

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at [www.FargoND.gov/streaming](http://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](http://www.FargoND.gov/citycommission).

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, April 4, 2022).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. 2nd reading and final adoption of the following Ordinances; 1st reading, 4/4/22:
  - a. Ordinance Establishing a Planned Unit Development Master Land Use Plan and Rezoning Certain Parcels of Land Lying in Metropolitan Park Third Addition.
  - b. Rezoning a Certain Parcel of Land Lying in Rocking Horse Farm Sixth Addition.
- 2. Receive and file the Notice of Appeal from Decision of a Local Governing Body Pursuant to NDCC § 28-34-01 brought by Northland Hospitality, LLC d/b/a SouthTown PourHouse.
- 3. Site Authorizations for Games of Chance:
  - a. Plains Art Museum at Blue Wolf Casino (West Acres Bowl).
  - b. Plains Art Museum at Big Top Bingo.
  - c. Plains Art Museum at King Pin Casino (The Bowler).
  - d. Plains Art Museum at Wild Bill's Sports Saloon.
  - e. Plains Art Museum at District 64.
- 4. Application for Games of Chance:
  - a. The Next Step ND for a raffle on 4/28/22; Public Spirited Resolution.
  - b. NDSU Lions Club for a raffle on 6/1/22.
  - c. NDSU Saddle and Sirloin for a raffle board on 4/27/22 (amended).
  - d. Homeward Animal Shelter for a raffle on 4/28/22.
- 5. Concur with the findings of staff and the Liquor Control Board and apply the Penalty Matrix (\$500 fine, first failure) to the following:
  - a. Plaza Azteca.
  - b. Happy Harry's.
  - c. Delta Hotels.
  - d. Izumi Sushi and Hibachi.
- 6. Request for out of grade pay for Susan Thompson retroactively effective 4/1/22.
- 7. Master Services and Licensing Agreement No. 26459 with JustFOIA (RFP21196).
- 8. Contract Amendment No. 1 in the amount of \$30,000.00 for Project No. FM-21-A0.

9. Payment to Xcel Energy in the amount of \$106,226.18 for utility relocation and new 3-phase power lift station service (Project No. FM-19-C1).
10. Memorandum of Understanding with the City of West Fargo for a new traffic signal installation (Project No. TN-22-B).
11. Storm Sewer Easement payment and Permanent Easement (Storm Sewer) with Alec and Rachel Boughton (Project No. UR-21-A1).
12. Storm Sewer Easement payment and Permanent Easement (Storm Sewer) with Patrick and Kathryn Peltier (Project No. UR-21-A1).
13. Bid award for Project No. SR-22-B1.
14. Bid award for Project No. UR-21-B1.
15. Bid advertisement for Project No. FM-19-C.
16. Variance Acknowledgement and Liability Waiver with Paul and Ann Jarvis at 172 North Woodcrest Drive North.
17. Memorandum of Offer to Landowner for a Permanent and Temporary Easements with Paul and Ann Jarvis (Project No. FM-19-C).
18. Receive and file the proposed uses spreadsheets for CARES, ARPA and Fund 402.
19. State Water Commission cost reimbursement for the FM Metropolitan Area Flood Risk Management Project in the amount of \$3,945,477.58.
20. Receive and file General Fund – Budget to Actual through March 2022 (unaudited).
21. Notice of Grant Award Amendment with the ND Department of Health for Ryan White Part B Program (CFDA #93.917).
22. Purchase of Service Agreement with Northern Cass Public School District.
23. Fifth Amendment to Parking Management Agreement with Interstate Parking Company of ND, LLC.
24. City of Fargo Grievance Procedure Under the Americans with Disabilities Act and Section 504, as proposed.
25. Receive and file the update on Hate Crime Investigations for First Quarter of 2022.
26. Bid award for aerial lift truck (RFP22052).
27. Bid award for the Processing and Marketing Services for Recyclable Materials (RFP22045).
28. Contracts and Bonds for Project Nos. SR-22-A1 and TM-22-A1.
29. Change Orders for Project No. SW20-01:
  - a. No. 4 for an increase of \$10,000.00 (civil construction contract).
  - b. No. G-005 for a decrease of \$193.30 (general construction contract).
  - c. No. E-004 for an increase of \$670.37 (electrical construction contract).

- Page 3
30. Purchase of reverse osmosis elements from Toray Membrane in the amount of \$167,072.00 for Project No. WA2104.
  31. Change Order No. 3 in the amount of \$11,709.69 for Project No. WA1863.
  32. Amended Water Tower Lease Agreement with AT&T at Water Tower No. 1 (1102 7th Avenue North).
  33. Task order No. 18 with AE2S in the amount of \$338,000.00 to design and bid the Regional Water Distribution Extension projects.
  34. Building Resilient Infrastructure and Communities Agreement with the State of ND Department of Emergency Services for FY 2020 Non-Disaster Grant Awards (Project No. WW1905).
  35. Bills.
  36. Upgrade to the "Wave" Form Liner Option No. 2 for an increase of \$4,814.25 for Improvement District No. BN-21-A1.
  37. Bid award for Improvement District No. BN-22-J1.
  38. Contracts and bonds for Improvement District Nos. BR-22-C1 and TN-22-A1.

#### REGULAR AGENDA:

39. **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](https://FargoND.gov/VirtualCommission)).**
40. **\*Public Input Opportunity\* - PUBLIC HEARINGS - 5:15 pm:**
  - a. Community Development Block Grant (CDBG) and HOME Investment Partnerships Programs (HOME) 2022 HUD Action Plan, Analysis of Impediments to Fair Housing and Proposed Amendments to the 2021 HUD Action Plan.
  - b. Application filed by CoSchedule, LLC for a Payment in Lieu of Tax Exemption for a project to be located at 502 1st Avenue North which the applicant will use in the operation of a software company.
41. Presentation by Gate City Bank regarding the Neighborhood Revitalization Initiative (NRI) Program.
42. Recommendation for a Right of Way Use Agreement with Bell Bank and Olaf Anderson Construction, Inc. at 520 Main Avenue.
43. Resolution Authorizing the Issuance of Annual Appropriation Bonds, Series 2022D, Approving Certain Actions, and Approving Forms of Documents Required in Connection Therewith.
44. Recommendation to concur with the findings of staff and the Liquor Control Board and apply the Penalty Matrix (\$500 fine, first failure) to Longhorn Steakhouse.

46. Recommendation for appointment of an Interim City Administrator.
47. Applications for Property Tax Exemptions for Improvements Made to Buildings:
  - a. Bonnie B. Kavanaugh T/O/D, 1607 East Gateway Circle South (5 year).
  - b. Lorraine Olson, 2121 6th Avenue South (5 year).
  - c. Willie and Dana Cook, 1024 University Drive South (5 year).

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](http://www.FargoND.gov/citycommission).

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA



ORDINANCE NO. \_\_\_\_\_

1 AN ORDINANCE ESTABLISHING A  
2 PLANNED UNIT DEVELOPMENT MASTER LAND USE PLAN  
3 AND REZONING CERTAIN PARCELS OF LAND  
4 LYING IN METROPOLITAN PARK THIRD ADDITION  
5 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

6 WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the  
7 City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain  
8 parcels of land lying in the proposed Metropolitan Park Third Addition and a Planned Unit  
9 Development Master Land Use Plan to the City of Fargo, Cass County, North Dakota; and,

10 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning and a  
11 Planned Unit Development Master Land Use Plan request on March 1, 2022; and,

12 WHEREAS, the rezoning changes and the Planned Unit Development Master Land Use  
13 Plan were approved by the City Commission on April 4, 2022,

14 NOW, THEREFORE,

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

16 Section 1. The following described property:

17 All of Metropolitan Park Third Addition to the city of Fargo, Cass County, North Dakota,  
18 is hereby rezoned from "LC", Limited Commercial, District and "MR-3", Multi-Dwelling  
19 Residential, District to "MR-3", Multi-Dwelling Residential, District.

20 Section 2. There is hereby established a Planned Unit Development Master Land Use Plan  
21 on all of the property located in Metropolitan Park Third Addition, to the City of Fargo, Cass  
22 County, North Dakota as set forth herein and, therefore, the standards for development for the  
23 "MR-3" zoning district shall hereby be enacted as follows:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

	<b>Current LDC development standards for MR-3 zone</b>	<b><i>PUD modifications to MR-3 zone development standards</i></b>
Allowed Uses	detached houses, attached houses, duplexes, multi-dwelling structures, daycare centers up to 12 children or adults, group living, parks and open space, religious institutions, safety services, schools, and basic utilities.	<i>Add Daycare for greater than 13 children or adults</i>
Residential Density	24 du/ac	<i>Increase density to 32 du/ac</i>
Max. Height	60 feet	<i>Increase maximum building height to 85 feet</i>
Parking-Residential—Multi-dwelling	2.25 spaces per unit	<i>Reduce required parking ratio to 2.0 spaces per unit</i>
Parking for Daycare	1 space per 500 square feet of daycare	<i>Reduce to one space per 1,000 square feet of daycare</i>
Landscaping—Parking Lot Perimeter	Buffers shall be located between adjacent streets rights of way and off-street parking areas and all vehicular circulation areas within the front or streetside setback per Table 20-0705(D)(3)	<i>Add 10 foot landscape buffer between MR-3 lot and General Commercial lots to the west.</i>

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1 In all other respects, development on said property shall be subject to the development standards for  
2 the "MR-3" zoning district.

3 Section 3. The City Auditor is hereby directed to amend the zoning map now on file in his  
4 office so as to conform with and carry out the provisions of this ordinance.

5 Section 4. This ordinance shall be in full force and effect from and after its passage and  
6 approval.

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10 (SEAL)

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Timothy J. Mahoney, M.D., Mayor

11 Attest:

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13 \_\_\_\_\_  
Steven Sprague, City Auditor

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22 First Reading:  
Second Reading:  
Final Passage:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

16

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REZONING A CERTAIN PARCEL  
OF LAND LYING IN ROCKING HORSE FARM SIXTH ADDITION  
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on February 1, 2022; and,

WHEREAS, the rezoning changes were approved by the City Commission on April 4, 2022,

NOW, THEREFORE,

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

Section 1. The following described property:

All of Rocking Horse Farm Sixth Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District to "P/I", Public and Institutional, District.

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



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

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

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Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:

**CITY ATTORNEY**

Nancy J. Morris

**ASSISTANT CITY ATTORNEYS**

Ian R. McLean ▪ Alissa R. Farol ▪ William B. Wischer

2

April 8, 2022

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

**RE: Northland Hospitality, LLC d/b/a Southtown Pourhouse v. City of Fargo: Notice of Appeal from a Decision of a Local Governing Body Pursuant to N.D.C.C. § 28-34-01**

Dear Commissioners:

Enclosed for receive and file is a Notice of Appeal from a Decision of a Local Governing Body Pursuant to N.D.C.C. § 28-34-01 brought by Northland Hospitality, LLC d/b/a Southtown Pourhouse.

**SUGGESTED MOTION:** I move to receive and file the Notice of Appeal from a Decision of a Local Governing Body Pursuant to N.D.C.C. § 28-34-01 brought by Northland Hospitality, LLC d/b/a Southtown Pourhouse.

Sincerely,



Nancy J. Morris

NJM/lmw

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF CASS

EAST CENTRAL JUDICIAL DISTRICT

<p>Northstar Hospitality, LLC, d/b/a SouthTown PourHouse,</p> <p style="text-align: center;">Appellant,</p> <p style="text-align: center;">v.</p> <p>Board of City Commissioners, City of Fargo, North Dakota,</p> <p style="text-align: center;">Appellee.</p>	<p style="text-align: center;">Civil No. 09-2020-CV-2871</p> <p style="text-align: center;"><b>NOTICE OF APPEAL FROM A DECISION OF A LOCAL GOVERNING BODY PURSUANT TO N.D.C.C. § 28-34-01</b></p>
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PLEASE TAKE NOTICE that, pursuant to North Dakota Century Code section 28-34-01, Appellant, Northstar Hospitality, LLC, d/b/a SouthTown PourHouse, hereby appeals the Board of City Commissioners, City of Fargo, North Dakota’s (“City Commission”) March 7, 2022 Findings, Conclusions and Order, finding Appellant in violation of Fargo Municipal Code section 25-1506(J) and imposing the penalty set forth in Fargo Municipal Code section 25-1512(F). A true and accurate copy of the City Commission’s Findings, Conclusions and Order is attached hereto as Exhibit A. Appellant received service of the March 7, 2022 Findings, Conclusions and Order on or about March 15, 2022 via certified mail.

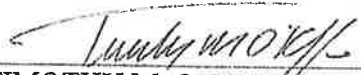
Appellant appeals on the following specifications of error:

1. The City Commission’s findings that inclusion of Duane’s pizza sales in the food sale requirement of the Class FA license held by Appellant is not in compliance with the license terms was arbitrary, capricious, or unreasonable.
2. There is no substantial evidence to support the City Commission’s finding that inclusion of Duane’s pizza sales in the food sales requirement of the Class FA license held by Appellant is not in compliance with the license terms.

3. The City Commission's finding that Appellant failed to meet the required food to alcohol ratio required by its Class FA license was arbitrary, capricious, or unreasonable.
4. There is no substantial evidence to support the City Commission's finding that Appellant failed to meet the mandated food to alcohol ratio required by its Class FA license.
5. The City Commission's finding that Appellant is in violation of Fargo Municipal Code section 25-1506(J) was arbitrary, capricious, or unreasonable.
6. There is no substantial evidence to support the City Commissioner's finding that Appellant is in violation of Fargo Municipal Code section 25-1506(J).
7. The City Commission's decision to impose the penalty set forth in Fargo Municipal Code section 25-1512(F) was arbitrary, capricious, or unreasonable.
8. There is no substantial evidence to support the City Commission's decision to impose the penalty set forth in Fargo Municipal Code section 25-1512(F).
9. The City's Commission's actions and decisions were arbitrary, oppressive, and unreasonable, and application of its methods and policies was unfair, unjust, and inequitable.
10. Appellant reserves the right to supplement its objections and bases for appeal noted herein.

Dated this 6th day of April, 2022.

O'KEEFFE O'BRIEN LYSON LTD.

  
TIMOTHY M. O'KEEFE (ND ID # 05636)

720 Main Avenue

Fargo, ND 58103

Phone: (701) 235-8000

Fax: (701) 235-8023

[tim@okeeffeattorneys.com](mailto:tim@okeeffeattorneys.com)

Attorney for Appellant



OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY Nancy J. Morris

Page 13 SERKLAND LAW FIRM 10 Roberts Street North P.O. Box 6017 Fargo, ND 58108 Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS Ian R. McLean • Allissa R. Farol • William B. Wischer

APPROVED BY THE BOARD OF CITY COMMISSIONERS

3/7/22 (3)

March 3, 2022

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

Re: Northstar Hospitality, LLC d/b/a Southtown Pourhouse Audit Violation

Dear Mayor and Commissioners,

Presented for your approval are the Findings, Conclusions and Order of the Board of City Commissioners of the city of Fargo regarding the License Violation of Northstar Hospitality, LLC d/b/a Southtown Pourhouse. These Findings were prepared following the full hearing by the Board of City Commissioners on February 24, 2022, and in conformance with the motion finding Northstar Hospitality, LLC d/b/a Southtown Pourhouse in violation of Fargo Municipal Code §25-1506 (J).

Recommended Motion: I move to adopt the Findings, Conclusions and Order of the Board of City Commissioners of the city of Fargo as presented, and authorize the Mayor to execute the same.

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

Regards,

Nancy J. Morris (handwritten signature)

Cc: Steven Sprague, City Auditor



**Findings, Conclusions and Order of the Board of City Commissioners of the  
city of Fargo regarding the License Violation of Northstar Hospitality, LLC  
d/b/a Southtown Pourhouse**

A hearing was held before the Board of City Commissioners of the city of Fargo on February 24, 2022 regarding the Class FA liquor license held by Northstar Hospitality, LLC d/b/a/ Southtown Pourhouse ("Southtown") following appeal to, and remand from, the District Court requiring a hearing be held, and an initial determination made, in accordance with Fargo Municipal Code §25-1512(G).

Steve Sprague, City Auditor, presented the factual basis to the Board of City Commissioners recommending a finding of an audit violation in accordance with Fargo Municipal Code §25-1512 (F). The Board of Commissioners heard the testimony offered by attorney Tim O'Keeffe, appearing on behalf of Southtown, and Chad Klimek, President of Northstar Hospitality, LLC. At the request of the licensee, prior City Commission minutes, documents submitted to the City Commission and transcripts of Commission hearings shall be made part of the record hereof. In addition, the Board of City Commissioners further considered the current submitted documents, copies of which are attached.

The Board of City Commissioners hereby makes the following Findings of Fact, Conclusions and Order in accordance with Fargo Municipal Code §25-1512(G).

1. On May 21, 2018, Southtown was granted a Class FA liquor license, as defined in Fargo Municipal Code § 25-1506(J):

J. Class FA.—A Class "FA" license shall authorize the licensee to sell "on-sale" only, subject to the following restrictions and conditions:

1. A Class "FA" licensee may sell alcoholic beverages in a restaurant which holds a restaurant license or permit pursuant to the provisions of article 13-

04 of the Fargo Municipal Code and which derives 50% or more of its annual gross receipts from the sale of prepared meals and not alcoholic beverages.

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

3. A restaurant under the provisions of this title shall provide adequate off-street parking within the discretion of and subject to the approval of the commission. Membership in the Fargo Park'N Shop program may be considered as compliance with this provision.

4. A restaurant shall mean an establishment providing multi-course meals of steak, fish, seafood and other similarly menued main courses, as well as hors d'oeuvres and desserts. Main course menu items shall be fully prepared and cooked on the premises and shall not be primarily pre-packaged, pre-processed, or pre-prepared food products intended for fast or convenient service. The hours within which sales of alcoholic beverages may be made shall coincide with the hours permitted by the state of North Dakota for the sale of alcoholic beverages and shall also be additionally limited as set forth herein. When the kitchen is not in full operation and a full menu service is not being offered to patrons, the sale and consumption of alcoholic beverages shall be discontinued within one hour after the cessation of full kitchen operation and the offering of a full menu service. It is the intention of this restriction that the purpose of an "FA" license is to allow the sale of alcoholic beverages as an adjunct to the restaurant operation and not that of operating a full-time liquor establishment. A recipient of an "FA" license shall provide a full and complete kitchen adequate for the preparation of food as required by this ordinance. Such kitchen shall be subject to approval by the commission.

5. In addition to the foregoing, the Class "FA" license shall be governed by all the provisions of this article applicable to Class "A" licensees and in addition, said licensee shall hold a restaurant license or permit pursuant to article 13-04 of the Fargo Municipal Code relating to restaurants.

6. As part of the licensee's obligation that the licensee derive fifty (50%) or more of its annual gross receipts from the sale of prepared meals than from the sale of alcoholic beverages, as discussed in section 25-1504.2, the licensee shall retain and keep appropriate business records concerning purchase of food and alcoholic beverages and sales receipts for food and alcoholic beverages. Such business records shall be organized and maintained according to standard business practices and in such form as to be auditable for purposes of confirming that the licensee satisfies the sales ratio of food to alcoholic beverages. A licensee who fails to maintain the business records required by this section, or to otherwise make such records available to the City upon reasonable request to do so, is subject to the penalties listed in 25-1512(F).

2. A complaint was made to the City Auditor in early April 2019 regarding the business practices of Southtown. In particular, the complainant questioned the use of Duane's

House of Pizza, Inc. ("Duane's") pizza sales by Southtown in its food sales calculations to accomplish the 50% food sales requirement of the FA License category. At that time it was determined that the percentage food sales was an audit matter and that the issue would be flagged in the annual audit for further inquiry.

3. In accordance with Fargo Municipal Code §25-1512(F) Southtown was subject to audit in the first year of operation:

F. For those businesses with liquor licenses requiring a food-to-alcohol sales ratio (or in the case of an FA-ENTERTAINMENT or RZ-V licensee, a food and business income to alcohol sales ratio), there shall be an audit at least once every three (3) years (one-third of the licensees each year) provided, however, that subject businesses obtaining a new license and businesses that transfer an existing license to new owners shall be subject to an audit 12 months after obtaining or transferring of the license.

4. On February 25, 2020, the audit completed by Brady, Martz and Associates, P.C. ("Brady Martz"), reflected a food to alcohol sales ratio of 53% food/47% alcohol. The food sales information provided by Southtown to Brady Martz specifically identified Duane's pizza sales separate from other food sales. Brady Martz was asked to evaluate the Southtown food/alcohol sales ratio excluding the Duane's pizza sales. The result was a sales ratio of 42% food/58% alcohol. The result of less than 50% food sales as required by the FA license terms prompted further investigation.

5. After the audit, the City Auditor inquired of Southtown owner Chad Klimek as to the relationship between Southtown and Duane's. In response, Klimek provided a copy of a Product Sales and Facility Use Agreement between Northstar Hospitality, LLC and Duane's House of Pizza, Inc ("Agreement"). This Agreement provides, in part:

¶5 Facility Use. The Premises includes two kitchen facilities: one for the exclusive use by Duane's and the other for the use by Northstar in its food operations. Duane's shall be entitled to the exclusive use of its dedicated kitchen facilities within the



Premises for Duane's operations. Duane's shall be deemed to lease said kitchen facilities during the term of this Agreement.

Product Sales and Facility Use Agreement, dated July 30, 2018 between Duane's House of Pizza, Inc. and Northstar Hospitality, LLC (emphasis added).

6. This Agreement further outlines the lease compensation terms between the two parties. Specifically, paragraph 6 provides: (1) Duane's is obligated to pay a monthly rent for the use of the separate kitchen space; and (2) Northstar shall compensate Duane's for 90% of the retail price of the pizza served on the Southtown premises. Duane's is responsible for determining the retail price of the pizza on the Southtown menu. Duane's sells the pizza to Southtown at a discount, and then Southtown sells them to its customers at the price set by Duane's. The discount is part of the compensation (lease payment) Duane's pays for the use of the premises, as detailed in paragraph 6 of the Agreement.

7. The Agreement further provides that Duane's is responsible for the sales tax on all pizza's sold.

8. The Agreement provides that if the customer is not satisfied with the pizza, Duane's is responsible for addressing the customer complaint "in the form of Duane's gift cards, credit vouchers or the like, in the sole discretion of Duane's." Southtown has no responsibility for (1) the purchase of the ingredients for the pizza, (2) Duane's pizza employees, or (3) the quality of the Pizza.

9. The Agreement, at paragraph 6(e) provides that "Northstar shall pay Duane's on a weekly basis. Within seven (7) days of Northstar receiving the Sunday reconciliation for Pizzas sold from Duane's." Thus, Duane's sells the pizza to Southtown, which then sells it to the end customer on Southtown's premises. Pursuant to the Agreement, Duane's includes the pizza sales in its sales figures, and is obligated to pay the sales taxes on those pizza sales. If permitted to

count the pizza sales in its food sales, Southtown would be double counting the pizza sold by Duane's.

10. Chris Ohman, Department of Public Health, provided testimony that "in their (Public Health's) restaurant inspections, they (Duane's and Southtown) are two separate businesses with separate plan, separate owners, separate coolers. They have always been two separate businesses."

11. Jeff Thomas, Owner of Frank's Lounge, provided testimony that the including of food sales from a separate business is not consistent with his understanding of the license terms. He secured a Z license in order to avoid the 50% food sales requirement of an FA license. The Z license would be unnecessary if food sales from a separate business could be used to meet the FA license requirement. Further, the value of the Z license would be diluted if another business' food sales were able to be counted in the food sales requirement for the FA restaurant license.

12. Counsel Tim O'Keeffe admitted that Southtown and Duane's are separate businesses, but argued that the pizza sales are run through the Southtown point of sale system when ordered by a Southtown guest for consumption on Southtown's premises, and that Chad Klimek believed this arrangement was approved by the City Auditor at the time the license application was made. The City Auditor disagrees with Southtown's characterization of discussions had during the license application process. Southtown also asserts that it sells a significant amount of food made in its own kitchen, but admits that it likely would not make the required food to alcohol ratio if it did not include the Duane's pizza sales in its calculation of food sold.

## CONCLUSIONS AND ORDER

After hearing and discussion, the Board of City Commissioners voted unanimously to find that the pizza sales from Duane's House of Pizza, Inc, a separate and distinct business from that of the licensee Northstar Hospitality, LLC, d/b/a Southtown Pourhouse, are not food sales of the FA licensee. The pizza made and delivered by Duane's are food sales of Duane's, not Southtown Pourhouse.

To include the food sales of other businesses in the food to alcohol ratio of the licensed business is inconsistent with the terms of the FA license, and in particular the requirement that (1) the "licensed restaurant" maintain a full kitchen; (2) may not serve prepackaged or prepared foods; and (3) must maintain records of food acquired and sold, as stated in Fargo Municipal Code § 25-1506 (J) (4), (5) and (6) (emphasis added):

A recipient of an "FA" license shall provide a full and complete kitchen adequate for the preparation of food as required by this ordinance. Such kitchen shall be subject to approval by the commission.

The Board of City Commissioners finds that the food prepared in a separate kitchen, by a separate business, was not contemplated nor intended by the issuance of an alcohol license to a restaurant.

Main course menu items shall be fully prepared and cooked on the premises and shall not be primarily pre-packaged, pre-processed, or pre-prepared food products intended for fast or convenient service.

The Board of City Commissioners finds that the pizza made by Duane's and sold to Southtown for re-sale is made in space leased by Duane's from Northstar Hospitality, LLC. Although the two kitchens are in close proximity, Duane's is a tenant of Northstar Hospitality, LLC, and the Duane's pizza is not made in the Southtown Pourhouse kitchen, but in a separate

restaurant, licensed and inspected as such by the Department of Health, by Duane's Pizza employees.

[T]he licensee shall retain and keep appropriate business records concerning purchase of food and alcoholic beverages and sales receipts for food and alcoholic beverages. Such business records shall be organized and maintained according to standard business practices and in such form as to be auditable for purposes of confirming that the licensee satisfies the sales ratio of food to alcoholic beverages.

The Board of City Commissioners finds that inclusion of the pizza sales made and delivered by a separate business to the licensed premises does not meet the record keeping requirements for the purchase of food and alcohol, and sales receipts for the same food and alcohol, such records being necessary to determine whether or not more food than alcohol is sold. Southtown Pourhouse has repeatedly suggested that it sells a significant amount of food made in its own kitchen to prove that it is in fact a restaurant. Nevertheless, Southtown Pourhouse is not permitted to use the sales of food made by a separate and distinct business, made with ingredients purchased by that separate business, in order to meet the required food to alcohol sales ratio of the Class FA license under which Southtown operates.

Based on the foregoing Findings of Facts and Conclusions, the Board of City Commissioners has determined that the sales receipts of Duane's House of Pizza, Inc. pizza are not properly included in the food sales for liquor license holder Northstar Hospitality, LLC d/b/a Southtown Pourhouse. Therefore, Northstar Hospitality, LLC. d/b/a Southtown Pourhouse failed to meet the required food to alcohol ratio required by the Class FA license.

It is hereby **ORDERED** that Northstar Hospitality, LLC d/b/a Southtown Pourhouse is in violation of the terms of the Class FA License for failing to meet the food sales requirement, and

further that this be considered a first violation. The penalty for the failed audit shall be in accordance with Fargo Municipal Code § 25-1512 (F):

1. First Offense- six month probationary period to come into compliance to be followed by a second audit establishing compliance. Sale and consumption of alcoholic beverages shall be discontinued at 1:00 a.m. for such time as the length of any probationary period. Yearly audits for the next two years to be paid for by the liquor licensee.

DATED this 7 day of March, 2022.

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

By  \_\_\_\_\_  
Dr. Timothy J. Mahoney, M.D., Mayor

ATTEST:

  
Steven Sprague, City Auditor



**CITY ATTORNEY**  
Nancy J. Morris

**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

**ASSISTANT CITY ATTORNEYS**  
Ian R. McLean • Allisa R. Farol • William B. Wischer

February 24, 2022

Board of City Commissioners  
City Hall  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

Re: Southtown Pourhouse Audit Violation

Dear Commissioners,

Before you today is the hearing on Remand from the District Court regarding the earlier finding by this Commission that Northstar Hospitality, LLC d/b/a SouthTown Pourhouse failed to meet the required 50% food sales for the FA liquor license, in that the Duane's House of Pizza, Inc. pizza sales are not properly included in the food sales ratio. The licensee appealed that decision, arguing that the finding was arbitrary and capricious, and further that it was denied a full hearing on the matter before the Board of City Commissioners. The District Court remanded the case for rehearing, finding that the Board of City Commissioners should have heard the issue in the first instance, rather than on appeal from the Liquor Control Board. Nevertheless, the evidence presented in the earlier proceedings continues to be relevant.

Therefore, for your consideration at today's hearing is my memo dated May 12, 2020, presented to the Liquor Control Board and the Board of City Commissioners, accompanied by the Product Sales and Facility Use Agreement. Also presented are the earlier Findings, Conclusion and Order of the Board of City Commissioners of the city of Fargo regarding the License Violation of Northstar Hospitality, LLC d/b/a Southtown Pourhouse, and the Order Remanding for Hearing Before City Commission.

City Auditor Steven Sprague will present the matter to the Board of City Commissioners for a full hearing with a recommendation for a finding that Northstar Hospitality, LLC d/b/a Southtown Pourhouse is in violation of the terms of the Class FA License for failing to meet the food sales requirements, and further that this be considered a first violation.

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

Regards,

Nancy J. Morris

STATE OF NORTH DAKOTA  
COUNTY OF CASS

IN DISTRICT COURT  
EAST CENTRAL JUDICIAL DISTRICT

<p>Northstar Hospitality, LLC, d/b/a SouthTown PouHouse,</p> <p style="text-align: center;">Appellant,</p> <p style="text-align: center;">vs.</p> <p>Board of City Commissioners, City of Fargo, North Dakota,</p> <p style="text-align: center;">Appellee.</p>	<p style="text-align: center;"><b>ORDER REMANDING FOR HEARING BEFORE CITY COMMISSION</b></p> <p style="text-align: center;">File No. <del>0920205040284</del></p>
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[71] Northstar Hospitality, LLC ("Northstar"), appealed from a Board of City Commissioners of the city of Fargo ("City Commission") decision upholding a Liquor Control Board determination that Northstar had violated its liquor license. The Liquor Control Board had determined that Northstar violated the required food-to-alcohol sales ratio for a Class FA license. Because the City Commission treated the proceeding before it as an appeal from the Liquor Control Board, instead of as an initial hearing in accordance with Fargo Municipal Code § 25-1512(G), the matter is remanded for hearing before the City Commission.

I

[72] On May 20, 2020, the Liquor Control Board held a hearing regarding Northstar's alleged violation of its liquor license. (COF 7-10.) A Northstar representative, an attorney representing Northstar, and two City Commission members, who were also members of the Liquor Control Board, attended. (COF 7.) At issue was whether Northstar violated its Class FA license by failing to derive 50% or more of its annual gross receipts from the sale of prepared meals and not alcoholic beverages. (COF 9-10.) At the end of the hearing, the Liquor Control Board

determined that Northstar had violated its license. (COF 10.) Northstar was advised it had a right to appeal the decision to the City Commission. (COF 10.)

[¶3] Northstar appealed to the City Commission. (COF 24.) For its July 27, 2020 meeting, the City Commission included an agenda item to “[c]onsider an appeal of the Liquor Control Board[.]” 5/20/20 findings of a violation of Fargo Municipal Code 25-1512(F) by Northstar[.]” (COF 3.) When the July 27, 2020, meeting took place, the City Commission recognized the matter as an appeal from the Liquor Control Board finding of a violation by Northstar. (COF 55:15-18.) Multiple persons made remarks and arguments, including two attorneys, the city auditor, and a business owner. (COF 64:3-7.) During Northstar’s attorney’s remarks, the City Commission requested that the attorney “come to [his] summation” and alluded to the attorney going well beyond the “usual[.]” five-minute speaking period. (COF 64:3-7.) No one was sworn in. (COF 55-79.) No documents were received. (COF 55-79.) At the end of the hearing, the City Commission upheld the finding of the Liquor Control Board. (COF 74:4-5-79:2.)

[¶4] In its written decision issued the next month, the City Commission indicated it had “voted unanimously to deny [Northstar]’s appeal from the Liquor Control Board and uphold the license violation for failing to meet the required 50% food sales.” (COF 108.) The City Commission referenced hearing “the testimony offered by attorney James M. Callao ... [and] attorney Mark Hanson[.]” (COF 104.) It also “considered the submitted documents, the finding of the Liquor Control Board and documents presented to the Liquor Control Board.” (COF 104.)

[¶5] Northstar appealed to this Court. One of Northstar’s arguments was that it was not afforded an opportunity to present testimony and other evidence to the City Commission. (Appellant’s Brief ¶ 32.) Through briefs, each party indicated the initial determination was made by the Liquor Control Board and the City Commission had denied Northstar’s appeal. (Appellant’s Brief ¶ 11; Appellee’s Brief ¶¶ 1, 10-13.)



## II

[¶6] Review of a political subdivision's decision is very limited. See Johnson City of Burlington, 2020 ND 81, ¶9, 942 N.W.2d. The decision must be affirmed unless the political subdivision acted arbitrarily, capriciously, or unreasonably, or there is not substantial evidence supporting the decision. Id. A political subdivision's interpretation and application of ordinances, though, is subject to full review. City of Fargo v. Ness, 551 N.W.2d 790, 792 (N.D. 1996). The failure of a political subdivision to correctly interpret and apply controlling law constitutes arbitrary, capricious, or unreasonable conduct." Id.

## III

[¶7] The Fargo Municipal Code provides a specific process for Class FA licensees to challenge imposition of a sanction for violation of the required food-to-alcohol sales ratio. Sanctions for those violations are set out in Fargo Municipal Code § 25-1512(F). The process for challenging an alleged violation is set out in the next subsection, Fargo Municipal Code § 25-1512(G) (governing "[s]anctions or penalties under subsections E and F"). The hearing "shall be heard by the board of city commissioners." Fargo Municipal Code § 25-1512(G). At the hearing, if "it appears to the majority of the board of city commissioners that sufficient cause exists for the penalty sanctions," the City Commission shall make its order. Id. The City Commission's order is then appealable to the district court under N.D.C.C. ch. 28-34. Id.

[¶8] In contrast, the process for other types of violations involves a determination by the Liquor Control Board, which is appealable to the City Commission. An example is a licensee's alleged violation for allowing consumption by an intoxicated person. The potential penalties and process for challenging an alleged violation are set out in Fargo Municipal Code § 25-1512(I). Under that subsection, the hearing "shall be heard by the liquor control committee subject to an appeal to the board of city commissioners[.]" Fargo Municipal Code § 25-1512(I). Upon the appeal, "the

licensee shall be allowed to make any statements or arguments and fully argue its case, but it will not be entitled to a trial de novo[...] [and] [t]he hearing shall be based on the findings of fact made by the liquor control committee." *Id.*

[¶9] In addressing Northstar's alleged violation, the process used was the one set forth in Fargo Municipal Code § 25-1512(I), i.e., having the initial hearing and determination by the Liquor Control Board, which could be appealed to the City Commission. Although the City Commission's order references Fargo Municipal Code § 25-1512(G) and characterizes attorneys' remarks as "testimony" (COP 104), a multitude of factors in the record shows that the proceeding before the City Commission was treated as an appeal. First, the Liquor Control Board made the initial determination that Northstar violated its license requirements. Second, the Liquor Control Board advised Northstar that it could appeal from its decision to the City Commission. Third, the City Commission designated the matter on its agenda as an appeal. Fourth, the City Commission introduced the matter at its meeting as an appeal. Fifth, the City Commission addressed the matter in a manner consistent with an appeal – noting the "usual[]" allotment of five minutes speaking time, requesting that Northstar's attorney get to his "summation," and not receiving evidence. Sixth, the City Commission's order referenced the matter as an appeal – indicating it voted to "deny [Northstar's] appeal from the Liquor Control Board and uphold the license violation. Finally, the matter was recognized before this Court as an appeal stemming from an initial determination by the Liquor Control Board. (Appellee's Brief ¶ 1.)

[¶10] The process followed thus was inconsistent with the applicable law. Under Fargo Municipal Code § 25-1512(G), the City Commission should not have treated the case as an appeal from the Liquor Control Board and instead should have held a hearing for the initial determination on the alleged violation.

## IV

[¶11] Because the City Commission did not correctly apply the law, it acted arbitrarily, capriciously, or unreasonably. See City of Fargo v. Ness, 551 N.W.2d 790, 792 (N.D. 1996). The Court remands the matter to the City Commission for hearing and initial determination consistent with Fargo Municipal Code § 25-1512(G).

Dated this 17<sup>th</sup> day of February, 2021.

BY THE COURT:

  
Hon. Reid Brady  
Judge of District Court



APPROVED BY THE BOARD OF CITY COMMISSIONERS

8/24/20

Office of the City Attorney

City Attorney  
Erik R. Johnson

Assistant City Attorney  
Nancy J. Morris

August 20, 2020

3

Board of City Commissioners  
City Hall  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

COPY

Dear Commissioners,

Please find attached for your review and approval the Proposed Findings, Conclusions and Order in accordance with the Board of City Commissioners' unanimous vote in favor of finding a violation of the liquor license requirements by Northstar Hospitality, LLC d/b/a Southtown Pourhouse.

**Suggested Motion:** I move to approve the Findings of Fact, Conclusions and Order finding a violation of the food sales requirement of the Class FA license Northstar Hospitality, LLC d/b/a/ Southtown Pourhouse, and that this be a first violation, with the associated penalty.

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

Regards,

Nancy J. Morris  
Assistant City Attorney

Enclosure



**Findings, Conclusions and Order of the Board of City Commissioners of the city of Fargo regarding the License Violation of Northstar Hospitality, LLC d/b/a Southtown Pourhouse**

A hearing was held before the Board of City Commissioners of the city of Fargo on July 27, 2020 regarding the Class FA liquor license held by Northstar Hospitality, LLC d/b/a Southtown Pourhouse ("Southtown").

