

Mayor

Attest

HOUSTON engineering, inc.

Fargo Office | P | 701.237.5065
1401 21st Avenue North | Fargo, ND 58102

February 23rd, 2023

Robert Hasey
City of Fargo Engineering
225 4th Street North
Fargo, ND 58102

Subject: Change Order 1 Recommendations
FM-22-C2 & FM-22-C3 Drain 27 Lift Station #55 & #56 Flood Risk Management Project
Modify Traffic Control Phasing and Interim Completion Dates and Check Valve Omission

Mr. Hasey:

Below is a summary of the proposed changes associated with this change order request.

Modify Traffic Control Phasing and Interim Completion Dates

Several modifications to the Traffic Control Phasing and Interim Completion Dates are proposed. The proposed modifications have no impact on project cost, road/sidewalk/path closure times, or substantial and final completion dates. We recommend the Traffic Control Phasing and Interim Completion Dates portion of Paragraph 3 of Section 210 be fully replaced with the text in Attachment 1. Additional information on specific changes:

Traffic Control Phase 1:

- References to watermain were removed as the watermain was removed from the project prior to bidding.
- References to specific storm structures were removed or revised as some storm structures were replaced with precast pipe bends prior to bidding which altered the structure ID nomenclature.
- Installation of storm sewer from existing 72" pipe connection to ST-2 was added as an exception in this phase due to lead time issues for the precast pipe fittings as coordinated with the Contractor at the time of bid award. Due to this issue, the 72" pipe connection will instead be installed in early 2023.

Traffic Control Phase 1a:

- References to specific storm structures were removed or revised as some storm structures were replaced with precast pipe bends prior to bidding which altered the structure ID nomenclature.
- The storm sewer east of ST-2 was added to this phase to maintain drainage from the Swanson facility pond due to early removal of the existing pond outlet.
- The requirement of completion of grading and placement of subbase material for the access road was removed since the 72" pipe was unable to be installed due to lead time issues noted under Traffic Control Phase 1.
- Due to the lead time issues noted in Traffic Control Phase 1, it was not possible to connect the new lift station #56 to the existing storm sewer collection system prior to March 1, 2023. This reduced the importance of pump function in the spring of 2023. This allowed the deadline to be relaxed to April 1, 2023.

HOUSTON engineering, inc.

Traffic Control Phase 2b:

- References to specific storm structures were removed or revised as some storm structures were replaced with precast pipe bends prior to bidding which altered the structure ID nomenclature.
- The requirement to install the lift station driveway was removed based on Contractor request so that it would not interfere with other construction elements.
- Lift station #56 was replaced with lift station #55 based on Contractor request. The Contractor believes it would be more beneficial to remove LS #55 during the road closure given the minimal space available at that location.

Traffic Control Phase 2c:

- References to specific storm structures were removed or revised as some storm structures were replaced with precast pipe bends prior to bidding which altered the structure ID nomenclature.
- Lift station #55 was replaced with lift station #56 based on Contractor request. The Contractor believes it would be more beneficial to remove LS #55 during the road closure (Phase 2b) given the minimal space available at that location. Lift station #56 will instead be removed during Phase 2c.

Check Valve Omission

During construction, it was determined that the check valve at ST 2.1 would not be needed. The check valve was specified as incidental to the cost of the ST 2.1 manhole. Key Contracting has offered a credit of $5,835 for the omission of this item, which we recommend be accepted. See Attachment 2.

Sincerely,

Gabe Bladow

Gabe Bladow, PE
Project Manager
Direct: 701.499.2091
gbladow@houstoneng.com

Traffic Control Phasing and Interim Completion Dates - Revised:

Phase and schedule construction activities to meet the following requirements. The traffic control details have been developed based on the premise that the project will be constructed in two primary phases with subsequent subphases. Submit traffic control adjustments due to deviations from the listed assumptions for approval prior to implementing.

1) Traffic Control Phase 1: Complete all work not requiring closure of 42nd St S, the sidewalks/shared use paths in the east and west boulevards adjacent to 42nd St S, or the shared use path north of Cass County Drain 27 and west of 42nd St S during Phase 1. This includes all work except the installation of ~~ST-3, ST-12, and ST-13, installation of reinforced concrete pipe from ST-12 to ST-13~~, **storm sewer between the connection to the existing 72" pipe and ST-2, installation of all storm sewer pipe between the connection to the existing 66" pipe and Lift Station #55,** ~~installation of the Lift Station #55 outfall, removal of watermain, installation of watermain between Stations 52+00 and 52+80,~~ removal and installation of sanitary sewer (crossing chamber **(ST-11)**), removal of Lift Station #55 and #56 and installation of the lift station access paths and sidewalks. The total days and consecutive days allowed for Phase 1 are limited by the Interim, Substantial and Final Completion Dates. Penalties for various Completion Dates are as listed in the respective sections.

    a. Lift Station #56, the reinforced concrete pipe between ~~ST-1~~ **the outfall** and ST-2 (including ~~ST-1 and~~ ST-2), **storm sewer east of ST-2,** and the outfall from Lift Station #56 to Cass County Drain 27 shall be complete by ~~**March 1, 2023**~~ **April 1, 2023**. This shall consist of all work included in the contract for bid items "F&I Lift Station" and other bid items under the Lift Station #56 bid section. All pumps, gates, and electrical features shall be fully operational.~~, with the lift station start-up completed with City staff. This also includes grading and placement of subbase material on the access road~~.

    Failure to meet the Lift Station #56 interim completion date for items above will result in a penalty of $2,500 per day being applied.

    b. Construction of the outfall piping, including seeding and riprap placement shall be completed within 14 calendar days of commencing work.

    Failure to complete outfall construction work within the allowable time period will result in a penalty of $700 per day being applied.

    c. The "Contractor Laydown Area" shown in the plans is provided as a temporary construction easement by the property owner. The "Contractor Laydown Area" must be restored to its original condition by **July 31, 2023**, when the temporary construction easement expires. This includes removal of all equipment and materials, and reestablishment of grass in disturbed areas. After this date, all work must be confined to the permanent easement area.

    Failure to meet this interim completion date for the Contractor Laydown Area will result in a penalty of $2,500 per day being applied.

2) Traffic Control Phase 2: Complete all work requiring closure of 42nd St S, the sidewalk in the east boulevard and the shared use path in the west boulevard adjacent to 42nd St S, and the shared use path north of Cass County Drain 27 and west of 42nd St S. This work is divided into 3 subphases:

   a. Install 84" reinforced concrete pipe from Lift Station #55 to the outfall and replace shared use path north of Drain 27 during Subphase 2A. To complete this work, fully close the shared use path north of Drain 27 for 21 consecutive days. If a portion of this work is completed in 2022, utilize temporary surfacing to reopen all sidewalks during winter suspension. Allowed temporary surfacing includes concrete or asphalt surfaces and a minimum thickness of 4". Closure beyond the 21 consecutive days will result in an interim completion penalty of $1,200 per calendar day. This subphase may not be constructed concurrent with subphase 2B.

      i. Construction of the outfall piping, including seeding and riprap placement shall be completed within 14 calendar days of commencing work.

         Failure to complete outfall construction work within the allowable time period will result in a penalty of $700 per day being applied.

   b. Install ~~84" reinforced concrete pipe from Stations 90+55 to 91+94~~, ~~install ST-12 and ST-13~~, **storm sewer between Lift Station #55 and the connection to the existing 66" pipe on the east side of 42nd St S**, install shared use path west of 42nd St, install sidewalk east of 42nd St, ~~install Lift Station #55 driveway~~, and remove existing ~~Lift Station #56~~ **Lift Station #55** during Subphase 2B. Temporary bypass pumping, as required for installing ~~ST-12~~ **ST-11**, should be installed and removed during Subphase 2B. To complete this work, fully close the shared use path west of 42nd St S, the sidewalk east of 42nd St, and 42nd St S for no more than 60 consecutive days. Closure beyond the 60 consecutive days will result in an interim completion penalty of $2,500 per calendar day.

      Construction of this subphase cannot commence until **June 1, 2023** and must be complete prior to **August 15, 2023**. This subphase may not be constructed concurrent with subphase 2A.

   c. Install ~~ST-3, install 66" reinforced concrete pipe between stations 52+00 and 52+80~~ **storm sewer between the connection to the existing 72" pipe and ST-2**, install sidewalk east of 42nd St, ~~install Lift Station #56 driveway,~~ and remove existing ~~lift station #55~~ **Lift Station #56** during Subphase 2C. To complete this work, fully close the sidewalk east of 42nd St S for total of 30 days, in addition to the allowable days listed in Phase 2B, throughout the duration of the project. Closure beyond the 30 days will result in an interim completion penalty of $1,200 per calendar day. If a portion of this work is completed in 2022, utilize temporary surfacing to reopen all sidewalks during winter suspension. Allowed temporary surfacing includes concrete or asphalt surfaces and a minimum thickness of 4". This subphase may not be constructed concurrent with subphase 2B.

Gabe Bladow

From: Steve Carr <sjcarr@keycontracting.com>
Sent: Friday, February 17, 2023 8:47 AM
To: Gabe Bladow; Denny Rick; Thomas Martin
Cc: Clarence Zimmel
Subject: RE: FM-22-C2 Revised Schedule
Attachments: doc02271620230217083834.pdf

[External Email]

April 1 will work. I see no future issues.
One minor detail in the interim completion dates – I believe the demo schedule on LS 55 and LS 56 needs to be swapped.
Thanks

Steve Carr
Key Contracting
Cell 701-371-1284

From: Gabe Bladow
Sent: Thursday, February 16, 2023 10:27 AM
To: Denny Rick <denny@rickelectric.com>; 'Steve Carr' <sjcarr@keycontracting.com>; 'Thomas Martin' <tmartin@keycontracting.com>
Cc: Clarence Zimmel <czimmel@houstoneng.com>
Subject: RE: FM-22-C2 Revised Schedule

Denny,

I've been holding off on a change order for a couple of minor items in Key's contract (duckbill removal, drain cleaning, etc...). I'll try to get that prepped next week and can include a relaxation of the contract times for LS #56 startup. Would it be reasonable to push that back to April 1?

Is there anything else that the group here can think of that should be included in a change order? Any other foreseen future issues?

Thanks,

Gabe

Gabe Bladow, PE
Civil Engineer | Principal
O 701.237.5065 | D 701.499.2091
HOUSTON engineering, inc.

This message shall not be construed as official project information or direction except as expressly provided in the contract documents. This entire message (including all forwards and replies) and any attachments are for the sole use of the intended recipient(s) and may contain proprietary, confidential, trade secret, work-product,

Gabe Bladow

From: Denny Rick <denny@rickelectric.com>
Sent: Thursday, February 16, 2023 10:42 AM
To: Gabe Bladow; 'Steve Carr'; 'Thomas Martin'
Cc: Clarence Zimmel
Subject: RE: FM-22-C2 Revised Schedule

[External Email]

We are OK with April 1st.

Denny Rick
Vice President
Rick Electric, Inc.
218-233-6194 Office
701-219-0447 Mobile
denny@rickelectric.com

From: Gabe Bladow
Sent: Thursday, February 16, 2023 10:27 AM
To: Denny Rick <denny@rickelectric.com>; 'Steve Carr' <sjcarr@keycontracting.com>; 'Thomas Martin' <tmartin@keycontracting.com>
Cc: Clarence Zimmel <czimmel@houstoneng.com>
Subject: RE: FM-22-C2 Revised Schedule

Denny,

I've been holding off on a change order for a couple of minor items in Key's contract (duckbill removal, drain cleaning, etc...). I'll try to get that prepped next week and can include a relaxation of the contract times for LS #56 startup. Would it be reasonable to push that back to April 1?

Is there anything else that the group here can think of that should be included in a change order? Any other foreseen future issues?

Thanks,

Gabe

Gabe Bladow, PE
Civil Engineer | Principal
O 701.237.5065 | D 701.499.2091
HOUSTON engineering, inc.

This message shall not be construed as official project information or direction except as expressly provided in the contract documents. This entire message (including all forwards and replies) and any attachments are for the sole use of the intended recipient(s) and may contain proprietary, confidential, trade secret, work-product,

Attachment 2

Gabe Bladow

From: Thomas Martin <tmartin@keycontracting.com>
Sent: Wednesday, October 19, 2022 10:09 AM
To: Gabe Bladow
Cc: Clarence Zimmel; Robert J Hasey; Jody Bertrand; sjcarr@keycontracting.com
Subject: RE: FM-22-C2

Follow Up Flag: Follow up
Flag Status: Flagged

[External Email]

Yes, we were able to cancel the duckbill. The credit is $5,835. Thanks. Tom

Thomas P. Martin
Key Contracting, Inc.
245 7th Avenue NE
West Fargo, ND 58078
Phone (701) 238-8192
Mobile (701) 371-2283

From: Gabe Bladow <gbladow@houstoneng.com>
Sent: Wednesday, October 19, 2022 7:38 AM
To: Thomas Martin <tmartin@keycontracting.com>
Cc: Clarence Zimmel <czimmel@houstoneng.com>; Robert J Hasey <RHasey@fargond.gov>; Jody Bertrand <JBertrand@fargond.gov>
Subject: RE: FM-22-C2

Thanks for the refresher, Tom.

For record keeping, attached is a formal response to RFI 9. Is it safe to assume the deduct is still on the table? If so, could you let us know what the value would be for complete removal of this item?

Gabe

Gabe Bladow, PE
Civil Engineer | Principal
Houston Engineering, Inc.
O 701.237.5065 | D 701.499.2091

From: Thomas Martin <tmartin@keycontracting.com>
Sent: Tuesday, October 18, 2022 4:15 PM
To: Gabe Bladow <gbladow@houstoneng.com>
Cc: Clarence Zimmel <czimmel@houstoneng.com>; Robert J Hasey <RHasey@fargond.gov>; Jody Bertrand <JBertrand@fargond.gov>
Subject: RE: FM-22-C2

[External Email]

Bid Proposal for Copy of FM-22-C1 Lift Station Rehab — Attachment 2

KEY CONTRACTING INC
Job Location: Fargo, ND
Engineer: City of Fargo
Bid Date: 05/11/2022 11:30 am
Core & Main 2486979

Core & Main
4900 19th Avenue, North
Fargo, ND 58102
Phone: 701-219-7480
Fax: 701-282-2565

Seq#	Qty	Description	Units	Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.			
		This project is being bid in accordance with AIS requirements			
10		**ITEM 5 - MANHOLE 5' DIA**			
20	1	R1733-2008 26X7 FRAME	EA	193.20	193.20
30	1	R1733-5050 LID STORM SEWER	EA	155.25	155.25
40	3	27" X 2" HDPE MH ADJUST RING	EA	20.56	61.68
50	1	BUTYL MH RING SEALANT	EA	8.21	8.21
				SUBTOTAL	**418.34**
70		**ITEM 6 - INLET MANHOLE 4'**			
80	1	R1733-2008 26X7 FRAME	EA	193.20	193.20
90	1	R2561-0010 9" BHIVE GRT-R1733	EA	286.35	286.35
100	3	27" X 2" HDPE MH ADJUST RING	EA	20.56	61.68
110	1	BUTYL MH RING SEALANT	EA	8.21	8.21
				SUBTOTAL	**549.44**
130		**ITEM 7 - INLET MANHOLE 5'**			
140	1	R1733-2008 26X7 FRAME	EA	193.20	193.20
150	1	R2561-0010 9" BHIVE GRT-R1733	EA	286.35	286.35
160	3	27" X 2" HDPE MH ADJUST RING	EA	20.56	61.68
170	1	BUTYL MH RING SEALANT	EA	8.21	8.21
180	1	27" DUCKBILL CHECK VALVE	EA	5,835.00	5,835.00
				SUBTOTAL	**6,384.44**
200		**ITEM 8 - TEE MANHOLE 66X48**			
210	1	R1733-2008 26X7 FRAME	EA	193.20	193.20
220	1	R1733-5050 LID STORM SEWER	EA	155.25	155.25
230	3	27" X 2" HDPE MH ADJUST RING	EA	20.56	61.68
240	1	BUTYL MH RING SEALANT	EA	8.21	8.21
				SUBTOTAL	**418.34**
260		**ITEM 9 - TEE MANHOLE 78X48**			
270	1	R1733-2008 26X7 FRAME	EA	193.20	193.20
280	1	R1733-5050 LID STORM SEWER	EA	155.25	155.25
290	3	27" X 2" HDPE MH ADJUST RING	EA	20.56	61.68
300	1	BUTYL MH RING SEALANT	EA	8.21	8.21
				SUBTOTAL	**418.34**

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-22-B1

Type: Change Order #1 & Milestone #2 Time Extension

Location: Lift Station #15

Date of Hearing: 3/13/2023

8

Routing	Date
City Commission	3/20/2023
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, related to Change Order #1, in the amount of $844.00, for additional work and a Milestone Completion Date #2 time extension, extending the date from March 1, 2023 to March 15, 2023.

Staff is recommending approval of Change Order #1 in the amount of $844.00, which brings the total contract amount to $762,484.57, and the Milestone Completion Date #2 time extension.