Steve Sprague, City Auditor, presented the factual basis to the Board of City Commissioners recommending a finding of an audit violation in accordance with Fargo Municipal Code §25-1512 (F), as concluded by the Liquor Control Board of the city of Fargo on May 20, 2020. The Board of Commissioners heard the testimony offered by attorney James M. Cailao, appearing on behalf of Southtown, attorney Mark Hanson, appearing on behalf of licensee Dave Erickson, and Jeff Thomas, owner of Frank's Lounge. The Board of Commissioners further considered the submitted documents, the finding of the Liquor Control Board and documents presented to the Liquor Control Board.

The Board of City Commissioners hereby makes the following Findings of Fact, Conclusions and Order in accordance with Fargo Municipal Code §25-1512(G).

1. Southtown has been granted a Class FA liquor license, as defined in Fargo Municipal Code § 25-1506(J):

J. Class FA.—A Class "FA" license shall authorize the licensee to sell "on-sale" only, subject to the following restrictions and conditions:

1. A Class "FA" licensee may sell alcoholic beverages in a restaurant which holds a restaurant license or permit pursuant to the provisions of article 13-04 of the Fargo Municipal Code and which derives 50% or more of its annual gross receipts from the sale of prepared meals and not alcoholic beverages.

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

3. A restaurant under the provisions of this title shall provide adequate off-street parking within the discretion of and subject to the approval of the commission. Membership in the Fargo Park'N Shop program may be considered as compliance with this provision.

4. A restaurant shall mean an establishment providing multi-course meals of steak, fish, seafood and other similarly menued main courses, as well as hors d'oeuvres and desserts. Main course menu items shall be fully prepared and cooked on the premises and shall not be primarily pre-packaged, pre-processed, or pre-prepared food products intended for fast or convenient service. The hours within which sales of alcoholic beverages may be made shall coincide with the hours permitted by the state of North Dakota for the sale of alcoholic beverages and shall also be additionally limited as set forth herein. When the kitchen is not in full operation and a full menu service is not being offered to patrons, the sale and consumption of alcoholic beverages shall be discontinued within one hour after the cessation of full kitchen operation and the offering of a full menu service. It is the intention of this restriction that the purpose of an "FA" license is to allow the sale of alcoholic beverages as an adjunct to the restaurant operation and not that of operating a full-time liquor establishment. A recipient of an "FA" license shall provide a full and complete kitchen adequate for the preparation of food as required by this ordinance. Such kitchen shall be subject to approval by the commission.

5. In addition to the foregoing, the Class "FA" license shall be governed by all the provisions of this article applicable to Class "A" licensees and in addition, said licensee shall hold a restaurant license or permit pursuant to article 13-04 of the Fargo Municipal Code relating to restaurants.

6. As part of the licensee's obligation that the licensee derive fifty (50%) or more of its annual gross receipts from the sale of prepared meals than from the sale of alcoholic beverages, as discussed in section 25-1504.2, the licensee shall retain and keep appropriate business records concerning purchase of food and alcoholic beverages and sales receipts for food and alcoholic beverages. Such business records shall be organized and maintained according to standard business practices and in such form as to be auditable for purposes of confirming that the licensee satisfies the sales ratio of food to alcoholic beverages. A licensee who fails to maintain the business records required by this section, or to otherwise make such records available to the City upon reasonable request to do so, is subject to the penalties listed in 25-1512(F).

2. A complaint was made to the City Auditor in early April 2019 regarding the business practices of Southtown. In particular, the complainant questioned the use of Duane's House of Pizza, Inc. ("Duane's") pizza sales by Southtown in its food sales calculations to

accomplish the 50% food sales requirement of the FA License category. At that time it was determined that the percentage food sales was an audit matter and that the issue would be flagged in the annual audit for further inquiry.

3. In accordance with Fargo Municipal Code §25-1512(F) Southtown was subject to audit in the first year of operation:

F. For those businesses with liquor licenses requiring a food-to-alcohol sales ratio (or in the case of an FA-ENTERTAINMENT or RZ-V licensee, a food and business income to alcohol sales ratio), there shall be an audit at least once every three (3) years (one-third of the licensees each year) provided, however, that subject businesses obtaining a new license and businesses that transfer an existing license to new owners shall be subject to an audit 12 months after obtaining or transferring of the license.

4. On February 25, 2020, the audit completed by Brady, Martz and Associates, P.C. ("Brady Martz"), reflected a food to alcohol sales ratio of 53% food/47% alcohol. The food sales information provided by Southtown to Brady Martz specifically identified Duane's pizza sales separate from other food sales. Brady Martz was asked to evaluate the Southtown food/alcohol sales ratio excluding the Duane's pizza sales. The result was a sales ratio of 42% food/58% alcohol. The result of less than 50% food sales as required by the FA license terms prompted further investigation.

5. The City Auditor inquired of Southtown owner Chad Klimek as to the relationship between Southtown and Duane's. In response, Klimek provided a copy of a Product Sales and Facility Use Agreement between Northstar Hospitality, LLC and Duane's House of Pizza, Inc ("Agreement"). This Agreement provides, in part:

¶5 Facility Use. The Premises includes two kitchen facilities: one for the exclusive use by Duane's and the other for the use by Northstar in its food operations." "Duane's shall be deemed to lease said kitchen facilities during the term of this Agreement."

6. This Agreement further outlines the compensation terms between the two parties. Specifically, Duane's is obligated to pay a monthly rent for the use of the separate kitchen space, and that Northstar shall compensate Duane's for 90% of the retail price of the pizza served on the Southtown premises. Duane's is responsible for determining the retail price of the pizza on the Southtown menu.
7. The Agreement further provides that Duane's is responsible for the sales tax on all pizza's sold.
8. The Agreement provides that if the customer is not satisfied with the pizza, Duane's is responsible for addressing the customer complaint "in the form of Duane's gift cards, credit vouchers or the like, in the sole discretion of Duane's."
9. Liquor Control Board member Chris Ohman, Department of Public Health, informed the Liquor Control Board members that "in their (Public Health's) restaurant inspections, they (Duane's and Southtown) are two separate businesses with separate plan, separate owners, separate coolers. They have always been two separate businesses."
10. The Liquor Control Board, after hearing and discussion, determined that Duane's House of Pizza, Inc. and Northstar Hospitality, LLC d/b/a Southtown Pourhouse are two separate business entities, and further that the inclusion of the Duane's pizza sales in the food sales requirement of the Class FA license held by Southtown is not in compliance with the license terms.
11. The Liquor Control Board voted unanimously in favor of finding that Southtown was "in violation of the food sales requirement and that this be considered a first violation."
12. Fargo Municipal Code §25-1512 (F) provides for the penalty for an audit violation, as follows:



F. For those businesses with liquor licenses requiring a food-to-alcohol sales ratio (or in the case of an FA-ENTERTAINMENT or RZ-V licensee, a food and business income to alcohol sales ratio), there shall be an audit at least once every three (3) years (one-third of the licensees each year) provided, however, that subject businesses obtaining a new license and businesses that transfer an existing license to new owners shall be subject to an audit 12 months after obtaining or transferring of the license. The city of Fargo shall pay the cost of the audit if the business is in compliance with the required food-to-alcohol sales ratio (or in the case of an FA-ENTERTAINMENT or RZ-V licensee, a food and business income to alcohol sales ratio). The liquor licensee shall, however, pay for the cost of the audit of the business is not in compliance with the required food-to-alcohol sales ratio (or in the case of an FA-ENTERTAINMENT or RZ-V licensee, a food and business income to alcohol sales ratio).

1. First offense - six month probationary period to come into compliance to be followed by a second audit establishing compliance. Sale and consumption of alcoholic beverages shall be discontinued at 1:00 a.m. for such time as the length of any probationary period. Yearly audits for the next two years to be paid for by the liquor licensee.
2. Second offense - thirty days suspension of liquor license not requiring closure of the business which may remain open for food sales. Yearly audits for the next two years to be paid for by the liquor licensee.
3. Third offense - revocation of license.

13. Notice of the Finding of Violation was served on Southtown in accordance with Fargo Municipal Code §25-1512 (G).

14. Southtown timely appealed to the Board of City Commissioners for review of the Liquor Control Board findings.

15. After hearing and discussion, the Board of City Commissioners voted unanimously to deny Southtown's appeal from the Liquor Control Board and uphold the license violation for failing to meet the required 50% food sales.

**CONCLUSIONS AND ORDER**

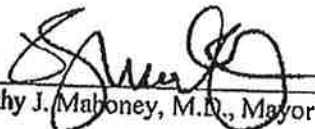
Based on the foregoing Findings of Fact, it is the Board of City Commissioners' Conclusions that the Duane's House of Pizza, Inc. pizza sales is not properly included in the food sales for liquor licensee Northstar Hospitality, LLC d/b/a Southtown Pourhouse, and that Northstar Hospitality, LLC. d/b/a Southtown Pourhouse failed to meet the required food to alcohol ratio required by its Class FA license.

It is hereby **ORDERED** that Northstar Hospitality, LLC d/b/a Southtown Pourhouse is in violation of the terms of the Class FA License for failing to meet the food sales requirement, and further that this be considered a first violation. The penalty for the failed audit shall be in accordance with Fargo Municipal Code §25-1512 (F):


1. First Offense- six month probationary period to come into compliance to be followed by a second audit establishing compliance. Sale and consumption of alcoholic beverages shall be discontinued at 1:00 a.m. for such time as the length of any probationary period. Yearly audits for the next two years to be paid for by the liquor licensee.

DATED this 24 day of August, 2020.

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

By  Timothy J. Mahoney, M.P., Mayor

ATTEST:

  
Steven Sprague, City Auditor

Memo to Liquor Control Board  
Dated: May 12, 2020  
Nancy J. Morris, Assistant City Attorney

Re: Southtown Pourhouse Audit Recommendation

Northstar Hospitality, d/b/a Southtown Pourhouse ("Southtown"), was approved for a Class FA license on May 21, 2018. As you know, a Class FA license requires the licensee to hold a restaurant license and "which derives 50% or more of its annual gross receipts from the sale of prepared meals and not alcoholic beverage." FMC §25-1506(J)(1). This section further provides, "Main course menu items shall be fully prepared and cooked on the premises and shall not be primarily pre-packaged, pre-processed, or pre-prepared food products intended for fast or convenient service." "It is the intention of this restriction that the purpose of an "FA" license is to allow the sale of alcoholic beverages as an adjunct to the restaurant operation and not that of operating a full-time liquor establishment. A recipient of an "FA" license shall provide a full and complete kitchen adequate for the preparation of food as required by this ordinance. Such kitchen shall be subject to approval by the commission." FMC § 25-1506 (J)(4). Fargo Municipal Code further provides that "As part of the licensee's obligation that the licensee derive fifty (50%) or more of its annual gross receipts from the sale of prepared meals than from the sale of alcoholic beverages, as discussed in section 25-1504.2, the licensee shall retain and keep appropriate business records concerning purchase of food and alcoholic beverages and sales receipts for food and alcoholic beverages." FMC §25-1506(J) (6).

A complaint was made to the City Auditor in early April 2019 regarding the business practices of Southtown. In particular, the complainant questioned the use of Duane's House of Pizza, Inc. ("Duane's") pizza sales by Southtown in its food sales calculations to accomplish the 50% requirement. At that time, it was determined that the percentage food sales to be an audit issue, and that the issue would be flagged in the annual audit for further inquiry.

The audit completed on February 25, 2020, reflected a food to alcohol sales ratio of 53%/47%. The food sales information provided by Southtown to Brady Martz auditors specifically identified pizza sales separate from other foods sales. Without the pizza sales, the food to alcohol sales ratio is 47%, prompting further investigation. Several meetings were held between City Auditor Steve Sprague, Chad Klimek, Owner of Southtown, mc, and later with counsel for Southtown.

Mr. Klimek provided a copy of a Product Sales and Facility Use Agreement between Northstar Hospitality, LLC and Duane's House of Pizza, Inc. (copy attached). The Agreement addresses several relevant facts to the consideration of the percentage of food sales. In particular, ¶5 of the Agreement, Facility Use, provides "The Premises includes two kitchen facilities: one for the exclusive use by Duane's and the other for the use by Northstar in its food operations." Further, ¶5 provides that "Duane's shall be deemed to lease said kitchen facilities during the term of this Agreement." ¶ 6, Compensation, provides that Duane's is obligated to pay a monthly rent for the use of the kitchen space, and that Northstar shall compensate Duane's for 90% of the retail price of the pizza served on the Southtown premises. The Agreement further provides that Duane's is responsible for the sales tax on all pizza's sold. Finally, the Agreement provides that if the

customer is not satisfied with the pizza, Duane's is responsible for addressing the customer complaint "in the form of Duane's gift cards, credit vouchers or the like, in the sole discretion of Duane's."

Duane's Pizza advertisement and business practices also appear relevant to the issue. On December 14, 2018, Duane's Facebook account made this announcement: "Great news! The Southtown Pourhouse will be open for dinner this evening starting at 4PM. They will be serving a limited menu, Burgers and Shareables, and our pizza will be available as well!" On December 16, 2018, Duane's posted: "In case you hadn't seen, we're sharing a building with the SouthTown Pourhouse- which means that you can hunker down at a table and enjoy a hot pie and a cold brew while watching the game, or just grab a quick beer while waiting to pick up your order!"

After careful consideration of the facts as presented, it appears that Southtown and Duane's are separate business entities independent of each other, and that the inclusion of Duane's pizza sales in the food sale requirement for the Class FA license held by Southtown is not in compliance with the license terms. Therefore, the required 50% food to alcohol ratio has not been met. Duane's is responsible for the cost of goods sold, pays the sales tax, operates out of its own kitchen, and is responsible for quality control. Duane's sells the pizza to Southtown at a discount, and then Southtown resells the pizza to the dine-in customer.

Based on the foregoing, it is the recommendation of the City Auditor that the Liquor Control Board find that Northstar Hospitality, LLC d/b/a Southtown Pourhouse has failed the audit requirement that food sales equal or exceed liquor sales for audit year 2019.

If this board finds that Southtown has failed the audit, the sanction for a violation of the food to alcohol sales ratio is outlined in FMC§ 25-1512 (F):

For those businesses with liquor licenses requiring a food-to-alcohol sales ratio (or in the case of an FA-ENTERTAINMENT or RZ-V licensee, a food and business income to alcohol sales ratio), there shall be an audit at least once every three (3) years (one-third of the licenses each year) provided, however, that subject businesses obtaining a new license and businesses that transfer an existing license to new owners shall be subject to an audit 12 months after obtaining or transferring of the license. The city of Fargo shall pay the cost of the audit if the business is in compliance with the required food-to-alcohol sales ratio (or in the case of an FA-ENTERTAINMENT or RZ-V licensee, a food and business income to alcohol sales ratio). The liquor licensee shall, however, pay for the cost of the audit if the business is not in compliance with the required food-to-alcohol sales ratio (or in the case of an FA-ENTERTAINMENT or RZ-V licensee, a food and business income to alcohol sales ratio).

Penalties for failed audits shall be as follows:

1. First offense - six month probationary period to come into compliance to be followed by a second audit establishing compliance. Sale and consumption of alcoholic beverages shall be discontinued at 1:00 a.m. for such time as the length of any

**probationary period. Yearly audits for the next two years to be paid for by the liquor licensee.**

- 2. Second offense - thirty days suspension of liquor license not requiring closure of the business which may remain open for food sales. Yearly audits for the next two years to be paid for by the liquor licensee.**
- 3. Third offense - revocation of license.**

**If this board recommends a sanction, the licensee may request a hearing by the board of city commissioners in accordance with FMC §25-1512 (G).**

**PRODUCT SALES AND FACILITY USE AGREEMENT**

THIS AGREEMENT dated July 30<sup>th</sup> 2018, is entered into by Duane's House of Pizza, Inc. and Northstar Hospitality, LLC, who together agree as follows:

1. **RECITALS.** For purposes of this Agreement:
  - a. Duane's is a Fargo/Moorhead restaurant specializing in Pizza.
  - b. Northstar is an alcohol establishment located in south Fargo, ND.
  - c. Duane's and Northstar wish to set forth their agreement for the making and sale of Duane's Pizzas within the Northstar Premises.
2. **DEFINITIONS.** For purposes of this Agreement:
  - a. "Agreement" shall mean this Product Sales and Facility Use Agreement between Duane's and Northstar.
  - b. "Pizza" shall mean whole Pizza or Pizza by the slice.
  - c. "Duane's" shall mean Duane's House of Pizza, Inc., a Minnesota corporation, whose mailing address is 2223 Highway 10 East, Moorhead, Minnesota 56560.
  - d. "Northstar" shall mean Northstar Hospitality, LLC, a North Dakota limited liability company, whose mailing address is 4240 39<sup>th</sup> Avenue South, Fargo, North Dakota 58104.
  - e. "Premises" shall mean the liquor establishment operated by Northstar located at 4281 45th Street South, Fargo, ND 58104.
3. **TERM.** The term of this Agreement shall be for a period of five (5) years commencing on the date that Northstar is first open to the public and Duane's is ready to operate its business in the Premises, with the opening to be mutually-agreed upon by the parties. The Parties agree that Duane's shall have the option to renew this Agreement for two (2) additional five (5) year terms, however such option is contingent upon Northstar renewing its lease on the Premises. If Duane's elects to exercise its option for an additional term, notice must be given to Northstar in writing at least six (6) months prior to the expiration of this Agreement. Duane's may terminate this Agreement with written notice to Northstar in event of the economic non-feasibility of the Duane's business operations planned at the Premises, in the sole determination of Duane's.
4. **PRODUCT SALES.** Duane's agrees to make Pizza, on demand, and on the Premises for the sale and consumption within the Northstar Premises according to the terms of this Agreement. Duane's may also on its own terms, sell and deliver Pizza to customers outside the Premises.

5. FACILITY USE. The Premises includes two kitchen facilities: one for the exclusive use by Duane's and the other for the use by Northstar in its food operations. Duane's shall be entitled to the exclusive use of its dedicated kitchen facilities within the Premises for Duane's operations. Duane's shall be deemed to lease said kitchen facilities during the term of this Agreement.

6. COMPENSATION. Duane's and Northstar agree that Duane's will determine the retail price for Pizzas produced by Duane's under the terms of this Agreement. Northstar is required to charge the retail price as determined and authorized by Duane's. The Parties further agree as follows:

a. During the term of this Agreement Duane's shall pay monthly rent to Northstar for the use of kitchen space to make and sell Pizzas in the amount of One Thousand Five Hundred and No/100ths (\$1,500.00) Dollars. Such rent shall be payable in advance on the first of each month. If either the first or last month of this Agreement is a partial month, such rent shall be prorated. In the event Duane's elects to extend this Agreement pursuant to paragraph 3 above, the rent during the term of the extension period shall be adjusted in proportion to any increases in rent that Northstar must pay its landlord for the Premises;

b. Northstar will pay to Duane's Ninety (90%) Percent of the retail price of each Pizza ordered and served on the Premises. On a daily basis after the close of business by Duane's, Duane's will prepare a reconciliation of the Pizzas delivered to Northstar, and accordingly Northstar will pay to Duane's the amount as calculated by this paragraph for Pizzas sold on the Premises;

c. Duane's shall pay any sales tax associated with the sale of Pizzas hereunder;

d. Duane's may sell and deliver Pizzas to its customers outside of the Premises in which Northstar shall not be entitled to any compensation for such sales; and,

e. Northstar shall pay Duane's on a weekly basis. Within seven (7) days of Northstar receiving the Sunday reconciliation for Pizzas sold from Duane's, Northstar shall pay that amount to Duane's. This continued arrangement of paying weekly and reconciling the Pizzas sold should continue each week during the term of this Agreement, unless otherwise agreed upon by the Parties in writing.

7. CUSTOMER COMPLAINTS. In the event that one of Northstar's customers complains about the quality of a Pizza prepared by Duane's hereunder, Duane's will correct the quality control issues and provide adequate compensation to the Northstar customers in the form of Duane's gift cards, credit vouchers or the like, in the sole discretion of Duane's.

8. INTELLECTUAL PROPERTY OF DUANE'S. During the terms of this Agreement, Duane's shall provide Northstar with a limited license to use the trademarks and name of Duane's for advertising on its promotional material located within Northstar and in advertising Northstar within the Fargo-Moorhead market in general, as may be approved in advance by Duane's.

9. **EXCLUSIVITY.** Parties further agree that Duane's Pizza will be the only and exclusive Pizza available for purchase at Northstar during the term of this Agreement. Northstar shall not offer for sale any other Pizza or Pizza products other than what can be purchased from Duane's.
10. **SIGNAGE.** Northstar shall allow Duane's to install signage on the exterior of the Premises advertising Duane's, in a form and manner mutually agreeable to the Parties, and consistent with the terms of the underlying lease agreement with the Landlord.
11. **LANDLORD APPROVAL.** Northstar represents and warrants that it has the authority to enter into this Agreement with Duane's, and that this Agreement does not violate the underlying lease for the Premises between Northstar and the landlord of the Premises. The undersigned landlord hereby agrees to the terms of this Agreement.
12. **CONTINUATION OF OPERATIONS.** In the event that Northstar ceases business operations on the Premises, Duane's may elect to continue this Agreement with Landlord directly, on the terms and conditions as provided in this Agreement. Landlord agrees that Duane's shall have the right to continue to use the kitchen facilities in the event that Northstar no longer conducts business operations on the Premises during the term of this Agreement.
13. **OWNERSHIP OF EQUIPMENT.** Duane's shall retain ownership of all equipment and fixtures installed by Duane's in the kitchen facilities for use by Duane's in performing this Agreement. Neither Northstar nor Landlord shall have any ownership interest in such equipment or fixtures installed by Duane's. The equipment and fixtures installed by Duane's shall not be subject to any secured interest. At such time as Duane's removes equipment or fixtures installed by Duane's in the Premises, Duane's shall make such repairs as necessary to restore the Premises to the condition at the beginning of this Agreement.
14. **EMPLOYEES.** Duane's shall use its own employees to staff its operations at the Premises.
15. **ADMINISTRATION AND CONSTRUCTION.** This Agreement shall be administered and construed in accordance with the following provisions:
- a. **Time.** Time is of the essence of this Agreement. Any reference in this Agreement to time periods of less than six (6) days shall in the computation of such time exclude Saturdays, Sundays and legal holidays. Any reference in this Agreement to time periods of six (6) days or greater shall in the computation of such time include Saturdays, Sundays and legal holidays. Any time period provided in this Agreement which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full business day.
  - b. **Captions.** The captions on the paragraphs and subparagraphs of this Agreement are inserted only for the purpose of convenient reference. The captions shall not be used to construe or interpret the Agreement nor to prescribe the scope or intent of the Agreement.



c. Specific Performance. The parties stipulate that it is impossible to measure in money the damages which will accrue to a party to this Agreement by reason of a failure to perform any of the obligations under this Agreement. Therefore, if any party to this Agreement shall institute any action or proceeding to enforce the provisions of this Agreement, any person against whom such action or proceeding is brought hereby waives the claim or defense that such party has an adequate remedy at law. Such person shall not urge in any such action or proceeding the claim or defense that such remedy at law exists.

d. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect its other provisions. The Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

e. Entire Agreement. This Agreement constitutes the complete and entire understanding of the parties concerning the subject matter of this Agreement. Neither party shall be bound by or be liable for any statements, warranties, guarantees, or representations not set forth in this Agreement which may have been made by any broker, agent, employee or other person representing or purporting to represent a party to this Agreement.

f. Modification. No change or modification of this Agreement shall be valid unless the same be in writing and signed by all of the parties to this Agreement.

g. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be considered as an original of the Agreement. All executed counterparts shall constitute, and shall have the force and effect, of one and the same document, and shall be binding upon those who execute the Agreement, regardless of whether all parties execute the same document.

h. Persons Bound by this Agreement. This Agreement shall be binding upon the parties and their successors in interest. The rights and obligations of any party to this Agreement may be exercised or satisfied by that party's legal representative.

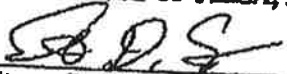
i. Governing Law. The provisions of this Agreement shall be governed by the laws of the State of North Dakota. Any dispute arising from this Agreement shall be venued in Cass County, North Dakota.

IN WITNESS WHEREOF, the parties have executed this Product Sales Agreement as of the day and year first above written.

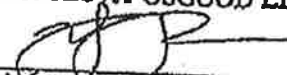
NORTHSTAR HOSPITALITY, LLC

By Chad Klimek  
Chad Klimek, President

**DUANE'S HOUSE OF PIZZA, INC.**

By   
Steven D. Schultz, President

**THE SHOPPES AT OSGOOD LLP, Landlord**

By   
Matt Zander, Managing Partner

329128.4



**GAMING SITE AUTHORIZATION**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 17996 (02/2018)

3a

G - \_\_\_\_\_ (Page 43)  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Plains Art Museum**

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

Name of Location <b>Blue Wolf Casino (West Acres Bowl)</b>			
Street <b>3402 Interstate Blvd S</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/22</b>	Ending Date(s) Authorized <b>6/30/23</b>	Number of twenty-one tables if zero, enter "0": <b>6</b>	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) <b>Entire facility excluding restrooms and office areas</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known <b>Possibly poker, dates to be determined</b>			

**RESTRICTIONS (City/County Use Only)**

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

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

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input checked="" type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>4/18/2022</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City Auditor</b>	

**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



**GAMING SITE AUTHORIZATION**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 17996 (02/2018)

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 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Plains Art Museum**

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

Name of Location <b>Big Top Bingo</b>			
Street <b>901 25th St S</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/22</b>	Ending Date(s) Authorized <b>6/30/23</b>	Number of twenty-one tables if zero, enter "0": <b>0</b>	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) <b>Entire facility excluding restrooms and office areas</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

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

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

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input checked="" type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

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Attorney General	Date
Signature of City/County Official	Date <b>4/18/2022</b>
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**GAMING SITE AUTHORIZATION**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 17996 (02/2018)

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 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Plains Art Museum**

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

Name of Location <b>King Pin Casino (The Bowler)</b>			
Street <b>2630 S University Dr</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/22</b>	Ending Date(s) Authorized <b>6/30/23</b>	Number of twenty-one tables if zero, enter "0": <b>6</b>	
Specific location where games of chance will be conducted and played at the site (required) <b>Entire facility excluding restrooms and office areas</b>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known <b>Possibly poker, dates to be determined</b>			

**RESTRICTIONS (City/County Use Only)**

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

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

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input checked="" type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>4/18/2022</b>
<b>PRINT</b> Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City Auditor</b>	

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**GAMING SITE AUTHORIZATION**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 17996 (02/2018)

3d

G - \_\_\_\_\_ ( Page 46 )  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Plains Art Museum**

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

Name of Location <b>Wild Bill's Sports Saloon</b>			
Street <b>1776 45th St S</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/22</b>		Ending Date(s) Authorized <b>6/30/23</b>	Number of twenty-one tables if zero, enter "0": <b>1</b>
Specific location where games of chance will be conducted and played at the site (required) <b>Entire facility excluding restrooms and office areas</b>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

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

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

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
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<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

**APPROVALS**

Attorney General	Date
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PRINT Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City Auditor</b>	

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**GAMING SITE AUTHORIZATION**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 17996 (02/2018)

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G - \_\_\_\_\_ ( Page 47 ) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization Plains Art Museum

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

Name of Location District 64			
Street 64 N Broadway Dr	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7/1/22	Ending Date(s) Authorized 6/30/23	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) Entire facility excluding restrooms and office areas			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

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

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

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<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
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<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date 4/18/2022
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	

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 Bismarck, ND 58505-0040  
 Telephone: 701-328-2329 OR 800-326-9240



# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
LICENSING SECTION  
SFN 9338 (04-2020)

✓ 12060  
Page 48  
4/6/22

AW

Applying for (check one)  
 Local Permit     Restricted Event Permit\*

Games to be Conducted  
 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.*

Name of Organization or Group of People permit is issued to <del>Impact Foundation</del> The Next Step ND		Dates of Activity 4/28/22		If raffle, provide drawing date 4/28/22	
Organization or Group Contact Person Emily Jones		Title or Position Comm. Engagement Manager		Telephone Number 701-356-3144	
Business Address 4141 28th Avenue		City Fargo		State ND	ZIP Code 58104
Mailing Address (if different)		City		State	ZIP Code
Site Name (where gaming will be conducted) Avalon Event Center					
Site Address 2525 9th Ave		City Fargo		ZIP Code 58103	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	8 Raffle Baskets	\$500 value each

Total (limit \$40,000 per year)	\$4,000
---------------------------------	---------

Intended Uses of Gaming Proceeds  
~~Prizes for event attendees~~ Help victims of Human Trafficking

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)

Organization or Group Contact Person

Name Emily Jones	Title Comm. Engagement Manager	Telephone Number 701-356-3144	E-mail Address ejones@dakmed.org
Signature of Organization or Group's Top Official 		Title CFO	Date 3/28/22





**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
 LICENSING SECTION  
 SFN 9338 (04-2020)

CASH  
4/14/22

46

Applying for (check one)  
 Local Permit     Restricted Event Permit\*

Games to be Conducted  
 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.

Name of Organization or Group of People permit is issued to <b>NDSU Lions Club</b>	Dates of Activity <del>April 25 - June 1 2022</del> <b>June 1st 2022</b>	If raffle, provide drawing date	
Organization or Group Contact Person <b>Isaac J. Rud</b>	Title or Position <b>Treasurer</b>	Telephone Number <b>218-259-7050</b>	
Business Address <b>120 Memorial Union, Dept. 2837</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58108</b>
Mailing Address (if different) " " <b>P.O. Box 6050</b>	City <b>"</b>	State <b>"</b>	ZIP Code <b>"</b>
Site Name (where gaming will be conducted) <b>NDSU Memorial Union Hall</b>			
Site Address	City	ZIP Code	County

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	\$ 100 meat Bundle	\$100
"	\$ 75 meat Bundle	\$ 75
"	\$ 75 meat Bundle	\$ 75
"	\$ 50 meat Bundle	\$ 50
"	\$ 50 meat Bundle	\$ 50
"	\$ 25 meat Bundle	\$ 25
"	\$ 25 meat Bundle	\$ 25

Total (limit \$40,000 per year)	<b>\$ 400</b>
---------------------------------	---------------

Intended Uses of Gaming Proceeds  
**Donation to Cass County Social Services**

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)

Organization or Group Contact Person			
Name <b>Isaac J. Rud</b>	Title <b>Treasurer</b>	Telephone Number <b>218-259-7050</b>	E-mail Address <b>Isaac.Rud@NDSU.edu</b>
Signature of Organization or Group's Top Official <b>Ben Paulsen</b>		Title <b>President</b>	Date <b>4-14-22</b>

4c

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4/14/22



**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
 LICENSING SECTION  
 SFN 9338 (04-2020)

*Amended*

Applying for (check one)  
 Local Permit     Restricted Event Permit\*

Games to be Conducted  
 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.*

Name of Organization or Group of People permit is issued to <i>North Dakota State University Saddle and Sirlin</i>	Dates of Activity <i>April 27<sup>th</sup>, 2022</i>	If raffle, provide drawing date <i>April 27<sup>th</sup>, 2022</i>	
Organization or Group Contact Person <i>Kasi Holm</i>	Title or Position <i>Fundraising Chair</i>	Telephone Number <i>701-535-1318</i>	
Business Address <i>Department of Animal Science NDSU Dept 7630 P.O. Box 6050</i>	City <i>Fargo</i>	State <i>ND</i>	ZIP Code <i>58108-6050</i>
Mailing Address (if different)	City	State	ZIP Code

Site Name (where gaming will be conducted)

Site Address <i>1350 Albrecht Blvd</i>	City <i>Fargo</i>	ZIP Code <i>ND</i>	County <i> Cass</i>
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Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
<i>Raffle / Fundraiser</i>	<i>1/2 the money collected will be rewarded to the ticket holder, 1/2 will be rewarded to selected fundraiser recipient (Daria)</i>	<i>\$5,000</i>

Total (limit \$40,000 per year)	<i>\$5,000</i>
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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 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)

Organization or Group Contact Person

Name <i>Kasi Holm</i>	Title <i>Fundraising Chair</i>	Telephone Number <i>701-535-1318</i>	E-mail Address <i>Kasi.Holm@ndsu.edu</i>
Signature of Organization or Group's Top Official <i>Kasi Holm</i>	Title <i>Fundraising Chair</i>	Date <i>04-14-2022</i>	



**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
 LICENSING SECTION  
 SFN 9338 (04-2020)

✓ 21262  
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(Ad)

Applying for (check one)  
 Local Permit     Restricted Event Permit\*

Games to be Conducted  
 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.*

Name of Organization or Group of People permit is issued to <i>Homeward Animal Shelter</i>	Dates of Activity <i>4.28.2022</i>	If raffle, provide drawing date <i>4.28.2022</i>	
Organization or Group Contact Person <i>Simona Mc Carthy</i>	Title or Position <i>Event manager</i>	Telephone Number <i>701-403-5731</i>	
Business Address <i>1201 28<sup>th</sup> Ave N</i>	City <i>Fargo</i>	State <i>ND</i>	ZIP Code <i>58102</i>
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) <i>E1 Zugal Shrine</i>			
Site Address <i>1429 3<sup>rd</sup> St N</i>	City <i>Fargo</i>	ZIP Code <i>58102</i>	County <i>Cass</i>

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
<i>Raffle</i>	<i>See attached</i>	

Total (limit \$40,000 per year)    \$1,598.50

Intended Uses of Gaming Proceeds  
*All proceeds go to the Spauldinger Fund of Homeward Animal Shelter.*

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)

Organization or Group Contact Person

Name <i>Sam Mc Carthy</i>	Title <i>Event manager</i>	Telephone Number <i>701-403-5731</i>	E-mail Address <i>smccarthy@homewardonline.org</i>
Signature of Organization or Group's Top Official <i>Carla Spang</i>		Title <i>Executive Director</i>	Date <i>4/13/2022</i>

5a

April 5, 2022

To: Board of City Commissioners

From: Steven Sprague, City Auditor

Re: Plaza Azteca

The above named licensee has been provided a notice by the City Auditor's office of a liquor license compliance violation under section 25-1509 of the Fargo Municipal Code. The Liquor Control Board meet on March 16, 2022 at 1:30 p.m. in the City Commission Chambers of City Hall, 225 4<sup>th</sup> Street North, Fargo ND to consider the violation.

The Liquor Control Board concurred with the Police Department and Auditor's office and recommended following the established penalty matrix. This is a first compliance check failure, the penalty is \$500. The licensee agreed with the findings and has chosen not to appeal the finding.

### Recommended Motion

Agree with the findings of staff and the Liquor Control Board and apply the penalty matrix (\$500 fine, first failure) to the liquor license violations identified at Plaza Azteca.

56

April 5, 2022

To: Board of City Commissioners  
From: Steven Sprague, City Auditor  
Re: Happy Harry's

The above named licensee has been provided a notice by the City Auditor's office of a liquor license compliance violation under section 25-1509 of the Fargo Municipal Code. The Liquor Control Board meet on March 16, 2022 at 1:30 p.m. in the City Commission Chambers of City Hall, 225 4<sup>th</sup> Street North, Fargo ND to consider the violation.

The Liquor Control Board concurred with the Police Department and Auditor's office and recommended following the established penalty matrix. This is a first compliance check failure, the penalty is \$500. The licensee agreed with the findings and has chosen not to appeal the finding.

### **Recommended Motion**

**Agree with the findings of staff and the Liquor Control Board and apply the penalty matrix (\$500 fine, first failure) to the liquor license violations identified at Happy Harry's.**

(500)

April 5, 2022

To: Board of City Commissioners

From: Steven Sprague, City Auditor

Re: Delta Hotels

The above named licensee has been provided a notice by the City Auditor's office of a liquor license compliance violation under section 25-1509 of the Fargo Municipal Code. The Liquor Control Board meet on March 16, 2022 at 1:30 p.m. in the City Commission Chambers of City Hall, 225 4<sup>th</sup> Street North, Fargo ND to consider the violation.

The Liquor Control Board concurred with the Police Department and Auditor's office and recommended following the established penalty matrix. This is a first compliance check failure, the penalty is \$500. The licensee agreed with the findings and has chosen not to appeal the finding.

### **Recommended Motion**

**Agree with the findings of staff and the Liquor Control Board and apply the penalty matrix (\$500 fine, first failure) to the liquor license violations identified at Delta Hotels.**

Ed

April 5, 2022

To: Board of City Commissioners  
From: Steven Sprague, City Auditor  
Re: Izumi Sushi and Hibachi

The above named licensee has been provided a notice by the City Auditor's office of a liquor license compliance violation under section 25-1509 of the Fargo Municipal Code. The Liquor Control Board meet on March 16, 2022 at 1:30 p.m. in the City Commission Chambers of City Hall, 225 4<sup>th</sup> Street North, Fargo ND to consider the violation.

The Liquor Control Board concurred with the Police Department and Auditor's office and recommended following the established penalty matrix. This is a first compliance check failure, the penalty is \$500. The licensee agreed with the findings and has chosen not to appeal the finding.

#### **Recommended Motion**

**Agree with the findings of staff and the Liquor Control Board and apply the penalty matrix (\$500 fine, first failure) to the liquor license violations identified at Izumi Sushi and Hibachi.**



April 14, 2022

## MEMORANDUM

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**To:** Board of City Commissioners  
**From:** Dr. Timothy Mahoney, Mayor & Finance Liaison City Commissioner  
Bruce P. Grubb, City Administrator  
Michael Redlinger, Assistant City Administrator  
**Re:** FARGODOME Finance Director - Request for Out of Grade Designation

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### Request:

The Mayor and City Administration would like to request a temporary out-of-grade (OOG) designation for the FARGODOME Finance Director position in the absence of an Assistant Finance Director in the City Finance Department. The FARGODOME Finance Director will provide oversight and assistance in the Finance Department in accordance with the Duties and Responsibilities as listed below.

### Background:

On April 1, 2022, the longtime City Finance Director retired, leaving a vacant Finance Director position in the Finance Department. In addition, a vacant Assistant Finance Director position also currently exists in the Finance Department. As a result, the City Auditor has been provided OOG status and named interim Finance Director until the Finance Director position is filled. Similarly, in the absence of an Assistant Finance Director, the Mayor and City Administration would like to assign temporary OOG status to Susan Thompson, FARGODOME Finance Director, for the term as noted below. Ms. Thompson is a certified public accountant and has been employed as Finance Director at FARGODOME since 1998. The OOG designation will compensate Ms. Thompson for performing the Duties and Responsibilities as specified below.

### Duties and Responsibilities:

Primary duties and responsibilities will include:

**1. Preparation of the 2023 City of Fargo Budget:**

- Review/summarize department requests and offer recommendations to the Budget Review Team.
- Review, document, update, and communicate assumptions for various revenue sources.
- Act as a liaison between the Budget Review Team and Finance staff regarding overall budget completion status, requested budget research, and final budget decisions.
- Direct and assist Finance staff with budget document preparation.

**2. Re-engage Finance, IS, and other related departments in the identification of a new Enterprise Reporting Program (ERP software):**

- Review/Summarize efforts to date.
- Review/Update software solution requirements.



- Create (or reassemble) an evaluation team.
- Establish a timeline with actionable steps.  
=> *To be transitioned to permanent Finance staff, if desired; or, may continue as point person as time and priorities allow.*

### 3. Other duties as requested:

- Attend department meetings to stay up-to-date on department priorities and needs.
- Encourage and support Finance Department staff, and act as a resource for technical needs and other assistance.
- Assist Interim Finance Director as requested.
- Assist with other projects within areas of expertise:
  - ✓ Internal Controls and Financial Best Practices.
  - ✓ Insurance – procurement and claims processing.
  - ✓ Interdepartmental relationships/communication and general customer service.

#### Term:

This temporary out-of-grade assignment will be for a duration of up to six months, and may be extended as necessary. The FARGODOME Finance Director will be compensated with OOG pay of 15% starting with Pay Period #8, which begins Friday, April 1.

#### Budget Impact:

Description	Number	Grade/Step	Salary	Out of Grade (15%)	Total	Start Date
FARGODOME Finance Director	1	17/9	\$104,624	21/4	\$122,179	Apr. 1, 2022

#### Suggested Funding:

The incremental expense of OOG pay for Ms. Thompson will be borne by the City Finance Department personnel budget, and not the FARGODOME.

Your consideration in this matter is greatly appreciated.

Cc: Dave Piepkorn, FARGODOME Liaison City Commissioner  
Steve Sprague, Interim Finance Director  
Rob Sobolik, FARGODOME General Manager

①

11 April 2022

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

Commissioners,

At your regular meeting on December 27, 2021, this Commission unanimously approved the awarding of the Freedom of Information Act / Open Records Software Project to JustFOIA. Since that time, staff from the City Attorney's Office, Information Services and Communications & Governmental Affairs (CommsGA) departments have been collaborating and working with representatives from JustFOIA to arrive at the attached contract for your review/approval.

The pricing requirements remain identical to the financial commitments approved on December 27.

Capital funding was included within the CommsGA budget for this project and no additional funding is needed or being requested for Budget Year 2022.

**Recommended motion:**

To approve the attached contract with JustFOIA for the Freedom of Information Act / Open Records Software Project (RFP21196).

Sincerely,



Gregg Schildberger  
*Director of Communications & Governmental Affairs*

## MASTER SERVICES AND LICENSING AGREEMENT NO. 26459J

This Master Services and Licensing Agreement No. 26459J (this "Agreement") is between JustFOIA, Inc., a Delaware corporation with its principal place of business at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("JustFOIA") and The City of Fargo, with an address at 225 4th Street North, Fargo, ND 58102 ("Customer") with an effective date of \_\_\_\_\_ (the "Effective Date").

### I. RECITALS

Whereas, JustFOIA provides services and licenses software provided as a service (the "Solution"); and

Whereas, Customer desires to engage JustFOIA to provide certain services and licenses pursuant to orders hereunder (each an "Order") that are a part of the Solution.

NOW, THEREFORE, in exchange for the foregoing recitals and the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### II. ASSUMPTIONS, TERMS & CONDITIONS

THESE ASSUMPTIONS, TERMS AND CONDITIONS APPLY TO ALL ORDERS PLACED FOR THE SOLUTION.

THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE APPLICABLE ORDER.

#### A. JUSTFOIA IS PROVIDED "AS-IS"

THE SOLUTION IS PROVIDED "AS IS" AND "AS AVAILABLE", AT CUSTOMER'S OWN RISK, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. JUSTFOIA ALSO DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW THE TYPES OF DISCLAIMERS IN THIS PARAGRAPH, SO THEY MAY NOT APPLY TO CUSTOMER.

JUSTFOIA DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER PRIVACY, CUSTOMER DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

#### B. WARRANTIES & DISCLAIMERS

1. **JustFOIA Warranties.** JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of the applicable Order, (iii) JustFOIA will use industry standard measures to not transmit malicious code and the like ("Malicious Code") to Customer, provided that if Customer or a user uploads a file containing Malicious Code into the Solution Customer shall be liable for the same; and (iv) to JustFOIA's knowledge, Customer's use of the Solution in strict compliance with the this Agreement shall not infringe or violate the intellectual property rights of any third-party. JustFOIA also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

The warranties herein are void to the extent of any Customer failure to perform in accordance with this Agreement and any licensing terms. JustFOIA shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with this Agreement, (ii) the Solution being modified or altered by or on behalf of Customer without JustFOIA's written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by JustFOIA.

2. **Customer Warranties.** Customer warrants that JustFOIA's use of Customer data and/or any other item provided by Customer, in accordance with this Agreement will not infringe or violate the intellectual property or other rights of any third-party.

Customer warrants that it shall have all rights and licenses of third-parties necessary or appropriate for JustFOIA to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of JustFOIA and to indemnify, hold harmless and defend JustFOIA from and against any Claims to the extent arising from JustFOIA's access to or use of such third-party products.

### C. LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, JustFOIA grants to Customer and Customer accepts a non-transferable, revocable, non-exclusive and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in this Agreement. All rights to the Solution not granted to Customer are reserved by JustFOIA.

### D. CUSTOMER RESPONSIBILITIES

Files and other content that JustFOIA may provide to Customer may be protected by intellectual property rights of others. Customer will not copy, upload, download, or share files unless Customer has the right to do so. Customer, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded or otherwise used while using the Solution. Customer will not upload malware or any other malicious software to the Solution. Customer is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

### E. ACCEPTABLE USE POLICY

1. Customer agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with this Agreement.
2. Customer acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. JustFOIA's obligations and liability and Customer's rights are limited by the same. Further, JustFOIA neither accepts liability for, nor warrants the functionality, utility, availability, reliability or accuracy of, third-party software or third-party services.

### F. INFORMATION & PRIVACY

By using the Solution, Customer will be providing JustFOIA with information. Customer retains full ownership to its information, and JustFOIA does not assert ownership. These Assumptions do not grant JustFOIA any rights to Customer's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Customer's permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files, or sharing them. Customer hereby grants a license to JustFOIA to use and process such information solely to the extent necessary to fulfill JustFOIA's obligations. This license also extends to trusted third parties JustFOIA works with to do the same.

Customer is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Customer's responsibility to ensure that it has the rights or permission needed to comply with these Terms.

### G. INFORMATION SHARING AND DISCLOSURE

1. JustFOIA may use certain trusted third-party companies and individuals to help JustFOIA provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to

Customer's information only for purposes of performing these tasks on JustFOIA's behalf and under obligations similar to those in JustFOIA's privacy policy.

The parties acknowledge that in the course the relationship between Customer and JustFOIA, each may receive Confidential Information (as defined below) of the other party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance of the applicable party's obligations. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by JustFOIA to Customer will sign appropriate forms of confidentiality agreements on or prior to their start date.

2. **"Confidential Information"** means any and all confidential information of a party disclosed to the other party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the party receiving the information (the **"Recipient"**) prior to the time of disclosure by the other party (the **"Disclosing Party"**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third-party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority. The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

#### H. INTELLECTUAL PROPERTY

The Solution and any services surrounding the same herein are not considered "Works made for Hire" or otherwise a grant of any right, title or interest. Except the license grant herein, all rights to the Solution and all services surrounding the same are and remain with JustFOIA. Customer shall retain, a non-exclusive, royalty-free, world-wide, perpetual license to use the outputs generated by Solution and stored external to Solution by Customer during the Subscription Period. Except for the license grants hereunder, as between Customer and JustFOIA, Customer retains all rights to Customer data and information.

#### I. ACCOUNT SECURITY

Customer is responsible for safeguarding the passwords that are used to access the Solution and agrees not to disclose passwords to any third-party. Customer is responsible for any activity using its account, whether or not it authorized that activity. Customer will immediately notify JustFOIA of any unauthorized use of Customer's account. Customer acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Customer's responsibility to use a secure network to communicate with the Solution.

#### J. DATA RETENTION

JustFOIA will retain Customer's information for as long as its account is active or as needed to provide the Solution. If Customer wishes to cancel its account or request that JustFOIA no longer use Customer's information to provide the Solution, Customer may request that JustFOIA delete its account. JustFOIA may retain and use Customer's information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, JustFOIA will try to delete Customer's information quickly upon request. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion.

#### K. NON-JUSTFOIA APPLICATIONS AND PROVIDERS

1. The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party website availability, accuracy, the related content, products, or services. Customer is solely responsible for its use of any such websites or resources.

2. **Acquisition of Non-JustFOIA Products and Services.** JustFOIA or third parties may from time to time make available to Customer third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition by Customer of such non-JustFOIA products or services, and any exchange of data between Customer and any non-JustFOIA provider, is solely between Customer and the applicable non-JustFOIA provider. JustFOIA does not warrant or support products or services not provided by JustFOIA, whether or not they are designated by JustFOIA as "Certified" (as that term is defined below) or otherwise, except as specified in this Agreement and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Customer is solely responsible for providing in accordance with the specifications that may be provided by JustFOIA from time to time. For purposes of this Agreement, "Certified" shall describe applications and other products developed and sold by third parties that JustFOIA has verified interoperate with the Solution.

3. **Non-JustFOIA Applications and Customer information.** If Customer installs or enables non-JustFOIA applications for use with the Solution, Customer acknowledges that JustFOIA may allow providers of those non-JustFOIA applications to access Customer information as required for the interoperation of such non-JustFOIA applications with the Solution. JustFOIA shall not be responsible for any disclosure, modification or deletion of Customer information resulting from any such access by non-JustFOIA application providers. The Solution shall allow Customer to restrict such access by restricting users from installing or enabling such non-JustFOIA applications for use with the Solution. JustFOIA is not responsible for, and Customer agrees to hold JustFOIA harmless from and indemnify JustFOIA against any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Customer information as a result of use of non-JustFOIA applications or access to Customer information by non-JustFOIA application providers.

4. **Integration with Non-JustFOIA Services.** The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize .net, or Paypal applications). To use such features, Customer may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application ceases to make the non-JustFOIA application available for interoperation with the corresponding Solution features on reasonable terms, JustFOIA may cease providing such features without entitling Customer to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees.

#### L. INDEMNIFICATION & LIMITATION OF LIABILITY

1. IF CUSTOMER IS A GOVERNMENT ENTITY AND SUCH ENTITIES GOVERNING BODY PROHIBITS INDEMNIFICATION AND/OR LIMITATION OF LIABILITY THEN EACH PARTY'S INDEMNIFICATION OBLIGATIONS AND LIMITS ON LIABILITY SHALL BE ADJUSTED TO REFLECT THE LIMITATIONS THAT ARE LEGALLY BINDING ON CUSTOMER.

##### (a) Mutual Indemnification.

Each party (each an "Indemnifying Party") shall indemnify, defend and hold the other harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with third-party claims, demands, suits, or proceedings ("Claims") to the extent caused by the Indemnifying Party and related to:

- Bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under this Agreement;
- A breach of such the Indemnifying Party's obligations with respect to confidentiality;
- A breach by the Indemnifying Party of applicable laws;
- The grossly negligent acts, or willful misconduct of the Indemnifying Party.

##### (b) JustFOIA Indemnification.

JustFOIA shall defend, indemnify, and hold Customer harmless against Claims made or brought against Customer by a third-party alleging that the use of the Solution, as provided to Customer under the applicable Order hereto and

used in accordance with this Agreement and relevant documentation, infringes any third-party's intellectual property rights. Notwithstanding the foregoing, JustFOIA shall not be required to indemnify Customer to the extent the alleged infringement: (x) is based on information or requirements furnished by Customer, (y) is the result of a modification made by a party other than JustFOIA, or (z) arises from use of the Solution in combination with any other product or service not provided or approved in writing by JustFOIA. If Customer is enjoined from using the Solution, or JustFOIA reasonably believes that Customer will be so enjoined, JustFOIA shall have the right, at its sole option, to obtain for Customer the right to continue use of the Solution or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to JustFOIA, then this Agreement, the applicable Order and/or applicable addendum may be terminated at either party's option, and JustFOIA's sole liability shall be subject to the limitation of liability provided in this Section.

**(c) Limitation of Liability.**

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE. EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES OR OTHER LIABILITY, INCLUDING, WITHOUT LIMITATION, A PARTY'S INDEMNIFICATION OBLIGATIONS, ARISING OUT OF, OR CONNECTED WITH THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOLUTION PROVIDED, OR CUSTOMER'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOLUTION, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO JUSTFOIA BY CUSTOMER UNDER THE APPLICABLE ORDER OR ADDENDUM, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS OR \$250,000, WHICHEVER IS GREATER.

The parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of the agreement between the parties and that the prices agreed to be paid by Customer for Solution reflect these limitations.

**M. USE OF ASANA**

Through the course of this Customer and JustFOIA's relationship, JustFOIA may choose to utilize the third-party service Asana (<http://asana.com/>) for project management and team collaboration. Documentation and correspondence exchanged between JustFOIA and Customer may be stored in Asana. Customer acknowledges that Asana is responsible for secure storage of this documentation, and agrees that Asana's security guidelines located at <https://asana.com/trust> are acceptable for the storage of Customer's data and correspondence exchanged with JustFOIA.

**N. GOVERNMENT PROVISIONS**

The provisions below are applicable only if the Customer is a city, state, or other governmental entity and then only to the extent required by laws rules and regulations applicable to such entity.

**1. Compliance with Laws.**

To the extent applicable to the parties each party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Solution and the performance of this Agreement.

**2. Equal Opportunity.**

To the extent applicable to the parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with

disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

3. **Excluded Parties List.**

To the extent required by law, JustFOIA agrees to immediately report to Customer if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

**O. MISCELLANEOUS**

1. **Force Majeure.**

If either of the parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

2. **Audit Rights.**

With reasonable notice and at a convenient location, Customer will have the right to audit JustFOIA's records to verify that JustFOIA's invoicing to Customer is correct.

In addition, should any of Customer's regulators legally require access to audit JustFOIA records, JustFOIA will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be JustFOIA Confidential Information.

Customer shall bear all costs associated with audits.

3. **Assignment.**

Neither party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other party. Either party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such party, if the succeeding party or entity agrees in writing to assume and be bound by all of the obligations of such party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective successors and permitted assignees.

4. **Publicity.**

JustFOIA may use the name of Customer, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Customer Confidential Information.

5. **Provisions Severable.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

6. **Counterparts.**

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the parties with the same effect as if all the signatures were upon the same instrument. The counterparts may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.



**7. Survival.**

All provisions that by their context are intended to survive termination or expiration of this Agreement shall so survive.

**8. Amendment.**

No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties.

**9. Venue and Jurisdiction.**

This Agreement, any claim dispute or controversy hereunder (each a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Customer is a city, county, municipality or other governmental entity, the law of state where Customer is located, in each case foregoing without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives, evidenced by their signatures below, as of this Agreement Effective Date.

**JustFOIA, Inc. ("JustFOIA")**

**THE CITY OF FARGO ("Customer")**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

225 4TH STREET NORTH  
FARGO, ND 58102

**Attest:**

\_\_\_\_\_  
Steven Sprague, City Auditor

**ADDENDUM NO. 1 TO MASTER SERVICES AND LICENSING AGREEMENT NO. 26459J**

**JUSTFOIA ORDER**

This JustFOIA Order, designated as Addendum No. 1 is entered into as of \_\_\_\_\_ (the "**Addendum Effective Date**"), by and between JustFOIA and Customer pursuant to that certain Master Services and Licensing Agreement No. 26459J dated \_\_\_\_\_, (the "**Agreement**").

- A. All capitalized terms used but not defined herein shall have the definitions ascribed to them in the Agreement.
- B. No change order, notice, direction, authorization, notification or request will be binding upon Customer or JustFOIA, nor will such change be the basis for any claim for additional compensation by JustFOIA, until Customer and JustFOIA have agreed in writing to such change, or to execute a new Order, as appropriate.
- C. Unless provided to the contrary in this Addendum, to the extent there are any conflicts or inconsistencies between this Addendum and Customer purchase order, the provisions of this Addendum shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Addendum, are void and of no effect.
- D. The preceding Sections of this Addendum shall survive after termination or expiration of the same.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives, evidenced by their signatures below, as of the Addendum Effective Date.

**JustFOIA, Inc. ("JustFOIA")**

**THE CITY OF FARGO ("Customer")**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

225 4TH STREET NORTH  
FARGO, ND 58102

**Attest:**

\_\_\_\_\_  
Steven Sprague, City Auditor

# PRICING



3717 Apalachee Parkway, Suite 201  
 Tallahassee, FL 32311  
 850.701.0725  
 850.564.7496 fax

**Bill/Ship to:** Gregg Schildberger  
 GSchildberger@FargoND.gov

**Client Name:** City of Fargo  
**Quote Number:** 22262  
**Quote Type:** New JustFOIA System  
**Product Description:**

**Quote Date:** December 28, 2021  
**Subscription Period Start Date:** April 15, 2022  
**Subscription Period End Date:** April 14, 2025

**JustFOIA ANNUAL SUBSCRIPTION**

	<b>Qty.</b>	<b>Unit Cost</b>	<b>Total</b>
<input checked="" type="checkbox"/> <b>JustFOIA Pro Tier 4: 70,000-149,999 Population</b> •3 TB Storage •Secure Hosting on Azure Government Cloud •Unlimited Users •Training Center LMS •In-App Redaction •Invoicing Module •Dynamic Forms •Advanced Reporting - Includes live monthly training and quarterly product update webinars. - Estimated Release December 2021: Dynamic Forms & Advanced Reporting	1	\$11,500.00	\$11,500.00
<input checked="" type="checkbox"/> <b>Payment Portal for JustFOIA Pro</b> -Using third-party processor compatible with JustFOIA.	1	\$1,725.00	\$1,725.00
<input checked="" type="checkbox"/> <b>Single Sign on for JustFOIA Pro</b>	1	\$1,725.00	\$1,725.00
<input checked="" type="checkbox"/> <b>Laserfiche Integration for JustFOIA Pro</b> -Requires at least Laserfiche 10.4, installation of CWS API on DMZ and SSL certificate.	1	\$2,300.00	\$2,300.00
<input checked="" type="checkbox"/> <b>Unlimited Data for JustFOIA Pro</b> -For responsive documents pertaining to Public Records requests created and fulfilled by JustFOIA system. -Assumes stored records are disposed according to state schedule. -Must follow risk mitigation strategies (e.g.: purging original redaction docs, non-responsive records, etc.)	1	\$2,300.00	\$2,300.00
<input checked="" type="checkbox"/> <b>Any &amp; All Document Management for JustFOIA Pro</b> -Includes .PST Email Extractor, Document Viewer & Quick-Sort Tools.	1	\$2,875.00	\$2,875.00

**JustFOIA SUPPLEMENTAL SUPPORT SUBSCRIPTION**

<input checked="" type="checkbox"/> <b>Admin Assistance - Tier Pro 4</b> Up to 5 hours of JustFOIA staff to be used for training, consultation, configuration or adjustments to workflows. Hours expire when subscription period ends.	1	\$693.00	\$693.00
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<b>SUBTOTAL - RECURRING ANNUAL SUBSCRIPTION</b>	<b>\$23,118.00</b>
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**Service Description:**

**JustFOIA SERVICE PACKAGES**

	<b>Qty.</b>	<b>Unit Cost</b>	<b>Total</b>
<input checked="" type="checkbox"/> <b>JustFOIA Pro Implementation Services</b> - Includes site walkthrough, priority Go Live project management, and Hypercare period - Service fees apply if add-on modules are configured after initial implementation	1	Included	Included
<input checked="" type="checkbox"/> <b>Configuration of 2 Public Records Forms</b> -General & Law Enforcement	1	Included	Included

<input checked="" type="checkbox"/> <b>Additional Department Onboarding</b>	1	\$2,250.00	\$2,250.00
<i>-Includes requirements gathering, form configuration, workflows, testing and training</i>			
<i>-Fargo Police Department</i>			
<input checked="" type="checkbox"/> <b>Payment Portal Installation for JustFOIA</b>	1	\$750.00	\$750.00
<input checked="" type="checkbox"/> <b>Single Sign on Installation for JustFOIA</b>	1	\$750.00	\$750.00
<input checked="" type="checkbox"/> <b>Laserfiche Integration Installation for JustFOIA Pro</b>	1	\$750.00	\$750.00
<input checked="" type="checkbox"/> <b>Any &amp; All Document Management Installation for JustFOIA</b>	1	\$750.00	\$750.00

<b>SUBTOTAL - ONE-TIME SERVICES</b>	<b>\$5,250.00</b>
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<b>YEAR 1 ORDER COST</b>	<b>\$28,368.00</b>
<b>YEAR 2 RECURRING ANNUAL SUBSCRIPTION COST</b>	<b>\$24,273.90</b>
<b>YEAR 3 RECURRING ANNUAL SUBSCRIPTION COST</b>	<b>\$25,487.60</b>
<b>TOTAL COST (THREE (3)-YEAR CONTRACT)</b>	<b>\$78,129.50</b>

**This is NOT an invoice. Please use this confirmation to initiate your purchasing process.**

## RECURRING SERVICES

Customer has elected to license the JustFOIA software provided as a service (the "Solution").

The Recurring Services portion of this Order and/or applicable Addendum will systematically renew after the end of the initial three (3) year contract term, unless written notice of termination has been provided, at an amount equal to 105% of the prior year's billed amount (excluding any initial or one-time discounts) unless Customer has terminated the Order and/or Addendum on the earlier of as noted below or provided ninety (90) days written notice prior to the scheduled renewal date of the Recurring Services.

## SALES TAX

Sales tax will be invoiced where the Customer is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

## REMOTE SERVICES

All Service Packages include remote time due to COVID-19. If circumstances change to allow onsite services to be performed and Customer desires such services, a new quote must be requested.

## TERM

Either party may terminate this Order upon any of the following:

- Thirty (30) days after a party's receipt of written notice from the other party that the Order and/or applicable addendum shall be terminated; or
- Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or
- Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party's creditors (a "Bankruptcy Event"), unless such party cures such Bankruptcy Event within the fifteen (15) day period; or
- If Customer has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order and/or applicable addendum will systematically terminate.

## PRICING & BILLING TERMS

### BILLING

JustFOIA will invoice Customer as follows:

Product/Service Description	Timing of Billing
<b>All Recurring Annual Subscription, Supplemental Support Services, and Service Packages</b>	<ul style="list-style-type: none"> <li>▪ <b>Initial Sale:</b> <ul style="list-style-type: none"> <li>▪ <b>Subscription Deposit at Contract Execution:</b> \$15,000.00</li> <li>▪ <b>Balance of Subscription prior to annual Start Date of 02/15/2022:</b> \$8,118.00</li> <li>▪ <b>Service Packages Upon Completion of each Service Package:</b> \$5,250.00               <ul style="list-style-type: none"> <li>▪ JustFOIA will bill for each Service Package as it is completed, rather than waiting until all packages are completed.</li> </ul> </li> </ul> </li> <li>▪ <b>Annual Renewal:</b> 75 days in advance of expiration date.</li> </ul>

JustFOIA shall neither send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

### PAYMENT

Customer agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within forty-five (45) days from the date of each invoice.

# SERVICE PACKAGES<sup>1</sup>

## GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule justifying a change order.

- JustFOIA's completion of a Deliverable to Customer shall constitute that JustFOIA has conducted its own review and believes it meets Customer's requirements. Customer shall then have the right to conduct its own review of the Deliverable as Customer deems necessary. If Customer, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Customer shall have ten (10) business days after JustFOIA's submission to give written notice to JustFOIA, specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Customer fails to reject any Deliverable within ten (10) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Customer must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Customer within five (5) business days from request.
- Customer will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Customer will ensure that all Customer's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this SOW; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that all services contracted for, must be done as part of the initial implementation. For the avoidance of doubt, if there are portions of a Service Package that the Customer does not elect to do as part of the initial implementation, such services are forfeited. For further clarification, the foregoing does not apply to use of the portion of the Solution, but instead only the implementation of the same.

## PRO IMPLEMENTATION

### CUSTOMER REQUIREMENTS

- Provide a visual flow chart and/or narrative of current records request process(es) and requirements
- Fill out configuration form
- Attend system walkthrough and create any additional users
- Attend Admin and User trainings
- User Acceptance testing
- Complete JustFOIA Training Center trainings and certification

### JustFOIA TASKS & DELIVERABLES

- Lead project Kickoff Call to identify implementation milestones
- Deploy site in the Microsoft Azure Government Cloud
- Establish and configure initial Admin and Power User security credentials
- Personalize Public Portal with Customer branding
- Introduction and walkthrough to customer system
- Configure number of request forms defined in Order and necessary workflow statuses

<sup>1</sup> The Service Packages defined below are only applicable if included in the Pricing section.

- Set up current departments and observed holidays
- System email template configuration
- Provide configuration and training for purchased platform add-ons
- Technical support through user testing before going live
- Conduct 1 Remote Administrative training (2 hours); recording made available in Training Center
- Conduct 1 Remote User system training (1 hour); recording made available in Training Center
- Provide Hypercare Check-in Service (up to 2 weeks)
- Handoff to Customer Success and Support Teams
- Provide Go-Live Marketing press kit

## **PAYMENT PORTAL CONFIGURATION**

### **CUSTOMER REQUIREMENTS**

- Set up an account with a valid Payment Processor (JetPay/NCR, PayPal or Authorize.net)\*  
*\*To be completed no less than 30 days before Go Live date.*
- Supply credentials from Payment Processor
  - Client Key
  - Web Key
  - API Identifier
  - Payment Type Name
  - Allowed Payment Method

### **JustFOIA TASKS & DELIVERABLES**

- Conduct requirements gathering
- Configure and implement payment portal
- Complete testing and training

## **SINGLE SIGN-ON (SSO) CONFIGURATION**

### **CUSTOMER REQUIREMENTS**

- For Active Directory Federation Services (ADFS):
  - Follow the Microsoft documentation for installing and configuring ADFS and the Web Application proxy
  - Ensure that Web Application proxy SSO login is reachable from the public internet
  - Create a Relying Party Trust for JustFOIA (a PowerShell script will be provided)
- For Azure Active Directory:
  - Follow the Microsoft documentation for configuring and/or syncing users with Azure Active Directory
  - Choose a protocol to connect with. Examples: SAML, Open ID Connect
    - For customers hosted in an Azure sovereign or national cloud, the standard Azure Active Directory connection could fail to federate with JustFOIA systems, due to restrictions Microsoft has in place. A SAML or general Open ID Connect connection may need to be used.
  - Create an Enterprise Application in Azure AD, following any pertinent setup instructions from JustFOIA
- For others:
  - Follow the best practices documentation for your Identity Provider of choice
  - Choose a protocol to connect with (e.g.: SAML, Open ID Connect)
  - Work with JustFOIA to determine what pieces of information will be needed

### **JustFOIA TASKS & DELIVERABLES**

- Conduct requirements gathering
- Configure JustFOIA SSO:
  - Deliver any relevant documentation for connection type to the customer
  - Integration call with customer:
    - Walk through any outstanding setup and any Q&A, within the scope of JustFOIA responsibilities
  - Information gathered by customer is provided to JustFOIA
  - Enterprise Connection is created and established in the JustFOIA system
    - Customer tests the connection to validate it is configured and working correctly

- Complete testing and training

## **LASERFICHE INTEGRATION CONFIGURATION**

### **CUSTOMER REQUIREMENTS**

- If Laserfiche Cloud:
  - Active subscription to Laserfiche Cloud
  - Named Users:
    - A dedicated named user for archive and reporting
    - If active directory is not used a shared or individual named user for each user account in JustFOIA that will need access to Laserfiche.
  - Single Sign-on/Active Directory sign in:
    - Laserfiche Cloud setup to use client's active directory
    - JustFOIA's CWSAPI will need to be installed on a client's server that has access to both the Laserfiche Cloud and JustFOIA sites. This API is used to allow both JustFOIA and Laserfiche to communicate.
      - The server/site that the API is installed on must be set up to run under Windows Authentication. This will require the server to be on the domain.
- If On Prem:
  - Verify version 10.4 or later of the Laserfiche Server
  - Install CWSAPI on DMZ
  - Valid SSL certificate (not self-signed)
  - Restrict Firewall port access (443)
  - Grant remote server access to JustFOIA as necessary during configuration
- IT review of Laserfiche Expansion Guide

### **JustFOIA TASKS & DELIVERABLES**

- Delivery of installable Common Web Services API (CWS API)
- Configure and implement Laserfiche integration
- Complete testing and training



**APPENDIX 1 to  
ADDENDUM NO. 1 TO MASTER SERVICES AND LICENSING AGREEMENT NO. 26459J**

<b>CATEGORY</b>	<b>NUMBER</b>	<b>REQUIREMENTS</b>	<b>IS YOUR SOLUTION CAPABLE?</b>	<b>VENDOR COMMENTS (if needed)</b>
ADMIN	1	<i>Ability to add configurable automated messages (denials, partial fill, nothing withheld, etc.)</i>	Yes	All responses can be configured as templates in the system and delivered at the appropriate time.
ADMIN	2	<i>Ability to add requests manually with ability to indicate method of receipt (fax, phone, walk-in, intake employee, etc.)</i>	Yes	JustFOIA allows you to add requests manually and indicate the method of receipt.
ADMIN	3	<i>Ability to associate emails with accounts</i>	Yes	Email addresses can be a field to be searched and reported on.
ADMIN	4	<i>Ability to associate telephone numbers with accounts</i>	Yes	If telephone numbers are a field on your form, they can be tied to and tracked and searched.
ADMIN	5	<i>Ability to build multiple response methods</i>	Yes	Requests can be delivered electronically through a secured portal, via email or when appropriate in person. In-person fulfillment can be logged to have appropriate tracking.
ADMIN	6	<i>Ability to cancel requests</i>	Yes	Requests can be canceled when appropriate.
ADMIN	7	<i>Ability to create follow-up notification methodology</i>	Yes	Notifications can be configured to be delivered upon certain activities occurring within JustFOIA. Automatic email reminders for incomplete tasks can be set when assigned.
ADMIN	8	<i>Ability to deflect the requestor to already available information</i>	Yes	JustFOIA offers a Search Archive feature, where requesters can search for previous requests that have been made publicly available by the City. Requesters can search by keyword(s),

CATEGORY	NUMBER	REQUIREMENTS	IS YOUR SOLUTION CAPABLE?	VENDOR COMMENTS (if needed)
ADMIN	8	<i>Continued from Previous Page</i>		request type, date range and tags. On the Public Portal, frequently requested information can be notated in the welcome message to deflect requests made commonly and available without submitting a new request. The publicly displayed request details can also be searched, allowing more options for requester to self-serve.
ADMIN	9	<i>Ability to have a pop-up message for similar request made</i>	No	While the message at the top of the Public Portal can be configured to the City's needs, it will not "pop-up."
ADMIN	10	<i>Ability to have all permissions as users</i>	Yes	Admins can configure users to have all permissions; permissions can be edited at any time by Customer admins or with the assistance of JustFOIA technical support.
ADMIN	11	<i>Ability to integrate forms into workflows</i>	Yes	Workflows can be initiated from forms. Simple workflows, such as automated emails and notifications upon form submission are included in the base system functionality. More complex workflows, such as automatically assigning a request to departments based on form field entries, can be constructed for a fee.

CATEGORY	NUMBER	REQUIREMENTS	IS YOUR SOLUTION CAPABLE?	VENDOR COMMENTS (if needed)
ADMIN	12	<i>Ability to manage customer accounts (including--but not limited to--tracking payments)</i>	Yes	Customers can create accounts to track and manage all of their requests from a single portal. They are able to see received invoices, payments made and amounts due. Internally, customer's requests can be accessed and tracked. Though not at the user account level, reports are available to show fees due, payments made and balances due per request and are able to list the requester's name. These reports can be exported as an Excel file.
ADMIN	13	<i>Ability to manage online forms</i>	Yes	Forms can be configured via the Administrative tools.
ADMIN	14	<i>Ability to manage workflows</i>	Yes	Workflows can be configured internally by the customer.
ADMIN	15	<i>Ability to mandate required fields</i>	Yes	Form fields can be configured as required or not required.
ADMIN	16	<i>Ability to modify user permissions and access</i>	Yes	JustFOIA allows for highly granular permission modifications.
ADMIN	17	<i>Ability to modify workflows</i>	Yes	Workflows can be configured internally by the client.
ADMIN	18	<i>Ability to place balances on accounts</i>	Yes	Invoices can be issued to a requester through the request they submitted. Reporting allows customers to track outstanding balances tied to a specific request and show the requester name.

CATEGORY	NUMBER	REQUIREMENTS	IS YOUR SOLUTION CAPABLE?	VENDOR COMMENTS (if needed)
ADMIN	19	<i>Ability to point citizens to links that are already available for documents (P2C, Lexis Nexis, etc.)</i>	Yes	The Public Portal can be configured with links to other web portals for documents.
ADMIN	20	<i>Ability to send processed request(s) exclusively to requester</i>	Yes	Responsive documents can be made available to the requesters via an email notification that their documents are available for download. Additionally, an email can be sent to the requester containing the responsive documents, however the size of the documents is limited to the customer's email settings.
ADMIN	21	<i>Ability to Time and Date stamp status changes</i>	Yes	All changes are date/time stamped in the Audit History.
ADMIN	22	<i>Ability to upload training FOIA materials and updates</i>	Yes	JustFOIA provides access to its JustFOIA Training Center with every JustFOIA subscription. The Training Center is an online LMS that gives access to dozens of how-to, best practices, etc. videos about JustFOIA. Additionally, every customer's live trainings from implementation are uploaded to assist with new user and refresher training. Lastly, the City can choose to upload any training content they need to have users watch, track and report on for even non-FOIA related topics.
CONFIG	1	<i>Ability to automatically generate independent reference numbers by portal</i>	Yes	Reference numbers are configurable with alpha-numeric options with

CATEGORY	NUMBER	REQUIREMENTS	IS YOUR SOLUTION CAPABLE?	VENDOR COMMENTS (if needed)
CONFIG	1	<i>Continued from Previous Page</i>		prefix and suffix options as well.
CONFIG	2	<i>Ability to configure the request page</i>	Yes	While many elements of the request page can be configured, at this time not every element of the Public Portal is able to be moved or changed.
CONFIG	3	<i>Organize by independently-configured portals: one for police requests one for all other City requests</i>	Yes	2 forms can be configured. In addition, the client may configure more forms at anytime within JustFOIA if necessary.
CONFIG	4	<i>Separate reference numbers for police portal and general request City portal</i>	Yes	This is configurable.
EXTERNAL	1	<i>Ability for the requestor to access the system to monitor status of the request and receive updates via email (if requested)</i>	Yes	Requesters can access their request with their Reference Number and Security Key (or by logging in, if they created an account). Once logged in, they can see the status of their request. Email updates may be sent by the customer to the requester either ad-hoc, automatically by the system, or using customer-created email templates.
EXTERNAL	2	<i>Ability for the requestor to cancel the request</i>	Yes	Requestor can communicate/cancel the request via our correspondence module by responding to an email sent from the customer (not a no-reply system email).
EXTERNAL	3	<i>Ability for the requestor to fill out an online request</i>	Yes	Fully configurable online form.