On a motion by Bruce Grubb, seconded by Steve Dirksen, the Committee voted to recommend approval of Change Order #1 and the Milestone Completion Date #2 time extension to CC Steel.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of $844.00, bringing the total contract amount to $762,484.57, and the time extension to Milestone Completion Date #2 extending it from March 1, 2023 to March 15, 2023 to CC Steel.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
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	☑	☑	☐	
Michael Redlinger, City Administrator	☑	☑	☐	Bruce Grubb
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	Tom Knakmuhs
Terri Gayhart, Finance Director	☐	☐	☐	

ATTEST:

Thomas Knakmuhs, P.E.
Assistant City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Rob Hasey, Project Manager

Cc: Nathan Boerboom, Division Engineer

Date: March 13, 2023

Re: Project No. FM-22-B1 – Change Order #1 – Time Extension & Electrical Extra

---

Background:

Project No. FM-22-B1 is for modifying storm sewer lift station #15 located on 26th Avenue South near the Country Club and also for installing a pump and control panel at a storm sewer gatewell on Southwood Drive.

At storm sewer lift station #15 the existing cast iron sluice and flap gates are to be removed and replaced. The Contractor was directed to leave the existing gates in place until the new sluice and flap gates were delivered. The Contractor received the new gates on February 17, 2023. Milestone #2, which included sluice and flap gate installation, is March 1, 2023. This Milestone carries a penalty of $2,000/day. This milestone was added to the project to ensure the lift station would be ready ahead of a potential spring flood. Due to the timing of the Contractor receiving the sluice and flap gates and the work required to remove the old gates and installing the new gates combined with the fact that we haven't begun the spring melt we would like to modify Milestone #2 date to be March 15, 2023. This will allow the Contractor adequate time to install the sluice gates without being assessed liquidated damages for material shipping/fabrication timelines.

Installation of the perimeter railing around the lift station is proposed to be removed from Milestone #2 and included as part of the substantial completion date (May 1, 2023). The Electrician is also experiencing shipping delays for a light pole that is to be installed on top of the lift station for area lighting and they have not been given a definite delivery date from their supplier. The installation of the pole is recommended to be moved to the substantial completion date.

At the gatewell on Southwood Drive, the City provided the Contractor a pump and control panel that was previously used in a storm sewer manhole in the Riverwoood development. The pump and controls were removed when the City constructed a new storm sewer lift station for the Riverwood development in 2021. When the Electrician installed the panel at the Southwood gatewell, the existing motor starter was not working. The Electrician installed a new motor starter at a cost of $844.00.

Recommended Motion:

Approve Change Order #1 to modify Milestone #2 date to March 15, 2023 for installation of the sluice and flap gates, move the perimeter railing installation and the yard light pole installation to the project substantial completion date of May 1, 2023 and for the installation of a new motor starter at the Southwood gatewell control panel at a cost of $844.00.

Attachments

PARSONS ELECTRIC
AN ARCHKEY SOLUTIONS COMPANY

PEC Solutions of the Dakotas LLC

- Extra Work Proposal -

General Contractor | FM-22-B1 Lift Stations | 2/28/2023

Biditem Code	Description	Quantity	Unit	Unit Price	Ext Price
22	F&I Lift Station Electrical - Site #15				
23	F&I Lift Station Electrical - Southwood Gatewell **extra #1**	1.000	LS	$844.00	$844.00
Grand Total:					**$844.00**

Upon power installation at Southwood Gatewell, the owner provided enclosure with controls had a faulty relay. Troubleshooting and replacement of relay costs above.

Respectfully Submitted,
Kyle Pederson

Kyle Pederson | Project Manager | Direct: 701-551-1443 | kyle.pederson@PECsolutions.com

3451 South University Drive, Fargo, North Dakota 58104 www.PECsolutions.com

Moorhead Electric
CVC-22-088-1 FM-22-B1 Lift Station - Southwood extra
Kyle Pederson

ESTIMATE SUMMARY - COSTS & BID PRICES

Bid# / Client# / Bid Description	Quantity	Unit	Manhours	Direct Labor	Perm Matl	Conser Matl	Equip-Ment	Sub-Contr	Direct Total	Indirect Charge	Total Cost	Total Cost Unit Price	Markup	Balanced Bid Total	Balanced Bid Unit Price	Bid Price	Bid Total
23	1.00	LS	8	594	82		54		730	5	735	735.00	109	844	844.46	844.46	844.46
F&I Lift Station Electrical - Southwood G			8.00										14.8 %				
Totals:			8	593	82		53		729	5	735		109	844			844.46

THE CITY OF Fargo FAR MORE

CHANGE ORDER REPORT
LIFT STATION REPL/REHAB
PROJECT NO. FM-22-B1
STS LS #15 LOCATED ON 26TH AVENUE SOUTH BY THE FARGO COUNTRY CLUB.

Change Order No	1	**Change Order Date**	3/6/2023
Contractor	CC Steel, LLC		

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 # 1

Modify Milestone #2: Move the installation of the sluice and flap gates from March 1, 2023 to March 15, 2023. Move the installation of the yard light and perimeter railing from Milestone #2 to the project Substantial Completion date of May 1, 2023. The City supplied the Contractor with a previously used pump and control panel to use in a gatewell structure on Southwood Drive. Upon installation of the panel the Electrician found that the motor starter was inoperable. The Electrician installed a new motor starter in the panel at a cost of $844.00.

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 ($)	C/O Ext Price ($)
Change Order 1	20	F&I Lift Station Electrical	LS	0		0	1	1	$844.00	$844.00
								Change Order 1 Sub Total		**$844.00**

Summary

Source Of Funding	Infrastructure Sales Tax Fund 460
Net Amount Change Order # 1 ($)	$844.00
Previous Change Orders ($)	$0.00
Original Contract Amount ($)	$761,640.57
Total Contract Amount ($)	$762,484.57

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

CONTRACT DATES

Current Substantial Completion Date	**Current Final Completion Date**
5/1/2023	6/1/2023
Additional Days Substantial Completion	**Additional Days Final Completion**
0	0
New Substantial Completion Date	**New Final Completion Date**
5/1/2023	6/1/2023

Interim Completion Dates

New Interim Completion Date #1	**Current Interim Completion Date #1**
10/31/2022	10/31/2022
New Interim Completion Date #2	**Current Interim Completion Date #2**
3/1/2023	3/1/2023
New Interim Completion Date #3	**Current Interim Completion Date #3**
3/15/2023	

APPROVED
For Contractor
Title

CC Steel, LLC
Michael N. Cebulla | President

APPROVED DATE
Department Head
Mayor
Attest

COVER SHEET
CITY OF FARGO PROJECTS

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

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

9

Drain #27 Lift Station #47 & #48

Project No. NR-23-A

Call For Bids	March 20	, 2023
Advertise Dates	March 29, April 5 & 12	, 2023
Bid Opening Date	April 26	, 2023
Substantial Completion Date	September 30	, 2024
Final Completion Date	October 31	, 2024

N/A PWPEC Report (Part of 2023 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)

X **WIFIA & SRF (460 Fund)** Language Included

X **General, Combined & Electrical Bid Sheets w/Federal & SRF Funding note**

Project Engineer Christine Goldader

Phone No. (701) 241-1545

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

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)

THE CITY OF Fargo FAR MORE

ENGINEER'S REPORT
DRAIN #27 LIFT STATION #47 & #48
PROJECT NO. NR-23-A
STORM SEWER LIFT STATIONS #47 & #48 ON 38TH STREET SOUTH AT CASS COUNTY DRAIN 27.

Nature & Scope

This project is for the reconstruction of storm sewer lift stations #47 & #48 located on 38th Street South at Cass County Drain 27.

Purpose

This project has been identified as being necessary to allow the proposed 1% annual chance flood level (37-foot river gage height) to pass through Fargo once the Fargo-Moorhead Diversion Project (Diversion) is completed. These two lift stations will be reconstructed to allow for pump redundancy and will be built at a higher elevation than the existing lift stations.

Feasibility

The estimated cost of construction is $9,113,337.25. The cost breakdown is as follows:

Combined - General and Electrical		
Construction Cost		$9,113,337.25
Fees		
Contingency	10%	$911,333.73
Total Estimated Cost		**$10,024,670.98**
Funding		
Sales Tax Funds - Flood Control - 460	100.00%	$10,024,670.98

Miscellaneous Costs		
Permanent ROW and Easements		$250,000.00
Utility Relocations		$9,600.00
Outside Engineering		$490,000.00
Total Miscellaneous Costs		**$749,600.00**
Funding		
Sales Tax Funds - Flood Control - 460	100.00%	$749,600.00

Project Funding Summary		
Sales Tax Funds - Flood Control - 460	100.00%	$10,774,270.98
Total Estimated Project Cost		**$10,774,270.98**

Alternate - General Only		
Construction Cost		$8,678,337.25
Fees		
Contingency	10%	$867,833.73
Total Estimated Cost		**$9,546,170.98**
Funding		
Sales Tax Funds - Flood Control - 460	100.00%	$9,546,170.98

Alternate - Electrical Only		
Construction Cost		$435,000.00
Fees		
Contingency	10%	$43,500.00
Total Estimated Cost		**$478,500.00**
Funding		
Sales Tax Funds - Flood Control - 460	100.00%	$478,500.00

We believe this project to be cost effective.

Thomas Knakmuhs, PE
Assistant City Engineer

THE CITY OF Fargo
FAR MORE

Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

10

March 15, 2023

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

Subject: Advertisement for Bid – Project WA2254 – Regional Water Distribution Extension Improvements

Dear Commissioners:

Water Utility staff is seeking approval for advertising bidding of Project WA2254: Regional Water Distribution Extension Improvements. Cass Rural Water District (CRWD) is currently in the planning stages for undergoing a system-wide expansion project that would add several users to their system in and around the Fargo metro area. To supplement this system-wide expansion project and provide additional capacity to serve Horace and new users, CRWD has formally requested additional bulk service connections from Fargo on both the north and south side of the City. This project will add bulk service connections to the south side of the City.

The engineering services under this task order will have $172,000 in grant funding from the North Dakota Department of Water Resources. Another Cost share application for construction will be submitted later this year. The local share of cost is proposed to be funded with the budget line for the Water Utility called Regional Water Distribution Extension Improvements.

Your consideration is greatly appreciated in this matter.

Sincerely,

Dan Portlock, PE
Water Utility Engineer

SUGGESTED MOTION:

Approve the Advertisement for Bid of Project WA2254, Regional Water Distribution Extension Improvements.

THE CITY OF Fargo FAR MORE

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

March 3, 2023

11

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. PR-23-A1

Dear Commissioners:

Bids were opened at 11:45 am on Friday, March 3rd 2023, for Crack Seal & Level, Project No. PR-23-A1, located City Wide.

The bids were as follows:

Roadway Services Inc	$83,520.00
Northwest Asphalt & Maintenance	$124,750.00
Asphalt Surface Tech Corp	$134,788.00
Engineers Estimate	$100,000.00

Private financial security is not needed.

No protests have been recieved.

This office recommends award of the contract to Roadway Services Inc. in the amount of $83,520.00 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE
Assistant City Engineer

THE CITY OF Fargo FAR MORE

Engineer's Statement Of Cost
Project # PR-23-A1
Crack Seal & Level

City Wide

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 Thomas Knakmuhs, do hereby certify as follows:

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

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

Crack Seal & Level Project # PR-23-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Paving					
1	Mobilization	LS	1.00	1,000.00	1,000.00
2	Repair Crack - Fill	LB	26,000.00	1.70	44,200.00
3	Repair Crack - Level	LF	6,700.00	3.60	24,120.00
4	Repair Crack - Rout and Fill	LF	15,000.00	0.88	13,200.00
5	Traffic Control - Minor	LS	1.00	1,000.00	1,000.00
				Paving Total	**83,520.00**
				Total Construction in $	**83,520.00**

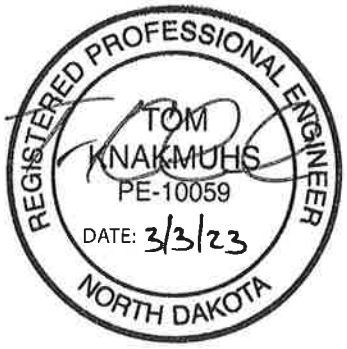
Engineering	10.00%	8,352.00
Admin	4.00%	3,340.80
Legal	3.00%	2,505.60
Interest	4.00%	3,340.80
Contingency	5.00%	4,176.00
Total Estimated Costs		**105,235.20**
Sales Tax Funds - Infrastructure - 420		105,235.20
Unfunded Costs		**0.00**

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 03/03/2023

Thomas Knakmuhs

Assistant City Engineer



THE CITY OF Fargo FAR MORE

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

March 3, 2023

12

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. PR-22-B1

Dear Commissioners:

Bids were opened at 11:45 am on Friday, March 3rd 2023, for Concrete Spot Repair, Project No. PR-22-B1, located Various Locations - City Wide.

The bids were as follows:

Dakota Underground Co Inc	$844,363.50
Opp Construction LLC	$881,846.00
Northern Improvement Co	$1,130,399.00
Engineers Estimate	$635,575.00

Private financial security is not needed.

No protests have been recieved.

This office recommends award of the contract to Dakota Underground Co Inc. in the amount of $844,363.50 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE
Assistant City Engineer

THE CITY OF Fargo FAR MORE

Engineer's Statement Of Cost
Project # PR-22-B1
Concrete Spot Repair

Various Locations - City Wide

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 Thomas Knakmuhs, do hereby certify as follows:

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

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

Concrete Spot Repair Project # PR-22-B1 of the City of Fargo, North Dakota.

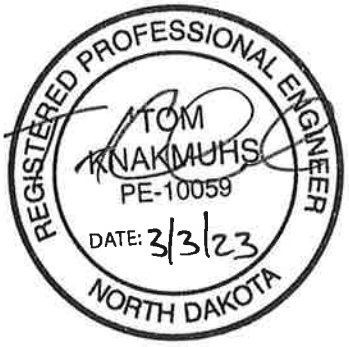
Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Paving					
1	Mobilization	LS	1.00	139,000.00	139,000.00
2	Remove Pavement All Thicknesses All Types	SY	1,750.00	35.00	61,250.00
3	Excavation	CY	20.00	50.00	1,000.00
4	Clean & Seal Concrete Joints	LF	2,450.00	2.25	5,512.50
5	F&I Curb & Gutter Standard (Type II)	LF	600.00	54.00	32,400.00
6	Remove Curb & Gutter	LF	600.00	20.00	12,000.00
7	Repair Pavement - Partial Depth Conc	SF	50.00	120.00	6,000.00
8	F&I Pavement 9" Thick Doweled Conc	SY	200.00	170.00	34,000.00
9	F&I Pavement 10" Thick Doweled Conc	SY	1,550.00	182.00	282,100.00
10	Rem & Repl Pavement 7" Thick Reinf Conc	SY	30.00	160.00	4,800.00
11	F&I Median Nose Conc	SY	10.00	175.00	1,750.00
12	F&I Sidewalk Curb	LF	30.00	55.00	1,650.00
13	F&I Sidewalk 4" Thick Reinf Conc	SY	60.00	108.00	6,480.00
14	F&I Sidewalk 6" Thick Reinf Conc	SY	60.00	121.00	7,260.00
15	Remove Sidewalk All Thicknesses All Types	SY	220.00	29.00	6,380.00
16	F&I Impressioned 6" Thick Reinf Conc	SY	160.00	182.00	29,120.00
17	F&I Det Warn Panels Cast Iron	SF	60.00	72.00	4,320.00
18	F&I Casting - Inlet	EA	8.00	1,600.00	12,800.00
19	F&I Casting - Std Manhole	EA	2.00	500.00	1,000.00
20	F&I Casting - Floating Manhole	EA	6.00	1,500.00	9,000.00
21	Casting to Grade - w/Conc	EA	14.00	350.00	4,900.00
22	GV Box to Grade - w/Conc	EA	1.00	1,200.00	1,200.00

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
23	Mill / Grind Conc Pvmt	SY	3,000.00	21.00	63,000.00
24	Mulching Type 1 Hydro	SY	1,000.00	6.05	6,050.00
25	Seeding Type C	SY	1,000.00	6.05	6,050.00
26	Stormwater Management	LS	1.00	6,000.00	6,000.00
27	Inlet Protection - Existing Inlet	EA	36.00	200.00	7,200.00
28	Traffic Control - Type 1	LS	10.00	1,500.00	15,000.00
29	Traffic Control - Type 2	LS	2.00	6,200.00	12,400.00
30	Construction Signing	SF	60.00	16.50	990.00
31	Flagging	MHR	150.00	55.00	8,250.00
				Paving Total	**788,862.50**
Signing					
32	Relocate Sign Assembly	EA	4.00	272.25	1,089.00
33	F&I Flexible Delineator	EA	6.00	132.00	792.00
				Signing Total	**1,881.00**
Pavement Marking					
34	Obliterate Pavement Markings	SF	500.00	11.00	5,500.00
35	F&I Grooved Plastic Film Message	SF	140.00	66.00	9,240.00
36	F&I Grooved Plastic Film 4" Wide	LF	100.00	7.00	700.00
37	F&I Grooved Plastic Film 6" Wide	LF	100.00	13.20	1,320.00
38	F&I Grooved Plastic Film 8" Wide	LF	100.00	17.00	1,700.00
39	F&I Grooved Plastic Film 16" Wide	LF	80.00	31.00	2,480.00
40	F&I Grooved Plastic Film 24" Wide	LF	200.00	57.00	11,400.00
41	F&I Grooved Contrast Film 7" Wide	LF	450.00	18.00	8,100.00
42	F&I Grooved Contrast Film 11" Wide	LF	300.00	25.00	7,500.00
43	Paint Epoxy Message	SF	30.00	28.00	840.00
				Pavement Marking Total	**48,780.00**
Traffic Signals					
44	F&I Detection Preformed Loop	EA	2.00	2,420.00	4,840.00
				Traffic Signals Total	**4,840.00**
				Total Construction in $	**844,363.50**

Engineering	10.00%	84,436.35
Admin	4.00%	33,774.54
Legal	3.00%	25,330.91
Interest	4.00%	33,774.54
Contingency	5.00%	42,218.18
Total Estimated Costs		**1,063,898.02**
Sales Tax Funds - Infrastructure - 420		993,966.76
Utility Funds - Street Lights - 528		69,931.26
Unfunded Costs		**0.00**

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 03/03/2023



Thomas Knakmuhs

Assistant City Engineer

THE CITY OF Fargo FAR MORE

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

March 15, 2023

13

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. SR-23-A1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, March 15th 2023, for Sidewalk & Shared Use Path Rehab/Reconstruction, Project No. SR-23-A1, located Various Areas City Wide.