CATEGORY	NUMBER	REQUIREMENTS	IS YOUR SOLUTION CAPABLE?	VENDOR COMMENTS (if needed)
EXTERNAL	4	Ability for the requestor to receive electronic notifications when request is completed	Yes	Configurable email notifications can be sent to the requestor upon completion.
EXTERNAL	5	Ability to download the attached files	Yes	Requesters will be able to download the attached files via their secure portal.
FIELDS	1	Account number	Yes	
FIELDS	2	Date Due	Yes	
FIELDS	3	Date Submitted	Yes	
FIELDS	4	Date the Responsible Department was notified	Yes	
FIELDS	5	Follow Through	Yes	
FIELDS	6	Hard copy of redacted copies	Yes	
FIELDS	7	Hold	Yes	
FIELDS	8	Invoiced Hours	Yes	
FIELDS	9	Labor Hours (By Department)	Yes	
FIELDS	10	Legal (Review)Time	Yes	
FIELDS	11	List of Documents	Yes	
FIELDS	12	Name of Requestor	Yes	
FIELDS	13	Page Count	Yes	
FIELDS	14	Payment Amount	Yes	
FIELDS	15	Payment Due Date	Yes	
FIELDS	16	Payment Past Due Date(s)	Yes	
FIELDS	17	Payment Type	Yes	
FIELDS	18	Redaction Time	Yes	
FIELDS	19	Requestor Name	Yes	
FIELDS	20	Status	Yes	
GENERAL	1	CJIS and HIPAA certified	Yes	JustFOIA has achieved the CJIS-ACE Seal, the closest thing to CJIS certification a software company can attain: the first and only industry standard process for compliance in accordance with the FBI CJIS Security Policy. JustFOIA is SOC 2 Type 2 audited and works with the customer to make sure everything within JustFOIA is HIPAA-compliant. All staff undergoes CJIS and

CATEGORY	NUMBER	REQUIREMENTS	IS YOUR SOLUTION CAPABLE?	VENDOR COMMENTS (if needed)
GENERAL	1	<i>Continued from Previous Page</i>		HIPPA awareness training.
INTERNAL	1	<i>Ability for other users and legal counsel to toggle proposed redactions within each file to review what is being proposed for redaction (without needing to look side-by-side at unredacted version)</i>	Yes	Users with appropriate access can see proposed redactions and the original within the same viewing pane. "Drafts" can be saved in order to allow users and legal counsel to collaborate before final-saving/hard-coding the redactions into the document.
INTERNAL	2	<i>Ability for the user to place workflow comments and questions within the request to allow other users to help organize what needs to be done (i.e. the cause of delay or waiting for information)</i>	Yes	The Discussions feature allows users, departments and even external users (not set-up in JustFOIA - i.e. infrequent departments, legal counsel, 3rd party-IT, etc.) to communicate back-and-forth about the request. All discussions are saved with the request history.
INTERNAL	3	<i>Ability to add a time limit or # of downloads from the portal</i>	Yes	Requests can be made to have an expiration date from being searchable on the Public Portal. Requests can not be limited to a certain number of downloads by requesters with a Security Key.
INTERNAL	4	<i>Ability to add requests manually (with the ability to indicate intake employee and method of receipt)</i>	Yes	JustFOIA allows you to add requests manually and indicate the method of receipt.
INTERNAL	5	<i>Ability to archive documents and requests</i>	Yes	

CATEGORY	NUMBER	REQUIREMENTS	IS YOUR SOLUTION CAPABLE?	VENDOR COMMENTS (if needed)
INTERNAL	6	Ability to attach multiple files/attachments at once from PC or email	Yes	
INTERNAL	7	Ability to auto redact (SSN, CC info, other protected information)	Yes	Customers can use specific patterns that they wish to auto-redact, including xxx-xx-xxxx for Social Security Numbers.
INTERNAL	8	Ability to change status of requests, including reassignment to other users	Yes	This can be done using JustFOIA's workflow tools and is limited to users with the proper permissions.
INTERNAL	9	Ability to collaborate between departments individually or in groups	Yes	JustFOIA's Discussions module allows for a group to collaborate about a request.
INTERNAL	10	Ability to display user-defined disclaimers by request type	Yes	
INTERNAL	11	Ability to download the attached files	Yes	
INTERNAL	12	Ability to export all data at end of contract, all data is owned by The City of Fargo	Yes	
INTERNAL	13	Ability to forward work flows for specified date ranges to specific users internal to the system without the administrator needing to become involved	Yes	Power Users, and other properly permissioned Users, are able to reassign workflow tasks. There are no date-range settings to do this in a bulk format. A feature of the JustFOIA Enterprise platform is the ability to Bulk Assign a group of requests to a Department or User. This list could be filtered by date and requests would then be selected and assigned.
INTERNAL	14	Ability to indicate in the dashboard view the time and date the complete request was opened by the requester	No	Within the request, all users (Admins, Power Users, and General Users) can see the date and time that the responsive records (according to their



CATEGORY	NUMBER	REQUIREMENTS	IS YOUR SOLUTION CAPABLE?	VENDOR COMMENTS (if needed)
INTERNAL	14	<i>Continued from Previous Page</i>		permissions) were downloaded from the Public Portal by the requester. This is also in the Audit Logs, which are accessible by Admins only.
INTERNAL	15	<i>Ability to keep all documents internal without special steps</i>	Yes	You can select all documents at a time and easily set them to not release and keep them internal.
INTERNAL	16	<i>Ability to lock original files so they cannot be altered except within the system for redaction purposes</i>	Yes	Once a record has been redacted and those redactions have been saved, those redactions cannot be removed. The original file is always preserved.
INTERNAL	17	<i>Ability to lock redacted files so they cannot be altered</i>	Yes	Once a file has been redacted and those redactions have been saved, those redactions cannot be removed and are burned in. However, there is no way to disallow that redacted file to undergo additional redactions.
INTERNAL	18	<i>Ability to maintain an original copy of the file when redacting within solution</i>	Yes	The original, unredacted copy is stored along with the redacted copy within the request in JustFOIA.
INTERNAL	19	<i>Ability to modify due dates</i>	Yes	Admins can modify due dates within JustFOIA.
INTERNAL	20	<i>Ability to modify internal calendars to account for City holidays</i>	Yes	Admins can modify City holidays.
INTERNAL	21	<i>Ability to prevent the physical deletion of audit trail data</i>	Yes	There is no way in the system to remove actions from the audit trail. All history will remain in the audit trail.
INTERNAL	22	<i>Ability to produce secure unredacted copy for records that are redacted</i>	Yes	The original, unredacted copy is stored along with the redacted copy within the request in JustFOIA.

CATEGORY	NUMBER	REQUIREMENTS	IS YOUR SOLUTION CAPABLE?	VENDOR COMMENTS (if needed)
INTERNAL	23	Ability to see when requestor has opened the transmitted files (which becomes part of the digital record for that requestor for historical audit purposes)	Yes	This is shown in the request's Audit History.
INTERNAL	24	Ability to track the time regardless whether it is a part of the fees	Yes	Time & Materials tracking comes standard with your JustFOIA subscription.
INTERNAL	25	Ability to upload large audio files with no size limitation (wav, mp3, mp4, etc.)	Yes	The customer's bandwidth is the only limiting factor to uploading large files.
INTERNAL	26	Ability to upload large files with no size limitation (pdf, word, excel, ppt, etc.)	Yes	The customer's bandwidth is the only limiting factor to uploading large files.
INTERNAL	27	Ability to upload large video files with no size limitation	Yes	The customer's bandwidth is the only limiting factor to uploading large files.
INTERNAL	28	Feature an "At-a-glance" data dashboard view of the workflow (this would include payment status, deadline management, task and role assignments, requester communications, etc.)	Yes	Payment status could be set as an internal field and displayed on the Request List.
INTERNAL	29	Feature configurable drop down menus	Yes	
INTERNAL	30	Feature configurable pick lists	Yes	
INTERNAL	31	Feature data dashboard with updates frequently to be able to provide accurate information quickly	Yes	Dashboard is a core function that allows for overview of the current request environment.
INTERNAL	32	Feature email notifications to all users for each portal when tasks are nearing deadline	Yes	Email notifications are fully configurable within JustFOIA, including automatic reminders.
INTERNAL	33	Feature email notifications to the FOIA coordinator (admin) for each portal when new requests are entered or when time expended has exceeded deposit amount received from requestor	Yes	
INTERNAL	34	Incorporate time limits or number of downloads	Yes	Requests can be made to have an expiration date from being searchable on the

CATEGORY	NUMBER	REQUIREMENTS	IS YOUR SOLUTION CAPABLE?	VENDOR COMMENTS (if needed)
INTERNAL	34	<i>Continued from Previous Page</i>		Public Portal. Requests can not be limited to a certain number of downloads by requesters with a Security Key.
INTERNAL	35	<i>The software will be required to have up to six (6) color options for redactions</i>	Yes	JustFOIA has 18 color options for redactions.
INTERNAL	36	<i>The software will be required to track collective time expended across the organization and alert the FOIA admin when the allotted time has been expended (to allow for additional billing to requestor)</i>	No	Time & Materials tracking comes standard with your JustFOIA subscription. There is no automated alert for time expended, though. Within no more than 90 days of the Order Date, we will complete a formal scope document with the customer based on their requirements of this feature request and work closely with them in the building and testing of the new feature. Based on the current understanding of the requirements and barring any undisclosed functionality requirements or resource issues, we expect this feature to be released in Q4 of 2022. This will be at no cost to the Customer.
PAYMENTS	1	<i>Ability to add a convenience fee to credit card transactions</i>	Yes	
PAYMENTS	2	<i>Ability to add manual payments when received directly (cash, check, money order, credit card over the phone)</i>	Yes	
PAYMENTS	3	<i>Ability to automatically create an estimate</i>	Yes	

CATEGORY	NUMBER	REQUIREMENTS	IS YOUR SOLUTION CAPABLE?	VENDOR COMMENTS (if needed)
PAYMENTS	4	<i>Ability to integrate with at least one of the City's two credit card merchants (Heartland Payment Systems and Stripe)</i>	Yes	Authorize.net has Heartland Payment Systems as an authorized merchant account and JustFOIA has an integration with Authorize.net. This requires JustFOIA's Payment Portal integration, which has been included in the Customer's
PAYMENTS	4	<i>Ability to integrate with at least one of the City's two credit card merchants (Heartland Payment Systems and Stripe)</i>	Yes	configuration/proposal. Any fees required by Authorize.net/Heartland Payment Systems are handled separately by the Customer.
PAYMENTS	5	<i>Ability to pay through the portal</i>	Yes	JustFOIA integrates with several popular payment processors to allow requesters to pay through the Portal. This is an additional fee.
PAYMENTS	6	<i>Ability to produce a deposit letter and require deposit or down payment before access is granted</i>	Yes	Deposit letters are done via email templates and can be delivered once a cost estimate is produced. Responsive documents can be marked as to not be downloaded until all invoices have been paid.
PAYMENTS	7	<i>Ability to produce an invoice and add line items to the itemized invoice</i>	Yes	Invoicing is a core function to JustFOIA and allows for line item descriptions.
PAYMENTS	8	<i>Ability to produce receipt of payment</i>	Yes	
PAYMENTS	9	<i>Ability to record payment type</i>	Yes	Notes and attachments can be placed on a payment to provide greater detail history.
PAYMENTS	10	<i>Ability to store receipts of payment</i>	Yes	Payments can be tracked via reporting.
PAYMENTS	11	<i>Ability to track payments</i>	Yes	Payments are tracked within the history of a

CATEGORY	NUMBER	REQUIREMENTS	IS YOUR SOLUTION CAPABLE?	VENDOR COMMENTS (if needed)
PAYMENTS	11	<i>Continued from Previous Page</i>		request and can also be tracked via reporting.
PAYMENTS	12	<i>Notifications of past due deposit requests</i>	Yes	Email templates can be produced to send out to requestor when payments are past due.
PRESENTATION	1	<i>Ability to list the documents provided</i>	Yes	
PRESENTATION	2	<i>Ability to record the date and time documents were transmitted</i>	Yes	
PRESENTATION	3	<i>Ability to record the method of document delivery</i>	Yes	
PRESENTATION	4	<i>Ability to store and send audio files</i>	Yes	
PRESENTATION	5	<i>Ability to store and send video files</i>	Yes	
REPORTS	1	<i>Ability to produce metrics by costs incurred</i>	Yes	
REPORTS	2	<i>Ability to produce metrics by costs recovered</i>	Yes	
REPORTS	3	<i>Ability to produce metrics by department</i>	Yes	
REPORTS	4	<i>Ability to produce metrics by outstanding invoices</i>	Yes	
REPORTS	5	<i>Ability to produce metrics by pages produced</i>	Yes	This would need to be recorded manually per request and could then be reported on.
REPORTS	6	<i>Ability to produce metrics by requestor name</i>	Yes	
REPORTS	7	<i>Ability to produce metrics by requestor type (ex. non-profit, private party, media etc.)</i>	Yes	
REPORTS	8	<i>Ability to produce metrics by subject</i>	Yes	
REPORTS	9	<i>Ability to produce metrics by time spent</i>	Yes	
REPORTS	10	<i>Ability to produce reports by time of completion</i>	Yes	
SEARCH	1	<i>Ability to search by attachment</i>	Yes	
SEARCH	2	<i>Ability to search by department</i>	Yes	
SEARCH	3	<i>Ability to search by keyword</i>	Yes	
SEARCH	4	<i>Ability to search by requestor</i>	Yes	
TECH	1	<i>Ability to integrate Google Translate</i>	Yes	Since JustFOIA is browser-based, the Google Translate extension may be added to the browser. This will allow any

CATEGORY	NUMBER	REQUIREMENTS	IS YOUR SOLUTION CAPABLE?	VENDOR COMMENTS (if needed)
TECH	1	<i>Continued from Previous Page</i>		pages in JustFOIA to be translated.
TECH	2	<i>Ability to protect COF data from threats of data breach</i>	Yes	Data is stored in MS Azure Government Cloud and meets FedRAMP High/NIST standards. JustFOIA provides our clients with the highest level of security provided in the MS Azure environment at no additional cost. JustFOIA is SOC2 certified.
TECH	3	<i>Ability to provide support from 8 a.m. until 5 p.m. (CST) Monday through Friday</i>	Yes	
TECH	4	<i>Ability to provide three environments: Production, Test and Development</i>	No	On the day the customer goes live on their JustFOIA production site accepting new requests from the public, we will take a snapshot of the configuration and database. A new sandbox site will be created based on that snapshot and made available to the customer at no cost for independent testing purposes.
TECH	5	<i>Ability to store attached documents outside of the database</i>	No	JustFOIA is a SaaS Solution and is hosted on Microsoft Azure Government Cloud infrastructure.
TECH	6	<i>Ability to store attached documents within the database</i>	Yes	
TECH	7	<i>Ability to work in no lower than one version below the most up-to-date version: for example if the SQL Server latest version is 2018 then system should work in SQL server 2016</i>	No	JustFOIA is a SaaS Solution and is hosted on Microsoft Azure Government Cloud infrastructure and is always up-to-date.

CATEGORY	NUMBER	REQUIREMENTS	IS YOUR SOLUTION CAPABLE?	VENDOR COMMENTS (if needed)
TECH	8	<i>Ability to work with all major current or to-be-added browsers (Edge, Chrome, FireFox and Safari) and be mobile responsive</i>	Yes	JustFOIA is continually tested on all major browsers.
TECH	9	<i>Allow the mobile apps to be used on Android, Apple and Windows based systems</i>	Yes	JustFOIA doesn't have an app, but is mobile-friendly on Android, Apple and Windows mobile devices.
TECH	10	<i>Integration with Active Directory for user authentication (and to also allow for forms authentication), in addition to SAML-based SSO logins</i>	Yes	JustFOIA has included this with our response.
TECH	11	<i>Provide data dictionary</i>	No	JustFOIA is a fully hosted solution that does not require customer IT to manage the database.
TECH	12	<i>Provide detailed project plan</i>	Yes	
TECH	13	<i>Provide documentation which maps Forms (screens) to Tables</i>	No	JustFOIA is a fully hosted solution that does not require customer IT to manage the database.
TECH	14	<i>Provide documented procedures and steps for installing new and updated software</i>	Yes	JustFOIA is a fully hosted solution that does not require customer IT to manage the software updates. JustFOIA releases planned updates during our regularly scheduled maintenance window every Tuesday night. There is nothing for the customer to install unless the Laserfiche Integration add-on was purchased.
TECH	15	<i>Provide module narratives (for example: What "Requests" module includes, main components, interactions with other modules such as "Fees", "Reports", etc.)</i>	Yes	Workflow Module allows for clients to route requests to appropriate department(s). Our workflow allows for multiple users to be working on a request

CATEGORY	NUMBER	REQUIREMENTS	IS YOUR SOLUTION CAPABLE?	VENDOR COMMENTS (if needed)
TECH	15	<i>Continued from Previous Page</i>	Yes	<p>simultaneously. Correspondence Module allows clients to email requestor directly from the application either with ad-hoc emails or with your own custom templates. In addition, phone conversations, letters and other forms of correspondence can be logged to have full tracking of communication. Responsive Documents tools allow for documents of any type or size to be uploaded into JustFOIA. Once documents are uploaded they can be redacted (add-on tool) via our Auto-redaction tool or manual redaction. Time and material can be logged by those completing tasks and tracked within JustFOIA. In addition, estimates of time and material can be tracked prior to any processing of the request if necessary. Fees can be created and tied to your existing fee schedule. Once fees are created they can be automatically emailed</p>
TECH	15	<i>Provide module narratives (for example: What "Requests" module includes, main components, interactions with other modules such as "Fees", "Reports", etc.)</i>	Yes	<p>to the requestor along with payment instructions. In addition, fees can be paid online (optional add-on) as well. JustFOIA has a full reporting module that</p>



CATEGORY	NUMBER	REQUIREMENTS	IS YOUR SOLUTION CAPABLE?	VENDOR COMMENTS (if needed)
TECH	15	<i>Continued from Previous Page</i>		allows for the creation and customization of reports. In addition, reports can be exported directly into MS Excel.
TECH	16	<i>Provide system flow charts</i>	Yes	Within JustFOIA, we provide an Overview and Detailed Workflow History to show how a request has been routed through the organization.
TECH	17	<i>Provide table layouts &amp; database schemas</i>	No	JustFOIA is a fully hosted solution that does not require customer IT to manage the database.
TECH	18	<i>Provide testing plans</i>	Yes	For the initial configuration of a customer's site, a testing plan will be provided.
TECH	19	<i>Provide utilities for synchronizing environments. For example: from production to test</i>	No	At a frequency of no more than once every 90 days, the customer may request a refresh of their sandbox site configuration and data to reflect the current state of their production environment.
TECH	20	<i>Routine user operations should show no signs of slow performance: three second max (with exception for reports or nightly jobs) or one second max (excluding network response time)</i>	Yes	
TECH	21	<i>The software schedule of major service packs or releases every 12-36 months</i>	Yes	
TECH	22	<i>Vendor's project manager needs to be readily available to COF team on daily basis</i>	Yes	

REPORT OF ACTION

8

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-21-A0

Type: Contract Amendment #1

Location: University Dr & 52nd Ave S

Date of Hearing: 4/11/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/18/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Roger Kluck</u>

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, related to Contract Amendment #1 submitted by Houston Engineering in the amount of \$30,000.00 for additional work.

Staff is recommending approval of Contract Amendment #1 in the amount of \$30,000.00, bringing the total contract amount to \$193,500.00.

On a motion by Steve Sprague, seconded by Tim Mahoney, the Committee voted to recommend approval of Contract Amendment #1 to Houston Engineering.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Contract Amendment #1 in the amount of \$30,000.00, bringing the total contract amount to \$193,500.00 to Houston Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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

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

COMMITTEE

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
			<u><input checked="" type="checkbox"/></u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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- Tim Mahoney, Mayor
- Nicole Crutchfield, Director of Planning
- Steve Dirksen, Fire Chief
- Bruce Grubb, City Administrator
- Ben Dow, Director of Operations
- Steve Sprague, City Auditor
- Brenda Derrig, City Engineer
- Vacant, Finance Director

ATTEST:

  
Brenda E. Derrig, P.E.  
City Engineer

C: Kristi Olson

# Memorandum

**To:** Members of PWPEC

**From:** Roger E. Kluck, PE, CFM  
Engineer II Storm Sewer/Floodplain

**Date:** April 5, 2022

**Re:** Project No. FM-21-A0 - Amendment #1 to Task Order #7  
Red River Erosion Protection & Bank Stabilization

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**Background:**

Fargo through their Consulting Engineer, Houston Engineering, has been working on the permitting for the Red River Bank Stabilization near University Drive and 52<sup>nd</sup> Avenue South. Through the design process for the shoreline stabilization, we have been monitoring the movement of the north lane of 52<sup>nd</sup> Avenue, east of University Drive South. Towards the end of the summer of 2021, Engineering determined that the movement of the road had reached a point requiring repair. Nathan Boerboom worked with the Diversion Authority to expand their funding for the shoreline stabilization to include the road and slope repairs on 52<sup>nd</sup> Avenue, which is tied to the needed bank stabilization on the Red River.

The Houston Engineering submittal for the additional design work increases their contract from \$163,500 to \$193,500 based upon hourly not to exceed services. The goal is to bid the work in late summer for construction this year, pending permit authorization.

Engineering believes the proposal is reasonable and recommends authorization of the work. Funding will come from Sales Tax Funds-Flood Control-460. The Houston Engineering proposed services document is attached to this memorandum. The street and sidewalk revisions along 52<sup>nd</sup> Avenue South, east of University Drive will include additional engineering services for Project Development, Construction Administration, Inspection, and Survey.

**Recommended Motion:**

Approve a Task Order Amendment #1 for \$30,000.00 to Houston Engineering, Inc. for Project No. FM-21-A0 for engineering services for a revised not to exceed contract amount of \$193,500.00 for the Red River Erosion Protection and Bank Stabilization.

REK/klb  
Attachment

MS-19-A0 Task Order No. 7-Amendment No. 1

Houston Engineering, Inc.

In accordance with paragraph 1.1 of the Task Order Agreement between Owner and Engineer for Master Professional Services, dated February 14, 2019 ("Agreement"), Owner and Engineer agree as follows:

**1. Specific Project Data**

- A. Project Title: FM-21-A0 Red River Erosion Protection & Bank Stabilization
- B. Description: This Task Order is for the design engineering services for FM-21-A0 which will include Red River Bank Stabilization and erosion protection in the area of South University Drive at 52 Avenue South.
- C. Amendment No. 1: This amendment to the task order covers the added work due to design and plan preparation for repair of 52<sup>nd</sup> Ave S east of University Drive S as outlined in the attached Houston Engineering proposal.

**2. Services of Engineer**

Services to be completed by the Engineer are as specified in the amendment number 1 to Task order No. 7 submitted by Houston Engineering. Added design work proposal is attachment A of this amended Task Order.

**3. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Master Services Agreement dated February 14, 2019.

**4. Times for Rendering Services**

Phase	Completion Date
Phase 1: 30% Design	March 5, 2021
Phase 2: 90% Plans	April 2, 2021
Phase 3: 100% Plans	Late Summer 2022
52 <sup>nd</sup> Ave Design added work	Late Summer 2022

**5. Payments to Engineer**

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

Phase	Compensation Method	Lump Sum, or Estimate of Compensation for Services
Phase 1: Project Development	Hourly Not to Exceed	\$68,500.00
Phase 2: Construction Administration, Inspection, & Survey	Hourly Not to Exceed	\$95,000.00
Amendment No. 1 52 <sup>nd</sup> Ave Design	Hourly Not to Exceed	\$30,000.00
		Total Services revised = \$193,500.00

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

MS-19-A0 Task Order No. 7-Amendment No. 1

Houston Engineering, Inc.

**6. Attachments**

Attachment A – Proposal for amendment No. 1

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

The Effective Date of this Task Order amendment is April 18, 2022.

Owner:

Engineer:

By: \_\_\_\_\_

By: Jerry Bents

Name: Dr. Tim Mahoney

Name: Jerry Bents, PE

Title: Mayor

Title: Vice President, Principal-In-Charge

Designated Representative for Task Order:

Designated Representative for Task Order:

Name: Roger E. Kluck, PE, CFM

Name: Michael P. Love, PE

Title: Engineer II

Title: Project Manager

Approval Requirements

\$15,000 or less – City Engineer

\$15,001 - \$150,000 – PWPEC

Over \$150,000 – PWPEC & Commission

Fargo Corporate Office  701.237.5065  701.237.5101

1401 21st Avenue North Fargo ND 58102



**HOUSTON ENGINEERING TASK ORDER NO. 7**

**AMENDMENT NO. 1 - FOR ADDITIONAL ENGINEERING SERVICES**

**Project:** City of Fargo Project FM-21-A0 – Red River Erosion Protection & Stabilization  
HE Project No. 6059-0186

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

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

**Description  
of Work:** This contract amendment is for additional Professional Engineering services necessary to develop final plans and specifications for the above referenced project. The west bound turn lane of 52<sup>nd</sup> Ave S at University Dr. has experienced settlement as a result of continued slope instability in the area. The City has requested that the turn lane be shifted west to move it out of the existing failure limits and that associated utilities and walk ways also be relocated. In order to reduce driving forces of the slope failure, they have requested that slope unloading also be completed. In order to incorporate these additional design elements into the final design, additional Professional Engineering services beyond the original project scope will be required. The additional services required are broken down by task in the following sections.

**Phase 1 – Project Development**

The following additional components will be designed and incorporated into the final construction documents for the Red River Erosion Protection & Stabilization project: turn lane and walking path relocation; street light and signal loop detection system relocation; slope unloading grading plan; underground utility modifications. These revisions will require additional coordination with the Fargo Park District and private utility companies. The addition of slope unloading will require that the no-rise hydraulic analysis be updated to incorporate the planned slope unloading. The current planting plan will need to be modified to incorporate the revised grading and

 Bismarck	701.323.0200	701.323.0300	 Minot	701.852.7931	701.858.5655
 Maple Grove	763.493.4522	763.493.5572	 Thief River Falls	218.681.2951	218.681.2987



Page 2

new tree impacts along 52<sup>nd</sup> Ave S. The following proposed budget amendment is being requested to complete this additional work.

**Phase 1 Budget Amendment \$30,000**

**Basis of**

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

**Fee:** The total budget for the above described tasks is \$30,000. Additional work required beyond the scope listed above will be billed at our current hourly rates.

**Conditions:** The work outlined in this amendment will be performed in accordance with the Task Order Agreement between Owner and Engineer for Master Professional Services, dated February 14, 2019.

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

**HOUSTON ENGINEERING, INC.**

A handwritten signature in black ink, appearing to read 'Michael P. Love', is written over a horizontal line.

Michael P. Love, PE  
Project Manager

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-19-C1 Type: Utility Relocation & New 3-Phase Power
Location: Woodcrest Drive Date of Hearing: 4/11/2022

Table with 2 columns: Routing, Date. Rows include City Commission (4/18/2022), PWPEC File (X), Project File (Rob Hasey).

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, regarding Xcel Energy relocation of residential 1-phase power and installation of new 3-phase power and a transformer for the new storm sewer lift station.

Project FM-19-C1 is for the installation of an earthen levee and storm water lift station in the Woodcrest Neighborhood. 1-phase power supplying 119 & 167 South Woodcrest Drive will need to be relocated.

A new storm sewer lift station will be installed in the cul-de-sac between North Woodcrest Drive and South Woodcrest Drive combining storm water from the two old outfall locations to the new lift station.

Staff is seeking approval of payment in the amount of \$106,226.18 to Xcel Energy for the relocation of residential 1-phase power and installation of new 3-phase power and transformer for the new storm sewer lift station.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of payment to Xcel Energy in the amount of \$106,226.18 for utility relocation and new 3-phase power lift station service.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve payment to Xcel Energy in the amount of \$106,226.18 for utility relocation and new 3-phase power lift station service.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

Table with 2 columns: Yes, No. Rows include Developer meets City policy, Agreement for payment, Letter of Credit required.

COMMITTEE

Table with 4 columns: Present, Yes, No, Unanimous. Lists committee members and their voting status.

ATTEST:

C: Kristi Olson

Signature of Brenda E. Derrig, P.E., City Engineer



# Memorandum

**To:** Members of PWPEC  
**From:** Rob Hasey, Project Manager  
**Date:** April 11, 2022  
**Re:** Project No. FM-19-C1 – Xcel Energy 1-Phase Residential Power Relocation & New 3-Phase Power for Storm Sewer Lift Station

---

**Background:**

Project No. FM-19-C1 is for the installation of an earthen levee and storm water lift station in the Woodcrest Neighborhood located along North & South Woodcrest Drive near Willow Road North.

1-phase power supplying houses #119 South Woodcrest Drive through #167 South Woodcrest Drive will need to be relocated. A new earthen levee will be placed in the rear yards and the transformers for the 1-phase power are located in the same area. The City and Xcel have agreed that the City would pay \$10,636.86 to relocate power to the front yards for #119 through #167 due to the levee project requiring relocation of the transformers and Xcel would pay \$42,035.25 to relocate their infrastructure to the protected side of the levee.

Another component of the project will be the installation of a new storm sewer lift station in the cul-de-sac between North Woodcrest Drive and South Woodcrest Drive. Storm sewer lift station #39 is currently located in the eastern extents of the VA parking lot and will be removed upon completion of the new lift station. New storm sewer will be installed along North and South Woodcrest Drive redirecting storm water from the two old outfall locations to the new lift station. The new lift station pumps will need 3-phase power to operate. The nearest location to pull 3-phase power is at Elm Street. Xcel will install new 3-phase power cable approximately 2,900' and install a new transformer near the new lift station. Total cost for new 3-phase power is \$95,589.32. Xcel Energy charges this cost 100% to the user and does not cover any of the installation costs.

For your review, the underground service forms for both 1-phase residential power relocation and new 3-phase power for the storm sewer lift station is included with this Memorandum.

**Recommended Motion:**

Approve payment of \$106,226.18 to Xcel Energy for the relocation of residential 1-phase power and installation of new 3-phase power and a transformer for the new storm sewer lift station. Xcel requires pre-payment for this work prior to performing the 1-phase service relocation and 3-phase lift station service.

All costs to be paid from Sales Tax Funds – Flood Control - 460.

RJH  
Attachments

C: Nathan Boerboom, Division Engineer



**Robert J Hasey**

---

**From:** Meissner, Josh E <Josh.E.Meissner@xcelenergy.com>  
**Sent:** Tuesday, February 01, 2022 10:39 AM  
**To:** Robert J Hasey  
**Cc:** Mike Love; Nathan Boerboom  
**Subject:** RE: Woodcrest electrical relocation discussion follow up

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

Robert,

I forwarded this email to my Manager and he agreed with you on the discussion of the 1PH Rebuild. He still wants to move forward with this plan to keep everything on the dry side of the levee.

As for the lift station, we do not give revenue justification due to the inconsistent load profile. That is something we have agreed to in our tariffs filed with the ND PSC. Each UG Service has a different dollar amount due to each length being different. See below on that change for 113.

City pays \$95,589.32 (100%) for new 3 phase power.

City pays \$10,636.86 for relocating 9 of the 10 electrical services, which are necessary to be relocated due to the new levee alignment.

City Total: \$106,226.18

Xcel pays \$41,028.65 for 1 phase rebuild.

Xcel pays \$1,006.60 for relocating service to #113 South Woodcrest as a result of relocating the transformer to the protected side of the levee

Xcel Total: \$42,035.25

Please let me know if you have questions and if you agree with these changes?

Thanks

Josh

**From:** Robert J Hasey <RHasey@FargoND.gov>  
**Sent:** Tuesday, February 1, 2022 9:08 AM  
**To:** Meissner, Josh E <Josh.E.Meissner@xcelenergy.com>  
**Cc:** Mike Love <mlove@houstoneng.com>; Nathan Boerboom <NBoerboom@FargoND.gov>  
**Subject:** Woodcrest electrical relocation discussion follow up

**EXTERNAL - STOP & THINK before opening links and attachments.**

Good morning Josh,

As we were discussing on 1/28/2022 during the Woodcrest meeting the City believes that the costs associated with rerouting the 1 phase power and installing new 3 phase power should be shared as follows:

- City pays \$95,589.32 (100%) for new 3 phase power. Is there any possibility of Xcel also sharing a portion of this cost seeing that the City will be paying usage rates on the electricity consumed by the lift station for the foreseeable future?
- City pays \$10,479.11 (90%) for relocating 9 of the 10 electrical services, which are necessary to be relocated due to the new levee alignment  
Totaling \$106,068.43 (71.5% of overall project cost)
- Xcel pays \$41,028.65 for 1 phase rebuild
- Xcel pays \$1,164.35 (10%) for relocating service to #113 South Woodcrest as a result of relocating the transformer to the protected side of the levee  
Totaling \$42,193 (28.5% of overall project cost)

Currently the 1 phase transformer located at P7 could remain where it is at and the City could still complete our levee project. But as previously discussed, it may be good timing to relocate this transformer to the protected side of the levee so that your infrastructure can remain dry during periods of flooding.

## 1-Phase Residential Relocation Info

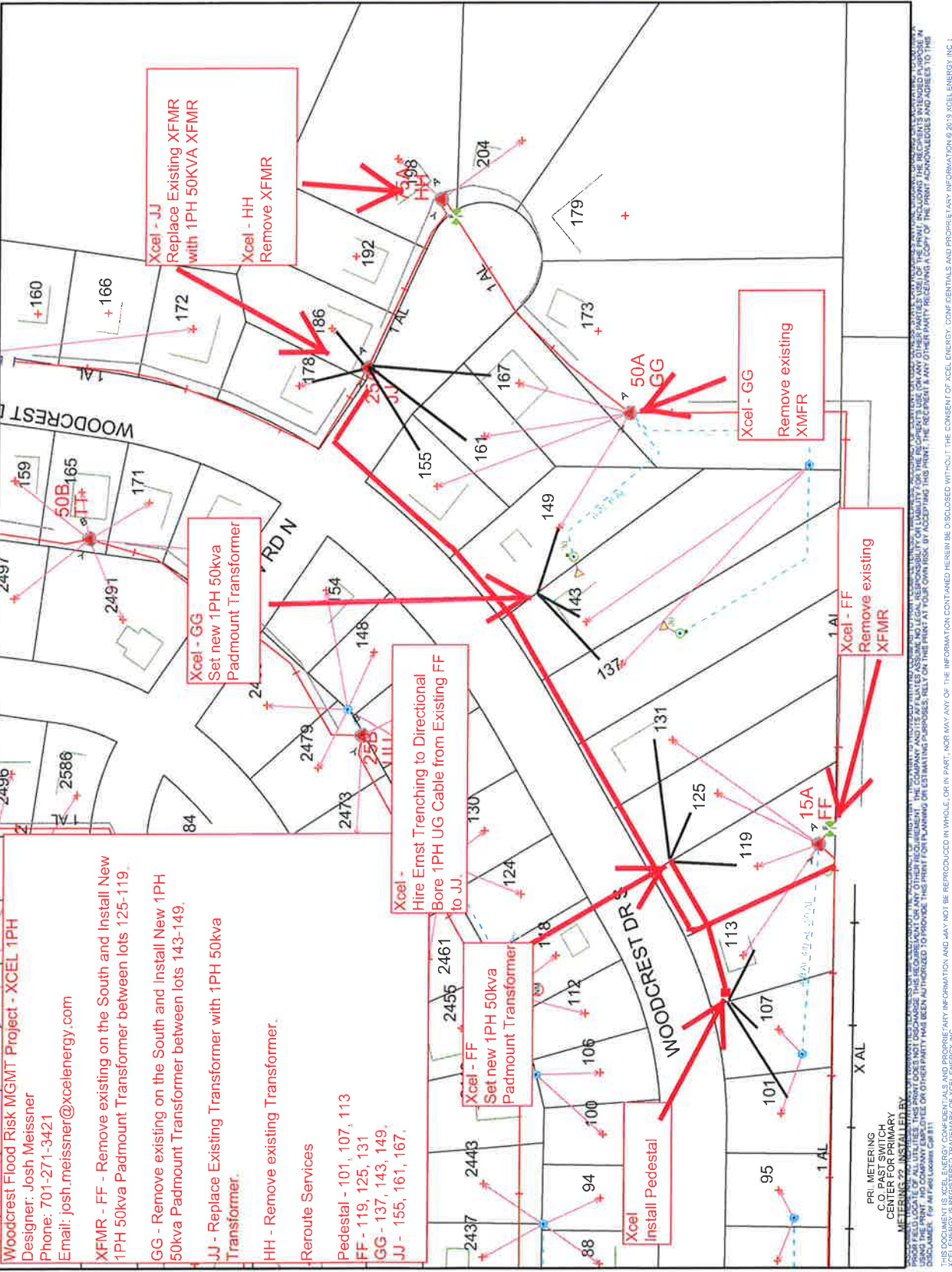
Work Order Information	
Service Request #	
Design Number	24-267
Designer/Partner ID	
Designer/Partner Name	
Designer/Partner Ph #	(800) 506-0000
Manager Approval	
Just Liability	
E	G
T	C

Design Location	
Division	Fargo
County	Cass
City	Fargo only
Address	
T: 42N R: 48W S: 29	
Map #	FCCC032
Parcel	
Electric	
Feeder	
Phase	
System	Passive
Size	Minimal
Dead End	
Work Order #	
Date:	12/15/2021
Sketch #	Of # Sketch Data
Scale:	1" equals 114'

CONSTRUCTION USE ONLY	
<input type="checkbox"/>	NO CHANGES (BUILT AS DESIGNED)
<input type="checkbox"/>	CHANGES MADE AS INDICATED
<input type="checkbox"/>	(ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)
RFO	DATE
FOREMAN	
TEAM LEADER	



**Woodcrest Flood Risk MGMT Project - XCEL 1PH**  
 Designer: Josh Meissner  
 Phone: 701-271-3421  
 Email: josh.meissner@xcelenergy.com

**XFMR - FF** - Remove existing on the South and Install New 1PH 50kva Padmount Transformer between lots 125-119.

**GG** - Remove existing on the South and Install New 1PH 50kva Padmount Transformer between lots 143-149.

**JJ** - Replace Existing Transformer with 1PH 50kva Transformer.

**HH** - Remove existing Transformer.

**Reroute Services**

**Pedestal** - 101, 107, 113  
**FF** - 119, 125, 131  
**GG** - 137, 143, 149,  
**JJ** - 155, 161, 167.

PRI METERING  
 C.O. PAST SWITCH  
 CENTER FOR PRIMARY  
 METERING TO BE INSTALLED BY

Account No. XX-0818715-X  
 Job No. 12903906  
 Job Address 119 WOODCREST DR S  
FARGO, ND 58105



Northern States Power Company - Minnesota  
 2302 GREAT NORTHERN DRIVE  
 FARGO, ND 58102

February 28, 2022

Dear City,

Thank you for choosing Xcel Energy to be your energy provider. We appreciate your business, and our goal is to deliver you reliable service at an affordable price.

**This letter contains important information about your requested service. Please read all details below as well as any accompanying information and respond accordingly to ensure your project is completed accurately and timely.**

This letter relates to your request for:



Your portion of the cost of this project is **\$1,084.17**. A hard copy invoice will be sent to you via U.S. Mail Postal Service in the coming days. Please see the attached payment options document for more instructions. Upon receipt of payment and other required documentation as noted below, your project will be scheduled and you will be notified of the scheduled date. If paying by check, please note the account number identified at the top of this letter on your check to ensure accurate and timely payment processing.

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- **Documents to be returned to Xcel Energy:**
  -
- **Additional enclosures:**
  - Payment Options

If you have any questions about the enclosures or about your specific job, please contact **Jacob Dinkel** at **701-330-2026** and reference your account number and/or job number above.

We look forward to being your energy provider.

Sincerely,  
 Jacob Dinkel  
 DESIGNER\*ASSOC  
 2302 GREAT NORTHERN DRIVE  
 FARGO, ND 58102  
 Xcel Energy  
 Jacob.F.Dinkel@xcelenergy.com



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#### **MyAccount/eBill™**

Register at [xcelenergy.com](http://xcelenergy.com) to make a payment from your checking account. You can also enroll in eBill and an email will let you know your bill is ready to view at the MyAccount site in place of receiving a mailed paper bill statement. MyAccount also provides a convenient list of your bill statement and payment history and retains your banking information for future use. Each additional account number will have to be added to your list of managed accounts within MyAccount.