The bids were as follows:

Master Construction Co Inc	$1,037,200.00
Engineers Estimate	$866,330.00

Private financial security is not needed.

No protests have been recieved.

This office recommends award of the contract to Master Construction Co Inc. in the amount of $1,037,200.00 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE
Assistant City Engineer

THE CITY OF Fargo FAR MORE

Engineer's Statement Of Cost

Project # SR-23-A1

Sidewalk & Shared Use Path Rehab/Reconstruction

Various Areas City Wide

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 Thomas Knakmuhs, do hereby certify as follows:

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

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

Sidewalk & Shared Use Path Rehab/Reconstruction Project # SR-23-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Assessed					
1	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	2,875.00	135.00	388,125.00
2	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	363.00	170.00	61,710.00
3	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	175.00	8,750.00
4	F&I Sidewalk 4" Thick Reinf Conc	SY	1,550.00	115.00	178,250.00
5	F&I Sidewalk 6" Thick Reinf Conc	SY	50.00	130.00	6,500.00
6	Sodding	SY	20.00	20.00	400.00
7	Rem & Repl Pavement 6" Thick Asph	SY	35.00	200.00	7,000.00
				Assessed Total	**650,735.00**
City Paid					
8	Rem & Repl Curb & Gutter	LF	335.00	90.00	30,150.00
9	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	1,193.00	135.00	161,055.00
10	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	197.00	170.00	33,490.00
11	F&I Sidewalk 4" Thick Reinf Conc	SY	40.00	115.00	4,600.00
12	F&I Sidewalk 6" Thick Reinf Conc	SY	32.00	130.00	4,160.00
13	F&I Det Wam Panels Cast Iron	SF	420.00	60.00	25,200.00
14	Casting to Grade - w/Conc	EA	4.00	1,100.00	4,400.00
15	Curb Stop Box to Grade	EA	12.00	50.00	600.00
16	F&I Casting Water Service	EA	1.00	410.00	410.00
17	Mulching Type 1 Hydro	SY	4,200.00	5.00	21,000.00
18	Seeding Type B	SY	4,200.00	6.00	25,200.00
19	Remove Driveway All Thicknesses All Types	SY	20.00	30.00	600.00

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
20	Remove Sidewalk All Thicknesses All Types	SY	20.00	30.00	600.00
21	Rem & Repl Pavement 9" Thick Asph	SY	20.00	225.00	4,500.00
22	Topsoil - Import Special	CY	150.00	70.00	10,500.00
23	Traffic Control - Type 1	LS	1.00	60,000.00	60,000.00
				City Paid Total	**386,465.00**
				Total Construction in $	**1,037,200.00**

Engineering	10.00%	103,720.00
Admin	4.00%	41,488.00
Legal	3.00%	31,116.00
Interest	4.00%	41,488.00
Contingency	5.00%	51,860.00
Total Estimated Costs		**1,306,872.00**
Sidewalk Assessments		819,926.10
Sales Tax Funds - Infrastructure - 420		486,945.90
Unfunded Costs		**0.00**

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 03/15/2023

Thomas Knakmuhs

Assistant City Engineer

THE CITY OF Fargo FAR MORE

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

March 3, 2023

14

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. PR-23-C1

Dear Commissioners:

Bids were opened at 11:45 am on Friday, March 3rd 2023, for Seal Coat, Improvement District No. PR-23-C1, located in Various Locations.

The bids were as follows:

Asphalt Preservation Company, Inc.	$1,249,429.34
Asphalt Surface Tech Corp	$1,430,550.75
Engineers Estimate	$1,446,263.10

Private financial security is not needed.

No protests have been recieved.

This office recommends award of the contract to Asphalt Preservation Company, Inc. in the amount of $1,249,429.34 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE
Assistant City Engineer

THE CITY OF Fargo FAR MORE

Engineer's Statement Of Cost
Improvement District # PR-23-C1
Seal Coat

Various Locations

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 Thomas Knakmuhs, do hereby certify as follows:

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

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

Seal Coat Improvement District # PR-23-C1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Section 1					
1	Mobilization	LS	1.00	49,840.00	49,840.00
2	F&I Pavement Mix Wear Course Asph	Ton	50.00	700.00	35,000.00
3	F&I Seal Aggregate A	SY	425,318.00	1.32	561,419.76
4	F&I Seal Aggregate B	SY	46,746.00	1.32	61,704.72
5	F&I Seal Oil	Gal	135,918.00	1.50	203,877.00
6	Paint Epoxy Line 4" Wide	LF	4,030.00	3.30	13,299.00
7	Paint Epoxy Line 8" Wide	LF	624.00	6.60	4,118.40
8	Paint Epoxy Line 16" Wide	LF	108.00	13.00	1,404.00
9	Paint Epoxy Line 24" Wide	LF	562.00	28.00	15,736.00
10	Paint Epoxy Message	SF	918.00	23.00	21,114.00
11	Traffic Control - Minor	LS	1.00	11,050.00	11,050.00
				Section 1 Total	**978,562.88**
Section 2					
12	Mobilization	LS	1.00	33,835.00	33,835.00
13	F&I Seal Aggregate A	SY	37,855.00	1.32	49,968.60
14	F&I Seal Aggregate B	SY	57,813.00	1.32	76,313.16
15	F&I Seal Oil	Gal	30,655.00	1.50	45,982.50
16	Paint Epoxy Line 4" Wide	LF	9,872.00	3.30	32,577.60
17	Paint Epoxy Line 8" Wide	LF	636.00	6.60	4,197.60
18	Paint Epoxy Line 24" Wide	LF	318.00	28.00	8,904.00
19	Paint Epoxy Message	SF	711.00	23.00	16,353.00
20	Traffic Control - Minor	LS	1.00	2,735.00	2,735.00

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
				Section 2 Total	**270,866.46**
				Total Construction in $	1,249,429.34

Engineering	10.00%	124,942.94
Admin	4.00%	49,977.18
Legal	3.00%	37,482.88
Interest	4.00%	49,977.18
Contingency	5.00%	62,471.46
Total Estimated Costs		**1,574,280.98**
Sales Tax Funds - Infrastructure - 420		1,232,989.24
Special Assessments		341,291.74
Unfunded Costs		**0.00**

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 03/03/2023

Thomas Knakmuhs

Assistant City Engineer

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 3/3/23
NORTH DAKOTA

THE CITY OF Fargo
FAR MORE

City Administration
225 4th Street North
Fargo, ND 58102

MEMORANDUM

(16)

TO: **Fargo City Commission**

FROM: **Jim Gilmour, Director of Strategic Planning and Research**

DATE: **March 14, 2023**

SUBJECT: **Mercantile Condominium Board Appointment**

Ownership of the Mercantile Parking Garage has been transferred to the City of Fargo and a condominium board has been created to manage commonly owned elements of the building. The Mercantile Condominium Board of Managers will have two members - one appointed by the City of Fargo and the other appointed by Great Plains Mercantile Holdings, which is the owner of the apartments and main floor commercial space.

After discussing with City Administrator Michael Redlinger, the appropriate person to appoint is Facilities Director Bekki Majerus, who has the best experience to represent the City.

Recommended Motion:

Appoint Facilities Director Bekki Majerus as the City representative to the Mercantile Condominium Board of Managers.

THE CITY OF Fargo FAR MORE

Fargo Cass Public Health
Prevent. Promote. Protect.

FARGO CASS PUBLIC HEALTH
ENVIRONMENTAL HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.476.6729 | Fax 701.298.6929
FargoCassPublicHealth.com

17

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: GRANT LARSON GJL
DIRECTOR OF ENVIRONMENTAL HEALTH

DATE: MARCH 14, 2023

RE: 2024 ENVIRONMENTAL HEALTH FEE SCHEDULE

Staff at Fargo Cass Public Health request the review and adoption of the resolution associated with the proposed 2024 Environmental Health fee schedule.

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

Suggested Motion: Move to adopt the 2024 Environmental Health fee schedule.

GL
Attachment

THE CITY OF Fargo FAR MORE

Fargo Cass Public Health
Prevent. Promote. Protect.

FARGO CASS PUBLIC HEALTH
ENVIRONMENTAL HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.476.6729 | Fax 701.298.6929
FargoCassPublicHealth.com

2024 ENVIRONMENTAL HEALTH FEE SCHEDULE

Type of License	2024 Fee
Food Service Tier 1	$210.00/year
Food Service Tier 2	$315.00/year
Food Service Tier 3	$420.00/year
Grocery, Bakery, Retail Meat Tier 1	$120.00/year
Grocery, Bakery, Retail Meat Tier 2	$175.00/year
Grocery, Bakery, Retail Meat Tier 3	$200.00/year
Community Organization Tier 1	$125.00/year
Community Organization Tier 2	$175.00/year
Community Organization Tier 3	$225.00/year
Temporary Food Service Event Tier 1	$42.00/day (maximum of $210/year)
Temporary Food Service Event Tier 2	$63.00/day (maximum of $315/year)
Temporary Food Service Event Tier 3	$84.00/day (maximum of $420/year)
Concession Tier 1	$70.00/year
Concession Tier 2	$95.00/year
Concession Tier 3	$120.00/year
Alcohol Service – with physical bar	$175.00/year
Alcohol Service – with no physical bar	$65.00/year
Soft Serve Frozen Dessert Machine	$120.00/year
Food Service Preoperational Inspection	$175.00 (one-time fee)
Aquatic Pool (year-round)	$235.00/year
Aquatic Pool (seasonal)	$165.00/year
Aquatic Spa or Wading Pool (year-round)	$130.00/year
Aquatic Spar or Wading Pool (seasonal)	$90.00/year
Aquatic Splash Pad	$130.00/year
Aquatic Facility Water Quality Testing	$70.00/month
Aquatic Blueprint Review	$225.00 (one-time fee)
Body Art Establishment	$275.00/year
Body Art Technician	$120.00/year
Temporary Body Art Event License (up to 5 days)	$175.00/event
Temporary Body Art Technician (up to 5 days)	$60.00/event
Animal Boarding	$115.00/facility
Aquatic Facility Water Quality Annual Re-testing Fees	$50(1st re-test) $75(2nd re-test) $100(subsequent re-tests)
Community Service License	No Charge
Fumigator/Exterminator	$150.00/year
Health License Reinstatement Fee	$200.00 (if annual license fee is not paid by Jan 1st)
Hotel, Motel, Lodging	$250.00/facility
Nuisance Abatement Administrative Fee	$100.00/abatement
Pet Store	$125.00/facility
Soft Serve Frozen Dessert Machine Re-test	$50.00/re-test
Tanning	$120.00/facility + $10/tanning bed

Environmental Health licenses are issued for one calendar year, are non-refundable, and non-transferable.

RESOLUTION APPROVING INSPECTION FEES, LICENSE FEES, PERMIT FEES AND REINSTATEMENT FEES -- ENVIRONMENTAL HEALTH

WHEREAS, the Board of City Commissioners is authorized to approve a schedule for application fees for inspections, licenses, permits and for reinstatement fees to offset the administrative and oversight costs of enforcement of the city's ordinances pursuant to the provisions of the Fargo Municipal Code and the Board has previously approved such a schedule, which was applicable for 2023; and,

WHEREAS, the Board of City Commissioners desires to approve a schedule of such fees to be applicable commencing January 1, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners as follows:

The attached fee schedule for inspections, licenses, permits and for reinstatement fees is hereby approved, said fee schedule to take effect the 1st day of January, 2024, and to remain in effect until amended or revoked by the Board of City Commissioners.

COMMISSIONER _____ introduced the foregoing resolution and moved its adoption. The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER _____ and, upon roll call vote, the following voted in favor thereof: COMMISSIONERS _____. The following were absent and not voting: _____, and the following voted against the same: _____, whereupon the resolution was declared duly passed and adopted.

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

ATTEST:

_____
Steven Sprague, City Auditor

THE CITY OF Fargo FAR MORE

Fargo Cass Public Health
Prevent. Promote. Protect.

FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360
FargoCassPublicHealth.com

MEMORANDUM

18

TO: **BOARD OF CITY COMMISSIONERS**

FROM: **DESI FLEMING**
DIRECTOR OF PUBLIC HEALTH

DATE: **MARCH 7, 2023**

RE: **REQUEST TO APPROVE THE CredibleMind PLATFORM CONTRACT TO PROMOTE MENTAL HEALTH RESOURCES AND SERVICES VIA A WEB PLATFORM FOR THE COMMUNITY.**
FUNDS: $38,000 GRANT FUNDS
TERM: TWO YEARS
SSP23053

The attached contract with CredibleMind Platform is for the creation of a customizable web platform to promote mental health tools and resources for our community.

Suggested Motion:
Move to approve the contract with CredibleMinds contract.

DF/lls
Attachment

CredibleMind

CredibleMind Platform License Agreement

This License Agreement ("Agreement") is made and entered into as of the date last signed below (the "Effective Date") by and between CredibleMind, Inc. ("CM"), a California Corporation with its principal place of business located at 30 Liberty Ship Way, Suite 3200, Sausalito, CA 94965, and Fargo Cass Public Health ("Client") with its principal place of business located at 1240 25th Street South, Fargo, ND 58103.

1. Customization of CredibleMind Platform; Support Services. In consideration for Client's payment of the fees set forth in the Statement of Work attached as Exhibit A hereto ("Statement of Work"), CM will use all reasonable business efforts to customize its CredibleMind Platform ("CM Platform"), and provide implementation, training, and maintenance support services for the CM Platform as described in the Statement of Work within the time frames estimated in the Statement of Work. CM will host, operate and maintain its CM Platform implementation on servers operated by or for CM.

2. Limited Warranty; Disclaimer. Client acknowledges that CM's products and services, including the CM Platform and supporting services provided hereunder, are not a substitute for medical or legal advice. CM does not make any express or implied warranties in connection with this Agreement, the CM Platform or any supporting services or deliverables provided to Client hereunder except those specifically set forth herein.

3. Payment. Client agrees to pay to CM the fees as set forth in the Statement of Work. In the event that any amount due to CM hereunder is not paid within 45 days of Client's receipt of the corresponding invoice, without waiving any claim or right against Client and without liability whatsoever to Client, CM reserves the right to suspend or terminate Client's access to the CM Platform and the performance of any services provided hereunder. The amounts payable to CM set forth in Exhibit A are exclusive of any sales or use or other taxes or governmental charges. Client shall be responsible for payment of all such taxes or charges except for any taxes based solely on CM's net income. If Client is required to pay any taxes based on this Section 3, Client shall pay such taxes with no reduction or offset in the amounts payable to CM hereunder.

4. Term; Termination. This Agreement is effective upon signing and will continue for two (2) years with the option for mutually agreed written renewals thereafter unless CM or Client gives sixty (60) days' prior written notice to the other party of non-renewal. CM or Client may terminate this Agreement upon thirty (30) days' prior written notice of the other's material breach and failure to substantially cure the breach within thirty (30) days of receipt of the notice of breach. CM or Client may terminate this Agreement for convenience upon six (6) months' prior written notice to the other party. Upon expiration or termination of this Agreement, all Licenses granted by CM to Client hereunder shall terminate. Client shall promptly cease use of and delete or return any electronic information associated with the CM Platform and associated intellectual property. If CM terminates this Agreement for convenience or the Agreement is terminated due to CM's breach as provided above, it shall refund to Client the unearned prorated portion of the Annual License Fee (as defined in Exhibit A) paid for the then-current annual licensing period. If Client terminates this Agreement for convenience or the Agreement is terminated due to Client's breach as provided above, Client will pay to CM any unpaid portion of the Setup Fee (as defined in Exhibit A) and any unpaid portion of the Annual License Fee due for the then-current annual licensing period.

5. Limitation of Liability. In no event shall CM be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, indirect or special damages incurred or suffered by Client arising as a result of or related to this Agreement, whether in contract, tort, or otherwise, even if CM was advised of the possibility of such loss or damages. Client further agrees that the total liability of CM for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of CM, whether in contract, tort or otherwise, shall not exceed an amount equal to the insurance limits agreed to by the parties hereto.

CredibleMind, Inc. | All Rights Reserved | Confidential and Proprietary.

CredibleMind

6. Intellectual Property. **Licenses**: While this Agreement is in effect and in consideration for Client's payment of the fees set forth in the Statement of Work, CM grants to Client a non-exclusive, non-transferable, non-sublicenseable, License to (a) access and remotely interact with the CM Platform and allow users of its CM Platform website ("Users") such access and interaction; (b) use CM's trademarks to the limited extent as stated below; (c) access CM Platform utilization data; and (d) access error corrections to the CM Platform, including fixes to problems in software but excluding additional options, enhancements, and/or new features. Client grants to CM a worldwide, non-exclusive, royalty-free License to use, reproduce, distribute, perform and display any and all content it provides to CM in connection with the CM Platform. **Trademarks**: CM and Client each grant to the other a limited, non-exclusive, non-sublicenseable, worldwide License to use the other's trademarks, trade names, copyrights and logos and trade dress (collectively, "Trademarks") only as necessary to fulfill each party's obligations under this Agreement during its term. CM and Client each agree that the quality of its manner of use of the other's Trademarks shall be high. CM and Client may each terminate the other's License to use its Trademarks if it determines that the other's use of such Trademarks tarnishes, blurs or dilutes the quality or good will associated with such Trademarks and such problem is not cured within ten (10) days of notice thereof. Each party agrees not to contest the other party's ownership of its Trademarks, not to disparage or call into question the validity, value or ownership thereof, and not to use any of the other party's Trademarks in any manner so as to create a combined trademark. Except as expressly granted in this Agreement, no other rights or Licenses or uses whatsoever in or to the CM Platform or CM's Trademarks are granted to Client. CM is, and at all times shall remain, the sole and exclusive owner of all right, title and interest, throughout the world (including all intellectual property and other proprietary rights), in and to the original and copies of the CM Platform and any associated and derivative intellectual property, all website usage statistics (system utilization data), all new features and enhancements to the CM Platform, and any deliverables and supporting services provided by CM under this Agreement. **Protections**: CM and Client shall cooperate to police and protect the CM Platform and its associated intellectual property. Client shall promptly notify CM in writing of any unauthorized use, infringement, misappropriation, dilution or other violation of the CM Platform and its associated intellectual property ("Violations") of which it becomes aware and CM shall have the primary right, but not the obligation, to bring and control any suits against any such Violations and retain the entirety of any award arising from such suit. Client shall have no claim of any kind against CM based on or arising out of CM's handling of or decisions regarding Violations or any such suit or suits. **Notices and Attributions**: Client shall accurately produce and reproduce all CM intellectual property notices on all copies Client produces or reproduces of the CM Platform and associated data, screens, and software, and shall not remove any CM intellectual property notices from any materials. Any website through which a user interacts with the CM Platform shall have, at a minimum, attribution to CM for creating and operating the website and service, including a "Powered by CredibleMind clickable link in the navigation header of all pages, CM copyright notices on all pages, and appropriate credit for the platform and links back to CM in any "about us" section. **Confidential Information**: During the term of this Agreement and for a period of two (2) years thereafter, each of CM and Client will keep in confidence and not disclose or disseminate, or permit anyone working under its direction to disclose or disseminate, the existence, source, content or substance of any of the other's Confidential Information to any other person. "Confidential Information" is all nonpublic information concerning the business, technology, internal structure and strategies of either CM or Client disclosed to the other orally, or in tangible form, and is either marked as "confidential" or identified as "confidential" prior to disclosure. Employees and independent contractors of one party will be given access to the Confidential Information of the other party only on a need-to-know basis. Client agrees that the trade secrets and know-how included in the CM Platform and associated intellectual property shall be treated as Confidential Information regardless of whether such trade secrets and know-how are marked, stamped or otherwise identified as confidential. Information shall not be deemed Confidential Information if it is (i) now generally known or available or which, hereafter through no act or failure to act on the part of CM or Client as the receiving party ("Recipient"), becomes generally known or available; (ii) rightfully known to Recipient at the time of receiving such information; (iii) furnished to Recipient by a third party without restriction on disclosure and without Recipient having actual notice or reason to know that the third party lacks authority to so furnish the information; (iv) independently developed by Recipient; or (v) required to be disclosed by law or by a government entity, provided however that Recipient, before

CredibleMind, Inc. | All Rights Reserved | Confidential and Proprietary.

making a use or compelled disclosure of Confidential Information, shall give ten (10) business days' prior written notice to the owner of the Confidential Information stating the intended use or disclosure to be made and citing the applicable sub-section of (i) - (v) above allegedly giving it the right or obligation to do so.

7. User Relations. Client will either incorporate CM's terms of use into its terms of use, as will be displayed on Client's website, or allow CM to maintain a terms of use link and document on the CM Platform implementation's website for Client. Client's Users must agree to the terms of use or will not be allowed to use the CM Platform implementation's website. Client's staff shall have first line responsibility for dealing with User support inquiries in a commercially reasonable manner agreed to by CM. CM will provide second tier support directly to Client through Web, email and telephone support during normal business hours (9AM to 5PM Pacific Time) with an initial response within one business day that includes an estimated time for final resolution. Client will designate and CM will train one support person who will be Client's interface with CM on support matters.

8. Indemnity. To the extent permitted by law, if any, each of CM and Client (the "Indemnifying Party") shall indemnify the other (the "Indemnified Party") against any and all claims, losses, costs and expenses, including reasonable attorneys' fees, which the Indemnified Party may incur as a result of claims in any form by third parties arising from: (a) the Indemnifying Party's gross negligence or willful misconduct in the performance of its obligations under this Agreement, or (b) the Indemnifying Party's content or trademarks or associated intellectual property. The foregoing obligations are conditioned on the Indemnified Party: (i) giving the Indemnifying Party notice of the relevant claim, (ii) cooperating with the Indemnifying Party, at the Indemnifying Party's expense, in the defense of such claim, and (iii) giving the Indemnifying Party the right to control the defense and settlement of any such claim, except that the Indemnifying Party shall not enter into any settlement that affects the Indemnified Party's rights or interest without the Indemnified Party's prior written approval. The Indemnified Party shall have the right to participate in the defense at its expense. Notwithstanding the foregoing, CM assumes no liability for any claims arising from the following: (i) the combination of the CM Platform and associated intellectual property or use with other hardware, software or other items not provided by CM; (ii) the modification of the CM Platform or any part thereof by Client; (iii) use of the CM Platform for a purpose or in a manner for which it was not designed, or (iv) Client's specifications or designs. Client shall indemnify and hold harmless CM from and against any claims arising out of such exclusions (i)-(iv). This Section 8 states Client's sole and exclusive remedy and CM's entire liability for any alleged infringement of a third party's intellectual property right.

9. Resolution of Disputes. Except as expressly otherwise provided herein, the parties agree that any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified in this Section 9, which shall be the sole and exclusive procedures for the resolution of disputes.

(a) In the event a dispute arises between the parties, each party's goal is a neutral and cost-effective means of resolving the dispute quickly. Accordingly, each party agrees that any claim or controversy arising out of or relating to this Agreement shall be resolved, in the first instance, by contacting the other party to the controversy directly to seek a resolution.

(b) If a dispute between the parties cannot be resolved by informal meeting and discussions within thirty (30) days after commencement thereof, the parties agree may agree to submit the dispute to mediation, but in no event are the parties precluded from proceeding in any other manner, including commencement of a legal proceeding.

10. Attorneys' Fees. Subject to Section 9, if any action is necessary to enforce the terms of this Agreement, each party shall be responsible for its own attorney's fees and costs.

11. General Provisions. **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota without regard to the conflict-of-laws rules of the State of North Dakota. **Severability, Headings**: If any provision herein is held to be invalid or

CredibleMind, Inc. | All Rights Reserved | Confidential and Proprietary.

unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. **No Hire.** Without the prior written consent of CM until twelve (12) months after the date the CM personnel were last involved in any activity related to the Agreement, Client agrees to refrain from employing, as a result of direct solicitation, or directly or indirectly soliciting the employment/engagement of CM's employees, agents, and subcontractors who have worked on the Agreement ("Personnel"). If Client is interested in hiring one or more of CM's Personnel, such interest will be discussed first with CM prior to discussing such an offer with the Personnel. In no event shall this provision apply with respect to Personnel of CM who are recruited in response to a solicitation made to the public. **Force Majeure**: If performance of a party's obligations is interfered with by any condition beyond such party's reasonable control, the affected party shall be excused from performance to the extent of such condition. The operation of CM's servers and the provision of the CM Platform and supporting services hereunder may be interfered with by numerous factors outside of CM's control. CM does not guarantee continuous, uninterrupted or secure provision of the CM Platform and supporting services, and Client acknowledges that the CM Platform and supporting services may be unavailable for sustained periods of time. Should the CM Platform and supporting services be unavailable to Client and Users due to force majeure for more than 10 days, and if CM does not restore service within 30 days thereafter, Client may terminate this Agreement and be entitled to a refund of the unearned prorated portion of the Annual License Fee paid for the then-current annual licensing period. **Independent Contractors:** CM and Client are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created hereunder. **Notice:** Any notices hereunder shall be given to the appropriate party at the address specified herein or at such other address, as the party shall specify in writing. Notice shall be deemed given: upon personal delivery; if sent by fax, upon confirmation of receipt; or if sent by certified mail, postage prepaid, three (3) days after the date of mailing. **Assignment:** This Agreement may not be assigned by either party without the express written consent of the other party. Notwithstanding the foregoing, CM may assign this Agreement and the provision of services hereunder, together with the rights and ownership of the CM Platform and associated intellectual property, to another party so long as such assignment is to an authorized partner of CM that agrees to be bound by the terms and conditions of this Agreement. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns (if assignment is properly made pursuant to this Agreement). **Announcement and Non-compete:** Upon signing of this Agreement the Parties shall jointly announce the business relationship in a manner mutually agreeable to both Parties, such as a press release or other similar form. During the term of this Agreement (including any renewal period(s) hereof), Client agrees that it will not develop, nor embed, link, co-brand or promote on its CM Platform implementation's website, any tools, products or services provided internally or by a third party, that are substantially competitive with or similar to CM's tools, products or services without giving to CM 90 days' prior written notice, which notice shall provide to CM the option of terminating this Agreement for Client's material breach. **Entire Agreement; Waiver:** This Agreement (including Exhibit A attached hereto) sets forth the entire agreement of the parties, and supersedes any and all oral or written agreements or understandings between them, as to the subject matter of this Agreement. It may be changed only in a writing signed by both parties. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. **Survival:** Sections 4 ("Termination"), 5 ("Limitation of Liability"), 6 ("Intellectual Property"), 8 ("Indemnity"), 9 ("Resolution of Disputes"), 10 ("Attorneys' Fees") and 11 ("General Provisions") shall survive any expiration or termination of this Agreement. **Counterparts:** This Agreement may be executed in one or more counterparts, by facsimile, by electronic signature, or otherwise, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. **Authority to Bind:** Each signatory represents that he/she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the party on whose behalf the signature is proffered. The parties agree that faxed and scanned copies of fully executed contracts are accepted as original and binding on the parties.

CredibleMind, Inc. | All Rights Reserved | Confidential and Proprietary.

CredibleMind

IN WITNESS WHEREOF, the parties hereto, having been duly authorized, execute this Agreement on the dates indicated:

For CredibleMind, Inc.

Print Name: Deryk Van Brunt

Title: CEO

Date: _____

30 Liberty Ship Way, Suite 3200
Sausalito, CA 94965

For City of Fargo, a North Dakota Municipal Corporation

Print Name: Dr. Timothy J. Mahoney, Mayor

Title: _____

Date: _____

Attest:

Steven Sprague, City Auditor

CredibleMind, Inc. | All Rights Reserved | Confidential and Proprietary.

CredibleMind

Exhibit A

Statement of Work for the CredibleMind Platform

CredibleMind, Inc. (CM) will make the CredibleMind Platform ("CM Platform") available to Fargo Cass Public Health (FCPH) as follows:

Implementation

Project Summary

The CM Platform is a Software as a Service (SaaS) tool delivered through a unique URL branded to FCPH. During implementation of the platform, FCPH and CM will work together to build a customized version for FCPH. FCPH will have access to the most recent version of the platform, including access to expert-reviewed resources for user mental health and well-being improvement, interactive assessments, and mental health and well-being topic write-ups. During the implementation, the FCPH project team will be trained in how to use the platform and how to engage their end-users.

Client Responsibilities

In the implementation phase, FCPH will be responsible for providing CM with the following:

- Logo to be placed on CM Platform
- Unique resources to be posted to CM Platform, including but not limited to organization benefit programs, wellness programs, and partner organizations
- Attend Kickoff Meeting
- Approve Site Branding and Design
- Participate in End-User Engagement strategy planning

Milestones

- Kickoff Meeting - Within 2 Weeks of contract signing
- Build, modify and design custom CM Platform - Within 2 weeks of Kickoff Meeting, upon receiving unique client resources
- Launch - Within 6 weeks of contract signing

Project Deliverable

At the end of the implementation, FCPH will have access to a co-branded version of the CM Platform.

Account Management and Support

CM will assign one Account Manager to work directly with FCPH. The Account Manager will be available during normal business hours.

CredibleMind, Inc. | All Rights Reserved | Confidential and Proprietary.

CredibleMind

Maintenance

The maintenance phase begins after launch of the CM Platform. During this phase, FCPH will continue to receive ongoing training and support to ensure successful adoption and usage of the platform by the target audience.

Reporting

After launch, FCPH will receive a report on site usage each quarter. The report will include information such as number of users and most frequently visited topics, trends, resource views and recommendations.

End-User Engagement

FCPH will be responsible for marketing and promoting the site among their intended users. CM will support these efforts with the following:

- Client newsletters with expert curated resources and content that can be shared by FCPH in their own communication channels
- CM-produced end-user engagement emails for all signed-up users
- Embeddable widgets to drive site traffic
- Up to two (2) posters or other pieces of collateral to be used for CM platform marketing with a limit of two (2) revisions per item.

Account Management

FCPH will work with a Customer Success Manager throughout the maintenance of their CM Platform. The Customer Success Manager will be available during normal business hours. Monthly account management time is limited up to 5 hours per month.

Service Level Agreement

CM guarantees the platform will be up and running 24/7/365 with 99.5% uptime outside of planned monthly service windows.

Payment Terms

Pricing

CredibleMind Platform for Fargo Cass Public Health.

Description	Fee
One-time Implementation	$1,000
Annual License	$17,000

CredibleMind, Inc. | All Rights Reserved | Confidential and Proprietary.

CredibleMind

Billing Schedule

1. The Implementation Fee of $1,000 and Year 1 Annual License Fee of $17,000 (total $18,000) shall be due upon contract signing.
2. The Year 2 Annual License Fees of $17,000 shall be due upon the annual anniversary of contract signing.
3. CM will provide an invoice to FCPH for all payments that become due. Payments are due within thirty (30) days. In the event of non-payment 60 days after receipt of invoice, the amount due will increase 1% per each month that the invoice is not paid.
4. FCPH has assigned the following as the billing contact for CM.

   Justin Bohrer
   Public Health Analyst & Operational Planning Lead
   1240 25th Street South, Fargo, ND 58103-2367
   o: 701.476.4110 | c: 701.793.2646
   JBohrer@FargoND.gov

Travel and Related Business Expenses

In-person meetings are available at request. Travel and related business expenses associated with in-person meetings must be pre-authorized by FCPH, and may then be reimbursed to CM.

CredibleMind, Inc. | All Rights Reserved | Confidential and Proprietary.

THE CITY OF Fargo FAR MORE

Fargo Cass Public Health
Prevent. Promote. Protect.

FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360
FargoCassPublicHealth.com

19

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: MARCH 7, 2023

RE: NOTICE OF GRANT AWARD AMENDMENT FOR ND DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR HIV CARE FORMULA GRANTS FOR THE RYAN WHITE PART B PROGRAM
NO: G21.644B CFDA: 93.917
FUNDS: $20,000
EXPIRES: 03/31/2023

The attached grant amendment from North Dakota Department of Health and Human Services is for funding the Ryan White Part B Program. This for an additional $20,000 to add to the previously awarded $275,000.