#### **Pay by Phone**

Make payment from your checking or savings account at no charge by using our automated phone system. Please call us at 800.895.4999.

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Send your payment and remittance stub including **account number (written on the memo line of your check)** via FedEx, UPS or USPS overnight delivery to:

Xcel Energy Attn: Remittance Processing  
414 Nicollet Mall, 3rd Floor  
Minneapolis, MN 55401-1993  
Overnight delivery contact phone number: 612.330.5593

The following alternate zip-codes are also valid:

Minneapolis, MN 55401-1927  
Minneapolis, MN 55401-4993

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Xcel Energy  
P.O. Box 9477  
Minneapolis, MN 55484-9477

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**STATEMENT OF WORK REQUESTED**

DATE: 28-Feb 2021  
 WORK REQUESTED BY: CITY OF FARGO ENGINEERING DEPT  
 WORK LOCATION: 119 WOODCREST DR S  
 ADDRESS: 2254 4TH ST N  
FARGO, ND 58103

CONSISTING OF:  
UNDERGROUND ELECTRIC SERVICE RENEWAL

The facilities installed or removed by Northern States Power Company, a Minnesota corporation ("Xcel Energy" or the "Company") shall be the property of the Company and any payment by customer shall not entitle customer to any ownership interest or right therein. Customer's and Company's rights and obligations with respect to the facilities and services provided through the facilities are subject to additional terms and conditions as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

The undersigned hereby requests and authorizes Northern States Power Company, a Minnesota corporation ("Xcel Energy") to do the work described above, and in consideration thereof, agrees to pay (\$ 1084.17) in accordance with the following terms:

Receipt of the above amount hereby acknowledged on behalf of the Company by 0

Northern States Power Company, Customer  
a Minnesota corporation ("Xcel Energy")

CITY OF FARGO ENGINEERING DEPT  
Print Full Name and Title Print Full Name and Title (if applicable)

Signature Signature

**FOR XCEL ENERGY USE**

Xcel Energy Representative \_\_\_\_\_ Xcel Energy Work Order # \_\_\_\_\_

Construction\$ 1084.17 Removal \$ \_\_\_\_\_ Total \$ 1084.17

Account No. XX-0818715-X  
Job No. 12903903  
Job Address 125 WOODCREST DR S  
FARGO, ND 58105



Northern States Power Company - Minnesota  
2302 GREAT NORTHERN DRIVE  
FARGO, ND 58102

February 28, 2022

Dear City,

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  -
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We look forward to being your energy provider.

Sincerely,  
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DESIGNER\*ASSOC  
2302 GREAT NORTHERN DRIVE  
FARGO, ND 58102  
Xcel Energy  
Jacob.F.Dinkel@xcelenergy.com



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Account No. XX-0818715-X  
Job No. 12903903  
Job Address 125 WOODCREST DR S  
FARGO, ND 58105



Northern States Power Company - Minnesota  
2302 GREAT NORTHERN DRIVE  
FARGO, ND 58102

February 28, 2022

Dear City Of Fargo Engineering Dept,

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**This letter contains important information about your requested service. Please read all details below as well as any accompanying information and respond accordingly to ensure your project is completed accurately and timely.**

This letter relates to your request for:

- Extension of Gas and/or Electric Facilities

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- **Documents to be returned to Xcel Energy:**
  - Statement of Work Request 17-7012
- **Additional enclosures:**
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Account No. XX-0818715-X  
 Job No. 12903896  
 Job Address 131 WOODCREST DR S  
FARGO, ND 58105



Northern States Power Company - Minnesota  
 2302 GREAT NORTHERN DRIVE  
 FARGO, ND 58102

February 28, 2022

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- **Additional enclosures:**
  - Payment Options

If you have any questions about the enclosures or about your specific job, please contact **Jacob Dinkel** at **701-330-2026** and reference your account number and/or job number above.

We look forward to being your energy provider.

Sincerely,  
 Jacob Dinkel  
 DESIGNER\*ASSOC  
 2302 GREAT NORTHERN DRIVE  
 FARGO, ND 58102  
 Xcel Energy  
 Jacob.F.Dinkel@xcelenergy.com



## Customer Payment Options

Xcel Energy offers seven payment options to pay for your construction project. Please select the payment options that work best for you.

### Payment options listed in order of quickest processing

#### **MyAccount/eBill™**

Register at [xcelenergy.com](http://xcelenergy.com) to make a payment from your checking account. You can also enroll in eBill and an email will let you know your bill is ready to view at the MyAccount site in place of receiving a mailed paper bill statement. MyAccount also provides a convenient list of your bill statement and payment history and retains your banking information for future use. Each additional account number will have to be added to your list of managed accounts within MyAccount.

#### **Pay by Phone**

Make payment from your checking or savings account at no charge by using our automated phone system. Please call us at 800.895.4999.

#### **Credit/Debit Card Payment**

All Xcel Energy residential and business customers are now eligible for payment via credit or debit card. Most major credit and debit cards accepted. Apple Pay or Google Pay is available to customers with a mobile device.

To pay by phone, call our payment processing partner, Kubra EZ Pay, at **833.660.1365**

To pay online, visit [www.xcelenergy.com/billing\\_and\\_payment](http://www.xcelenergy.com/billing_and_payment) and click on the **Pay with credit/debit card** link to make an online credit/debit card payment through Kubra EZ Pay.

*Please note the current fees along with payment information:*

- *Residential Customer Accounts*
  - *Payments accepted for up to \$1,000 in a single transaction*
    - *There is a \$1.50 fee per transaction*
    - *No fee for Wisconsin residential customer accounts*
- *Non-Residential Customer Accounts*
  - *Payments accepted for up to \$100,000 in a single transaction*
    - *There is a 2.2% fee per transaction.*

*All credit/debit card types allow a maximum 25 credit/debit card payments in a 28-rolling-day period, per Xcel Energy account, per credit/debit card.*

*\*If you receive this message: "The information provided does not match our records please try again," while trying to make a payment, please try again the following day after 8am CST.*

### **Overnight Payment Delivery Options**

Send your payment and remittance stub including **account number (written on the memo line of your check)** via FedEx, UPS or USPS overnight delivery to:

Xcel Energy Attn: Remittance Processing  
414 Nicollet Mall, 3rd Floor  
Minneapolis, MN 55401-1993  
Overnight delivery contact phone number: 612.330.5593

The following alternate zip-codes are also valid:

Minneapolis, MN 55401-1927  
Minneapolis, MN 55401-4993

### **In-Person Pay Stations**

Pay in-person at a location near you by visiting [xcelenergy.com](http://xcelenergy.com) for pay station locations. **Please include the account number on the memo line of your check.**

*Please note:* A \$1.50 transaction fee applies. (\$1.45 for Western Union only in Colorado)

### **Pay by U.S Postal Service**

When sending payment by U.S. mail, **please include the account number on the memo line of your check.** Do not combine this payment with any other Xcel Energy bill payments. Mail check payments to:

Xcel Energy  
P.O. Box 9477  
Minneapolis, MN 55484-9477

### **Electronic Funds Transfer (EFT) (Only available to business)**

The Electronic Funds Transfer (EFT) payment process allows business customers to pay via Corporate Trade Exchange (CTX) formatted Automated Clearing House (ACH) (also referred to as EDI-820), the ability to electronically remit payment. The payments to Xcel Energy's bank accounts are initiated by the customer through a series of steps linked to the billing system. The CTX addenda records included with the funds transfer allow the posting of the payments to occur electronically to the account numbers provided by the customer. To obtain Xcel Energy's EFT bank account numbers and to provide transfer confirmation, please email [CustReceive@xcelenergy.com](mailto:CustReceive@xcelenergy.com).

### **Helpful hints to ensure accurate and timely processing of your payment:**

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- The hard copy invoice will be sent to you via U.S mail in the coming days. If you would like an electronic copy of our invoice prior to receiving the hard copy, please contact your Designer who is identified in the attached letter.
- In order to apply payment to the correct account and avoid unnecessary delays, please make separate payments for each individual project or invoice.
- Please note that depending on payment selection, it may take up to a few days to process your payment.



**STATEMENT OF WORK REQUESTED**

DATE: 28-Feb 2021  
 WORK REQUESTED BY: CITY OF FARGO ENGINEERING DEPT  
 WORK LOCATION: 131 WOODCREST DR S  
 ADDRESS: 2254 4TH ST N  
FARGO, ND 58103

CONSISTING OF:  
 AN UNDERGROUND ELECTRIC SERVICE RENEWAL

The facilities installed or removed by Northern States Power Company, a Minnesota corporation ("Xcel Energy" or the "Company") shall be the property of the Company and any payment by customer shall not entitle customer to any ownership interest or right therein. Customer's and Company's rights and obligations with respect to the facilities and services provided through the facilities are subject to additional terms and conditions as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

The undersigned hereby requests and authorizes Northern States Power Company, a Minnesota corporation ("Xcel Energy") to do the work described above, and in consideration thereof, agrees to pay (\$ 1334.16) in accordance with the following terms:

\_\_\_\_\_  
 Receipt of the above amount hereby acknowledged on behalf of the Company by 0

Northern States Power Company, Customer  
 a Minnesota corporation ("Xcel Energy")

\_\_\_\_\_  
 Print Full Name and Title

CITY OF FARGO ENGINEERING DEPT  
 Print Full Name and Title (if applicable)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

**FOR XCEL ENERGY USE**  
 Xcel Energy Representative \_\_\_\_\_ Xcel Energy Work Order # \_\_\_\_\_

Construction \$ 1334.16 Removal \$ \_\_\_\_\_ Total \$ 1334.16

Account No. XX-0818715-X  
 Job No. 12903893  
 Job Address 137 WOODCREST DR S  
FARGO, ND 58105



Northern States Power Company - Minnesota  
**2302 GREAT NORTHERN DRIVE**  
**FARGO, ND 58102**

February 28, 2022

Dear City,

Thank you for choosing Xcel Energy to be your energy provider. We appreciate your business, and our goal is to deliver you reliable service at an affordable price.

**This letter contains important information about your requested service. Please read all details below as well as any accompanying information and respond accordingly to ensure your project is completed accurately and timely.**

This letter relates to your request for:



Your portion of the cost of this project is **\$1,334.16**. A hard copy invoice will be sent to you via U.S. Mail Postal Service in the coming days. Please see the attached payment options document for more instructions. Upon receipt of payment and other required documentation as noted below, your project will be scheduled and you will be notified of the scheduled date. If paying by check, please note the account number identified at the top of this letter on your check to ensure accurate and timely payment processing.

Below is a list of additional documentation that you will need to review, sign, and return to the Xcel Energy Designer by email or U.S. Postal Service to their address listed at the bottom of the letter. Please retain a copy of all documentation for your records.

➤ **Documents to be returned to Xcel Energy:**



➤ **Additional enclosures:**

- Payment Options

If you have any questions about the enclosures or about your specific job, please contact **Jacob Dinkel** at **701-330-2026** and reference your account number and/or job number above.

We look forward to being your energy provider.

Sincerely,  
 Jacob Dinkel  
 DESIGNER\*ASSOC  
 2302 GREAT NORTHERN DRIVE  
 FARGO, ND 58102  
 Xcel Energy  
 Jacob.F.Dinkel@xcelenergy.com



## Customer Payment Options

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### Payment options listed in order of quickest processing

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To pay online, visit [www.xcelenergy.com/billing\\_and\\_payment](http://www.xcelenergy.com/billing_and_payment) and click on the **Pay with credit/debit card** link to make an online credit/debit card payment through Kubra EZ Pay.

*Please note the current fees along with payment information:*

- *Residential Customer Accounts*
  - *Payments accepted for up to \$1,000 in a single transaction*
    - *There is a \$1.50 fee per transaction*
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- *Non-Residential Customer Accounts*
  - *Payments accepted for up to \$100,000 in a single transaction*
    - *There is a 2.2% fee per transaction.*

*All credit/debit card types allow a maximum 25 credit/debit card payments in a 28-rolling-day period, per Xcel Energy account, per credit/debit card.*

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**Overnight Payment Delivery Options**

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Xcel Energy Attn: Remittance Processing  
414 Nicollet Mall, 3rd Floor  
Minneapolis, MN 55401-1993  
Overnight delivery contact phone number: 612.330.5593

The following alternate zip-codes are also valid:

Minneapolis, MN 55401-1927  
Minneapolis, MN 55401-4993

**In-Person Pay Stations**

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**Pay by U.S Postal Service**

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Xcel Energy  
P.O. Box 9477  
Minneapolis, MN 55484-9477

**Electronic Funds Transfer (EFT) (Only available to business)**

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- In order to apply payment to the correct account and avoid unnecessary delays, please make separate payments for each individual project or invoice.
- Please note that depending on payment selection, it may take up to a few days to process your payment.



**STATEMENT OF WORK REQUESTED**

DATE: 28-Feb 2021  
 WORK REQUESTED BY: CITY OF FARGO ENGINEERING DEPT  
 WORK LOCATION: 137 WOODCREST DR S  
 ADDRESS: 2254 4TH ST N  
FARGO, ND 58103

CONSISTING OF:  
AN UNDERGROUND ELECTRIC SERVICE RENEWAL

The facilities installed or removed by Northern States Power Company, a Minnesota corporation ("Xcel Energy" or the "Company") shall be the property of the Company and any payment by customer shall not entitle customer to any ownership interest or right therein. Customer's and Company's rights and obligations with respect to the facilities and services provided through the facilities are subject to additional terms and conditions as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

The undersigned hereby requests and authorizes Northern States Power Company, a Minnesota corporation ("Xcel Energy") to do the work described above, and in consideration thereof, agrees to pay (\$ 1334.16) in accordance with the following terms:

Receipt of the above amount hereby acknowledged on behalf of the Company by 0

Northern States Power Company, Customer  
a Minnesota corporation ("Xcel Energy")

CITY OF FARGO ENGINEERING DEPT  
Print Full Name and Title Print Full Name and Title (if applicable)

Signature Signature

**FOR XCEL ENERGY USE**  
Xcel Energy Representative \_\_\_\_\_ Xcel Energy Work Order # \_\_\_\_\_

Construction \$ 1334.16 Removal \$ \_\_\_\_\_ Total \$ 1334.16



Account No. XX-0818715-X  
Job No. 12903888  
Job Address 143 WOODCREST DR S  
FARGO, ND 58105



Northern States Power Company - Minnesota  
2302 GREAT NORTHERN DRIVE  
FARGO, ND 58102

February 28, 2022

Dear City,

Thank you for choosing Xcel Energy to be your energy provider. We appreciate your business, and our goal is to deliver you reliable service at an affordable price.

**This letter contains important information about your requested service. Please read all details below as well as any accompanying information and respond accordingly to ensure your project is completed accurately and timely.**

This letter relates to your request for:



Your portion of the cost of this project is **\$1,230.72**. A hard copy invoice will be sent to you via U.S. Mail Postal Service in the coming days. Please see the attached payment options document for more instructions. Upon receipt of payment and other required documentation as noted below, your project will be scheduled and you will be notified of the scheduled date. If paying by check, please note the account number identified at the top of this letter on your check to ensure accurate and timely payment processing.

Below is a list of additional documentation that you will need to review, sign, and return to the Xcel Energy Designer by email or U.S. Postal Service to their address listed at the bottom of the letter. Please retain a copy of all documentation for your records.

➤ **Documents to be returned to Xcel Energy:**



➤ **Additional enclosures:**

- Payment Options

If you have any questions about the enclosures or about your specific job, please contact **Jacob Dinkel** at **701-330-2026** and reference your account number and/or job number above.

We look forward to being your energy provider.

Sincerely,  
Jacob Dinkel  
DESIGNER\*ASSOC  
2302 GREAT NORTHERN DRIVE  
FARGO, ND 58102  
Xcel Energy  
Jacob.F.Dinkel@xcelenergy.com



## Customer Payment Options

Xcel Energy offers seven payment options to pay for your construction project. Please select the payment options that work best for you.

### Payment options listed in order of quickest processing

#### **MyAccount/eBill™**

Register at [xcelenergy.com](http://xcelenergy.com) to make a payment from your checking account. You can also enroll in eBill and an email will let you know your bill is ready to view at the MyAccount site in place of receiving a mailed paper bill statement. MyAccount also provides a convenient list of your bill statement and payment history and retains your banking information for future use. Each additional account number will have to be added to your list of managed accounts within MyAccount.

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To pay online, visit [www.xcelenergy.com/billing\\_and\\_payment](http://www.xcelenergy.com/billing_and_payment) and click on the **Pay with credit/debit card** link to make an online credit/debit card payment through Kubra EZ Pay.

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  - *Payments accepted for up to \$1,000 in a single transaction*
    - *There is a \$1.50 fee per transaction*
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- *Non-Residential Customer Accounts*
  - *Payments accepted for up to \$100,000 in a single transaction*
    - *There is a 2.2% fee per transaction.*

*All credit/debit card types allow a maximum 25 credit/debit card payments in a 28-rolling-day period, per Xcel Energy account, per credit/debit card.*

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Xcel Energy Attn: Remittance Processing  
414 Nicollet Mall, 3rd Floor  
Minneapolis, MN 55401-1993  
Overnight delivery contact phone number: 612.330.5593

The following alternate zip-codes are also valid:

Minneapolis, MN 55401-1927  
Minneapolis, MN 55401-4993

**In-Person Pay Stations**

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Xcel Energy  
P.O. Box 9477  
Minneapolis, MN 55484-9477

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- Please note that depending on payment selection, it may take up to a few days to process your payment.



**STATEMENT OF WORK REQUESTED**

DATE: 28-Feb 2021  
 WORK REQUESTED BY: CITY OF FARGO ENGINEERING DEPT  
 WORK LOCATION: 143 WOODCREST DR S  
 ADDRESS: 2254 4TH ST N  
FARGO, ND 58103

CONSISTING OF:  
AN UNDERGROUND ELECTRIC SERVICE RENEWAL.

The facilities installed or removed by Northern States Power Company, a Minnesota corporation ("Xcel Energy" or the "Company") shall be the property of the Company and any payment by customer shall not entitle customer to any ownership interest or right therein. Customer's and Company's rights and obligations with respect to the facilities and services provided through the facilities are subject to additional terms and conditions as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

The undersigned hereby requests and authorizes Northern States Power Company, a Minnesota corporation ("Xcel Energy") to do the work described above, and in consideration thereof, agrees to pay (\$ 1230.72) in accordance with the following terms:

Receipt of the above amount hereby acknowledged on behalf of the Company by 0

Northern States Power Company, Customer  
a Minnesota corporation ("Xcel Energy")

CITY OF FARGO ENGINEERING DEPT  
Print Full Name and Title (if applicable)

Signature \_\_\_\_\_ Signature \_\_\_\_\_

**FOR XCEL ENERGY USE**  
Xcel Energy Representative \_\_\_\_\_ Xcel Energy Work Order # \_\_\_\_\_

Construction \$ 1230.72 Removal \$ \_\_\_\_\_ Total \$ 1230.72

Account No. XX-0818715-X  
Job No. 12903883  
Job Address 149 WOODCREST DR S  
FARGO, ND 58105



Northern States Power Company - Minnesota  
2302 GREAT NORTHERN DRIVE  
FARGO, ND 58102

February 28, 2022

Dear City,

Thank you for choosing Xcel Energy to be your energy provider. We appreciate your business, and our goal is to deliver you reliable service at an affordable price.

**This letter contains important information about your requested service. Please read all details below as well as any accompanying information and respond accordingly to ensure your project is completed accurately and timely.**

This letter relates to your request for:



Your portion of the cost of this project is **\$1,144.52**. A hard copy invoice will be sent to you via U.S. Mail Postal Service in the coming days. Please see the attached payment options document for more instructions. Upon receipt of payment and other required documentation as noted below, your project will be scheduled and you will be notified of the scheduled date. If paying by check, please note the account number identified at the top of this letter on your check to ensure accurate and timely payment processing.

Below is a list of additional documentation that you will need to review, sign, and return to the Xcel Energy Designer by email or U.S. Postal Service to their address listed at the bottom of the letter. Please retain a copy of all documentation for your records.

➤ **Documents to be returned to Xcel Energy:**



➤ **Additional enclosures:**

- Payment Options

If you have any questions about the enclosures or about your specific job, please contact **Jacob Dinkel** at **701-330-2026** and reference your account number and/or job number above.

We look forward to being your energy provider.

Sincerely,  
Jacob Dinkel  
DESIGNER\*ASSOC  
2302 GREAT NORTHERN DRIVE  
FARGO, ND 58102  
Xcel Energy  
Jacob.F.Dinkel@xcelenergy.com



## Customer Payment Options

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Register at [xcelenergy.com](http://xcelenergy.com) to make a payment from your checking account. You can also enroll in eBill and an email will let you know your bill is ready to view at the MyAccount site in place of receiving a mailed paper bill statement. MyAccount also provides a convenient list of your bill statement and payment history and retains your banking information for future use. Each additional account number will have to be added to your list of managed accounts within MyAccount.

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Overnight delivery contact phone number: 612.330.5593

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Minneapolis, MN 55401-4993

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**STATEMENT OF WORK REQUESTED**

DATE: 28-Feb 2021  
 WORK REQUESTED BY: CITY OF FARGO ENGINEERING DEPT  
 WORK LOCATION: 149 WOODCREST DR S  
 ADDRESS: 2254 4TH ST N  
FARGO, ND 58103

CONSISTING OF:  
UNDERGROUND ELECTRIC SERVICE RENEWAL.

The facilities installed or removed by Northern States Power Company, a Minnesota corporation ("Xcel Energy" or the "Company") shall be the property of the Company and any payment by customer shall not entitle customer to any ownership interest or right therein. Customer's and Company's rights and obligations with respect to the facilities and services provided through the facilities are subject to additional terms and conditions as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

The undersigned hereby requests and authorizes Northern States Power Company, a Minnesota corporation ("Xcel Energy") to do the work described above, and in consideration thereof, agrees to pay (\$ 1144.52) in accordance with the following terms:

Receipt of the above amount hereby acknowledged on behalf of the Company by 0

Northern States Power Company,  
a Minnesota corporation ("Xcel Energy")

Customer

\_\_\_\_\_  
Print Full Name and Title

CITY OF FARGO ENGINEERING DEPT  
\_\_\_\_\_  
Print Full Name and Title (if applicable)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**FOR XCEL ENERGY USE**

Xcel Energy Representative \_\_\_\_\_

Xcel Energy Work Order # \_\_\_\_\_

Construction \$ 1144.52    Removal \$ \_\_\_\_\_    Total \$ 1144.52



Account No. XX-0818715-X  
Job No. 12903872  
Job Address 155 WOODCREST DR S  
FARGO, ND 58105



Northern States Power Company - Minnesota  
2302 GREAT NORTHERN DRIVE  
FARGO, ND 58102

January 21, 2022

Dear City,

Thank you for choosing Xcel Energy to be your energy provider. We appreciate your business, and our goal is to deliver you reliable service at an affordable price.

**This letter contains important information about your requested service. Please read all details below as well as any accompanying information and respond accordingly to ensure your project is completed accurately and timely.**

This letter relates to your request for:



Your portion of the cost of this project is **\$1,075.56**. A hard copy invoice will be sent to you via U.S. Mail Postal Service in the coming days. Please see the attached payment options document for more instructions. Upon receipt of payment and other required documentation as noted below, your project will be scheduled and you will be notified of the scheduled date. If paying by check, please note the account number identified at the top of this letter on your check to ensure accurate and timely payment processing.

Below is a list of additional documentation that you will need to review, sign, and return to the Xcel Energy Designer by email or U.S. Postal Service to their address listed at the bottom of the letter. Please retain a copy of all documentation for your records.

➤ **Documents to be returned to Xcel Energy:**



➤ **Additional enclosures:**

- Payment Options

If you have any questions about the enclosures or about your specific job, please contact **Jacob Dinkel** at **701-330-2026** and reference your account number and/or job number above.

We look forward to being your energy provider.

Sincerely,  
Jacob Dinkel  
DESIGNER\*ASSOC  
2302 GREAT NORTHERN DRIVE  
FARGO, ND 58102  
Xcel Energy  
Jacob.F.Dinkel@xcelenergy.com



## Customer Payment Options

Xcel Energy offers seven payment options to pay for your construction project. Please select the payment options that work best for you.

### Payment options listed in order of quickest processing

#### **MyAccount/eBill™**

Register at [xcelenergy.com](http://xcelenergy.com) to make a payment from your checking account. You can also enroll in eBill and an email will let you know your bill is ready to view at the MyAccount site in place of receiving a mailed paper bill statement. MyAccount also provides a convenient list of your bill statement and payment history and retains your banking information for future use. Each additional account number will have to be added to your list of managed accounts within MyAccount.

#### **Pay by Phone**

Make payment from your checking or savings account at no charge by using our automated phone system. Please call us at 800.895.4999.

#### **Credit/Debit Card Payment**

All Xcel Energy residential and business customers are now eligible for payment via credit or debit card. Most major credit and debit cards accepted. Apple Pay or Google Pay is available to customers with a mobile device.

To pay by phone, call our payment processing partner, Kubra EZ Pay, at **833.660.1365**

To pay online, visit [www.xcelenergy.com/billing\\_and\\_payment](http://www.xcelenergy.com/billing_and_payment) and click on the **Pay with credit/debit card** link to make an online credit/debit card payment through Kubra EZ Pay.

*Please note the current fees along with payment information:*

- *Residential Customer Accounts*
  - *Payments accepted for up to \$1,000 in a single transaction*
    - *There is a \$1.50 fee per transaction*
    - *No fee for Wisconsin residential customer accounts*
- *Non-Residential Customer Accounts*
  - *Payments accepted for up to \$100,000 in a single transaction*
    - *There is a 2.2% fee per transaction.*

*All credit/debit card types allow a maximum 25 credit/debit card payments in a 28-rolling-day period, per Xcel Energy account, per credit/debit card.*

*\*If you receive this message: "The information provided does not match our records please try again," while trying to make a payment, please try again the following day after 8am CST.*

**Overnight Payment Delivery Options**

Send your payment and remittance stub including **account number (written on the memo line of your check)** via FedEx, UPS or USPS overnight delivery to:

Xcel Energy Attn: Remittance Processing  
414 Nicollet Mall, 3rd Floor  
Minneapolis, MN 55401-1993  
Overnight delivery contact phone number: 612.330.5593

The following alternate zip-codes are also valid:

Minneapolis, MN 55401-1927  
Minneapolis, MN 55401-4993

**In-Person Pay Stations**

Pay in-person at a location near you by visiting [xcelenergy.com](http://xcelenergy.com) for pay station locations. **Please include the account number on the memo line of your check.**

*Please note:* A \$1.50 transaction fee applies. (\$1.45 for Western Union only in Colorado)

**Pay by U.S Postal Service**

When sending payment by U.S. mail, **please include the account number on the memo line of your check.** Do not combine this payment with any other Xcel Energy bill payments. Mail check payments to:

Xcel Energy  
P.O. Box 9477  
Minneapolis, MN 55484-9477

**Electronic Funds Transfer (EFT) (Only available to business)**

The Electronic Funds Transfer (EFT) payment process allows business customers to pay via Corporate Trade Exchange (CTX) formatted Automated Clearing House (ACH) (also referred to as EDI-820), the ability to electronically remit payment. The payments to Xcel Energy's bank accounts are initiated by the customer through a series of steps linked to the billing system. The CTX addenda records included with the funds transfer allow the posting of the payments to occur electronically to the account numbers provided by the customer. To obtain Xcel Energy's EFT bank account numbers and to provide transfer confirmation, please email [CustReceive@xcelenergy.com](mailto:CustReceive@xcelenergy.com).

**Helpful hints to ensure accurate and timely processing of your payment:**

- For all payment options, please have your account number available and note on any payment documentation.
- The hard copy invoice will be sent to you via U.S mail in the coming days. If you would like an electronic copy of our invoice prior to receiving the hard copy, please contact your Designer who is identified in the attached letter.
- In order to apply payment to the correct account and avoid unnecessary delays, please make separate payments for each individual project or invoice.
- Please note that depending on payment selection, it may take up to a few days to process your payment.



**STATEMENT OF WORK REQUESTED**

DATE: 28-Feb 2021  
 WORK REQUESTED BY: CITY OF FARGO ENGINEERING DEPT  
 WORK LOCATION: 155 WOODCREST DR S  
 ADDRESS: 2254 4TH ST N  
FARGO, ND 58103

CONSISTING OF:  
 UNDERGROUND ELECTRIC SERVICE RENEWAL.

The facilities installed or removed by Northern States Power Company, a Minnesota corporation ("Xcel Energy" or the "Company") shall be the property of the Company and any payment by customer shall not entitle customer to any ownership interest or right therein. Customer's and Company's rights and obligations with respect to the facilities and services provided through the facilities are subject to additional terms and conditions as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

The undersigned hereby requests and authorizes Northern States Power Company, a Minnesota corporation ("Xcel Energy") to do the work described above, and in consideration thereof, agrees to pay (\$ 1075.56) in accordance with the following terms:

Receipt of the above amount hereby acknowledged on behalf of the Company by 0

Northern States Power Company,  
 a Minnesota corporation ("Xcel Energy")

Customer

\_\_\_\_\_  
 Print Full Name and Title

CITY OF FARGO ENGINEERING DEPT  
 Print Full Name and Title (if applicable)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

**FOR XCEL ENERGY USE**

Xcel Energy Representative \_\_\_\_\_

Xcel Energy Work Order # \_\_\_\_\_

Construction\$ 1075.56 Removal \$ \_\_\_\_\_ Total \$ 1075.56



**STATEMENT OF WORK REQUESTED**

DATE: 28-Feb 2021  
 WORK REQUESTED BY: CITY OF FARGO ENGINEERING DEPT  
 WORK LOCATION: 167 WOODCREEST DR S  
 ADDRESS: 225 4TH ST N  
 FARGO, ND 58103

CONSISTING OF:  
 THIS IS AN INVOICE FOR RECONSTRUCTION OF AN UNDERGROUND ELECTRICAL SERVICE.

The facilities installed or removed by Northern States Power Company, a Minnesota corporation ("Xcel Energy" or the "Company") shall be the property of the Company and any payment by customer shall not entitle customer to any ownership interest or right therein. Customer's and Company's rights and obligations with respect to the facilities and services provided through the facilities are subject to additional terms and conditions as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

The undersigned hereby requests and authorizes Northern States Power Company, a Minnesota corporation ("Xcel Energy") to do the work described above, and in consideration thereof, agrees to pay (\$ 1161.76) in accordance with the following terms:

Receipt of the above amount hereby acknowledged on behalf of the Company by 0

Northern States Power Company,  
 a Minnesota corporation ("Xcel Energy") Customer

\_\_\_\_\_  
 Print Full Name and Title CITY OF FARGO ENGINEERING DEPT  
 Print Full Name and Title (if applicable)

\_\_\_\_\_  
 Signature Signature

**FOR XCEL ENERGY USE**

Xcel Energy Representative \_\_\_\_\_ Xcel Energy Work Order # \_\_\_\_\_

Construction\$ 1161.76 Removal \$ \_\_\_\_\_ Total \$ 1161.76

Account No. \_\_\_\_\_  
Job No. **12903857**  
Job Address **167 WOODCREST DR S**  
**FARGO, ND 58105**



Northern States Power Company - Minnesota  
**2302 GREAT NORTHERN DRIVE**  
**FARGO, ND 58102**

February 28, 2022

Dear City,

Thank you for choosing Xcel Energy to be your energy provider. We appreciate your business, and our goal is to deliver you reliable service at an affordable price.

**This letter contains important information about your requested service. Please read all details below as well as any accompanying information and respond accordingly to ensure your project is completed accurately and timely.**

This letter relates to your request for:

➤

Your portion of the cost of this project is **\$1,161.76**. A hard copy invoice will be sent to you via U.S. Mail Postal Service in the coming days. Please see the attached payment options document for more instructions. Upon receipt of payment and other required documentation as noted below, your project will be scheduled and you will be notified of the scheduled date. If paying by check, please note the account number identified at the top of this letter on your check to ensure accurate and timely payment processing.

Below is a list of additional documentation that you will need to review, sign, and return to the Xcel Energy Designer by email or U.S. Postal Service to their address listed at the bottom of the letter. Please retain a copy of all documentation for your records.

➤ **Documents to be returned to Xcel Energy:**

□

➤ **Additional enclosures:**

□ Payment Options

If you have any questions about the enclosures or about your specific job, please contact **Jacob Dinkel** at **701-330-2026** and reference your account number and/or job number above.

We look forward to being your energy provider.

Sincerely,  
Jacob Dinkel  
DESIGNER\*ASSOC  
2302 GREAT NORTHERN DRIVE  
FARGO, ND 58102  
Xcel Energy  
Jacob.F.Dinkel@xcelenergy.com



## Customer Payment Options

Xcel Energy offers seven payment options to pay for your construction project. Please select the payment options that work best for you.

### Payment options listed in order of quickest processing

#### **MyAccount/eBill™**

Register at [xcelenergy.com](http://xcelenergy.com) to make a payment from your checking account. You can also enroll in eBill and an email will let you know your bill is ready to view at the MyAccount site in place of receiving a mailed paper bill statement. MyAccount also provides a convenient list of your bill statement and payment history and retains your banking information for future use. Each additional account number will have to be added to your list of managed accounts within MyAccount.

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To pay online, visit [www.xcelenergy.com/billing\\_and\\_payment](http://www.xcelenergy.com/billing_and_payment) and click on the **Pay with credit/debit card** link to make an online credit/debit card payment through Kubra EZ Pay.

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  - *Payments accepted for up to \$1,000 in a single transaction*
    - *There is a \$1.50 fee per transaction*
    - *No fee for Wisconsin residential customer accounts*
- *Non-Residential Customer Accounts*
  - *Payments accepted for up to \$100,000 in a single transaction*
    - *There is a 2.2% fee per transaction.*

*All credit/debit card types allow a maximum 25 credit/debit card payments in a 28-rolling-day period, per Xcel Energy account, per credit/debit card.*

\*If you receive this message: "The information provided does not match our records please try again," while trying to make a payment, please try again the following day after 8am CST.

### **Overnight Payment Delivery Options**

Send your payment and remittance stub including **account number (written on the memo line of your check)** via FedEx, UPS or USPS overnight delivery to:

Xcel Energy Attn: Remittance Processing  
 414 Nicollet Mall, 3rd Floor  
 Minneapolis, MN 55401-1993  
 Overnight delivery contact phone number: 612.330.5593

The following alternate zip-codes are also valid:

Minneapolis, MN 55401-1927  
 Minneapolis, MN 55401-4993

### **In-Person Pay Stations**

Pay in-person at a location near you by visiting [xcelenergy.com](http://xcelenergy.com) for pay station locations. **Please include the account number on the memo line of your check.**

*Please note:* A \$1.50 transaction fee applies. (\$1.45 for Western Union only in Colorado)

### **Pay by U.S Postal Service**

When sending payment by U.S. mail, **please include the account number on the memo line of your check.** Do not combine this payment with any other Xcel Energy bill payments. Mail check payments to:

Xcel Energy  
 P.O. Box 9477  
 Minneapolis, MN 55484-9477

### **Electronic Funds Transfer (EFT) (Only available to business)**

The Electronic Funds Transfer (EFT) payment process allows business customers to pay via Corporate Trade Exchange (CTX) formatted Automated Clearing House (ACH) (also referred to as EDI-820), the ability to electronically remit payment. The payments to Xcel Energy's bank accounts are initiated by the customer through a series of steps linked to the billing system. The CTX addenda records included with the funds transfer allow the posting of the payments to occur electronically to the account numbers provided by the customer. To obtain Xcel Energy's EFT bank account numbers and to provide transfer confirmation, please email [CustReceive@xcelenergy.com](mailto:CustReceive@xcelenergy.com).

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- In order to apply payment to the correct account and avoid unnecessary delays, please make separate payments for each individual project or invoice.
- Please note that depending on payment selection, it may take up to a few days to process your payment.





STATEMENT OF WORK REQUESTED

DATE: 28-Feb 2021  
 WORK REQUESTED BY: CITY OF FARGO ENGINEERING DEPT  
 WORK LOCATION: 161 WOODCREST DR S  
 ADDRESS: 2254 4TH ST N  
FARGO, ND 58103

CONSISTING OF:  
 UNDERGROUND ELECTRIC SERVICE RENEWAL FOR A RECONSTRUCTION PROJECT.

The facilities installed or removed by Northern States Power Company, a Minnesota corporation ("Xcel Energy" or the "Company") shall be the property of the Company and any payment by customer shall not entitle customer to any ownership interest or right therein. Customer's and Company's rights and obligations with respect to the facilities and services provided through the facilities are subject to additional terms and conditions as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

The undersigned hereby requests and authorizes Northern States Power Company, a Minnesota corporation ("Xcel Energy") to do the work described above, and in consideration thereof, agrees to pay (\$ 1075.56) in accordance with the following terms:

Receipt of the above amount hereby acknowledged on behalf of the Company by 0

Northern States Power Company, Customer  
 a Minnesota corporation ("Xcel Energy")

\_\_\_\_\_ CITY OF FARGO ENGINEERING DEPT  
 Print Full Name and Title Print Full Name and Title (if applicable)

\_\_\_\_\_ Signature \_\_\_\_\_ Signature

FOR XCEL ENERGY USE  
 Xcel Energy Representative \_\_\_\_\_ Xcel Energy Work Order # \_\_\_\_\_

Construction \$ 1075.56 Removal \$ \_\_\_\_\_ Total \$ 1075.56

Account No. XX-0818715-X  
Job No. 12903862  
Job Address 161 WOODCREST DR S  
FFARGO, ND 58105



Northern States Power Company - Minnesota  
2302 GREAT NORTHERN DRIVE  
FARGO, ND 58102

February 28, 2022

Dear City,

Thank you for choosing Xcel Energy to be your energy provider. We appreciate your business, and our goal is to deliver you reliable service at an affordable price.