No budget adjustment is required for this grant.

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

Suggested Motion:
Move to approve the grant amendment for the Ryan White Part B Program.

DF/lls
Attachment

NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (09-2022)

Grant Number G21.644B	CFDA Name HIV Care Formula Grants		CFDA Number 93.917
FAIN Number X07HA00043	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 4/1/2022	Grant End Date 3/31/2023
Federal Award Date 03/03/2022	Federal Awarding Agency Health Resources Services Administration (HRSA)		

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

Title of Project/Program Ryan White Part B Program	North Dakota Department of Health and Human Services (NDDHHS) Project Code 2201 HLH 5433-03: $60,000 2201 HLH 5433-09: $235,000
Grantee Name Fargo Cass Public Health	Project Director Lindsey VanderBusch
Address 1240 25th St S	Address 600 East Boulevard Ave., Dept 325
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58505-0250
Contact Name Desi Fleming	Contact Name Lindsey VanderBusch
Telephone Number 701-241-1360	Telephone Number 701-328-4555
Email Address dfleming@fargond.gov	Email Address lvanderbusch@nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	$20,000	$0	$20,000
Previous Funds Awarded	$275,000	$0	$275,000
Total Funds Awarded	$295,000	$0	$295,000
Indirect Rate (Check One)	☐ Subrecipient waived indirect costs	☐ De minimis rate of 10%	☒ Negotiated/Approved rate of 10 %

Scope of Service
This amendment provides additional funding in the amount of $20,000 for the continued support of the Ryan White Part B Program as noted in the original agreement.

Reporting Requirements
All reporting requirements of the original agreement remain the same.

Special Conditions
All special conditions of the original agreement remain the same.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2021 to June 30, 2023 [Finance Use Only: ☐ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 03/07/2023	Signature Desi Fleming	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Lindsey VanderBusch, MPH, Unit Director Sexually Transmitted and Blood Borne Diseases	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, CIty of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Executive Director of Public Health	

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

THE CITY OF Fargo FAR MORE | HUMAN RESOURCES

HUMAN RESOURCES DEPARTMENT
Fargo City Hall
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1321 | Fax: 701.476.6707
FargoND.gov

20

To: Board of City Commissioners

From: Jill Minette, Director of Human Resources

Re: Deferred Compensation Plans - 457 Roth Options

Date: March 16, 2023

We would like to add two offerings for retirement savings with our current deferred compensation 457 providers as outlined below:

- MissionSquare (formerly ICMA) – add a Roth 457 option for post-tax savings
- Equitable - add a Roth 457 option for post-tax savings

Participation in a Roth 457 is entirely optional for employees and all contributions are made by employees with no employer contribution to these accounts.

With the addition of the Roth 457 to both MissionSquare and Equitable, all of our 457 plans will have a Roth 457 option.

RECOMMENDED MOTION: To approve the addition of the Roth 457 for MissionSquare and Equitable.

THE CITY OF Fargo FAR MORE | PUBLIC WORKS

FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

21

March 14, 2023

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

RE: RFP22037, Extend Contract for Lawn Maintenance Services with Valley Green and Associates

Commissioners:

On March 9, 2022, a total of five (5) proposals were received for the Request for Proposal for Lawn Maintenance Services (RFP22037). The contracted service performed mowing and lawn maintenance at various city lots for the 2022 mowing season.

A one-year contract was executed with Valley Green and Associates to perform the lawn maintenance. The conditions of the RFP allowed for extensions of the contract up to five (5) years. The contractor performed well during the initial contract. Public Works staff and the contractor would like to extend the contract one additional year. All terms and conditions of the contract will remain the same.

RECOMMENDATION:
RFP22037: I/we suggest motion to extend the contract for Lawn Maintenance Services with Valley Green and Associates for the 2023 mowing season under the original terms and conditions of RFP22037.

Respectfully submitted,

Paul Fiechtner
Services Manager
Fargo Public Works

SERVICES AGREEMENT

LAWN MAINTENANCE SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Valley Green and Associates (Contractor) to provide lawn maintenance services for the City. This agreement shall commence upon signing by both parties and expire on October 31, 2023. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for (4) additional one (1) year extensions.

II. Scope of Services

The contractor will perform the lawn maintenance services as set forth within this agreement. It will be up to the individual contractor's discretion to perform the services as weather conditions permit.

Lawn Maintenance Services: All grass shall be mowed on a weekly basis, or as directed. Grass will be maintained at a height of approximately three and one-half (3 ½) inches. Upon completion a mowed area shall be free of clumped grass, tire tracks or ruts from contractor's mowing equipment. Turf shall be cut in a professional manner as not to scalp turf or leave any areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any adjacent private properties or onto any paved surface such as streets, jogging trails, sidewalks or storm drain system. These surfaces should be swept/blown clean by the Contractor immediately after each mowing. Contractor shall pick up all litter before each mowing, which is subsidiary to the mowing bid, and remove same from site. If in the course of mowing, trash is overlooked and shredded by mowers, it should immediately be collected and disposed of properly by the contractor. If mowing is interrupted by inclement weather, the Contractor shall continue mowing at the same location on the next available mowing day. The Director of Operations has the authority to cancel or schedule mowing cycles on a week-to-week basis. Any cancellations will be based upon need, prevailing weather conditions and available funding.

Trimming: Contractor will trim all turf areas on a weekly basis or as directed in association with mowing cycle. All trimming shall be accomplished maintaining the three and one-half inches (3 ½") cutting height. All trimming must be performed concurrently with mowing operations. Turf shall be trimmed in a professional manner as not to scalp the grass or leave areas of uncut grass. All amenities (trees, poles, signs, etc.) shall be trimmed around. Special care shall be given in trimming around small trees. Care should be taken to prevent discharge of grass clippings onto any paved surface such as streets, parking lots, sidewalks, driveways or adjacent properties. Any material so discharged shall be removed immediately after trimming.

Weed Control: Contractor will perform two weed control applications of all properties during each season's term. The Contractor shall perform weed control spraying on City properties as designated (Spring, Pre-emergent Herbicide & Midsummer, Post-emergent Herbicide) Soil Sterilant may not be used unless directed by the City. It shall be the Contractor's responsibility to determine the most appropriate times of year to apply treatment within the confines of the general guidance provided above. The Contractor shall use the necessary equipment in order to accomplish the work in a satisfactory manner. The Contractor shall arrange operations so that the herbicides will not be distributed beyond the limit of property sprayed. The Contractor shall apply the herbicides using nozzles and pressure necessary for a proper application. The Contractor shall supply water for any chemical mixes developed for the purpose of spraying weed treatment. The materials used by the Contractor must be of such composition and of sufficient strength to kill weeds, but may not sterilize the soil. The chemicals used shall not be toxic or harmful in any manner to animals or human beings when used in prescribed manner. The materials used shall not harm desirable vegetation such as trees or turf. The materials used shall not be flammable or leave an oily residue that will discolor or leave a slippery film on sidewalks and curbs. The City may at any time during the spraying operation take samples to check materials being used. Upon request, the Contractor shall provide the City with information regarding chemicals applied to specified locations. In addition, the Contractor shall upon request provide the City with specimen labels of chemicals applied. Contractor shall furnish all labor, materials, equipment, permits, fees and insurance coverage for weed control applications.

Property Damage: Contractors will be notified by the Director of Operations of any property damage that occurs as a result of lawn maintenance services. Notification will be within 48 hours of Director of Operations becoming aware of such property damage. The contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the Contractor.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services render per mowing event as shown in the attached Exhibit B. All final invoices shall be submitted no later than December 1 of the contract year.

V. Termination of the Agreement

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

VI. Assignability

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

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

VIII. Contractor Records

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

IX. Monitoring and Evaluation

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

X. Independence of Recipient

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

XI. Conflict of Interest

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

XII. Entire Agreement

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 2/13/23

Valley Green and Associates

By: Nicole Seaberg

Its: Office Manager

Date: _____

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

_____

Dr. Timothy J. Mahoney, Mayor

ATTEST:

_____

Steve Sprague, City Auditor

Mowing List #2

EXHIBIT B

	Location		
	Harwood Groves		
1	801 Harwood Drive South		
2	707 Harwood Drive South	$15.00	$61.18
3	701 Harwood Drive South	$15.00	$61.18
4	619 Harwood Drive South	$15.00	$61.18
5	601 Harwood Drive South	$15.00	$61.18
6	517 Harwood Drive South	$15.00	$61.18
7	509 Harwood Drive South	$15.00	$61.18
8	502 Harwood Drive South	$15.00	$61.18
9	501 Harwood Drive South	$15.00	$61.18
10	437 Harwood Drive South	$15.00	$61.18
11	520 Hackberry Drive South	$15.00	$61.18
12	602 Hackberry Drive South	$15.00	$61.18
13	610 Hackberry Drive South	$15.00	$61.18
14	618 Hackberry Drive South	$15.00	$61.18
15	626 Hackberry Drive South	$15.00	$61.18
16	702 Hackberry Drive South	$15.00	$61.18
17	720 Hackberry Drive South	$15.00	$61.18
18	726 Hackberry Drive South	$15.00	$61.18
19	802 Hackberry Drive South	$15.00	$61.18
20	1100/1200 Block Harwood Drive (Islands/1 Total)	$15.00	$61.18
		$15.00	$61.18
		$300.00	**$1,223.60**
	Burrit-Kennedy Addition		
21	3506 River Drive South		
22	3512 River Drive South	$15.00	$55.52
23	3518 River Drive South	$15.00	$55.52
24	3524 River Drive South	$15.00	$55.52
25	3532 River Drive South	$15.00	$55.52
26	3538 River Drive South	$15.00	$55.52
27	3602 River Drive South	$15.00	$55.52
28	3610 River Drive South	$15.00	$55.52
29	3618 River Drive South	$15.00	$55.52
30	3626 River Drive South	$15.00	$55.52
31	3632 River Drive South	$15.00	$55.52
32	3638 River Drive South	$15.00	$55.52
33	3644 River Drive South	$15.00	$55.52
34	3650 River Drive South	$15.00	$55.52
35	3656 River Drive South	$15.00	$55.52
36	3662 River Drive South	$15.00	$55.52
37	3668 River Drive South	$15.00	$55.52
38	3674 River Drive South	$15.00	$55.52
39	3676 River Drive South	$15.00	$55.52
40	3680 River Drive South	$15.00	$55.52
41	3702 River Drive South	$15.00	$55.52
42	3714 River Drive South	$15.00	$55.52
43	3720 River Drive South	$15.00	$55.52
44	3726 River Drive South	$15.00	$55.52
45	3732 River Drive South	$15.00	$55.52
46	3738 River Drive South	$15.00	$55.52
47	3802 River Drive South	$15.00	$55.52
48	3808 River Drive South	$15.00	$55.52
49	3820 River Drive South	$15.00	$55.52
50	3830 River Drive South	$15.00	$55.52
51	3832 River Drive South	$15.00	$55.52
52	3838 River Drive South	$15.00	$55.52
53	3842 River Drive South	$15.00	$55.52
54	3902 River Drive South	$15.00	$55.52
55	3908 River Drive South	$15.00	$55.52
56	3914 River Drive South	$15.00	$55.52
57	3920 River Drive South	$15.00	$55.52
58	3926 River Drive South	$15.00	$55.52
59	1213 El Cano Drive South	$15.00	$55.52
		$15.00	$11.50
		$585.00	**$2,121.26**

University Drive, 32nd Ave - Rose Coulee

60	University Drive S. Center Islands (7 islands)	$100.00	$225.50
61	University Drive West Frontage Road (3 islands)	$55.00	$126.50
62	University Drive East Boulevard from 3534 to 40th Avenue	$40.00	$93.50
63	University Drive East Boulevard to East Property Line (3534 to 40th Avenue)	$80.00	$209.00
64	University Drive West Curb to West Property Line (37th Ave to 40th Avenue)	$100.00	$225.50
65	University Drive East Frontage Road to UDS Curb (47th Ave S to 49th Ave S)	$75.00	$203.50
		$450.00	$1,083.50

Rosewood Park Addition

66	4117 15th Street South	$15.00	$44.19
67	4120 15th Street South	$15.00	$44.19
68	4123 15th Street South	$15.00	$44.19
69	4126 15th Street South	$15.00	$44.19
70	4122 17th Street South	$15.00	$44.19
71	4123 17th Street South	$15.00	$44.19
72	4127 17th Street South	$15.00	$44.19
73	4128 17th Street South	$15.00	$44.19
74	1508 41st Avenue South	$15.00	$44.19
		$135.00	$397.71

Rose Creek 2nd Addition

75	2130 Sterling Rose Lane South	$15.00	$88.37
		$15.00	$88.37

Rose Creek 4th Addition

76	4609 Rose Creek Parkway South	$21.00	$52.12
77	4603 Rose Creek Parkway South	$21.00	$52.12
78	4602 Rose Creek Parkway South	$21.00	$52.12
		$63.00	$156.36

Oak Creek

79	4497 Oakcreek Drive South	$13.00	$49.85
80	4493 Oakcreek Drive South	$13.00	$49.85
81	4489 Oakcreek Drive South	$13.00	$49.85
82	4485 Oakcreek Drive South	$13.00	$49.85
83	4481 Oakcreek Drive South	$13.00	$49.85
84	4477 Oakcreek Drive South	$13.00	$49.85
85	4473 Oakcreek Drive South	$13.00	$49.85
86	4469 Oakcreek Drive South	$13.00	$49.85
87	4465 Oakcreek Drive South	$13.00	$49.85
88	4461 Oakcreek Drive South	$13.00	$49.85
89	4457 Oakcreek Drive South	$13.00	$49.85
90	4453 Oakcreek Drive South	$13.00	$49.85
91	4449 Oakcreek Drive South	$13.00	$49.85
		$169.00	$648.05

Coulee's Crossing

92	4603 25th Street South	$16.00	$58.70
93	4733 Douglas Drive South	$16.00	$58.70
94	4741 Douglas Drive South	$16.00	$58.70
95	4749 Douglas Drive South	$16.00	$58.70
96	4769 Douglas Drive South	$16.00	$58.70
97	2593 Rose Creek Parkway South	$16.00	$58.70
98	2596 Rose Creek Parkway South	$16.00	$58.70
		$112.00	$410.90

Copperfield Court

99	4003 Copperfield Court South	$23.00	$55.52
100	4009 Copperfield Court South	$23.00	$55.52
101	4015 Copperfield Court South	$23.00	$55.52
102	4021 Copperfield Court South	$23.00	$55.52
103	4027 Copperfield Court South	$23.00	$55.52
104	4033 Copperfield Court South	$23.00	$55.52
		$138.00	$333.12

Prairie Rose Addition

105	3173 40th Avenue South	$15.00	$23.79
106	3930 33rd Street South	$15.00	$23.79
107	3932 33rd Street South	$15.00	$23.79
108	3934 33rd Street South	$15.00	$23.79
109	3936 33rd Street South	$15.00	$23.79
110	3938 33rd Street South	$15.00	$23.79
111	3942 33rd Street South	$15.00	$23.79
112	3944 33rd Street South	$15.00	$23.79
113	3201 39th Avenue South	$15.00	$23.79
114	3204 39th Avenue South	$15.00	$23.79
115	3209 39th Avenue South	$15.00	$23.79
116	3210 39th Avenue South	$15.00	$23.79
117	3215 39th Avenue South	$15.00	$23.79
118	3221 39th Avenue South	$15.00	$23.79
119	3227 39th Avenue South	$15.00	$23.79
120	3233 39th Avenue South	$15.00	$23.79
121	3301 39th Avenue South	$15.00	$23.79
122	3305 39th Avenue South	$15.00	$23.79
123	3309 39th Avenue South	$15.00	$23.79
124	3311 39th Avenue South	$15.00	$23.79
125	3315 39th Avenue South	$15.00	$23.79
126	3321 39th Avenue South	$15.00	$23.79
127	3333 39th Avenue South	$15.00	$23.79
128	3339 39th Avenue South	$15.00	$23.79
129	3347 39th Avenue South	$15.00	$23.79
130	3355 39th Avenue South	$15.00	$23.79
131	3361 39th Avenue South	$15.00	$23.79
131	3365 39th Avenue South	$15.00	$23.79
132	3369 39th Avenue South	$15.00	$23.79
133	3373 39th Avenue South	$15.00	$23.79
134	3401 39th Avenue South	$15.00	$23.79
135	3405 39th Avenue South	$15.00	$23.79
136	3409 39th Avenue South	$15.00	$23.79
137	3415 39th Avenue South	$15.00	$23.79
138	3419 39th Avenue South	$15.00	$23.79
139	3423 39th Avenue South	$15.00	$23.79
140	3427 39th Avenue South	$15.00	$23.79
		$15.00	$23.79
		$555.00	**$880.23**

University Drive Rose Coulee - 52nd Ave

141	University Drive S. Center Islands (6 islands)	$35.00	$103.73
142	University Drive East Boulevard from 49th Ave - 52nd Ave	$25.00	$65.45
143	52nd Ave Center Islands from Red River - 25th Street (4 islands)	$30.00	$88.00
144	52nd Ave South Frontage Road/ South Boulevard from University Drive - 18th Street	$45.00	$196.35
145	52nd Ave South Boulevard/Area to Fence from 18th Street - 20th Street	$25.00	$67.38
146	25th Street Center Island between Rose Creek Blvd S - 52nd Avenue (1 island)	$25.00	$78.93
		$185.00	**$599.84**

River Vili

147	1136 55th Avenue South	$15.00	$37.39
148	1130 55th Avenue South	$15.00	$37.39
149	1124 55th Avenue South	$15.00	$37.39
150	1118 55th Avenue South	$15.00	$37.39
151	1112 55th Avenue South	$15.00	$37.39
152	1106 55th Avenue South	$15.00	$37.39
153	1100 55th Avenue South	$15.00	$37.39
154	5442 11th Street South	$15.00	$37.39
155	5436 11th Street South	$15.00	$37.39
156	5430 11th Street South	$15.00	$37.39
157	5424 11th Street South	$15.00	$37.39
158	5418 11th Street South	$15.00	$37.39
159	5412 11th Street South	$15.00	$37.39
160	5406 11th Street South	$15.00	$37.39
161	5400 11th Street South	$15.00	$37.39
162	University Drive from 52nd Avenue - 58th Avenue, Island and 2 Boulevards	$15.00	$37.39
		$15.00	$38.50
		$240.00	**$599.35**

	Chrisan 2nd		
163	1213 71st Avenue South	$30.00	$123.50
164	7005 South University Drive	$30.00	$123.50
165	7013 South University Drive	$30.00	$123.50
166	7305 University Drive S.	$46.35	$125.76
		$136.35	**$496.26**
	Maply Valley 2nd		
167	6375 31st Street S.	$65.00	$185.25
		$65.00	**$185.25**
	25th Street S., 58th Avenue - 64th Avenue		
168	25th Street S. West Frontage Road	$40.00	$173.64
		$40.00	**$173.64**
	40th Avenue S.		
169	South Boulevard 42nd Street - 45th Street	$90.00	$355.00
170	43rd Street 2 Islands and West Boulevard	$30.00	$83.60
171	4010 43rd Street S.	$35.00	$126.50
		$155.00	**$565.10**
	Osgood		
172	6636 40th Avenue S.	$40.00	$150.00
173	4001 66th Street S.	$40.00	$150.00
174	4002 66th Street S.	$40.00	$150.00
175	6000 40th Avenue S.	$40.00	$150.00
176	4251 Veterans Boulevard S.	$40.00	$150.00
177	4475 Veterans Boulevard S.	$40.00	$150.00
178	5650 44th Avenue S.	$40.00	$150.00
179	5697 44th Avenue S.	$40.00	$150.00
180	4104 55th Street S.	$40.00	$150.00
181	Veterans Blvd, 40th - 48th Ave(3 Islands)	$40.00	$150.00
182	40th Ave. S, Drain 27 - 63rd St. (6 Islands)	$40.00	$150.00
183	40th Ave. S, Drain 27 - 45th St. (3 Islands) - We did this one last year	$40.00	$150.00
184	4581 65th Street South	$40.00	$55.00
185	4551 Veterans Boulevard S.	$40.00	$55.00
		$40.00	$55.00
		$560.00	**$1,815.00**
	Veterans Boulevard S.		
186	48th Avenue to 52nd Avenue	$60.00	$100.00
187	36th Ave & Veterans	$25.00	$60.00
		$85.00	**$160.00**
	Mowing List #2 Total:	**$3,988.35**	**$11,937.54**

THE CITY OF Fargo FAR MORE | PUBLIC WORKS

FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

22

March 14, 2023

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

RE: RFP19075, Extend Contract for Landscape Maintenance Services with Valley Green and Associates

Commissioners:

On May 6, 2019, City Commission approved to contract for Landscape Maintenance Services in response to RFP19075. The contracted service maintains landscaping beds throughout the downtown area and along the floodwall.

A three-year contract was executed with Valley Green and Associates with the option to extend two additional years in one-year increments. The contractor has performed well during the initial three-year contract and one year extension. Public Works Staff and Valley Green and Associates would like to extend the contract one additional year. All terms and conditions of the contract will remain the same.

RECOMMENDATION:
RFP19075: I/we suggest motion to extend the contract for Landscape Maintenance Services with Valley Green and Associates for one additional year under the original terms and conditions of the contract.

Respectfully submitted,

Paul Fiechtner
Services Manager
Fargo Public Works

SERVICES AGREEMENT

LANDSCAPE MAINTENANCE SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Valley Green & Associates (Contractor) to provide landscape maintenance services for the City. This agreement shall commence upon signing by both parties and expire on October 31, 2023.

II. Scope of Services

The contractor will perform the landscape maintenance services as set forth within this agreement and as represented in "Exhibit A" attached hereto. It will be up to the individual contractor's discretion to perform the services as weather conditions permit.

Landscape Maintenance

- Maintain planting beds and mulch areas free of weeds.
- Initial Clean-up will include the application of a 2" layer of city provided mulch. Contractor shall be responsible for transportation of mulch from City Compost Site to designated areas. Loading of mulch at City Compost Site with be coordinated with Public Works Staff prior to day of need.
- Attempt to remove persistent perennial weeds by methods that will completely and permanently eliminate the weed. Contractor may utilize herbicides that are approved for and appropriate for use in the landscape setting. Take extreme care in the application of herbicides not to damage adjacent plant materials including trees, shrubs, perennials and lawn. Hand weeding may be necessary/justified at times.
- Consider application of a pre-emergent herbicide 'Preen for Perennials' or approved equal in spring to planting bed areas.
  Planting bed(s) to be policed for trash, debris, and all material shall be hauled from site and properly disposed of.

Turf Maintenance

- Turf shall be maintained at a height of approximately three and one-half (3 ½) inches.
- Turf shall be cut in a professional manner as not to scalp turf or leave any areas of uncut grass.
- Care shall be taken to prevent discharge of grass clippings onto any adjacent private properties or onto any paved surface such as streets, jogging trails, sidewalks or storm drain system. All Hard surfaces should be swept/blown clean by the Contractor immediately after each mowing.
- Contractor shall pick up all litter before each mowing, which is subsidiary to the mowing bid, and remove same from site. If in the course of mowing, trash is overlooked and shredded by mowers, it should immediately be collected and disposed of properly by the contractor.

- All trimming shall be accomplished maintaining the three and one-half inches (3 ½") cutting height. All trimming must be performed concurrently with mowing operations

Prairie Restoration

- Prairie Restoration areas are to be policed for trash, debris, and all material shall be hauled from site and properly disposed of.

Sidewalks and Stamped Concrete

- Attempt to remove persistent perennial weeds by methods that will completely and permanently eliminate the weed. Contractor may utilize herbicides that are approved for and appropriate for use.
- Sidewalks and Stamped Concrete to be policed for trash, debris, and all material shall be hauled from site and properly disposed of.

Property Damage: Contractors will be notified by the Director of Operations of any property damage that occurs as a result of lawn maintenance services. Notification will be within 48 hours of Director of Operations becoming aware of such property damage. The contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the Contractor.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services render per activity as shown in the attached Exhibit B. All final invoices shall be submitted no later than December 1 of the contract year.

V. Termination of the Agreement

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

VI. Assignability

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

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services

are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

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

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

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

XII. **Entire Agreement**
The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this Agreement.

Date: 2/27/23

Valley Green & Associates

By: Nicole Seaberg

Its: Office Manager

Date: _____

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

_____

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

ATTEST:

_____

Steve Sprague, City Auditor

Exhibit A

Flood Wall I	**Initial Clean Up:**	**Initial Clean-up shall be completed prior to May 24th, and consist of the following**	
Dog Side of Flood Wall 2nd Street N 1st Avenue - 5th Avenue		Area 1) Landscape Beds	Remove & haul away all weeds and debris from landscape beds Prune and deadhead all trees, shrubs, bushes and flowers Remove all litter Define / edging all landscaped beds Apply 2" layer of City provided mulch in all areas where mulch is currently located *(City of Fargo mulch is available at the compost site at no cost to the contractor)*
		Area 2) Turf Mowing	Mow and edge all area where turf has been planted Remove all litter
		Area 3) Prairie Restoration	Remove all litter
		Area 4) Sidewalks and Stamped Concrete	Maintain Sidewalk, Stamped Concrete, Curb and Gutters free of all vegetation Remove all Litter Spray with herbicide
	Regular Service:	**Site visits will occur every two weeks from May 24th to end-of-October**	
		Area 2) Landscape Beds	Maintain trees, shrubs, bushes, flowers and bedding in a healthy growing condition by weeding, deadheading and pruning Remove all litter
		Area 2) Turf Mowing	Mow and edge all area where turf has been planted Remove all litter
		Area 3) Prairie Restoration	Remove all litter
		Area 4) Sidewalks and Stamped Concrete	Maintain Sidewalk, Stamped Concrete, Curb and Gutters free of all vegetation Remove all Litter Re-apply Herbicide as necessary
Flood Wall II	**Initial Clean Up:**	**Initial Clean-up shall be completed prior to May 24th, and consist of the following**	
West Side of Flood Wall 101 2nd Street S		Area 1) Landscape Beds	Remove & haul away all weeds and debris from landscape beds Prune and deadhead all shrubs, bushes and flowers Remove all litter Apply 2" layer of city provided mulch in all areas where mulch is current y located *(City of Fargo mulch is available at the compost site at no cost to the contractor)*
	Regular Service:	**Site visits will occur every two weeks from May 24th to end-of-October**	
		Area 1) Landscape Beds	Maintain shrubs, bushes, flowers and bedding in a healthy growing condition by weeding deadheading and pruning Remove all litter
Planting Beds I	**Initial Clean Up:**	**Initial Clean-up shall be completed prior to May 24th, and consist of the following**	
8th Avenue Riverside Drive - 10th Street (Eight Beds)		Area 1) Landscape Beds	Remove & haul away all weeds and debris from landscape beds Prune and deadhead all shrubs, bushes and flowers Remove all litter Apply 2" layer of city provided mulch in all areas where mulch is currently located *(City of Fargo mulch is available at the compost site at no cost to the contractor)*
	Regular Service:	**Site visits will occur monthly from May 24th to end-of-October**	
		Area 1) Landscape Beds	Maintain shrubs, bushes, flowers and bedding in a healthy growing condition by weeding and pruning Remove all litter
Planting Beds II	**Initial Clean Up:**	**Initial Clean-up shall be completed prior to May 24th, and consist of the following**	
Intersection of 2nd Avenue N & Roberts Street (Eight Beds)		Area 1) Landscape Beds	Remove & haul away all weeds and debris from landscape beds Prune and deadhead all shrubs, bushes and flowers Remove all litter Apply 2" layer of city provided mulch in all areas where mulch is currently located *(City of Fargo mulch is available at the compost site at no cost to the contractor)*
	Regular Service:	**Site visits will occur monthly from May 24th to end-of-October**	
		Area 1) Landscape Beds	Maintain shrubs, bushes, flowers and bedding in a healthy growing condition by weeding and pruning Remove all litter

EXHIBIT B

Landcape Maintenance Services

SITE	LOCATION	AREA	CONTRACTOR	
INITIAL CLEAN-UP			Valley Green	
Flood Wall I	Area #1	Landscape Beds	$	2,500.00
Flood Wall I	Area #2	Turf Mowing	$	200.00
Flood Wall I	Area #3	Prairie Restoration	$	200.00
Flood Wall I	Area #4	Sidewalks/Stamped	$	200.00
Flood Wall II	Area #1	Landscape Beds	$	1,300.00
Planting Beds I	Area #1	Landscape Beds	$	500.00
Planting Beds II	Area #1	Landscape Beds	$	500.00
BI-MONTHLY				
Flood Wall I	Area #1	Landscape Beds	$	300.00
Flood Wall I	Area #2	Turf Mowing	$	50.00
Flood Wall I	Area #3	Prairie Restoration	$	50.00
Flood Wall I	Area #4	Sidewalks/Stamped	$	50.00
Flood Wall II	Area #1	Landscape Beds	$	150.00
MONTHLY				
Planting Beds I	Area #1	Landscape Beds	$	70.00
Planting Beds II	Area #1	Landscape Beds	$	70.00
		TOTAL:	$	**6,140.00**

THE CITY OF Fargo FAR MORE | PUBLIC WORKS

FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

March 14, 2023

23

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

RE: RFP19018, Extend Contract for Concrete Utility Cut Repairs with Q3 Contracting Inc.

Commissioners:

On May 6, 2019, City Commission approved to contract for Concrete Utility Cut Repairs in response to RFP19018. The contracted service makes concrete repairs to roadways, sidewalks, and driveways in locations the Mains & Hydrants Department has made excavations for water main infrastructure repairs. The contracted service allows for an expedited repair of these locations.

A three-year contract was executed with Q3 Contracting Inc. with the option to extend two additional years in one-year increments. The contractor has performed well the last four years and the current contract will expire on June 30, 2023. Public Works Staff and Q3 Contracting Inc. would like to extend the contract one additional year for the final year.

Q3 Contracting Inc. has requested a price adjustment to match labor and material cost increases. The contractor requested a total increase of 5.0% made up of labor union wage increases and material cost increases. The updated pricing will remain in effect through June 30, 2024. All other terms and conditions of the contract will remain the same.

RECOMMENDATION:
RFP19018: I/we suggest motion to extend contract for Concrete Utility Cut Repairs with Q3 Contracting Inc. for one additional year under the original terms and updated price units shown in the contract.

Respectfully submitted,

Paul Fiechtner
Services Manager
Fargo Public Works

SERVICES AGREEMENT
CONCRETE UTILITY CUTS RESTORATION

I. Agreement

This Agreement is between the City of Fargo, a North Dakota municipal corporation ("City") and Q3 Contracting, Inc., a Minnesota corporation ("Contractor") to provide repairs to concrete utility cuts, in the street, driveways and sidewalk. This Agreement shall commence on July 1, 2023 and expire on June 30, 2024.

The contract documents that comprise the entire agreement between City and Contractor include this Agreement, Task Orders, Insurance Certificates, the Request for Proposals, the Contractor Proposal, change orders, and other amendments as agreed to by the parties. All contract documents described are a part of this Agreement though they may not be attached to this Agreement or repeated herein.

II. Scope of Services

Contractor will perform restoration of concrete utility cuts for the Public Works Department. This involves work on sidewalk, streets and driveways.

Location of Cuts

Contractor will be assigned a list of addresses and sizes of the utility cuts. Contractor shall complete all locates and secure a One-Call Ticket in advance of any excavation activity. Contractor agrees to notify City inspectors as part of the restoration process, and shall secure such excavation permit as necessary in accordance with Fargo Municipal Code §18-0903.

Marking

Prior to work, Public Works personnel will paint out the area of the utility cut to be removed and replaced. Contractor shall not work beyond the designated area without express permission from Public Works personnel.

Timeframe

Contractor will be required to complete all utility cuts from the previous winter as specified by Public Works by June 30. The list will be given to Contractor no later than May 1st of the current year. Work can begin in the spring once the road restrictions have been removed.

Safety

All utility restoration services will be conducted in a safe manner, with care given to the safety of the general public. This includes having all equipment outfitted with the proper lighting devices so as to be visible while operating. Contractor shall be responsible for barricading the excavation in conformance with the Manual on Uniform Traffic Control Devices, and take such other precautions as are required by Fargo Municipal Code §18-0907.

Property Damage

Contractor will be solely and wholly responsible for any damage to property caused by Contractor's excavation activities. Contractor will repair, to the satisfaction of the Public Works Department, any damaged property in a timely manner in the spring season after the terms of this Agreement. Property damage includes but is not limited to damage to homeowner turf, sprinkler systems, fences, etc. as a result of utility restoration services. Public Works shall endeavor to notify Contractor of any damages within a reasonable time of notice or detection.

III. Responsibility of the City

City shall oversee the execution of this Agreement and disbursing of funds.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services rendered per Square foot or linear foot as shown in the attached Exhibit A. All final invoices shall be submitted no later than November 1 of the contract year.

V. Termination of the Agreement

This Agreement 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 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 Agreement. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of Contractor during the term of this Agreement. Contractor shall secure and maintain the insurance coverages as stated in the Request for Proposal, made a part of this agreement, naming the City as an additional insured. A copy of the Certificate of Insurance shall be provided to City in advance of any excavation activities pursuant to this Agreement.

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 its 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. Force Majeure

Neither party shall be liable for damages or deemed in default of this Agreement and any Authorization for Services hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.

XIII. Severability

Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

XIV. Governing Law

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

XV. Dispute Resolution

Contractor and City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution procedure. Nothing prevents the parties from pursuing litigation in the appropriate State or Federal court.

IN WITNESS WHEREOF, the undersigned enter into this Agreement.