**This letter contains important information about your requested service. Please read all details below as well as any accompanying information and respond accordingly to ensure your project is completed accurately and timely.**

This letter relates to your request for:



Your portion of the cost of this project is **\$1,075.56**. A hard copy invoice will be sent to you via U.S. Mail Postal Service in the coming days. Please see the attached payment options document for more instructions. Upon receipt of payment and other required documentation as noted below, your project will be scheduled and you will be notified of the scheduled date. If paying by check, please note the account number identified at the top of this letter on your check to ensure accurate and timely payment processing.

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➤ **Documents to be returned to Xcel Energy:**



➤ **Additional enclosures:**

- Payment Options

If you have any questions about the enclosures or about your specific job, please contact **Jacob Dinkel** at **701-330-2026** and reference your account number and/or job number above.

We look forward to being your energy provider.

Sincerely,  
Jacob Dinkel  
DESIGNER\*ASSOC  
2302 GREAT NORTHERN DRIVE  
FARGO, ND 58102  
Xcel Energy  
Jacob.F.Dinkel@xcelenergy.com



## Customer Payment Options

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### Payment options listed in order of quickest processing

#### **MyAccount/eBill™**

Register at [xcelenergy.com](http://xcelenergy.com) to make a payment from your checking account. You can also enroll in eBill and an email will let you know your bill is ready to view at the MyAccount site in place of receiving a mailed paper bill statement. MyAccount also provides a convenient list of your bill statement and payment history and retains your banking information for future use. Each additional account number will have to be added to your list of managed accounts within MyAccount.

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To pay by phone, call our payment processing partner, Kubra EZ Pay, at **833.660.1365**

To pay online, visit [www.xcelenergy.com/billing\\_and\\_payment](http://www.xcelenergy.com/billing_and_payment) and click on the **Pay with credit/debit card** link to make an online credit/debit card payment through Kubra EZ Pay.

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    - *There is a \$1.50 fee per transaction*
    - *No fee for Wisconsin residential customer accounts*
- *Non-Residential Customer Accounts*
  - *Payments accepted for up to \$100,000 in a single transaction*
    - *There is a 2.2% fee per transaction.*

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Xcel Energy Attn: Remittance Processing  
414 Nicollet Mall, 3rd Floor  
Minneapolis, MN 55401-1993  
Overnight delivery contact phone number: 612.330.5593

The following alternate zip-codes are also valid:

Minneapolis, MN 55401-1927  
Minneapolis, MN 55401-4993

**In-Person Pay Stations**

Pay in-person at a location near you by visiting [xcelenergy.com](http://xcelenergy.com) for pay station locations. **Please include the account number on the memo line of your check.**

*Please note:* A \$1.50 transaction fee applies. (\$1.45 for Western Union only in Colorado)

**Pay by U.S Postal Service**

When sending payment by U.S. mail, **please include the account number on the memo line of your check.** Do not combine this payment with any other Xcel Energy bill payments. Mail check payments to:

Xcel Energy  
P.O. Box 9477  
Minneapolis, MN 55484-9477

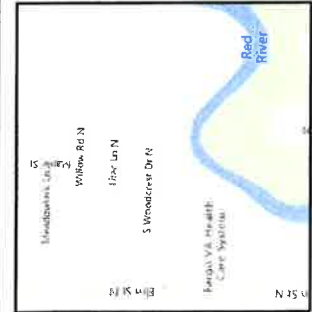
**Electronic Funds Transfer (EFT) (Only available to business)**

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**Helpful hints to ensure accurate and timely processing of your payment:**

- For all payment options, please have your account number available and note on any payment documentation.
- The hard copy invoice will be sent to you via U.S mail in the coming days. If you would like an electronic copy of our invoice prior to receiving the hard copy, please contact your Designer who is identified in the attached letter.
- In order to apply payment to the correct account and avoid unnecessary delays, please make separate payments for each individual project or invoice.
- Please note that depending on payment selection, it may take up to a few days to process your payment.

## 3-Phase Lift Station Service Info



Service Request #	Work Order Information
Design Number	Design/Planner ID
Designer/Planner Name	Designer/Planner Ph #
Manager Approval	Manager Approval
Division	County
City	Address
T: 100N	R: 48W
Map #	Permit #
Phase	System
Blow Over ID	Pressure
Work Order #	Member
Date: 12/15/2021	Scale: 1" equals 223'

**Xcel Energy**

CONSTRUCTION USE ONLY

NO CHANGES (BUILT AS DESIGNED)

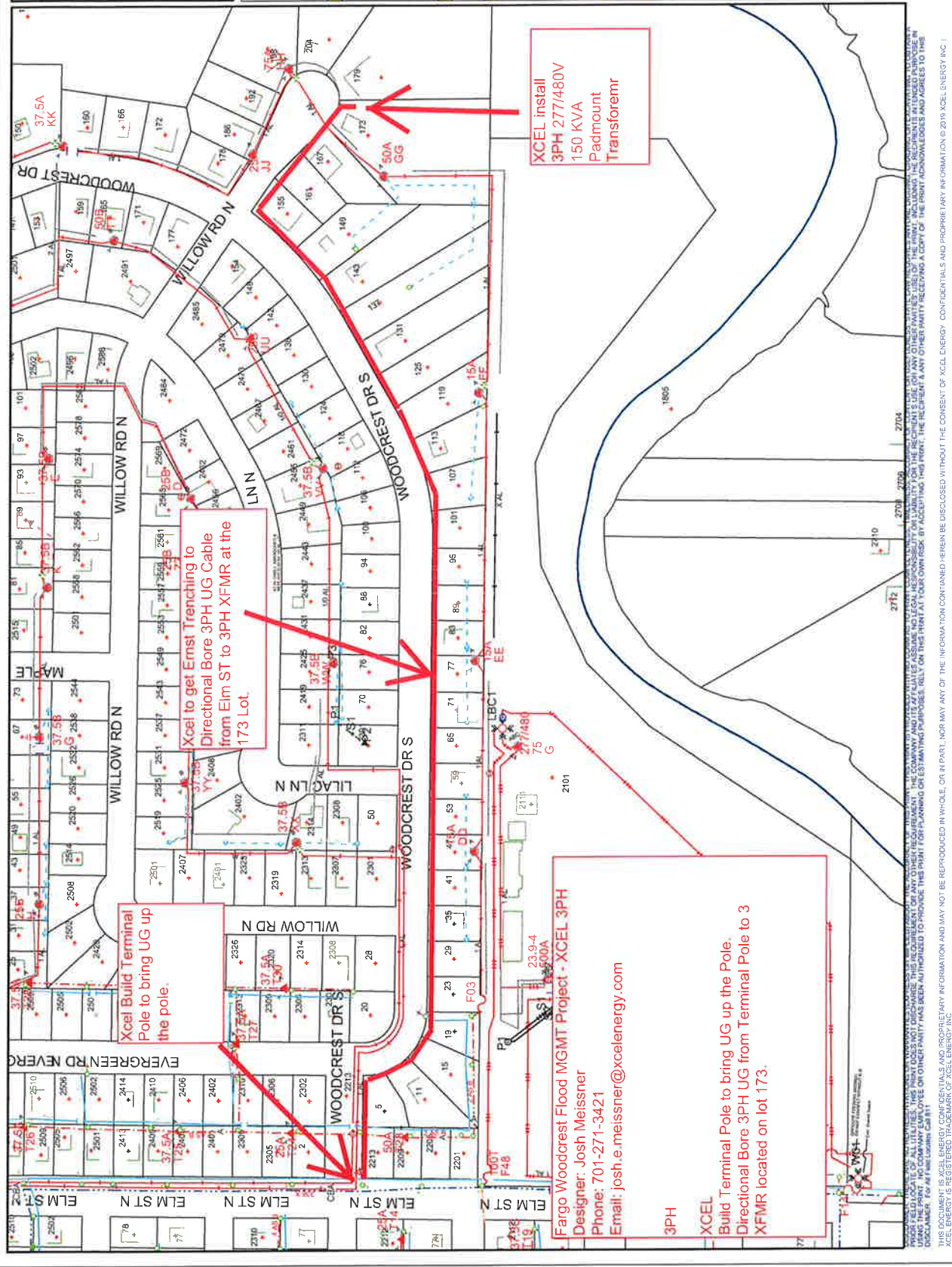
CHANGES MADE AS INDICATED

ALL URO MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE

RFO \_\_\_\_\_ DATE \_\_\_\_\_

FOREMAN \_\_\_\_\_

TEAM LEADER \_\_\_\_\_



Xcel to get Ernst Trenching to Directional Bore 3PH UG Cable from Elm St to 3PH XFMR at the 173 Lot.

XCEL install 3PH 277/480V 150 KVA Padmount Transformer

Xcel Build Terminal Pole to bring UG up the pole.

Fargo Woodcrest Flood Mgmt Project - XCEL 3PH  
 Designer: Josh Meissner  
 Phone: 701-271-3421  
 Email: josh.e.meissner@xcelenergy.com

3PH  
 XCEL  
 Build Terminal Pole to bring UG up the Pole.  
 Directional Bore 3PH UG from Terminal Pole to 3 XFMR located on lot 173.

THIS DOCUMENT IS XCEL ENERGY CONFIDENTIALS AND PROPRIETARY INFORMATION AND MAY NOT BE REPRODUCED IN WHOLE, OR IN PART, NOR MAY ANY OF THE INFORMATION CONTAINED HEREIN BE DISCLOSED WITHOUT THE CONSENT OF XCEL ENERGY. CONFIDENTIALS AND PROPRIETARY INFORMATION © 2019 XCEL ENERGY INC. XCEL ENERGY IS REGISTERED TRADEMARK OF XCEL ENERGY INC.



**STATEMENT OF WORK REQUESTED**

DATE: 23-Feb, 2022  
 WORK REQUESTED BY: City of Fargo Engineering Dept  
 WORK LOCATION: 173 Woodcrest DR S Fargo, ND  
 ADDRESS: 225 4TH ST N  
Fargo, ND 58103

**CONSISTING OF:**

Xcel Energy will Build Terminal Pole and install 3PH UG from Terminal Pole to lot 173 and set a 3PH Padmount Transformer for Lift Station on a customer poured pad. Signed agreement and proof of payment are due before work begins.

The facilities installed or removed by Northern States Power Company, a Minnesota corporation ("Xcel Energy" or the "Company") shall be the property of the Company and any payment by customer shall not entitle customer to any ownership interest or right therein. Customer's and Company's rights and obligations with respect to the facilities and services provided through the facilities are subject to additional terms and conditions as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

The undersigned hereby requests and authorizes Northern States Power Company, a Minnesota corporation ("Xcel Energy") to do the work described above, and in consideration thereof, agrees to pay (\$ 95589.32) in accordance with the following terms:

Receipt of the above amount hereby acknowledged on behalf of the Company by Josh Meissner

Northern States Power Company, Customer  
a Minnesota corporation ("Xcel Energy")

Travis Lill  
Print Full Name and Title

City of Fargo Engineering Dept  
Print Full Name and Title (if applicable)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**FOR XCEL ENERGY USE**

Xcel Energy Representative \_\_\_\_\_ Xcel Energy Work Order # \_\_\_\_\_

Construction \$ 95589.32 Removal \$ \_\_\_\_\_ Total \$ 95589.32

Account No. \_\_\_\_\_  
Job No. **12895092**  
Job Address **173 WOODCREST DR S**  
**FARGO, ND 58102**



Northern States Power Company - Minnesota  
**2302 GREAT NORTHERN DRIVE**  
**FARGO, ND 58102**

January 18, 2022

Dear City Of Fargo Engineering Dept,

Thank you for choosing Xcel Energy to be your energy provider. We appreciate your business, and our goal is to deliver you reliable service at an affordable price.

**This letter contains important information about your requested service. Please read all details below as well as any accompanying information and respond accordingly to ensure your project is completed accurately and timely.**

This letter relates to your request for:

- Extension of Gas and/or Electric Facilities

Your portion of the cost of this project is **\$95,589.32**. A hard copy invoice will be sent to you via U.S. Mail Postal Service in the coming days. Please see the attached payment options document for more instructions. Upon receipt of payment and other required documentation as noted below, your project will be scheduled and you will be notified of the scheduled date. If paying by check, please note the account number identified at the top of this letter on your check to ensure accurate and timely payment processing.

Below is a list of additional documentation that you will need to review, sign, and return to the Xcel Energy Designer by email or U.S. Postal Service to their address listed at the bottom of the letter. Please retain a copy of all documentation for your records.

- **Documents to be returned to Xcel Energy:**
  - Statement of Work Request 17-7012
- **Additional enclosures:**
  - Payment Options

If you have any questions about the enclosures or about your specific job, please contact **Josh Meissner** at **701-271-3421** and reference your account number and/or job number above.

We look forward to being your energy provider.

Sincerely,  
Josh Meissner  
DESIGNER  
2302 GREAT NORTHERN DRIVE  
FARGO, ND 58102  
Xcel Energy  
Josh.E.Meissner@xcelenergy.com





## Customer Payment Options

Xcel Energy offers seven payment options to pay for your construction project. Please select the payment options that work best for you.

### Payment options listed in order of quickest processing

#### **MyAccount/eBill™**

Register at [xcelenergy.com](http://xcelenergy.com) to make a payment from your checking account. You can also enroll in eBill and an email will let you know your bill is ready to view at the MyAccount site in place of receiving a mailed paper bill statement. MyAccount also provides a convenient list of your bill statement and payment history and retains your banking information for future use. Each additional account number will have to be added to your list of managed accounts within MyAccount.

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All Xcel Energy residential and business customers are now eligible for payment via credit or debit card. Most major credit and debit cards accepted. Apple Pay or Google Pay is available to customers with a mobile device.

To pay by phone, call our payment processing partner, Kubra EZ Pay, at **833.660.1365**

To pay online, visit [www.xcelenergy.com/billing\\_and\\_payment](http://www.xcelenergy.com/billing_and_payment) and click on the **Pay with credit/debit card** link to make an online credit/debit card payment through Kubra EZ Pay.

*Please note the current fees along with payment information:*

- *Residential Customer Accounts*
  - *Payments accepted for up to \$1,000 in a single transaction*
    - *There is a \$1.50 fee per transaction*
    - *No fee for Wisconsin residential customer accounts*
- *Non-Residential Customer Accounts*
  - *Payments accepted for up to \$100,000 in a single transaction*
    - *There is a 2.2% fee per transaction.*

*All credit/debit card types allow a maximum 25 credit/debit card payments in a 28-rolling-day period, per Xcel Energy account, per credit/debit card.*

\*If you receive this message: "The information provided does not match our records please try again," while trying to make a payment, please try again the following day after 8am CST.

**Overnight Payment Delivery Options**

Send your payment and remittance stub including **account number (written on the memo line of your check)** via FedEx, UPS or USPS overnight delivery to:

Xcel Energy Attn: Remittance Processing  
414 Nicollet Mall, 3rd Floor  
Minneapolis, MN 55401-1993  
Overnight delivery contact phone number: 612.330.5593

The following alternate zip-codes are also valid:

Minneapolis, MN 55401-1927  
Minneapolis, MN 55401-4993

**In-Person Pay Stations**

Pay in-person at a location near you by visiting [xcelenergy.com](http://xcelenergy.com) for pay station locations. **Please include the account number on the memo line of your check.**

*Please note:* A \$1.50 transaction fee applies. (\$1.45 for Western Union only in Colorado)

**Pay by U.S Postal Service**

When sending payment by U.S. mail, **please include the account number on the memo line of your check.** Do not combine this payment with any other Xcel Energy bill payments. Mail check payments to:

Xcel Energy  
P.O. Box 9477  
Minneapolis, MN 55484-9477

**Electronic Funds Transfer (EFT) (Only available to business)**

The Electronic Funds Transfer (EFT) payment process allows business customers to pay via Corporate Trade Exchange (CTX) formatted Automated Clearing House (ACH) (also referred to as EDI-820), the ability to electronically remit payment. The payments to Xcel Energy's bank accounts are initiated by the customer through a series of steps linked to the billing system. The CTX addenda records included with the funds transfer allow the posting of the payments to occur electronically to the account numbers provided by the customer. To obtain Xcel Energy's EFT bank account numbers and to provide transfer confirmation, please email [CustReceive@xcelenergy.com](mailto:CustReceive@xcelenergy.com).

**Helpful hints to ensure accurate and timely processing of your payment:**

- For all payment options, please have your account number available and note on any payment documentation.
- The hard copy invoice will be sent to you via U.S mail in the coming days. If you would like an electronic copy of our invoice prior to receiving the hard copy, please contact your Designer who is identified in the attached letter.
- In order to apply payment to the correct account and avoid unnecessary delays, please make separate payments for each individual project or invoice.
- Please note that depending on payment selection, it may take up to a few days to process your payment.

10

April 13, 2022

To: Board of City Commissioners

From: Jeremy M. Gorden, PE, PTOE  
Division Engineer-Transportation

Subject: Approval of Memorandum of Understanding with the City of West Fargo  
New Traffic Signal Installation – Veterans Boulevard and 37<sup>th</sup> Avenue S  
City of Fargo Project No. TN-22-B

I have attached a new “Memorandum of Understanding” with the City of West Fargo. Since we first constructed Veterans Boulevard south of I-94, this section line road has had a 50/50 cost share between the two of us. This new MOU is needed as it relates to a new traffic signal at the intersection of Veterans Boulevard and 37<sup>th</sup> Avenue S. The traffic signal is needed at this intersection as traffic volumes have been increasing in this part of the City and the intersection is heavily used by students attending the West Fargo Sheyenne High School. Our share of this project will be paid for with Utility Funds coming from the Street Light & Traffic Control Devices Utility Fund.

This MOU is also on the City of West Fargo’s Commission agenda today as well. We plan to open bids on this project on April 27 and to hopefully have the project constructed by year’s end.

**Recommended Motion**

Approve attached Memorandum of Understanding with the City of West Fargo as it relates to a new traffic signal at the intersection of Veterans Boulevard and 37<sup>th</sup> Avenue S.

JMG/jmg  
Attachment

## MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between the city of Fargo, North Dakota, a municipal corporation (hereinafter referred to as "Fargo"), and the city of West Fargo, North Dakota, a municipal corporation (hereinafter referred to as "West Fargo").

## WITNESSETH:

WHEREAS, Veterans Boulevard between Interstate 94 and 40th Avenue South has become a main thoroughfare that borders the boundary lines of both cities; and

WHEREAS, both Fargo and West Fargo have an interest in the construction of a new traffic signal on Veterans Boulevard at 37th Avenue South; and

WHEREAS, Fargo and West Fargo agree that coordination of the two entities' construction efforts will foster efficiency and may result in cost savings for both cities; and

WHEREAS, the parties have agreed on a cost-sharing basis for this project and wish to commit their agreement in writing.

NOW, THEREFORE, it is hereby agreed upon between the parties as follows:

1. Purpose. This Agreement is made pursuant to N.D.C.C. § 54-40-1(1), which authorizes the joint and cooperative exercise of power common to the contracting parties. The intent of this Agreement is to increase efficiencies with respect to the bidding, contracting and construction oversight of the Project, and to prevent delays with respect to the scheduling of work for the Project. This Agreement does not create a separate political subdivision.
2. Term. The term of this Agreement is for ten (10) years beginning on the Effective Date of this Agreement and ending June 1, 2032 (hereinafter the "Original Term"). Thereafter, this Agreement shall automatically renew for a single ten (10) year term unless either party gives written notice to the other ninety (90) days prior to the end of the Original Term. The parties by mutual agreement may terminate this Agreement at any time or extend this Agreement for additional terms.
3. The Project. The parties agree that the construction of a new traffic signal will be on Veterans Boulevard at 37<sup>th</sup> Avenue S. The "Project" shall be a joint project of Fargo and West Fargo.
4. Lead on the Project. Fargo will take the lead on the Project and complete all design, bidding, construction management, and Project closeout.

5. Cost Share. Fargo and West Fargo will each be responsible for 50% of the costs of engineering, administration, construction, and legal/miscellaneous expenses for the Project. Fargo will invoice West Fargo 50% for construction contract, and 50% of the engineering, administration, legal and miscellaneous expenses (a fixed 21% based on construction low bid price). The estimated construction cost of the proposed new traffic signal is \$660,000, with 10% contingency included.
6. Special Assessments and Bonding. Each city shall be responsible for their own costs incurred in creating a special assessment district and bonding related to the Project.
7. Maintenance. Upon completion of the Project, it is agreed that West Fargo will be responsible for day to day maintenance of the traffic signal. Any ongoing capital expenditures related to the traffic signals will be split equally between the parties.
8. Workers Compensation. Each party shall be responsible for injuries or death of its own personnel.
9. Damage to Equipment. Each party shall be responsible for damages to or loss of its own equipment.
10. Liability. For the purposes of N.D.C.C. § 32-12.1-03, the employees and officers of a party are deemed to be employees of that party. Under no circumstances shall a party, irrespective of whether it may have waived the limit on liability set forth in N.D.C.C. § 32-12.1-03, be required to pay on behalf of itself or the other party, any amounts in excess of the limits on liability established in N.D.C.C. § 32-12.1-03 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for each party.
11. Merger Clause. This Agreement constitutes the entire agreement by and between the parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either party hereto.
12. Modification. The agreement may not be modified unless such modification is in writing and signed by both parties to the Agreement. Each of the parties agrees to execute an addendum to this Agreement, if necessary, to further expand on the responsibilities, duties, or other conditions that may arise as the project develops.
13. Waiver of Jury Trial/Venue/Selection. FARGO AND WEST FARGO HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, COUNTERCLAIM OR DEFENSE BASED ON THIS CONTRACT, OR IN ARISING OUT OF, UNDER OR IN ANY CONNECTION WITH THIS CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS CONTRACT. THIS

PROVISION IS A MATERIAL INDUCEMENT FOR FARGO AND WEST FARGO ENTERING INTO THIS CONTRACT. THE PARTIES STIPULATE AND AGREE THAT THE DISTRICT COURT OF CASS COUNTY, NORTH DAKOTA, SHALL BE THE SOLE AND EXCLUSIVE VENUE FOR ANY LAWSUIT PERTAINING TO THIS CONTRACT AND CONSENT TO THE PERSONAL JURISDICTION IN SAID COURT IN THE EVENT OF ANY SUCH LAWSUIT.

- 14. Force Majeure. Neither party shall be liable to the other party during any period in which its performance is delayed or prevented, in whole or in part, by circumstance beyond its reasonable control. Circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind), fire, war, act of a public enemy or terrorist, act of sabotage, strike or other labor dispute, riot, misadventure of the sea, inability to secure materials and/or transportation, or a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the Party claiming the delay shall undertake reasonable action to notify the other Party of the same.
- 15. Agreement Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.
- 16. North Dakota Law Applies. This Agreement shall be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of North Dakota.
- 17. Execution in Counterparts. This Agreement may be executed in counterparts with both Fargo and West Fargo having a fully-executed counterpart.

CITY OF FARGO, NORTH DAKOTA

BY: \_\_\_\_\_

Date: \_\_\_\_\_

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

ATTEST: \_\_\_\_\_

Steven Sprague, City Auditor

CITY OF WEST FARGO, NORTH DAKOTA

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Bernie Dardis, President of the Board of City Commissioners

ATTEST: \_\_\_\_\_

Tina Fisk, City Administrator

11

April 12, 2022

Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

Re: Storm Sewer Easement  
Project #UR-21-A1

Dear Commissioners:

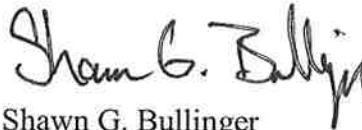
Accompanying for City Commission review and approval is an original Storm Sewer Easement Payment form and permanent storm sewer easement with Alec & Rachel Boughton in association with Project #UR-21-A1.

RECOMMENDED MOTION:

I/we hereby move to authorize payment and approve storm sewer easement with Alec & Rachel Boughton.

Please return the signed original(s).

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Roger Kluck  
Nancy Morris





225 4<sup>th</sup> Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email feng@FargoND.gov

www.FargoND.gov

### Storm Sewer Easement Payment Form

Alec & Rachel Boughton

01-8449-02700-000

Owner(s)

Parcel ID

5710 58th Street S. Fargo, ND 58104

Property Address

Legal Description(s):

See attached exhibit(s).

Payment Option(s):

Below you may elect to donate the property interest, receive minimum payment amount, or reject payment and easement.

- I/we wish to donate the area as shown on the easement exhibit.
- I/we wish to receive the minimum payment amount of \$600.
- I/we wish to reject easement and payment.

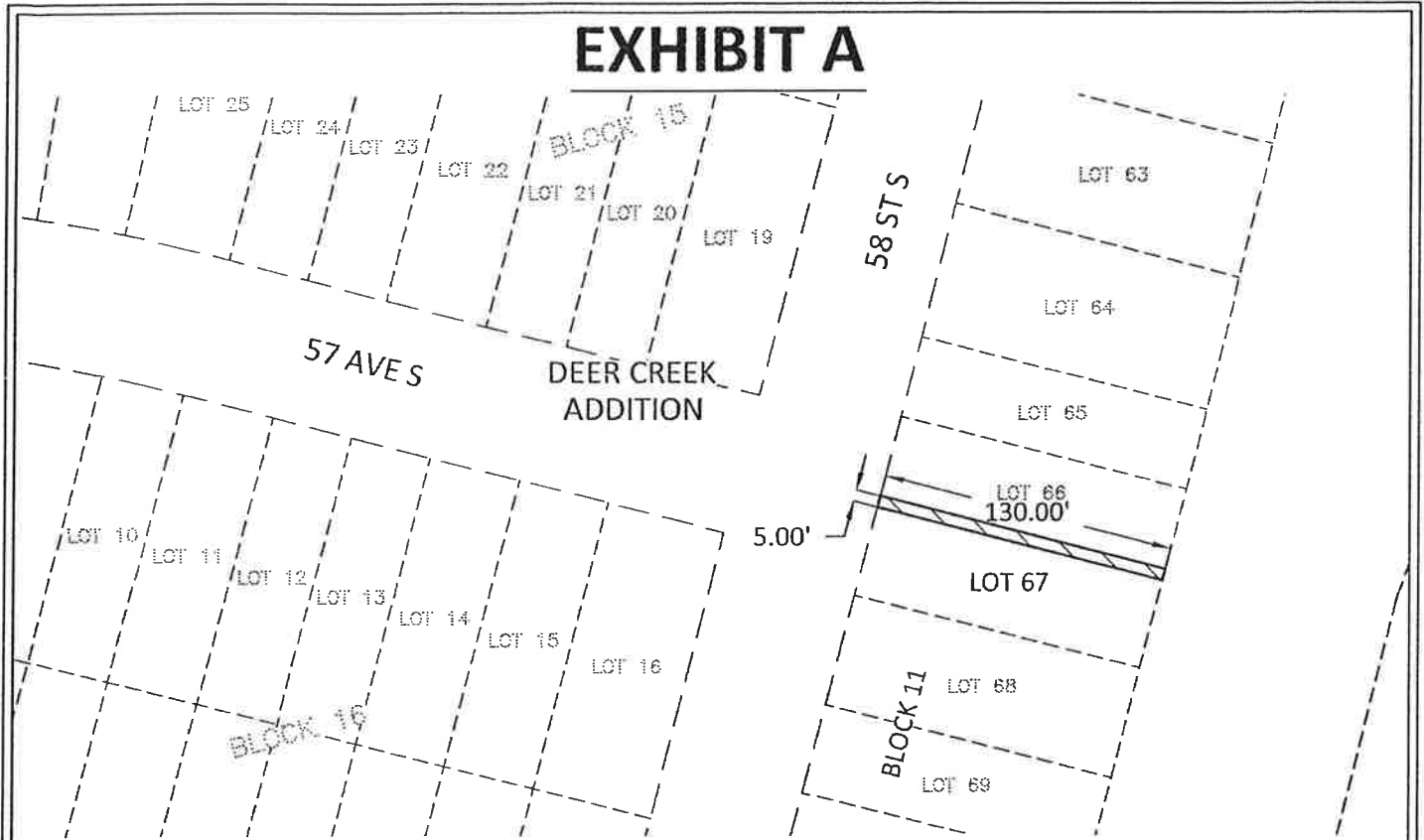
Alec Boughton 11 APR 22  
Owner Signature Date

Shawn G. Bullinger 11-APR 22  
Shawn G. Bullinger Date  
Land Acquisition Specialist, City of Fargo

Rachel Boughton 11 APR 22  
Owner Signature Date

Fargo City Commission has considered the offer and approves the same:

\_\_\_\_\_  
Dr. Timothy J. Mahoney, M.D. Date  
Mayor

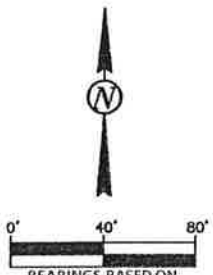


Description:

A tract of land in Lot 67, Block 11 of DEER CREEK ADDITION to the City of Fargo, Cass County, North Dakota described as follows:

The northerly 5.00 feet of said Lot 67.

Said tract contains 650 square feet, more or less.



**LEGEND**

- PERMANENT EASEMENT
- EXISTING BOUNDARY
- EXISTING STREET R/W
- CASS COUNTY DRAIN #27



ENGINEERING DEPT.

**PERMANENT EASEMENT**

**LOT 67, BLOCK 11, DEER CREEK ADDITION  
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**

DRAWN BY: NAS

APPROVED BY: BWW

DATE: 2/7/2022

SHEET 1 OF 1

**PERMANENT EASEMENT**  
**(Storm Sewer)**

**KNOW ALL MEN BY THESE PRESENTS** that **ALEC BOUGHTON AND RACHEL BOUGHTON**, hereinafter referred to as "Grantors", whether one or more, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of constructing, operating, maintaining and repairing a storm sewer, together with the customary appurtenances, said tract being more particularly described as follows:

A tract of land in Lot 67, Block 11 of DEER CREEK ADDITION to the City of Fargo, Cass County, North Dakota described as follows:

The northerly 5.00 feet of said Lot 67.

Said tract contains 650 square feet, more or less.

Said parcel is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenant to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described tract of land and perform any and all acts

necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said storm sewer and customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings or other obstacles of any kind shall be placed or located upon the tract so as to interfere in any manner with the construction, operation, maintenance or repair of said storm sewer including customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said storm sewer and customary appurtenances was begun.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 11<sup>th</sup> day of APRIL, 2022.

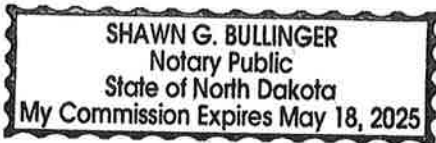
GRANTORS:

*Alec Boughton*  
Alec Boughton

*Rachel Boughton*  
Rachel Boughton

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

On this 11 day of APRIL, 2022, before me, a notary public in and for said county and state, personally appeared Alec Boughton and Rachel Boughton described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.



(SEAL)

*Shawn G. Bullinger*  
Notary Public  
Cass County, North Dakota

IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2022.

GRANTEE:

City of Fargo, a North Dakota municipal corporation

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

ATTEST

\_\_\_\_\_  
Steven Sprague, City Auditor

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

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, a notary public in and for said county and state, personally appeared DR. TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

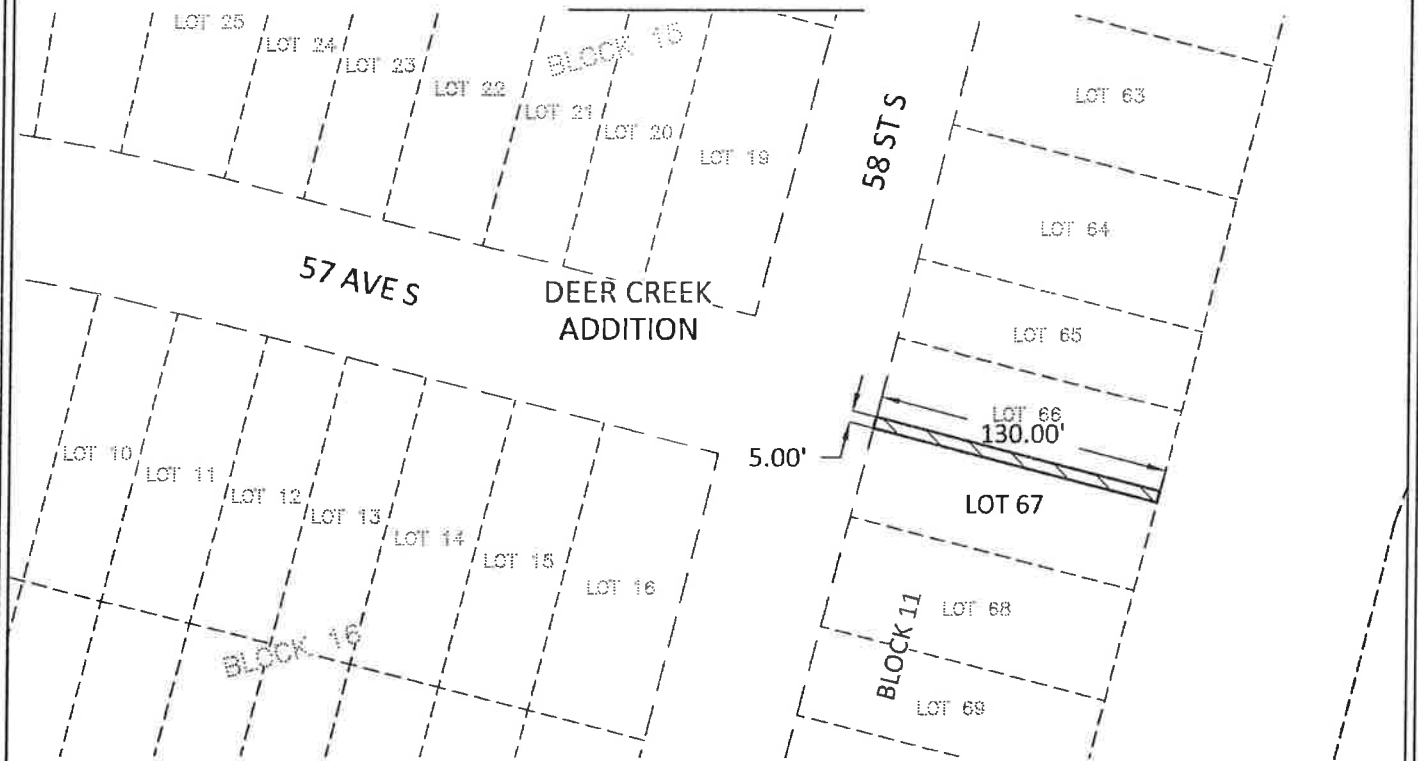
(SEAL)

\_\_\_\_\_  
Notary Public  
Cass County, ND  
My Commission expires:

The legal description was prepared by:  
City of Fargo Engineering Department  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
701-241-1545

This document was prepared by:  
Nancy J. Morris  
City Attorney  
Serkland Law Firm  
10 Roberts Street North  
Fargo, ND 58102  
(701) 232-8957  
[nmorris@serklandlaw.com](mailto:nmorris@serklandlaw.com)

# EXHIBIT A

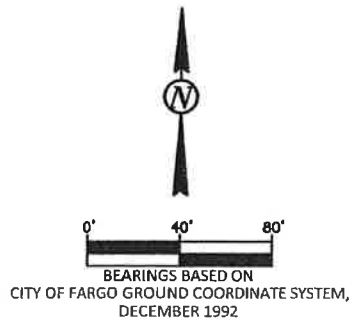


**Description:**





A tract of land in Lot 67, Block 11 of DEER CREEK ADDITION to the City of Fargo, Cass County, North Dakota described as follows:

The northerly 5.00 feet of said Lot 67.

Said tract contains 650 square feet, more or less.



**LEGEND**

-  PERMANENT EASEMENT
-  EXISTING BOUNDARY
-  EXISTING STREET R/W
-  CASS COUNTY DRAIN #27



ENGINEERING DEPT.

## PERMANENT EASEMENT

LOT 67, BLOCK 11, DEER CREEK ADDITION  
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

DRAWN BY: NAS

APPROVED BY: BWW

DATE: 2/7/2022

SHEET 1 OF 1

(12)

April 12, 2022

Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

Re: Storm Sewer Easement  
Project #UR-21-A1

Dear Commissioners:

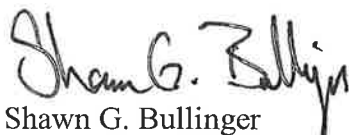
Accompanying for City Commission review and approval is an original Storm Sewer Easement Payment form and permanent storm sewer easement with Patrick & Kathryn Peltier in association with Project #UR-21-A1.

RECOMMENDED MOTION:

I/we hereby move to authorize payment and approve storm sewer easement with Patrick & Kathryn Peltier.

Please return the signed original(s).

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Roger Kluck  
Nancy Morris





225 4<sup>th</sup> Street North  
Fargo, ND 58102  
Phone: 701.241.1545 | Fax: 701.241.8101  
Email feng@FargoND.gov  
www.FargoND.gov

### Storm Sewer Easement Payment Form

Patrick & Kathryn Peltier

01-8449-02690-000

Owner(s)

Parcel ID

5694 58th Street S. Fargo, ND 58104

Property Address

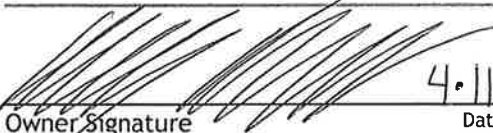
Legal Description(s):


See attached exhibit(s).

Payment Option(s):

Below you may elect to donate the property interest, receive minimum payment amount, or reject payment and easement.

- I/we wish to donate the area as shown on the easement exhibit.
- I/we wish to receive the minimum payment amount of \$600.
- I/we wish to reject easement and payment.

 4-11-22  
Owner Signature Date

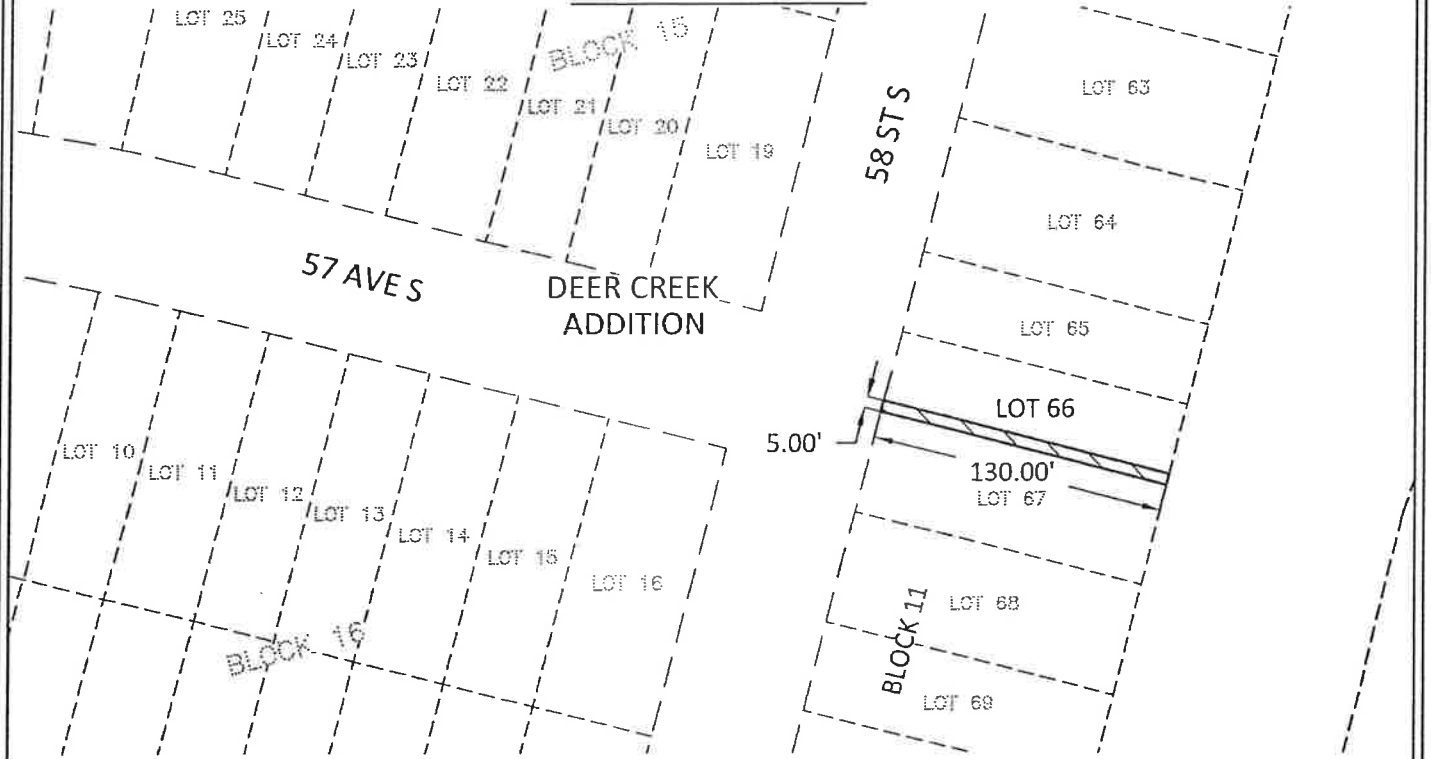
 4-11-22  
Owner Signature Date

 Shawn G. Bullinger  
Land Acquisition Specialist, City of Fargo Date

*Fargo City Commission has considered the offer and approves the same:*

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

# EXHIBIT A

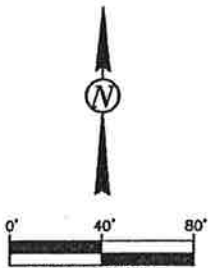


**Description:**

A tract of land in Lot 66, Block 11 of DEER CREEK ADDITION to the City of Fargo, Cass County, North Dakota described as follows:





The southerly 5.00 feet of said Lot 66.

Said tract contains 650 square feet, more or less.



BEARINGS BASED ON  
CITY OF FARGO GROUND COORDINATE SYSTEM,  
DECEMBER 1992

**LEGEND**

-  PERMANENT EASEMENT
-  EXISTING BOUNDARY
-  EXISTING STREET R/W
-  CASS COUNTY DRAIN #27



ENGINEERING DEPT.

DRAWN BY: NAS

APPROVED BY: BWW

DATE: 2/7/2022

SHEET 1 OF 1

## PERMANENT EASEMENT

LOT 66, BLOCK 11, DEER CREEK ADDITION  
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

**PERMANENT EASEMENT**  
**(Storm Sewer)**

**KNOW ALL MEN BY THESE PRESENTS** that **PATRICK PELTIER AND KATHRYN PELTIER**, hereinafter referred to as "Grantors", whether one or more, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of constructing, operating, maintaining and repairing a storm sewer, together with the customary appurtenances, said tract being more particularly described as follows:

A tract of land in Lot 66, Block 11 of DEER CREEK ADDITION to the City of Fargo, Cass County, North Dakota described as follows:

The southerly 5.00 feet of said Lot 66.

Said tract contains 650 square feet, more or less.

Said parcel is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenant to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described tract of land and perform any and all acts

necessary or convenient to carry into effect the purpose for which the grant is made.

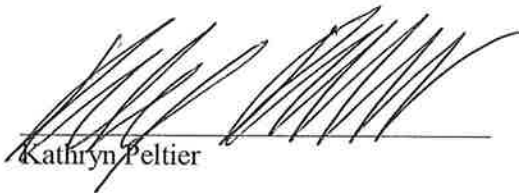
Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said storm sewer and customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings or other obstacles of any kind shall be placed or located upon the tract so as to interfere in any manner with the construction, operation, maintenance or repair of said storm sewer including customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said storm sewer and customary appurtenances was begun.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 11 day of April, 2022.

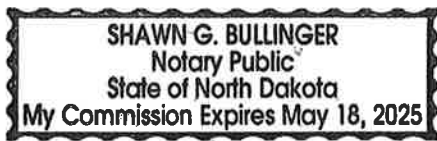
GRANTORS:

  
\_\_\_\_\_  
Patrick Peltier


  
\_\_\_\_\_  
Kathryn Peltier

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

On this 11 day of April, 2022, before me, a notary public in and for said county and state, personally appeared Patrick Peltier and Kathryn Peltier described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

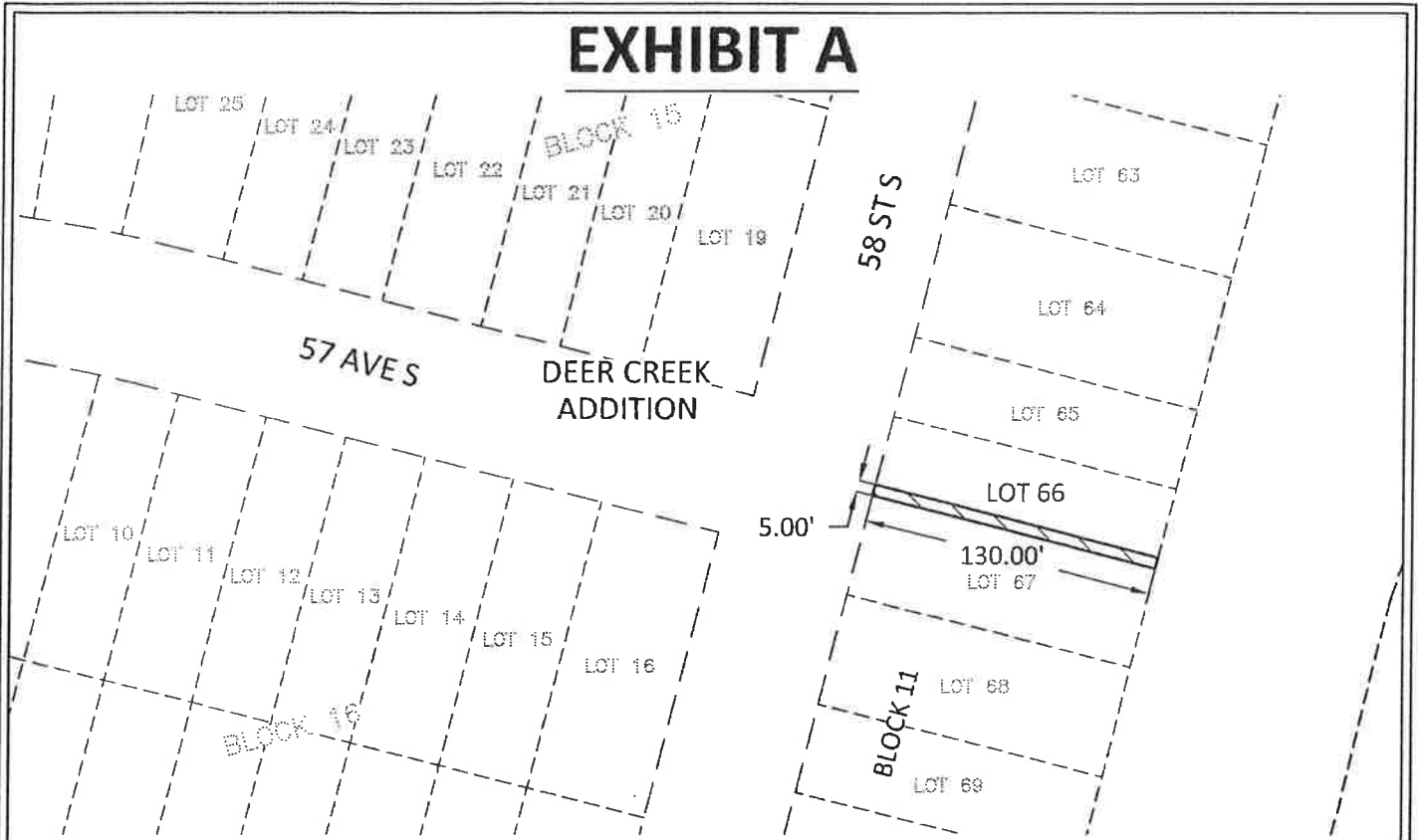


(SEAL)

  
\_\_\_\_\_  
Notary Public  
Cass County, North Dakota



# EXHIBIT A

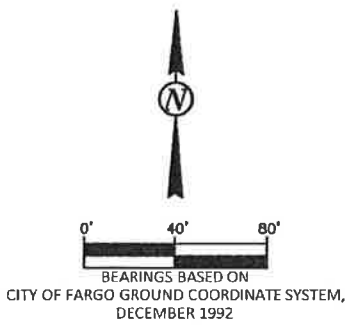


**Description:**

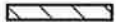



A tract of land in Lot 66, Block 11 of DEER CREEK ADDITION to the City of Fargo, Cass County, North Dakota described as follows:

The southerly 5.00 feet of said Lot 66.

Said tract contains 650 square feet, more or less.



**LEGEND**

-  PERMANENT EASEMENT
-  EXISTING BOUNDARY
-  EXISTING STREET R/W
-  CASS COUNTY DRAIN #27



ENGINEERING DEPT.

## PERMANENT EASEMENT

LOT 66, BLOCK 11, DEER CREEK ADDITION  
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

DRAWN BY: NAS

APPROVED BY: BWW

DATE: 2/7/2022

SHEET 1 OF 1

(13)

April 13, 2022

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Project No. SR-22-B1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, April 13, 2022, for Sidewalk & Shared Use Path Rehab/Reconstruction, Project No. SR-22-B1, located at various areas citywide.

The bids were as follows:

Master Construction Co., Inc.	\$562,326.00
Engineer's Estimate	\$588,005.00

The special assessment escrow is not required.

This office recommends award of the contract to Master Construction Co., Inc. in the amount of \$562,326.00 as the lowest and best bid.

Sincerely,



Tom Knakmuhs  
Assistant City Engineer

TAK/klo





**ENGINEER'S STATEMENT OF ESTIMATED COST**

**PROJECT # SR-22-B1**

**Sidewalk & Shared Use Path Rehab/Reconstruction**

Various Areas City Wide

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

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

Sidewalk & Shared Use Path Rehab/Reconstruction Project # SR-22-B1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Assessed</b>					
1	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	94.00	\$ 110.00	\$ 10,340.00
2	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	40.00	\$ 150.00	\$ 6,000.00
3	Rem & Repl Driveway 6" Thick Reinf Conc	SY	40.00	\$ 150.00	\$ 6,000.00
4	F&I Sidewalk 4" Thick Reinf Conc	SY	3967.00	\$ 75.00	\$ 297,525.00
5	F&I Sidewalk 6" Thick Reinf Conc	SY	20.00	\$ 100.00	\$ 2,000.00
6	F&I Driveway 7" Thick Reinf Conc	SY	277.00	\$ 110.00	\$ 30,470.00
7	Sodding	SY	20.00	\$ 20.00	\$ 400.00
8	Remove Sidewalk All Thicknesses All Types	SY	27.00	\$ 15.00	\$ 405.00
9	Remove Driveway All Thicknesses All Types	SY	322.00	\$ 10.00	\$ 3,220.00
10	F&I Decid Tree 1.5" Dia	EA	5.00	\$ 600.00	\$ 3,000.00
<b>Assessed Total</b>					<b>\$ 359,360.00</b>
<b>City Cost</b>					
11	Remove Curb & Gutter	LF	504.00	\$ 10.00	\$ 5,040.00
12	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	185.00	\$ 110.00	\$ 20,350.00
13	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	184.00	\$ 120.00	\$ 22,080.00
14	F&I Sidewalk 4" Thick Reinf Conc	SY	281.00	\$ 75.00	\$ 21,075.00
15	F&I Sidewalk 6" Thick Reinf Conc	SY	164.00	\$ 82.00	\$ 13,448.00
16	F&I Impressioned 6" Thick Reinf Conc	SY	43.00	\$ 125.00	\$ 5,375.00
17	Rem & Repl Sidewalk 7" Thick Reinf Conc	SY	60.00	\$ 130.00	\$ 7,800.00
18	F&I Crushed Conc - 12" Thick	SY	30.00	\$ 15.00	\$ 450.00
19	F&I Det Warn Panels Cast Iron	SF	512.00	\$ 49.00	\$ 25,088.00
20	Casting to Grade - w/Conc	EA	5.00	\$ 490.00	\$ 2,450.00
21	Curb Stop Box to Grade	EA	6.00	\$ 100.00	\$ 600.00
22	Mulching Type 1 Hydro	SY	3200.00	\$ 5.00	\$ 16,000.00
23	Seeding Type B	SY	3200.00	\$ 5.00	\$ 16,000.00
24	Clear & Grub	LS	1.00	\$ 1,000.00	\$ 1,000.00
25	Sodding	SY	20.00	\$ 20.00	\$ 400.00
26	Remove Driveway All Thicknesses All Types	SY	20.00	\$ 20.00	\$ 400.00
27	Remove Sidewalk All Thicknesses All Types	SY	94.00	\$ 10.00	\$ 940.00
28	Rem & Repl Pavement 9" Thick Asph	SY	20.00	\$ 155.00	\$ 3,100.00
29	Topsoil - Strip & Spread	CY	120.00	\$ 11.00	\$ 1,320.00
30	Fill - Import	CY	120.00	\$ 25.00	\$ 3,000.00
31	Topsoil - Import Special	CY	175.00	\$ 30.00	\$ 5,250.00
32	Traffic Control - Type 1	LS	1.00	\$ 30,000.00	\$ 30,000.00


City Cost Total \$ 201,166.00

**Broadway Sidewalk Reconstruction**

33 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	9.00	\$ 200.00	\$ 1,800.00
<b>Broadway Sidewalk Reconstruction Total</b>				<b>\$ 1,800.00</b>
<b>Total Construction in \$</b>				<b>\$ 562,326.00</b>

Engineering	10.00%	\$ 56,232.60
Legal & Misc	3.00%	\$ 16,869.78
Contingency	5.00%	\$ 28,116.30
Administration	4.00%	\$ 22,493.04
Interest	4.00%	\$ 22,493.04
<b>Total Estimated Costs</b>		<b>\$ 708,530.76</b>
Sales Tax Funds - Infrastructure - 420		\$ 253,469.16
Special Assessments		\$ 455,061.60
<b>Unfunded Costs</b>		<b>\$ -</b>

IN WITNESS THEREOF, I have hereunto set my hand and seal  
Date: 4/13/2022

  
 \_\_\_\_\_  
 Tom Knakmuhs  
 Assistant City Engineer



14

April 13, 2022

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Project No. UR-21-B1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, April 13, 2022, for Utility Rehab/Reconstruction, Project No. UR-21-B1, located at 11 sites across the City.

The bids were as follows:

Master Construction	\$345,810.00
Dirt Dynamics	\$376,646.50
Key Contracting	\$390,185.00
Engineer's Estimate	\$300,598.00

The special assessment escrow is not required.

This office recommends award of the contract to Master Construction in the amount of \$345,810.00 as the lowest and best bid.

Sincerely,



Tom Knakmuhs  
Assistant City Engineer

TAK/jmg



**ENGINEER'S STATEMENT OF ESTIMATED COST**

**PROJECT # UR-21-B1**

**Utility Rehab/Reconstruction**

Various Locations City Wide

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

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

Utility Rehab/Reconstruction Project # UR-21-B1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Site 1 - 3702 10th St N</b>					
1	Mobilization	LS	1.00	\$ 3,000.00	\$ 3,000.00
2	Clear & Grub	LS	1.00	\$ 1,500.00	\$ 1,500.00
3	Topsoil - Strip & Spread	CY	30.00	\$ 25.00	\$ 750.00
4	Seeding Type B	SY	700.00	\$ 1.50	\$ 1,050.00
5	Mulching Type 1 Hydro	SY	700.00	\$ 1.00	\$ 700.00
6	Sediment Control Log 6" to 8" Dia	LF	60.00	\$ 5.00	\$ 300.00
7	F&I Rip Rap Rock	CY	75.00	\$ 175.00	\$ 13,125.00
8	Rem & Repl Pavement 6" Thick Reinf Conc	SY	25.00	\$ 100.00	\$ 2,500.00
<b>Site 1 - 3702 10th St N Total</b>					<b>\$ 22,925.00</b>
<b>Site 2 - Trollwood Repair Outfall</b>					
9	Mobilization	LS	1.00	\$ 3,000.00	\$ 3,000.00
10	Clear & Grub	LS	1.00	\$ 3,000.00	\$ 3,000.00
11	Demolition	EA	1.00	\$ 5,000.00	\$ 5,000.00
12	Topsoil - Strip & Spread	CY	80.00	\$ 30.00	\$ 2,400.00
13	Seeding Type B	SY	750.00	\$ 2.00	\$ 1,500.00
14	Mulching Type 1 Hydro	SY	750.00	\$ 2.00	\$ 1,500.00
15	Sediment Control Log 6" to 8" Dia	LF	60.00	\$ 5.00	\$ 300.00
16	F&I Rip Rap Rock	CY	275.00	\$ 175.00	\$ 48,125.00
17	Rem & Repl Pavement 6" Thick Reinf Conc	SY	25.00	\$ 100.00	\$ 2,500.00
<b>Site 2 - Trollwood Repair Outfall Total</b>					<b>\$ 67,325.00</b>
<b>Site 3 - Golf Course Ave</b>					
18	Mobilization	LS	1.00	\$ 3,000.00	\$ 3,000.00
19	Clear & Grub	LS	1.00	\$ 3,000.00	\$ 3,000.00
20	Topsoil - Strip & Spread	CY	50.00	\$ 10.00	\$ 500.00
21	Fill - Import	CY	200.00	\$ 30.00	\$ 6,000.00
22	F&I Type A Repair Band 27" thru 36" Dia	EA	2.00	\$ 2,100.00	\$ 4,200.00
23	Seeding Type B	SY	1000.00	\$ 2.00	\$ 2,000.00
24	Mulching Type 1 Hydro	SY	1000.00	\$ 2.00	\$ 2,000.00
25	Sediment Control Log 6" to 8" Dia	LF	60.00	\$ 5.00	\$ 300.00
26	F&I Rip Rap Rock	CY	75.00	\$ 175.00	\$ 13,125.00
<b>Site 3 - Golf Course Ave Total</b>					<b>\$ 34,125.00</b>
<b>Site 4 - 32nd Ave N &amp; Eagle St</b>					
27	Mobilization	LS	1.00	\$ 3,000.00	\$ 3,000.00
28	Topsoil - Strip & Spread	CY	15.00	\$ 20.00	\$ 300.00
29	Fill - Import	CY	35.00	\$ 30.00	\$ 1,050.00

30	F&I Pipe 36" Dia Reinf Conc	LF	30.00	\$	300.00	\$	9,000.00
31	Seeding Type B	SY	1000.00	\$	2.00	\$	2,000.00
32	Mulching Type 1 Hydro	SY	1000.00	\$	2.00	\$	2,000.00
33	Sediment Control Log 6" to 8" Dia	LF	60.00	\$	5.00	\$	300.00
34	Inlet Protection - Existing Inlet	EA	3.00	\$	250.00	\$	750.00
35	F&I Rip Rap Rock	CY	30.00	\$	175.00	\$	5,250.00
<b>Site 4 - 32nd Ave N &amp; Eagle St Total</b>						\$	23,650.00
<b>Site 5 - LS 26 Woodland Dr N</b>							
36	Mobilization	LS	1.00	\$	3,000.00	\$	3,000.00
37	Topsoil - Strip & Spread	CY	20.00	\$	20.00	\$	400.00
38	Fill - Import	CY	35.00	\$	40.00	\$	1,400.00
39	F&I Type A Repair Band 60" Plus Dia	EA	1.00	\$	4,000.00	\$	4,000.00
40	Seeding Type B	SY	1200.00	\$	2.00	\$	2,400.00
41	Mulching Type 1 Hydro	SY	1200.00	\$	2.00	\$	2,400.00
42	Sediment Control Log 6" to 8" Dia	LF	30.00	\$	5.00	\$	150.00
43	Inlet Protection - Existing Inlet	EA	2.00	\$	250.00	\$	500.00
44	F&I Rip Rap Rock	CY	75.00	\$	175.00	\$	13,125.00
<b>Site 5 - LS 26 Woodland Dr N Total</b>						\$	27,375.00
<b>Site 6 - 6th Ave S &amp; 3rd St S</b>							
45	Mobilization	LS	1.00	\$	3,000.00	\$	3,000.00
46	Topsoil - Strip & Spread	CY	15.00	\$	25.00	\$	375.00
47	Seeding Type B	SY	1200.00	\$	2.00	\$	2,400.00
48	Mulching Type 1 Hydro	SY	1200.00	\$	2.00	\$	2,400.00
49	F&I Rip Rap Rock	CY	75.00	\$	175.00	\$	13,125.00
<b>Site 6 - 6th Ave S &amp; 3rd St S Total</b>						\$	21,300.00
<b>Site 7 - 16th Ave S &amp; Lindenwood Dr S</b>							
50	Mobilization	LS	1.00	\$	3,000.00	\$	3,000.00
51	Topsoil - Strip & Spread	CY	40.00	\$	25.00	\$	1,000.00
52	Fill - Import	CY	50.00	\$	40.00	\$	2,000.00
53	F&I Type A Repair Band 42" thru 54" Dia	EA	2.00	\$	3,500.00	\$	7,000.00
54	Seeding Type B	SY	900.00	\$	2.00	\$	1,800.00
55	Mulching Type 1 Hydro	SY	900.00	\$	2.00	\$	1,800.00
56	Sediment Control Log 6" to 8" Dia	LF	60.00	\$	5.00	\$	300.00
<b>Site 7 - 16th Ave S &amp; Lindenwood Dr S Total</b>						\$	16,900.00
<b>Site 8 - 21st Ave S &amp; 5th St S (Cemetery)</b>							
57	Mobilization	LS	1.00	\$	3,000.00	\$	3,000.00
58	Clear & Grub	LS	1.00	\$	2,200.00	\$	2,200.00
59	Demolition	EA	1.00	\$	3,000.00	\$	3,000.00
60	Topsoil - Strip & Spread	CY	20.00	\$	25.00	\$	500.00
61	Fill - Import	CY	10.00	\$	40.00	\$	400.00
62	F&I Type A Repair Band 27" thru 36" Dia	EA	1.00	\$	3,500.00	\$	3,500.00
63	Seeding Type B	SY	1100.00	\$	2.00	\$	2,200.00
64	Mulching Type 1 Hydro	SY	1100.00	\$	2.00	\$	2,200.00
65	Sediment Control Log 6" to 8" Dia	LF	60.00	\$	5.00	\$	300.00
66	F&I Rip Rap Rock	CY	75.00	\$	175.00	\$	13,125.00
<b>Site 8 - 21st Ave S &amp; 5th St S (Cemetery) Total</b>						\$	30,425.00
<b>Site 9 - 4102 Timberline Dr S</b>							
67	Mobilization	LS	1.00	\$	3,000.00	\$	3,000.00

68	Topsoil - Import Special	CY	15.00	\$	50.00	\$	750.00	
69	Overseeding	SY	150.00	\$	4.00	\$	600.00	
70	Seeding Type B	SY	30.00	\$	2.00	\$	60.00	
71	Mulching Type 1 Hydro	SY	180.00	\$	2.00	\$	360.00	
72	Inlet Protection - Existing Inlet	EA	3.00	\$	250.00	\$	750.00	
<b>Site 9 - 4102 Timberline Dr S Total</b>							\$	5,520.00

**Site 10 - 4640 Timberline Dr S**

73	Mobilization	LS	1.00	\$	3,000.00	\$	3,000.00	
74	Clear & Grub	LS	1.00	\$	1,500.00	\$	1,500.00	
75	Topsoil - Strip & Spread	CY	100.00	\$	20.00	\$	2,000.00	
76	Fill - Import	CY	200.00	\$	40.00	\$	8,000.00	
77	Seeding Type B	SY	100.00	\$	2.00	\$	200.00	
78	Mulching Type 1 Hydro	SY	100.00	\$	2.00	\$	200.00	
79	Sediment Control Log 6" to 8" Dia	LF	60.00	\$	5.00	\$	300.00	
80	F&I Erosion Control Blanket Type 2	SY	45.00	\$	7.00	\$	315.00	
81	F&I Rip Rap Rock	CY	75.00	\$	175.00	\$	13,125.00	
<b>Site 10 - 4640 Timberline Dr S Total</b>							\$	28,640.00

**Site 11 - DR 27 3310 38 Ave S**

82	Mobilization	LS	1.00	\$	3,000.00	\$	3,000.00	
83	Topsoil - Strip & Spread	CY	75.00	\$	20.00	\$	1,500.00	
84	Fill - Import	CY	400.00	\$	40.00	\$	16,000.00	
85	F&I Type A Repair Band 60" Plus Dia	EA	1.00	\$	4,000.00	\$	4,000.00	
86	Seeding Type B	SY	1200.00	\$	2.00	\$	2,400.00	
87	Mulching Type 1 Hydro	SY	1200.00	\$	2.00	\$	2,400.00	
88	Sediment Control Log 6" to 8" Dia	LF	60.00	\$	5.00	\$	300.00	
89	F&I Erosion Control Blanket Type 2	SY	75.00	\$	7.00	\$	525.00	
90	F&I Rip Rap Rock	CY	100.00	\$	175.00	\$	17,500.00	
<b>Site 11 - DR 27 3310 38 Ave S Total</b>							\$	47,625.00

**Miscellaneous**

91	Traffic Control - Type 1	LS	1.00	\$	20,000.00	\$	20,000.00	
<b>Miscellaneous Total</b>							\$	20,000.00

**Total Construction in \$ \$ 345,810.00**

Engineering	10.00%	\$	34,581.00
Legal & Misc	3.00%	\$	10,374.30
Contingency	5.00%	\$	17,290.50
Administration	4.00%	\$	13,832.40
Interest	4.00%	\$	13,832.40
<b>Total Estimated Costs</b>		<b>\$</b>	<b>435,720.60</b>
Utility Funds - Stormwater - 524		\$	435,720.60
<b>Unfunded Costs</b>		<b>\$</b>	<b>-</b>

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

Date: 4/13/2022

  
 \_\_\_\_\_  
 Tom Knakmuhs  
 Assistant City Engineer



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:

Woodcrest Flood Risk Management Project

Project No. FM-19-C

Call For Bids April 18, 2022

Advertise Dates April 27, May 4 & 11, 2022

Bid Opening Date May 25, 2022

Substantial Completion Date August 15, 2023

Final Completion Date September 15, 2023

N/A PWPEC Report (**Part of 2022 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 **Separate General, Combined & Electrical Bid Sheets**

Project Engineer Rob Hasey

Phone No. (701) 476-4041

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

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

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

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



**ENGINEER'S REPORT**  
**WOODCREST FLOOD RISK MANAGEMENT PROJECT**  
**PROJECT NO. FM-19-C**  
**STARTING AT 119 SOUTH WOODCREST DRIVE NORTH AND**  
**ENDING AT 150 NORTH WOODCREST DRIVE NORTH**

**Nature & Scope**

This project is for the construction of a new storm sewer lift station and earthen levee in the Woodcrest neighborhood located along North and South Woodcrest Drive North.

**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, without any emergency measures, once the Fargo-Moorhead Diversion Project (Diversion) is completed. Prior to the Diversion being completed, this project will also reduce the need for emergency levees during spring flood events.

**Feasibility**

The estimated cost of construction is \$3,960,902.75. The cost breakdown is as follows:

<b>Flood Sales Tax Fund 460</b>		
<b>Construction Cost</b>		<b>\$3,960,902.75</b>
<b>Fees</b>		
Contingency	10%	\$396,090.28
<b>Total Estimated Cost</b>		<b>\$4,356,993.03</b>
<b>Funding</b>		
Sales Tax Funds - Flood Control - 460	100.00%	\$4,356,993.03



<b>Miscellaneous Costs</b>			
Permanent ROW and Easements			\$1,602,000.00
Utility Relocations			\$106,226.18
Outside Engineering			\$500,000.00
<b>Total Miscellaneous Costs</b>			<b>\$2,208,226.18</b>
<b>Funding</b>			
Sales Tax Funds - Flood Control - 460	100.00%		\$2,208,226.18

<b>Project Funding Summary</b>			
Sales Tax Funds - Flood Control - 460	100.00%		\$6,565,219.21
<b>Total Estimated Project Cost</b>			<b>\$6,565,219.21</b>

**This project does not have any alternate or optional containers.**

We believe this project to be cost effective.



*[Handwritten Signature]*  
 Tom Knakmuhs, P.E.  
 Assistant City Engineer



April 14, 2022

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

Re: Red River Setback Waiver for the property located at 172 North Woodcrest Drive North for the Limited Disturbance Zone Setback (LDZS) Area

Honorable Commissioners,

The Owner at 172 North Woodcrest Drive North has requested to construct a small portion of two residential home additions and a patio area within the LDZS. Schmidt Brothers Construction has completed a preliminary site layout for the improvements, which is attached to this letter. Staff has reviewed the application and associated impacts. Due to the proposed construction of the Woodcrest Flood Mitigation project scheduled for the summer of 2022, the normal geotechnical work required by the Owner for a LDZS setback waiver request has been completed through the City lead flood protection project. A clay levee is to be installed to the east of this property as part of the proposed project.

Staff recommends approval of the setback waiver under two conditions for the river course setback waiver. The first being the Owner will sign a standard waiver of liability produced through the City attorney's office, which will be recorded/attached to the property. The second condition would be that the Woodcrest Flood Mitigation project has been awarded and is scheduled to be constructed prior to a building permit being issued for the requested improvements. This will guarantee the primary line of protection will be completed, meeting the City setback waiver policy criteria.

**Recommended Motion:**

Move to approve the Red River setback waiver in the LDZS for the construction of improvements on 172 North Woodcrest Drive North with the completion of a signed setback liability waiver and the awarding of the contract for the Woodcrest Flood Mitigation project prior to permit issuance.

Respectfully,

Jody Bertrand, P.E., C.F.M.  
Division Engineer

Attachments

C: Nathan Boerboom  
Nancy Morris  
Brenda Derrig  
Bruce Grubb

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Red River Water Course Setback Waiver

Location: 172 North Woodcrest Drive North Date of Hearing: 4/11/2022

<u>Routing</u>	<u>Date</u>
City Commission	4/18/2022
PWPEC File	X
Project File	Jody Bertrand

The Committee reviewed the accompanying correspondence from Division Engineer, Jody Bertrand, regarding the approval of a Red River Water Course Setback Waiver at 172 North Woodcrest Drive North for the Limited Disturbance Zone Setback (LDZS) Area.

The Owner at 172 North Woodcrest Drive North has requested to construct two residential home additions and a patio area within the LDZS. Staff is recommending approval with two conditions for the Red River Water Course Setback Waiver. The first being that the Owner sign a standard waiver of liability produced through the City Attorney's office which will be recorded/attached to the property. The second condition is that the Woodcrest Flood Mitigation project has been awarded. This will guarantee the primary line of protection will be completed meeting the City setback waiver policy criteria.

On a motion by Tim Mahoney, seconded by Steve Sprague, the Committee voted to recommend approval of the Red River Water Course Setback Waiver in the LDZS for construction of improvements at 172 North Woodcrest Drive North with conditions of a signed setback liability waiver with recordation and the awarding of the Woodcrest Flood Mitigation project prior to building permit issuance.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the Red River Water Course Setback Waiver in the LDZS for construction of improvements at 172 North Woodcrest Drive North with conditions of a signed setback liability waiver with recordation and the awarding of the Woodcrest Flood Mitigation project prior to building permit issuance.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>    <input checked="" type="checkbox"/>    </u>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Vacant, Finance Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

  
Brenda E. Derrig, P.E.  
City Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Jody Bertrand, Division Engineer  
**Date:** April 8, 2022  
**Re:** Red River Water Course Setback Waiver for the Property Located at 172 North Woodcrest Drive North for the Limited Disturbance Zone Setback (LDZS) Area

---

## Background:

The Owner at 172 North Woodcrest Drive North has requested to construct a small portion of two residential home additions and a patio area within the LDZS. Schmidt Brothers Construction has completed a preliminary site layout for the improvements, which is attached to this letter. Staff has reviewed the application and associated impacts. Due to the proposed construction of the Woodcrest Flood Mitigation project scheduled for the summer of 2022, the normal geotechnical work required by the Owner for a LDZS setback waiver request has been completed through the City-led flood protection project. A clay levee is to be installed to the east of this property as part of the proposed project.

Staff recommends approval of the Red River Water Course Setback Waiver with two conditions. The first being the Owner sign a standard waiver of liability produced through the City Attorney's office, which will be recorded/attached to the property. The second condition would be that the Woodcrest Flood Mitigation project has been awarded and is scheduled to be constructed prior to a building permit being issued for the requested improvements. This will guarantee the primary line of protection will be completed, meeting the City setback waiver policy criteria.

## Recommended Motion:

Approve the Red River Setback Waiver in the LDZS for the construction of improvements at 172 North Woodcrest Drive North with the conditions of a signed setback liability waiver with recordation and the awarding of the contract for the Woodcrest Flood Mitigation project prior to building permit issuance.

JRB/klb  
Attachments

## VARIANCE ACKNOWLEDGEMENT AND LIABILITY WAIVER

The undersigned property owner, Paul and Ann Jarvis, have requested a variance of the Limited Disturbance Zone Setback of City of Fargo Ordinance #4818, which sets guidelines on watercourse setback requirements, for an issuance of a building permit for the proposed construction and improvement of property located at 172 North Woodcrest Drive, Fargo, ND 58102, more particularly described as follows:

Lot 23, in Block 16, of Woodcrest Third Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota

At the \_\_\_\_\_, 2022 City Commission meeting, the Fargo City Commission approved the waiver request contingent upon the following:

1. A signed and recorded Waiver of Liability; and
2. The Woodcrest Flood Risk Management project contract be awarded and scheduled for construction prior to a building permit being issued for the requested construction/improvements by the undersigned to ensure the primary line of flood protection be completed.

The City of Fargo (“City”) does not accept any liability for the stability of the proposed construction, including the structure(s), along with any other features constructed and/or installed within this property by the property owner. The property owner, their successors and assigns, accepts all liability with the improvements completed on this property by the property owner and hereby expressly waive any and all liability against the City, and agrees to indemnify and hold City for any and all claims asserted as a result of the waiver granted herein. The property owner understands and agrees that City shall not be liable for, and City does not accept any liability for the proposed structure along with any other features constructed and/or installed within this property.

Property owner understands and agrees that any and all liability for any short term or long term improvements completed on this property shall be the sole responsibility of property owner, its successors and assigns.