Date: 2-28-23

Q3 Contracting, Inc., a Minnesota Corporation

By: Jon Moulton

Its: SR VP

Date: _____

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

_____

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

ATTEST:

_____

Steve Sprague, City Auditor

EXHIBIT A

Item 1 (ADA Truncated Domes)		
Q3 Contracting Inc.	$	**74.53 SF**
Item 2 (Concrete Pavement Repair)		
Q3 Contracting Inc.	$	**13.68 SF**
Item 3 (Concrete Sawing)		
Q3 Contracting Inc.	$	**8.34 LF**
Item 4 (Curb and Gutter Repair)		
Q3 Contracting Inc.	$	**45.11 LF**
Item 5 (Concrete Sidewalk Replacement)		
Q3 Contracting Inc.	$	**9.90 SF**
Item 6 (Concrete Driveway Repair)		
Q3 Contracting Inc.	$	**12.29 SF**
Item 7 (Concrete Removals)		
Q3 Contracting Inc.	$	**5.57 SF**

CITY OF Fargo

Metropolitan Area Transit
650 23rd Street N
Fargo, ND 58102
Phone: 701-241-8140
Fax: 701-241-8558

24

March 14, 2023

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

Dear Commissioners:

The City of Fargo Transit Department respectfully requests approval of the attached First Amendment to the Contract with Sentry Security to provide additional security services for the City of Fargo's Transit Department at the West Acres Mall transit hub. This will be in addition to the current security services that Sentry Security provides at the Ground Transportation Center.

The City of Fargo's Transit Department has a five-year contract with Sentry Security to provide security and courier services. At this time staff is requesting an amendment to the contract to include additional security services for the West Acres Mall transit hub. The attached First Amendment has the total hours and hourly rate. The original contract with Sentry Security is also included.

Requested motion: Approve attached First Amendment to the Sentry Security and City of Fargo contract to provide security services at the West Acres Mall transit hub.

Sincerely,

Cole Swingen, Assistant Transit Director
City of Fargo

/attachment

THE CITY OF Fargo FAR MORE

FIRST AMENDMENT TO

CONTRACT FOR SERVICES
BETWEEN

CITY OF FARGO
and
SENTRY SECURITY, INC

This Amendment is made an entered into effect on the 3rd day of April, 2023, by and between the CITY OF FARGO, NORTH DAKOTA, a North Dakota Municipal Corporation hereinafter referred to as "City" and SENTRY SECURITY, INC. a North Dakota Corporation, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the City and Contractor entered into a Contract for Services dated June 15, 2020 ("Contract"), which remains in force and effect;

WHEREAS, the City has determined that it requires additional private security services for the West Acres Transit Bus Hub;

WHEREAS, Contractor has represented that it has the necessary expertise and personnel and is qualified to perform such additional services; and

WHEREAS, the City and Contractor consent to amendment of the Contract to provide for such additional services as contained herein.

NOW, THEREFORE, for good and valuable consideration fully acknowledge, the parties mutually understand and agree to amend the Contract as follows:

1. The following provisions are added to ARTICLE 1 of the Contract:

1.6 West Acres Transit Bus Hub – Patrols
- 1.6.1 Schedule
  - 1.6.1.1 Monday to Saturday - Patrol
  - 1.6.1.2 Schedule: 10:00am to 10:00pm
- 1.6.2 Security guards will act in conformance with generally accepted industry standards and practice in the security services industry with regard to the following:
  - 1.6.2.1 Complaint Incident Report Forms each time the security guard has contact with a passenger requiring the passenger to leave the premises.
  - 1.6.2.2 Use of cell phone is prohibited for personal use, unless used for emergency purposes.
  - 1.6.2.3 Be vigilant of upset/angry passengers at the counter or on the premises and diffuse the situation.

2. The following provision is added to ARTICLE 2 of the Contract:

2.1.6 $34.27 per hour, for services in ARTICLE 1.6

THE CITY OF Fargo FAR MORE

3. The following provision is added to ARTICLE 2.2 of the Contract:

ARTICLE	Frequency	Weekly Hours	Annual Weeks	Total Hours	Rate	Annual Cost
1.6	Monday-Saturday	72	52	3,744	$34.27	$128,306.88

4. The parties hereby agree the rate for services provided in ARTICLE 1.6 are subject to the annual 5% increase provided by ARTICLE 2.3, with the increase beginning February 1, 2024.

5. Except as modified or amended herein, all other terms and conditions of the Contract shall remain unchanged, and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

Sentry Security, Inc.
(CONTRACTOR)

Steven Gaber | President / CEO

The City of Fargo, North Dakota
(CITY)

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

Steven Sprague | City Auditor

THE CITY OF Fargo FAR MORE

June 10, 2020

23

APPROVED BY THE BOARD OF CITY COMMISSIONERS
6-15-2020

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

Dear Commissioners:

The City of Fargo Transit Department (MATBUS) has been in contract negotiations with Sentry Security for the past few months. Between our attorney, Nancy Morris, and Sentry Security's attorney we have finalized the security contract for the Ground Transportation Center (GTC). The attached contract has been reviewed by Nancy Morris and is ready for execution. The contract runs from 2020 to December 2024.

Recommended motion is to approve the attached contract.

Sincerely,

Matthew Peterson

Matthew G. Peterson
Assistant Transit Director
City of Fargo

/enc

CONTRACT FOR SERVICES
BETWEEN

CITY OF FARGO
and
SENTRY SECURITY, INC

This agreement is made an entered into effect on the 15 day of June, 2020, by and between the CITY OF FARGO, NORTH DAKOTA, a North Dakota Municipal Corporation hereinafter referred to as "City" and SENTRY SECURITY, INC. a North Dakota Corporation, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the City has determined that it requires private security services ("Guard") for its Ground Transportation Center (GTC), and courier services for its various locations; and

WHEREAS, Contractor has represented that it has the necessary expertise and personnel and is qualified to perform such services.

NOW, THEREFORE, for good and valuable consideration fully acknowledge, the parties mutually understand and agreed as follows:

ARTICLE 1: SCOPE OF WORK

Contractor agrees to provide the following services in a professional and workmanlike manner, in accordance with generally accepted industry standards and practice in the security services industry.

1.1 GTC Patrols
- 1.1.1 Schedule
  - 1.1.1.1 Monday to Saturday - Patrol
  - 1.1.1.2 Schedule: 6:00 p.m. to midnight. Administrative Duties (8 hours per week).
- 1.1.2 Security guards will act in conformance with generally accepted industry standards and practice in the security services industry with regard to the following:
- 1.1.3 1.1.2.1 Sign in and sign out with the GTC dispatcher upon arrival to obtain a handheld radio and return the radio on departure.
  1.1.2.2 Complete Incident Report Forms each time the security guard has contact with a passenger requiring the passenger to leave the premises.
  1.1.2.3 Conduct foot patrols inside and outside of the GTC throughout the shift, including the hallway leading to the stairway, the stairway leading down to the underground parking and the elevator leading down to the underground parking area.
  1.1.2.4 Use of cell phone is prohibited for personal use, unless used for emergency purposes.
  1.1.2.5 Be vigilant of upset/angry passengers at the counter or on the premises and diffuse the situation.

1.1.2.6 The evening security guard will check all exterior and interior doors at the end of their shift at midnight, including all GTC offices not in use during business hours are secured (road supervisors' office, conference room, etc.).
1.1.2.7 Enforce the "No Smoking" policy throughout all GTC premises and grounds.
1.1.2.8 Familiarize himself or herself with the bus route/route maps to have a broad idea of the transit system.
1.1.2.9 Enforce the no loitering policy, including the policy that passengers not remain in the facility longer than one hour while waiting to board the next bus.
1.1.2.10 Discourage individuals from panhandling and/or harassing other customers.
1.1.2.11 Assist, and work with staff to minimize, people traversing the lot (especially the east driveway) to reach the buses; this includes people walking, biking, driving, etc.
1.1.2.12 Patrol at each bus release/departure to prevent people from attempting to board the buses after they have been released and are exiting the lot.

1.2 Currency Exchange and GTC Deposits – Guards shall transport GTC receipts/currency to City's Depository Institution.
1.2.1 Daily, (Monday through Friday), large denominational currency will be transported from the GTC to the City's Depository Institution in Fargo, to exchange the currency for smaller denominational currency. When the large denomination currency is transported to the City's Depository Institution in Fargo, Guards will then transport smaller currency/coinage back to the GTC dispatchers. Guards will use reasonable efforts to deliver the smaller denominational currency within 30 minutes of taking the larger denomination from the GTC.
1.2.2 Daily, (Monday through Friday) the Contractor will transport a locked bag of currency and coinage to the City's Depository Institution.
1.3 Courier Services from the Metro Transit Garage (MTG)
1.3.1 On Tuesday of each week, the Contractor will arrive at the Metro Transit Garage ("MTG"), within a timeframe specified by the City, to transport several sealed bags of farebox currency and coinage from the MTG to the City's depository Institution.
1.3.2 Approximately 15 minutes prior to arrival at the MTG, the security officer is required to contact the designated City staff member to allow him or her to prepare for the officer's arrival.
1.4 Courier Services for Paratransit Deposits
1.4.1 On Friday of each week, the Contractor will arrive at the MTG, within a timeframe specified by the City, to transport sealed/locked bag(s) of Paratransit revenue from the MTG to the City's depository institution.
1.5 Jefferson Safe Haven Security Services
1.5.1 During inclement weather, Jefferson Lines, a tenant of the City at the GTC, may require overnight security services from 11:00pm to 5:00am. In that event Contractor will be requested to provide those security services from 11:00 p.m. to 5:00 a.m. This request will be made through designated City personnel and Contractor will bill the additional service separately from other security services.

ARTICLE 2: PAYMENT

2.1 CITY agrees to pay CONTRACTOR the following amounts:
2.1.1 $29.80 per hour, for services in ARTICLE 1.1

2.1.2 $34.05 per hour, for services in ARTICLE 1.2
2.1.3 $24.32 per hour, for services in ARTICLE 1.3
2.1.4 $24.32 per hour, for services in ARTICLE 1.4
2.1.5 $29.80 per hour, for services in ARTICLE 1.5

2.2 Expected total hourly breakdown for each service:

ARTICLE	Frequency	Weekly Hours	Annual Weeks	Total Hours	Rate	Annual Cost
1.1	Weekly	44	52	2,288	$29.80	$68,182.40
1.2	Daily	5	52	260	$34.05	$8,853.00
1.3	Tuesday	1	52	52	$24.32	$1,264.64
1.4	Friday	1	52	52	$24.32	$1,264.64
				YEAR 1 ANNUAL TOTAL for Transit:		$79,564.68

1.5	as needed	as needed	52		$29.80	

2.3 CITY agrees to an annual 5% increase to each rate listed in table ARTICLE 2.2

ARTICLE 3: CONTRACT DURATION

3.1 The length of this contract shall be for 60 months (5 calendar years) commencing on February 1, 2020 and ending on January 31, 2025.

ARTICLE 4: INSURANCE

4.1 Contractor shall keep in force, during the terms of operation covered by this contract, North Dakota Worker's Compensation and Employer Liability Insurance and applicable Unemployment Insurances provided more fully below.
4.1.1 Contractor shall maintain North Dakota Worker's Compensation at the limits established by the State of North Dakota. All deductible payments are the responsibility of Contractor.
4.1.2 Contractor shall be required to obtain and keep in force during the terms of operation covered by this contract an Employment Practices Liability Insurance (EPLI) policy in the minimum amount of One Million Dollars per person and Two Million Dollars in the aggregate. EPLI is intended to cover liability for actions of the security guards. City must be listed as an additional insured on Contractor's EPLI policy.
4.1.3 Each policy of insurance shall contain the following clauses: "It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the City of Fargo shall have received written notice of such cancellation or reduction by certified mail."
4.2 Contractor shall keep in force General Liability Insurance of not less than $1,000,000.
4.3 Contractor shall keep in force Automobile Liability Insurance of not less than $500,000.

THE CITY OF Fargo FAR MORE

ARTICLE 5: TERMINATION

5.1.1 Except as may otherwise be allowed in sections 5.1.2 and 5.1.3, either party may terminate this contract upon thirty (30) days written notice if (a) the other party commits a material breach of the agreement and (b) fails to cure such breach within thirty (30) days after receipt of the written notice of breach.

5.1.2 The City reserves the right to cancel this contract for cause or convenience upon written notice to the Contractor. Cause for cancellation will be documented failure(s) of the Contractor to provide services in the quantity and/or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the Contractor without additional harm to the participants or the City.

5.1.3 The City may cancel or reduce the amount of service to be rendered if there is, in the opinion of the City, a significant increase in local costs, significant reduction in transit services; or, in the opinion of the City, insufficient state or federal funding available for the service, thereby terminating the contract or reducing the compensation to be paid under the contract. In such event, the City will notify Contractor in writing ninety (90) days in advance of the date such actions are to be implemented.

ARTICLE 6: GOVERNING LAW

6.1.1 This Agreement will be governed by the laws of the State of North Dakota, and any action thereon shall be venued in Cass County, ND.

6.1.2 The parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions. Further, the parties agree that this Agreement, including Attachment A – Federal Clauses, is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

ARTICLE 7: INDEMNIFICATION

7.1.1 Sentry Security shall be liable to Customer for any damages proximately caused by Sentry Security's negligence, breach of statutory duty, or breach of this contract.

ARTICLE 8: SEVERABILITY

8.1.1 If any provision or provisions of this Agreement shall be held to be invalid, illegal, or non-enforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

THE CITY OF Fargo FAR MORE

ARTICLE 9: FEDERAL CLAUSES

9.1.1 See Attachment A – Federal Clauses

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year fist above written.

Sentry Security, Inc.
(CONTRACTOR)

Steven Gaber | President / CEO

The City of Fargo, North Dakota
(CITY)

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

Attest:

Steven Sprague | City Auditor

THE CITY OF Fargo FAR MORE

Certification Regarding Debarment, Suspension & Other Responsibility Matters

Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this certification.

CONTRACTOR CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Sentry Security, Inc.
(CONTRACTOR)

Steven Gaber | President / CEO

By entering into a sale with the City of Fargo, ND, and/or the City of Moorhead, MN, doing business as MATBUS, the supplier is agreeing to be bound by the following federal clauses and certifications as applicable:

X 1. **No Government Obligation to Third Parties:** *Applies to all third party contracts that are federally funded.*

a) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

X 2. **Program Fraud & False or Fraudulent Statements & Related Acts:** *Applies to all third party contracts that are federally funded.*

a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.

c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

X 3. **Access to Records and Reports:** *Applies to all contracts funded in whole or in part with FTA funds.*

a) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases,

subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

X 4. **Federal Changes:** *Applies to all contracts.*

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, and they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

X 5. **Civil Rights and Equal Opportunity**: *Applies to all contracts.*

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

a) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42

U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

X 6. **Termination Provisions:** *Applies to all contracts in excess of $10,000. Those contracts must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.*

a) The CITY reserves the right to cancel any contract for cause upon written notice to the Contractor. Cause for cancellation will be documented failure(s) of the contractor to provide services in the quantity and/or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the Contractor without additional harm to the participants or the CITY.

b) The CITY may cancel or reduce the amount of service to be rendered if there is, in the opinion of the City Council, a significant increase in local costs; or, in the opinion of the City Council, insufficient state or federal funding available for the service, thereby terminating the contract or reducing the compensation to be paid under the contract. In such event, the CITY will notify Contractor in writing ninety (90) days in advance of the date such actions are to be implemented.

CONTRACTOR is hereby notified that the CITY Transit system pursuant to this agreement is dependent upon the necessary receipt of local, state and federal funding.

In the event of any termination, the CITY shall pay the agreed rate only for services delivered up to the date of termination. The CITY has no obligation to Contractor, of any kind, after the date of termination. Contractor shall deliver all records, equipment and materials to the CITY within 24 hours of the date of termination.

X 7. **Disadvantaged and Small Business Enterprise:** *Applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding $250,000 in FTA funds in a Federal fiscal year.*

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

a) Withholding monthly progress payments;
b) Assessing sanctions;
c) Liquidated damages; and/or
d) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days (payment required within10 days or paying interest at 1 ½ percent per Minnesota State Statute 471.425 subd. 4a) from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

In connection with the performance of this service, the Contractor will cooperate with the CITY in the utilization of disadvantaged business enterprises including women-owned business enterprises for the duration of the contract and will use its best efforts to insure that disadvantaged business enterprises have the maximum practicable opportunity to compete for subcontract work. In order to insure that a fair proportion of the purchases of supplies and services is placed with disadvantaged business enterprises, the Contractor agrees to take affirmative action to identify disadvantaged business firms, solicit bids or quotations from them for supplies and services related to this proposal.

The Contractor agrees to meet any goals established by CITY for purchases pertaining to this Contract to the best of the Contractor's ability and will provide the CITY with the necessary certification and records for reporting purposes. When the majority of the contract is labor,

which is not a contracting opportunity, DBE goals will not be set but Contractors are encouraged to use DBE businesses.

The CONTRACTOR will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor must promptly notify the CITY whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the CITY.

Fostering Small Business Participation
The CITY has established a small business element to its DBE program, pursuant to 49 CFR 26.39. This program aims to provide opportunities and foster small business enterprises (SBE)/participation in contracting with the CITY. This program is race- and gender- neutral, however SBEs can also count towards DBE goals.

X 8. **Incorporation of FTA Terms:** *Applies to all contracts.*
The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CITY requests which would cause the CITY to be in violation of the FTA terms and conditions.

X 9. **Debarment, Suspension, Ineligibility and Voluntary Exclusion:** *Applies to contracts in an amount expected to equal or exceed $25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.*

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate

in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

_____ 10. **Buy America:** *Applies to projects that involve the purchase of more than $150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project.*

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

X 11. **Breach of Contract and Dispute Resolution:** *Applies to all contracts in excess of the Simplified Acquisition Threshold (currently set at $150,000) and those contracts shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.*

a) Disputes will be presented in writing to the appropriate City personnel – in Fargo, the Fargo Transit Director, in Moorhead, the Moorhead Transit Manager. City personnel and the Contractor will attempt to resolve any dispute arising in the performance of the Contract.

Fargo: If the Transit Director and Contractor cannot resolve the dispute, the issue will be presented in writing to the Fargo City Administrator within ten [10] working days of dispute. If the dispute cannot be resolved by the City Administrator, it will be submitted in writing within ten [10] working days of the Fargo City Administrator's decision to the Fargo City Commission – it is the sole responsibility of the Contractor to schedule a

hearing with the Fargo City Commission. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at the hearing.

Moorhead: If the Transit Manager and Contractor cannot resolve the dispute, the issue will be presented in writing to the Moorhead City Manager within ten [10] working days of the dispute. If the dispute cannot be resolved by the City Manager, it will be submitted in writing within ten [10] working days of the Moorhead City Manager's decision to the Moorhead City Council – it is the sole responsibility of the Contractor to schedule a hearing with the Moorhead City Council. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at the hearing.

The decision of the Fargo City Commission or Moorhead City Council shall be binding upon the Contractor and the Contractor shall abide by the decision.

b) Unless otherwise directed by the Cities of Fargo/Moorhead, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
c) Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
d) Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Cities of Fargo and/or Moorhead and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the applicable state.

X 12. **Lobbying Restrictions:** *Applies to all contracts and subcontracts of $100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.*

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

The undersigned certifies *(Note: A separate certification will be required to be signed if the contract meets this criteria),* to the best of his or her knowledge and belief, that:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ 13. **Clean Air and Federal Water Pollution Control Act:** *Applies to each contract and subcontract exceeding $150,000. The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.*

The Contractor agrees:

a) It will not use any violating facilities;
b) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
c) It will report violations of use of prohibited facilities to FTA; and
d) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

X 14. **Contract Work Hours & Safety Standards Act:** *Applies to all FTA funded contracts in excess of $100,000 that involve the employment of mechanics or laborers.*
Certain employee protections apply to all FTA funded contracts with particular emphasis on construction related projects. The recipient will ensure that each third party contractor complies with all federal laws, regulations, and requirements, including:

a) Contract Work Hours and Safety Standards
i. Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701-3708; and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and A-38
ii. U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.

a) For construction contracts:

i. For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part

5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

ii. In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

iii. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

iv. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

b) For Awards Not Involving Construction

i. The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

ii. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the

contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

iii. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

iv. The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

X 15. **Transit Employee Protective Arrangements:** *Applies to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.*

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

a) U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

b) Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

c) Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

_____ 16. **Charter Service:** *Applies to contracts for operating public transportation service.*

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

a) Federal transit laws, specifically 49 U.S.C. § 5323(d);
b) FTA regulations, "Charter Service," 49 C.F.R. part 604;
c) Any other federal Charter Service regulations; or
d) Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

a) Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
b) Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
c) Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

_____ 17. **School Bus Service Operations:** *Applies to contracts for operating public transportation service.* The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

a) Federal transit laws, specifically 49 U.S.C. § 5323(f);
b) FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
c) Any other Federal School Bus regulations; or
d) Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

a) Bar the Contractor from receiving Federal assistance for public transportation; or
b) Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

X 18. **Substance Abuse Requirements: Drug & Alcohol Testing:** *Applies to third party contractors who perform safety-sensitive functions. Contractors must comply with FTA's substance abuse management program under 49 C.F.R. part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." Under 49 C.F.R. § 655.4, Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:*

a) Operating a revenue service vehicle, including when not in revenue service;
b) Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
c) Controlling dispatch or movement of a revenue service vehicle;
d) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;
e) Carrying a firearm for security purposes.

Additionally, third party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of North Dakota and/or Minnesota, or the Cities of Fargo/Moorhead, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before February 1 and to submit the Management Information System (MIS) reports before February 1 to the City of Moorhead Transit Manager and City of Fargo Transit Director. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

_____ 19. **Cargo Preference:** *Applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.*

The contractor agrees:

a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

_____ 20. **Davis-Bacon Act and Copeland Act – Prevailing Wage and Anti-Kickback:** *Applies to all FTA funded contracts for all prime construction, alteration or repair contracts in excess of $2,000. The recipient will ensure that each third party contractor complies with all federal laws, regulations, and requirements, including:*

a) Prevailing Wage Requirements

i. Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act");

ii. The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and

iii. U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

b) "Anti-Kickback" Prohibitions

i. Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874;

ii. Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145; and

iii. U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. part 3.

For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

X 21. **Energy Conservation:** *Applies to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.*

Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq).

_____ 22. **Construction—Special Requirements:** *Applies to FTA assisted construction projects:*

a) Bonding. The Common Grant Rules require bonds for all construction contracts exceeding the simplified acquisition threshold (exceeding $150,000. *Minnesota State Statute 574.26 limit is $100,000*) unless FTA determines that other arrangements adequately protect the Federal interest. FTA's bonding policies are as follows:

i. Bid Guarantee. Both FTA and the Common Grant Rules generally require each bidder to provide a bid guarantee equivalent to 5 percent of its bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid to ensure that the bidder will honor its bid upon acceptance.

ii. Performance Bond. Both FTA and the Common Grant Rules generally require the third party contractor to obtain a performance bond for 100 percent of the contract price. A "performance bond" is obtained to ensure completion of the obligations under the third party contract.

iii. Payment Bond. The Common Grant Rules generally require the third party contractor to obtain a standard payment bond for 100 percent of the contract price. A "payment bond" is obtained to ensure that the contractor will pay all people supplying labor and material for the third party contract as required by law. FTA, however, has determined that payment bonds in the following amounts are adequate to protect FTA's interest and will accept a local bonding policy that meets the following minimums:

- Less Than $1 Million. Fifty percent of the contract price if the contract price is not more than $1 million,
- More Than $1 Million but Less Than $5 Million. Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million, or
- More Than $5 Million. Two and one half million dollars if the contract price is more than $5 million.

iv. Acceptable Sureties. The Common Grant Rule for non-governmental recipients requires the non-governmental recipient to obtain construction bonds from companies holding certificates of authority as acceptable sureties under Department of the Treasury regulations, "Surety Companies Doing Business with the United States," 31 CFR Part 223. For a current list of approved sureties, see Department of the Treasury's Listing of Approved Sureties (Department Circular 570), http://fms.treas.gov/c570/c570.html. FTA encourages each governmental recipient to require similarly acceptable sureties.

v. Reduced Bonding. FTA recognizes that bonding costs can be expensive. FTA will accept a local bonding policy that conforms to the minimums described in this subparagraph 2.h(1) of this Chapter. FTA reserves the right to approve bonding amounts that do not conform to these minimums if the local bonding policy adequately protects the Federal interest. A recipient that wishes to adopt less stringent bonding requirements, for a specific class of projects, or for a particular project should submit its policy and rationale to the Regional Administrator for the region administering the project.

vi. Excessive Bonding. Compliance with State and local bonding policies that are greater than FTA's bonding requirements do not require FTA approval. FTA recognizes that in some situations bond requirements can be useful if the recipient has a material risk of loss because of a failure of the prospective contractor. This is particularly so if the risk results from the likelihood of the contractor's bankruptcy or financial failure when the work is partially completed. Nevertheless, if the recipient's "excessive bonding" requirements would violate the Common Grant Rules as restrictive of competition, FTA will not provide Federal assistance for procurements encumbered by those requirements. Consequently, if the recipient's bonding policies far exceed those described in this subsection; FTA reminds the recipient that it may find it useful to submit its policy and rationale to the Regional Administrator for the region administering the project.

_____ 23. **Bus Testing:** *Applies only to the purchase or lease of any new bus model, or any bus model with a major change in configuration or components to be acquired or leased with funds obligated by FTA. Recipients are responsible for determining whether a vehicle to be acquired requires full or partial testing or has already satisfied the bus testing requirements by achieving a passing test score in*

accordance with 49 C.F.R. part 665. Recipients must certify compliance with FTA's bus testing requirements in all grant applications for FTA funding for bus procurements.

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

_____ 24. **Fly America:** *Applies to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation.*

a) *Definitions.* As used in this clause--

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

_____

(End of statement)

e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

_____ 25. **Patent Rights and Rights in Data:** *Applies when entering into a contract (or subcontract) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work under the FTA award. The recipient or subrecipient must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Except in the case of an "other agreement" in which the Federal Government has agreed to take more limited rights, the Federal Government is entitled to a non-exclusive, royalty free license to use the resulting invention, or patent the invention for Federal Government purposes. The FTA has the right to:*

a) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

b) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

Intellectual Property Rights: This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

a) The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
    i. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

ii. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

b) Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

c) Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

d) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

e) Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

f) The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

_____ 26. **Pre-Award and Post-Delivery Audits of Rolling Stock Purchases:** *Applies to the purchase of revenue service rolling stock with FTA funds and must comply with the pre-award and post-delivery audit requirements set forth in 49 U.S.C. 5323(m) and supplemented by 49 C.F.R. part 663.*

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

_____ 27. **Recycled Products:** *Applies to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds $10,000. Applies to States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of*

the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000.

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

X 28. **Safe Operation of Motor Vehicles:** *Applies to all federally funded third party contracts.*

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

_____ 29. **Seismic Safety:** *Applies only to contracts for the construction of new buildings or additions to existing buildings.*

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

Note: Information on clauses was obtained from the FTA Best Practices Procurement and Lessons Learned Manual, and Circular FTA C 4220.1F Third Party Contracting Guidance.

https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual

https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance

Additional Security 2021 for GTC

Date	DOW	Current RFP Hours	Additional Hours	Cost	Current RFP Amount	Additional Amount	Total Amount	Notes
1/1/2021	Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40	
1/2/2021	Sat	7.00	7.00	$29.80	$208.60	$208.60	$417.20	
1/3/2021	Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00	
1/4/2021	Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40	
1/5/2021	Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40	
1/6/2021	Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40	
1/7/2021	Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40	
1/8/2021	Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40	
1/9/2021	Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60	
1/10/2021	Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00	
1/11/2021	Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40	
1/12/2021	Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40	
1/13/2021	Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40	
1/14/2021	Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40	
1/15/2021	Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40	
1/16/2021	Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60	
1/17/2021	Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00	
1/18/2021	Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40	
1/19/2021	Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40	
1/20/2021	Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40	
1/21/2021	Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40	
1/22/2021	Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40	
1/23/2021	Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60	
1/24/2021	Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00	
1/25/2021	Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40	
1/26/2021	Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40	
1/27/2021	Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40	
1/28/2021	Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40	
1/29/2021	Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40	
1/30/2021	Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60	

1/31/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
2/1/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
2/2/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
2/3/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
2/4/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
2/5/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
2/6/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
2/7/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
2/8/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
2/9/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
2/10/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
2/11/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
2/12/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
2/13/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
2/14/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
2/15/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
2/16/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
2/17/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
2/18/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
2/19/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
2/20/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
2/21/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
2/22/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
2/23/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
2/24/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
2/25/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
2/26/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
2/27/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
2/28/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
3/1/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
3/2/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
3/3/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
3/4/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
3/5/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40

3/6/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
3/7/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
3/8/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
3/9/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
3/10/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
3/11/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
3/12/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
3/13/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
3/14/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
3/15/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
3/16/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
3/17/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
3/18/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
3/19/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
3/20/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
3/21/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
3/22/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
3/23/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
3/24/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
3/25/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
3/26/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
3/27/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
3/28/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
3/29/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
3/30/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
3/31/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
4/1/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
4/2/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
4/3/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
4/4/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
4/5/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
4/6/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
4/7/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
4/8/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40

4/9/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
4/10/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
4/11/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
4/12/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
4/13/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
4/14/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
4/15/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
4/16/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
4/17/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
4/18/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
4/19/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
4/20/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
4/21/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
4/22/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
4/23/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
4/24/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
4/25/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
4/26/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
4/27/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
4/28/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
4/29/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
4/30/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
5/1/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
5/2/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
5/3/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
5/4/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
5/5/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
5/6/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
5/7/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
5/8/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
5/9/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
5/10/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
5/11/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
5/12/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40

5/13/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
5/14/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
5/15/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
5/16/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
5/17/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
5/18/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
5/19/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
5/20/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
5/21/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
5/22/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
5/23/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
5/24/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
5/25/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
5/26/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
5/27/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
5/28/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
5/29/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
5/30/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
5/31/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
6/1/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
6/2/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
6/3/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
6/4/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
6/5/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
6/6/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
6/7/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
6/8/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
6/9/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
6/10/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
6/11/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
6/12/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
6/13/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
6/14/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
6/15/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40

6/16/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
6/17/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
6/18/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
6/19/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
6/20/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
6/21/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
6/22/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
6/23/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
6/24/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
6/25/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
6/26/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
6/27/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
6/28/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
6/29/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
6/30/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
7/1/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
7/2/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
7/3/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
7/4/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
7/5/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
7/6/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
7/7/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
7/8/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
7/9/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
7/10/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
7/11/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
7/12/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
7/13/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
7/14/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
7/15/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
7/16/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
7/17/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
7/18/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
7/19/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40

7/20/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
7/21/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
7/22/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
7/23/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
7/24/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
7/25/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
7/26/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
7/27/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
7/28/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
7/29/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
7/30/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
7/31/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
8/1/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
8/2/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
8/3/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
8/4/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
8/5/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
8/6/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
8/7/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
8/8/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
8/9/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
8/10/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
8/11/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
8/12/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
8/13/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
8/14/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
8/15/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
8/16/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
8/17/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
8/18/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
8/19/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
8/20/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
8/21/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
8/22/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00

8/23/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
8/24/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
8/25/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
8/26/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
8/27/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
8/28/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
8/29/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
8/30/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
8/31/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
9/1/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
9/2/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
9/3/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
9/4/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
9/5/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
9/6/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
9/7/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
9/8/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
9/9/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
9/10/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
9/11/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
9/12/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
9/13/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
9/14/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
9/15/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
9/16/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
9/17/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
9/18/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
9/19/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
9/20/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
9/21/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
9/22/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
9/23/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
9/24/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
9/25/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60

9/26/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
9/27/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
9/28/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
9/29/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
9/30/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
10/1/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
10/2/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
10/3/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
10/4/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
10/5/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
10/6/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
10/7/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
10/8/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
10/9/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
10/10/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
10/11/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
10/12/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
10/13/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
10/14/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
10/15/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
10/16/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
10/17/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
10/18/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
10/19/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
10/20/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
10/21/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
10/22/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
10/23/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
10/24/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
10/25/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
10/26/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
10/27/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
10/28/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
10/29/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40

10/30/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
10/31/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
11/1/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
11/2/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
11/3/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
11/4/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
11/5/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
11/6/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
11/7/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
11/8/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
11/9/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
11/10/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
11/11/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
11/12/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
11/13/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
11/14/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
11/15/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
11/16/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
11/17/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
11/18/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
11/19/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
11/20/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
11/21/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
11/22/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
11/23/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
11/24/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
11/25/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
11/26/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
11/27/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
11/28/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
11/29/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
11/30/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
12/1/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
12/2/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40

12/3/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
12/4/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
12/5/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
12/6/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
12/7/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
12/8/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
12/9/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
12/10/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
12/11/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
12/12/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
12/13/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
12/14/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
12/15/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
12/16/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
12/17/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
12/18/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
12/19/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
12/20/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
12/21/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
12/22/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
12/23/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
12/24/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
12/25/2021 Sat	7.00	10.00	$29.80	$208.60	$298.00	$506.60
12/26/2021 Sun	0.00	0.00	$29.80	$0.00	$0.00	$0.00
12/27/2021 Mon	7.00	11.00	$29.80	$208.60	$327.80	$536.40
12/28/2021 Tue	7.00	11.00	$29.80	$208.60	$327.80	$536.40
12/29/2021 Wed	7.00	11.00	$29.80	$208.60	$327.80	$536.40
12/30/2021 Thu	7.00	11.00	$29.80	$208.60	$327.80	$536.40
12/31/2021 Fri	7.00	11.00	$29.80	$208.60	$327.80	$536.40
	2191.00	3388.00	$29.80	$65,291.80	$100,962.40	$166,254.20

Remaining Year (3/1/21):	$65,291.80	$84,930.00	$150,221.80

Remaining Year (4/1/21):	$65,291.80	$76,198.60	$141,490.40