\_\_\_\_\_  
Paul Jarvis

\_\_\_\_\_  
Ann Jarvis

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

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, a notary public in and for said county and state, personally appeared Paul Jarvis and Ann Jarvis who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public  
Cass County, North Dakota  
My Commission expires:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF FARGO, a NORTH DAKOTA municipal corporation

By \_\_\_\_\_  
Timothy J. Mahoney M.D., Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

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

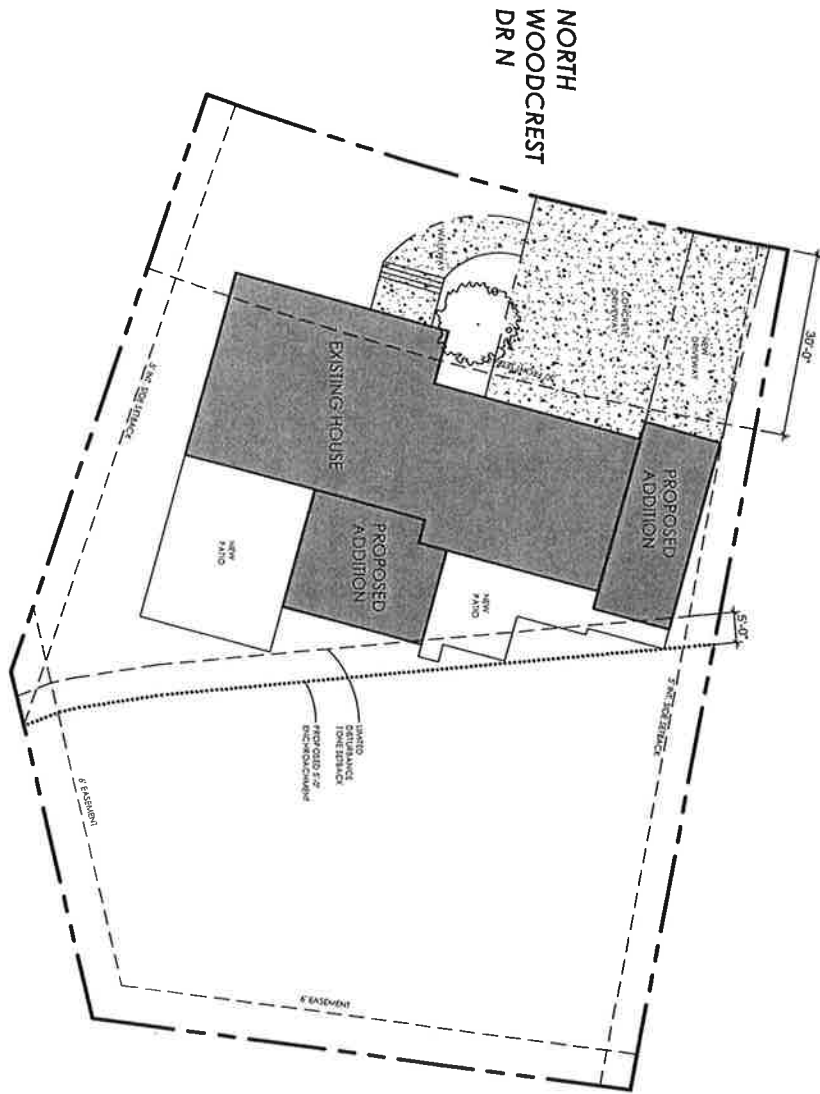
On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D., and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public  
Cass County, North Dakota  
My Commission expires:

Attachments

- 1. Copy of the site plan




  
 SITE PLAN
   
 SCALE: 1" = 20'-0"

**PROJECT STATISTICS:**

PROPERTY ADDRESS: 172 NORTH WOODCREST DR N  
 PARCEL ID NUMBER: 01-4060-00790-000  
 ZONING: SR-2  
 LOT SIZE: 15,301 S.F.  
 FOOTPRINT: 2,030 S.F.  
 HOUSE/RANGE ADDITION: 870 S.F.  
 TOTAL AREA: 2,900 S.F.  
 COVERAGE: 18.95%



**SCHMIT BROTHERS**  
 CONSTRUCTION, INC.

2515 12TH ST. N.  
 FARGO, ND 58102  
 PHONE 701-232-1979  
 FAX 701-232-7438

JARVIS RESIDENCE  
 172 NORTH WOODCREST DR N  
 FARGO, ND

SITE PLAN  
 DRAWN BY: C.R.

DATE: 02/16/22  
 DRAWN BY: C.R.  
 REV: 06/28/22

SHEET NO.  
**11**



17

April 7, 2022

Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**Re: Memorandum of Offer to Landowner  
Permanent & Temporary Easements - Project #FM-19-C**

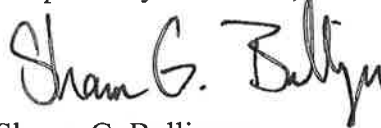
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent & temporary easements in association with Project #FM-19-C. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a permanent & temporary easement from **Paul J. & Ann L. Jarvis** in association with Project #FM-19-C and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Nancy J. Morris  
Nathan Boerboom

Memorandum of Offer to Landowner  
City of Fargo, Engineering Department

Project FM-19-C	County Cass	Parcel(s) 01-4060-00700-000
Landowner Paul J & Ann L Jarvis		
Mailing Address 172 North Woodcrest Drive N		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See enclosed easement(s).

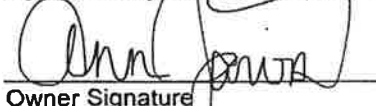
I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 48,930.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>48,930.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>48,930.00</u>

\*Description of Damages to Remainder are as follows:

\_\_\_\_\_

  
 \_\_\_\_\_  
 Owner Signature  
 Signature hereby constitutes acceptance of offer as presented above.

  
 \_\_\_\_\_  
 Owner Signature  
 Signature hereby constitutes acceptance of offer as presented above.

  
 \_\_\_\_\_  
 Shawn G. Bullinger  
 Land Acquisition Specialist, City of Fargo

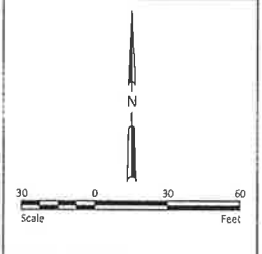
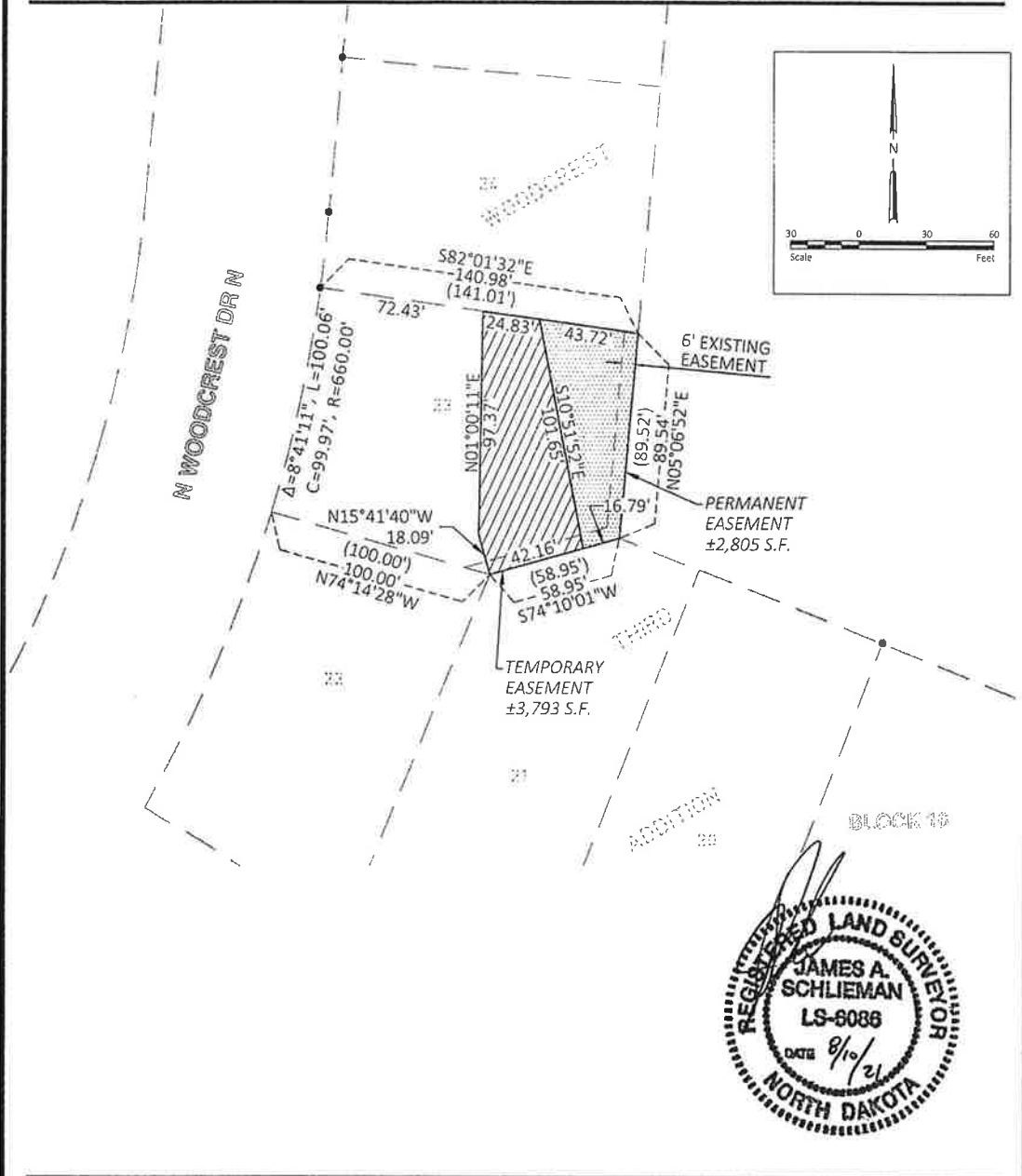
*Fargo City Commission has considered the offer and approves the same:*

Timothy J. Mahoney  
MAYOR

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



PART OF LOT 23, BLOCK 16  
 WOODCREST THIRD ADDITION  
 CITY OF FARGO, CASS COUNTY  
 STATE OF NORTH DAKOTA



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NOTE: ALL BEARINGS GIVEN ARE  
 BASED ON THE CITY OF  
 FARGO GIS COORDINATE  
 SYSTEM.

IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
PERMANENT EASEMENT	
TEMPORARY EASEMENT	



## EASEMENT EXHIBIT

PROJECT NO. 6059-0165	WOODCREST AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2
--------------------------	---	-----------------

PART OF LOT 23, BLOCK 16  
 WOODCREST THIRD ADDITION  
 CITY OF FARGO, CASS COUNTY  
 STATE OF NORTH DAKOTA

Description - Permanent Easement:

That part of Lot 23, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 23; thence South 82°01'32" East, along the northerly line of said Lot 23, for a distance of 97.26 feet to the true point of beginning; thence South 10°51'52" East for a distance of 101.65 feet to a point of intersection with the southeasterly line of said Lot 23; thence North 74°10'01" East, along the southeasterly line of said Lot 23, for a distance of 16.79 feet to the southeast corner of said Lot 23; thence North 05°06'52" East, along the easterly line of said Lot 23, for a distance of 89.54 feet to the northeast corner of said Lot 23; thence North 82°01'32" West, along the northerly line of said Lot 23, for a distance of 43.72 feet to the true point of beginning.

Said tract contains 2,805 square feet, more or less.

Description - Temporary Easement:

That part of Lot 23, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 23; thence South 82°01'32" East, along the northerly line of said Lot 23, for a distance of 97.26 feet to the true point of beginning; thence South 10°51'52" East for a distance of 101.65 feet to a point of intersection with the southeasterly line of said Lot 23; thence South 74°10'01" West, along the southeasterly line of said Lot 23, for a distance of 42.16 feet to the most southerly corner of said Lot 23; thence North 15°41'40" West for a distance of 18.09 feet; thence North 01°00'11" East for a distance of 97.37 feet to a point of intersection with the northerly line of said Lot 23; thence South 82°01'32" East, along the northerly line of said Lot 23, for a distance of 24.83 feet to the true point of beginning

Said tract contains 3,793 square feet, more or less.



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**EASEMENT EXHIBIT**

PROJECT NO.  
6059-0165

WOODCREST AREA FLOOD RISK MGMT PROJECT  
CITY OF FARGO, CASS CO., ND

SHEET  
2 OF 2

(18)

## FINANCE COMMITTEE

**Description:** CARES, ARPA and Fund 402**Type:** Proposed Uses**Date of Hearing:** 1/31/2022**Routing:** City Commission**Date:** 4/18/2022**Introduction**

The Finance Committee reviewed a series of spreadsheets regarding proposed uses of CARES and ARPA funding, as well as, Fund 402, Debt Financed Capital. The Mayor's budget team was seeking Finance Committee input on the proposed uses listed on the spreadsheets.

**Background**

Over the past two years, the City of Fargo has received federal funding from two federal relief programs. The two programs were the Coronavirus Aid, Relief and Economic Security (CARES) Act and American Rescue Plan Act (ARPA).

The CARES Act was an economic stimulus bill passed by Congress and signed into law by President Trump in March 2020, in response to the economic fallout of the COVID-19 pandemic in the United States. The bill included, among other things, \$339.8 billion to state and local governments. As a result, the City of Fargo received a reimbursement of public safety related expenses totaling \$15.9 million.

The American Rescue Plan Act (ARPA) was an emergency legislative bill passed by Congress and signed into law by President Biden in March 2021, with the goal of helping the United States recover from losses caused by the COVID-19 public health emergency. Fargo, as a recognized Metro City, received a direct allocation of \$20.2 million in two equal disbursements in 2021 and 2022.

**CARES – Proposed Uses**

Attached, please find **Exhibit A** titled "CARES Public Safety Funding – Allocations". As referenced above, the City received \$15.9 million in public safety reimbursements from the federal government in 2020. The draft spreadsheet includes two columns: **Previous Uses** and **Proposed Uses**. The Previous Uses column lists items already approved by the City Commission. At this point, the Proposed Uses column has not been presented to the City Commission.

**ARPA – Proposed Uses**

Attached, please find **Exhibit B** titled "ARP Metro City Funding – Allocations". As referenced above, the City received \$20.2 million from the federal government in two equal disbursements in 2021 and 2022. The draft spreadsheet includes two columns: **First Distribution Uses** and **Second Distribution Uses**. The First Distribution Uses were presented to the City Commission during the Mayor's 2022 budget presentation. At this point, the Second Distribution Uses column has not been presented to the City Commission.

**Fund 402 Debt Financed Capital – Proposed Uses**

Attached, please find **Exhibit C** titled “Fund 402 Debt Funded Capital – Allocations”. Several years ago, department heads were asked to include a 5-year capital outlay plan with their annual budget submittals. This was done, in part, to do a better job of identifying future building needs. Since building related capital tends to be larger dollar values, they are typically financed through a bond sale. Thus, it was decided create a capital category called “debt funded” capital.

The concept was to treat capital requests similar to the SRF loan programs, where, every year, projects that are (or will be) seeking SRF loan financing must get place on an Intended Use Plan (IUP). The SRF program uses the IUP as a fiscal planning and monitoring tool. To receive SRF funding, a follow-up application needs to be submitted and approved before the project is funded. Fund 402 is treated similarly in that the annual budget placeholders serves and the IUP. Ultimately, projects approved for funding would be financed through a bond sale (or loan) with an annual debt service requirement.

Revenue for the debt service fund would come from a budget transfer to the Fund 402 balance as noted in the previous section.

**SUGGESTED MOTION:**

On a motion from Michael Redlinger, seconded by Bruce Grubb, the Finance Committee voted to receive and file the proposed uses spreadsheets for CARES, ARPA and Fund 402.

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

  
 \_\_\_\_\_  
 Tim Mahoney  
 Finance Committee Chair

**DRAFT****CARES Public Safety Funding - Allocations**

CARES Act Relief Funding \$ 15,923,602

<b>Previous Uses</b>	
PD OT Wages	\$ 282,279
PD Body Cameras and Equipment	\$ 2,465,978
Unfunded DS 2002 Expense	\$ 1,005,548
Police Capital - BSI	\$ 2,253,519
Business Assistance Program	\$ 821,849
Red River Room AVI Upgrade	\$ 193,976
ESHARA	\$ 79,200
New Life Center	\$ 279,388
First Link	\$ 16,884
Training Room Conversion	\$ 200,000
Contract Multimedia Designer	\$ 39,200
AV System in Meadowlark Room	\$ 122,888
Protective Barriers	\$ 175,592
Year End Bonus	\$ 989,326
Churches United Overflow Shelter	\$ 337,000
<b>TOTAL</b>	<b>\$ 9,262,627</b>

<b>Proposed Uses</b>	
Food and Rental Assistance	\$ 250,000
Beyond Shelter Senior Project	\$ 1,000,000
MATBUS - Future Local Match and Reservationists	\$ 1,200,000
MATBUS - Contract Amendment (Drivers)	\$ 600,000
Actuarial Pension Contribution	\$ 870,000
<b>TOTAL</b>	<b>\$ 3,920,000</b>

CARES Act Relief Funding	\$ 15,923,602
Previous Uses	\$ 9,262,627
Proposed Uses	\$ 3,920,000
<b>Available Balance</b>	<b>\$ 2,740,975</b>

**EXHIBIT A**

**DRAFT****ARP Metro City Funding - Allocations**

ARP Metro Cities Funding \$ 20,205,034

<b>First Distribution Uses</b>	<b>Amount</b>
Core Neighborhoods Capital	\$ 1,000,000
Mid-America Environmental Cleanup	\$ 500,000
Non-Profits/Social Services	\$ 1,000,000
Server/SAN Equipment	\$ 789,000
ERP Software Replacement & Consultant	\$ 1,250,000
Revenue Stabilization Fund Replacement	\$ 2,500,000
Transfer to Fund 402 Building Capital	\$ 2,000,000
Engagement Center with Services	\$ 400,000
Sheltering	\$ 900,000
Southside Fueling Annex	\$ 1,500,000
Ultrafiltration Membrane Buildout	\$ 900,000
<b>TOTAL</b>	<b>\$ 12,739,000</b>

<b>Proposed Second Distribution Uses</b>	<b>Amount</b>
Cyber Security	\$ 125,000
Engagement Center Project Manager	\$ 125,000
Core Neighborhoods Implementation Mgr	\$ 125,000
Beyond Shelter Senior Project	\$ 300,000
Fire Station #8 Design and Bidding	\$ 200,000
Civic Plaza - Phase 2	\$ 2,500,000
Transfer to Fund 402 Building Capital	\$ 2,000,000
1st Floor PD Windows	\$ 350,000
Transfer to the Parking Fund	\$ 1,000,000
<b>TOTAL</b>	<b>\$ 6,725,000</b>

Total ARP Metro City Funding	\$ 20,205,034
First Distribution Uses	\$ 12,739,000
Proposed Second Distribution Uses	\$ 6,725,000
<b>Available Balance</b>	<b>\$ 741,034</b>

**EXHIBIT B**



**DRAFT****Fund 402 Debt Funded Capital - Allocations**

Fund 402 Balance                   \$            4,000,000

<b>Department</b>	<b>Project Description</b>	<b>Cost</b>
<b>Fire</b>	Fire Station #8 Construction	\$ 5,000,000
	Fire Truck for Station #8	\$ 800,000
	Fire Station #2 Addition and Remodel	\$ 350,000
<b>Buildings &amp; Grounds</b>	New Elevator for GTC	\$ 48,533
	Civic Plaza Phase 1 - Sodbuster	\$ 2,158,513
<b>Public Works Central Garage</b>	Replace Roof Section J	\$ 100,000
	Generator Replacement	\$ 125,000
<b>Newman Outdoor</b>	Press Box Window Replacement	\$ 24,000
	Stadia Expansion Joints	\$ 15,000
	Seal Control Joints	\$ 15,000
	RTU Replacement	\$ 90,000
	Annual/Deferred Maintenance	\$ 12,000
	Generator and Transformer Pad Repair	\$ 4,000
<b>TOTAL</b>		<b>\$ 8,742,046</b>

Total Bond Sale	\$ 8,742,046
Debt Service - ARP Transfer to Fund 402	\$ 4,000,000

**EXHIBIT C**

## DRAFT

### ARP Act Funding Placeholders in 2022 Budget

Core Neighborhoods Capital	\$ 1,000,000
Non-Profits/Social Services	\$ 1,000,000

Core Neighborhoods Capital	\$ 1,000,000
Core Neighborhoods Implementation	\$ 750,000
Beyond Shelter Senior Project	\$ 250,000

Non-Profits/Social Services	\$ 1,000,000
Arts & Culture	\$ 250,000
United Way	\$ 250,000
Beyond Shelter Senior Project	\$ 250,000
FM Area Foundation	\$ 250,000



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PO Box 310 | Fargo, ND 58107-0310 | (701) 551-0480 | Fax (701) 551-0499 | TTY 800-366-6888

April 13, 2022

Mayor Mahoney and the Fargo City Commission  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**RE: American Rescue Plan Act Grant Investment Request  
The Plaza Apartments – Quality Affordable Senior Housing**

Dear Mayor Mahoney and the Fargo City Commission,

This letter is to request that the City of Fargo provide a **\$1,720,000** grant investment from its allocated American Rescue Plan Act (ARPA) funds to support the financing of The Plaza Apartments, an affordable senior housing project to be located on the west side of the former Kmart site in south Fargo.

A grant investment of **\$1,720,000** would provide the following:

- **Eighty-eight (88) units** of quality affordable senior rental housing that would serve extremely low-income, very low-income, and low-income seniors and offer supportive services to disabled and frail elderly tenants
- A projected ARPA Leverage/Investment Multiplier of 13.38. Thus, every ARPA dollar invested will generate **\$13.38** of additional investment in The Plaza Apartments
- A projected Private Leverage/Investment Multiplier of 9.70. Thus, every ARPA dollar invested will generate **\$9.70** of additional private investment in The Plaza Apartments
- Gap funding to cover higher costs driven by pandemic-related price increases (i.e., materials, supply chain, workforce shortages, transportation costs, higher interest rates, inflation, etc.)

In addition to the above, The Plaza Apartments is projected to support one hundred and thirty-three (**133**) local jobs during construction and once construction is complete, support **thirty-three (33)** local jobs annually and as mentioned at prior City Commission meetings,

Beyond Shelter, Inc. (BSI) currently has 325 affordable senior rental homes serving the community of Fargo. BSI's average vacancy rate is about two percent (2%), the average tenant age is seventy-two (72), sixty-nine percent (69%) of the senior tenants qualify as extremely low-income households, and on average, the senior tenants pay twenty-nine percent (29%) of their household income towards rent or approximately \$423 per month.

With that, I would like to thank you for your time and consideration.

Sincerely,



Daniel P. Madler  
Chief Executive Officer



United Way of Cass-Clay

April 13, 2022

Dear Mayor Dr. Mahoney, Fargo City Commissioners,

United Way of Cass-Clay (United Way) improves lives by activating resources to solve complex community issues and create lasting social change. We seek to make measureable progress toward increasing access and reducing barriers for underserved, at-risk, and vulnerable individuals and families to achieve Bold Goals:

1. Reduce Hunger & Homelessness
2. Prepare Children to Succeed
3. Help People be Independent

By focusing on our Bold Goals, we look to improve lives and create a better tomorrow for everyone in Cass County, ND, and Clay County, MN. We do this by increasing access and reducing barriers to much needed supports and services including stable housing, living-wage employment, mental health services for students, access to equitable education, and providing affordable, quality child care.

Poverty is one of the most serious issues our community faces. Locally, 1 in 9 people live in poverty, this is a family of four living on less than \$26,200 per year. The new American and low-income families are seeking opportunities for family-sustaining employment opportunities. According to 2019 Census Data, 2,145 of new Americans in our local community lack English Language proficiency to gain access to essential resources. Combined with other identified barriers and challenges including lack of access to affordable child care, transportation challenges, and lack of soft skills training, opportunities to becoming self-sufficient are drastically effected by lack of coordinated services.

Research has demonstrated educational attainment and poverty are strongly correlated. To meet our community's workforce needs we need to increase opportunities for training, education, and supportive services to low-income families to meet the skills gap. Statistically, we know that individuals with language barriers and lower educational attainment experience limited access to resources and employment that can potentially lead to financial freedom.

United Way proposes to operationalize a \$250,000 investment from the City of Fargo via the American Rescue Plan Act (ARPA) to support opportunities to help individuals gain skills that will allow them to access family-sustaining employment. To do this, United Way will release an RFP to interested community nonprofit organizations and utilize an in-depth vetting process (detailed in subsequent pages) to ensure the dollars are making progress on stated goals of this investment.

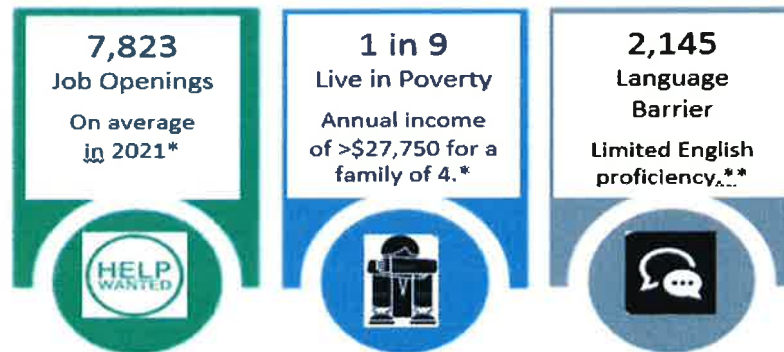
**Goal:** *Position under and unemployed workers on a path to long-term family-sustaining employment and career success*

- **BUILD CAPACITY & INCREASE** collaboration to leverage resources and align services to help new Americans and low-income individuals enter the workforce and elevate their employment and career opportunities
- **IDENTIFY & REMOVE** the gaps and barriers that currently exist for new Americans and low-income individuals to enter the workforce, obtain, and maintain family-sustaining employment
- **INCREASE ACCESS** to educational services such as skill training and ELL classes and access to supportive services such as housing, transportation, and quality, affordable child care



United Way of Cass-Clay

## COMMUNITY ISSUE



## PROPOSAL

As a community, we are responding to challenges and barriers to employment as a unified and effective system. Many new Americans and underserved individuals and their families have been struggling to secure employment due to lack of access to resources and supportive services needed even now as our community has seen record unemployment rates.

United Way has been leading efforts to address these barriers along with collaborative ethnic-based partners that are deeply connected to their communities which have been historically underserved. United Way sees opportunity in aligning and coordinating efforts to increase access and remove barriers to reduce the gaps by taking a community approach to address specific needs of our communities while addressing the community challenges.

United Way has been able to leverage funds to engage new Americans of various ethnic backgrounds through the ESHARA partnership. To ensure underserved and new American individuals and their families receive the assistance and resources needed, we are seeking funding to build the capacity of our established coordinated partnerships with local ethnic-based organizations to provide critically needed resource navigation, increase access to English Language Learner classes, and align services to help new Americans and underserved individuals enter the workforce and elevate their employment and career opportunities.

### Solving Workforce Challenges, Together

At United Way, we see the potential in every person and in every challenge. The growing demand for qualified workers is drastically impacting local companies and our local economy. And we know there are motivated people in our community looking for family-sustaining jobs. By making this connection we find not only a great solution for companies, but we find the right thing to do in helping local families thrive.



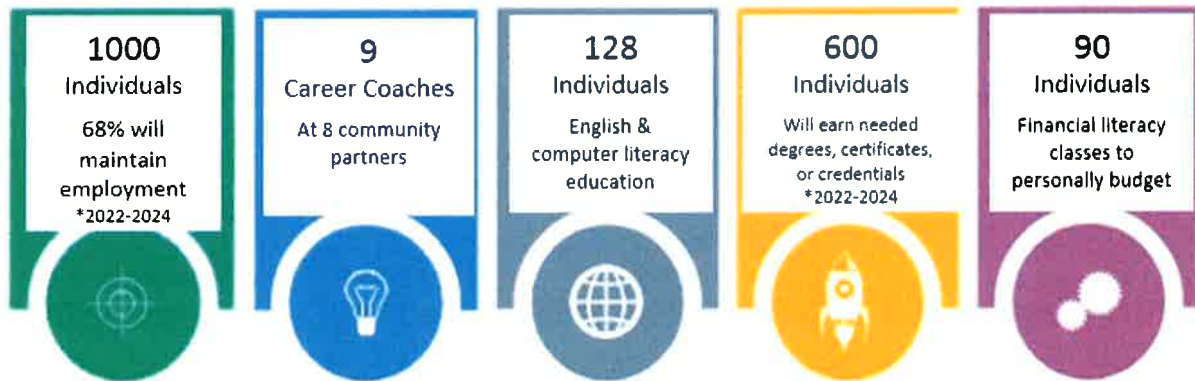
United Way of Cass-Clay

## SOLUTION

***By providing access to training and removing barriers for families, able individuals currently in poverty can fill high-demand, family-sustaining roles.***

United Way's UNITED for Workforce Development Pathways identifies barriers and brings resources and job training to the new American population and low-income individuals through Career Coaches. By collaborating with workforce development agencies, educational institutions, and governmental and community-based organizations, we've seen a tremendous impact since 2018.

- IDENTIFY & REMOVE the gaps and barriers while increasing access to skill training and educational services for new Americans and low-income individuals to enter the workforce, obtain, and maintain family-sustaining employment



United Way Cass-Clay invests in unique programs designed to help eliminate barriers and assist individuals in their efforts to obtain and retain employment. In addition, United Way actively facilitates a wide range of beneficial partnerships to advance programs designed to help low-income families and individuals achieve financial independence. We see the opportunity to fill our community's workforce shortage by providing training, education, and supports to low-income families to gain and maintain in-demand jobs.

In an efforts to increase capacity and increase participations in English Language Learner(ELL) program, United Way Cass-Clay partnered with the Corporation for National and Community Service (CNCS) and North Dakota Department of Commerce to bring 12 AmeriCorps Service Members to our community that will teach English to language learners and expand ELL and Financial Literacy programs. The goal of this partnership is to give 2,145 new Americans in our community experiencing limited English language proficiency a better opportunity to gain skills that would help them secure living-wage employment. Twelve AmeriCorps Service Members will provide services and support to deliver ELL, and financial literacy classes and serve as resource navigators for ethnic-based organizations in the FM metro area. At the end of the first nine month program, the AmeriCorps members will helped increase enrollment of ELL and financial literacy class participates by 30%, reaching proposed 100 participates by end of nine month program. The AmeriCorps Members will assist ethnic-based organizations to identify resources to build capacity to expand services as well as expanding relationship with local employers. This program will focus on the CNCS focus area of Economic Opportunity and English language proficiency.

- The CNCS investment of \$128,000 will be matched with \$44,000, in private funding and in-kind match.
- Dedicated 12 Service Members will serve half-time (900 hours minimum)



United Way of Cass-Clay

United Way is seeking to make measurable investments to ensure progress to:

- Increase employment and income to family-sustaining levels, focused on targeted populations through:
  - Increasing worker employability through skill development
  - Increasing worker employability through supportive services to ensure they are able to maintain long-term employment
  - Increasing income to family-sustaining levels through partnerships with companies that have high-demand employment opportunities in our community

### **RFP EVALUATION/SELECTION PROCESS**

United Way will utilize a multi-tiered, volunteer-led vetting process that relies on volunteer community investors to make funding recommendations and decisions at each appropriate level.

From June 1<sup>st</sup> to July 15<sup>th</sup>, 2022 United Way will accept requests for proposals to meet identified needs related to workforce development challenges. United Way will accept proposals via a secure electronic platform. United Way requires all interested applicants to submit an email with intent to apply to Ahmed Shiil, Senior Community Impact Manager, at [ashiiil@unitedwaycassclay.org](mailto:ashiiil@unitedwaycassclay.org).

All submitted applications will be reviewed by a volunteer review committee including members of the United Way Community Impact Committee (CIC). United Way will ensure the City of Fargo has representatives on this review committee. Each application will be vetted utilizing an evaluation rubric to guide the reviews in ensuring that applicants meet the eligibility criteria for funding and have a demonstrated capacity to execute on the goals and strategies set forth by the goals of the investment from the City of Fargo. Along with reviewing each submitted RFP, the review committee may conduct on-site and/or in-person visits with each organization.

The volunteer review committee will make funding decisions based on applicants' ability to make progress towards stated goals of the investment, have the ability to track and report progress and sufficient internal financial controls to account for the dollars entrusted to them.

Our evaluation process is subject to change. Any changes will be communicated with applicants as decided, including but not limited to, conducting site visits virtually using an online platform or delays in our decision process as meetings may be rescheduled.

### **BUDGET**

#### Income

- City of Fargo: \$250,000

#### Expense

- Grant administration fee: \$35,000
- CNCS investment match: \$15,000
- Direct support to nonprofits: \$200,000

### **PROPOSAL THRESHOLD**

Proposals must meet the following threshold to be considered to move forward in this grant review cycle:

- Able to clearly identify population that will be targeted through the proposal





United Way of Cass-Clay

- Be willing to collaborate with other Community Partners to ensure no duplication services and appropriate coverage of our service area

United Way may request additional information to verify proposal thresholds are being met; although, we encourage each proposal to provide detailed information as part of the LOI to illustrate how the proposal meets these requirements.

### ELIGIBILITY

All applicants must meet and provide evidence of the following requirements:

- Funding from this proposal will be used to serve residents of Cass County, North Dakota, Applicants who serve a larger geographic area (i.e. statewide) may apply but must ensure that funding will support activities in this county.
- Maintain eligibility as a public agency, including Indian tribes and nonprofit private organizations, both secular and faith-based, which serve individuals in Cass County, North Dakota, and/or Clay County, Minnesota. This requires that private nonprofit organizations obtain and maintain a 501(c)(3) status with the Internal Revenue Service.
- Be incorporated or chartered under appropriate local, state, or federal statutes.
- Abide by federal and state laws regarding anti-discrimination, equal opportunity, affirmative action, and anti-terrorism.
- Have an active, locally based, volunteer board of directors that meets regularly, makes policy decisions, and holds election of officers.
- Have an administrative structure with defined lines of responsibility, a mission statement, and bylaws.
- Be financially stable and able to ensure appropriate stewardship of the funds entrusted, perform a regular budgeting process, and be able to submit audited financial statements and/or IRS Form 990.
- Be willing to cooperate with collaborative partners and other organizations to meet collective goals and create measurable, lasting change for individuals in our community.
- Have current license, certification, and permits if applicable.
- Be able to demonstrate effectiveness of programs and services through measurable outcomes.

Per our guidelines, United Way does not fund the following agencies or activities:

- Fraternal organizations, merchant associations, chamber memberships or programs, or 501(c)(4) or (6) organizations
- Section 509(a)(3) – Type III supporting organizations
- Private foundations
- Endowments or memorial campaigns
- Capital campaigns
- Fundraising events or sponsorships
- Programs operated by religious organizations for religious purposes
- Political organizations or organizations designed primarily to lobby
- Individuals, including those seeking scholarships or fellowship assistance
- Travel and related expenses including student trips and tours
- Deficit reduction
- Sporting events, organizations, or teams

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**TO: BOARD OF CITY COMMISSIONERS**  
**FROM: KENT COSTIN, DIRECTOR OF FINANCE** *KAC*  
**RE: STATE WATER COMMISSION COST REIMBURSEMENT APPROVAL**  
**DATE: March 31, 2022**

The existing legislation in place for State Water Commission funding related to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project requires that the Fargo City Commission, Cass County Commission, and the Cass Water Resource Board approve all payment reimbursement requests prior to their submission and ultimate payment.

The attached reimbursement request has been prepared by Finance staff and is ready for processing. Your approval of the request for funds is hereby requested as required.

**Suggested Motion:**

Approve a State Water Commission request for cost reimbursement for Fargo-Moorhead Metropolitan Area Flood Risk Management Project costs totaling \$3,945,477.58.

March 31, 2022

Andrea J. Travnicsek, PHD.  
 North Dakota State Water Commission  
 900 East Boulevard Avenue, Dept 770  
 Bismarck, ND 58505-0850

Dear Andrea,

The Metro Flood Diversion Authority is submitting eligible costs for reimbursement request #123 pursuant to the terms and conditions of House Bill 1020 for costs incurred from February 1, 2022 - February 28, 2022 on the Fargo-Moorhead Metropolitan Area Flood Risk Management Project. These costs are summarized in the attached cost summaries and are supported by detailed disbursement records included within this submission.

The total amount of the claim for reimbursement is \$3,945,477.58

**Project Narrative, this request:**

Project Number	Project Description
V01701	Land purchase & relocation assistance for homeowners living in areas of the diversion project.
V01704	Environmental Monitoring Easement
V04704	Drain 27 – Directional Bore
V05405	Pay App #8 – Belmont Flood Risk Management Project Phase 2
V05407	Electrical Pay App #5 – Riverwood Flood Management Project – Flood Mitigation
V05419	Pay App #18 & #19– WWTF Phase IIB Expansion – Storm Water portion

**Engineering, Legal, and Admin Expense Summary, this request:**

Expense Type	Amount
Engineering Services	998,729.53
Construction Management	1,162,313.80
Legal Services	252,266.51
Financial Advisor	41,181.00
Appraisal Services	20,900.00
Consulting Services	42,375.00
Property Holding Costs	669.28
Trustee Fees	16,480.00
Legal Publications	76.14
Crop Loss Insurance	10,709.75
<b>Total Eligible Expense</b>	<b>2,545,701.01</b>

We certify that \$101,279,533 has been expended on the acquisition of homes and that these costs are eligible for the local matching share requirements of SB 2020. Records relating to these costs are on file with the City of Fargo in the Office of the City Auditor.

The City of Fargo, Cass County Commission, and the Cass County Joint Water Resource Board have approved our request for funds as required in SB 2020. Copies of their approval letters are included.

If you have any questions relating to our request, please contact me directly.

Sincerely,



Kent Costin  
Director of Finance, City of Fargo  
Metro Flood Diversion Authority

**Required Local Approvals:**

\_\_\_\_\_  
City of Fargo

\_\_\_\_\_  
Cass County Commission

\_\_\_\_\_  
Cass County Joint Water Resource Dist.

FM Metropolitan Area Flood Risk Management Project  
 Summary of Monthly Expenses  
 Period 14, 2021

Account_Number	CheckDate	Invoice_Number	Check_Number	Vendor_Number	Vendor_Name	Transaction_Amount	Expense_Description	Project_Number	Project_Description
790-7915-429.33-05	2/17/2022	ES14210004-9807	ES14210004	16770	CITY OF FARGO-AUDITORS OFFICE	2,269.80	REC.WW1902 REIMBURSEMENT	V05901	SW INFRASTRUCTURE STUDY
790-7950-429.33-05	3/1/2022	ES14210031-9901	ES14210031	16770	CITY OF FARGO-AUDITORS OFFICE	12,737.58	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	3/1/2022	ES14210031-9901	ES14210031	16770	CITY OF FARGO-AUDITORS OFFICE	1,090.20	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	3/1/2022	ES14210031-9901	ES14210031	16770	CITY OF FARGO-AUDITORS OFFICE	12.17	SFC CONSULTING GROUP, INC	V05407	FLOOD MIT - RIVERWOOD ADDTN
790-7950-429.33-05	3/10/2022	ES15210003	ES15210003	16770	CITY OF FARGO-AUDITORS OFFICE	21,859.75	RCLS Capital Admin Expense	V05401	DOMULTION/LEVEE-HARWOOD
790-7950-429.33-05	3/10/2022	ES15210003	ES15210003	16770	CITY OF FARGO-AUDITORS OFFICE	13,302.34	RCLS Capital Admin Expense	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.33-05	3/10/2022	ES15210003	ES15210003	16770	CITY OF FARGO-AUDITORS OFFICE	150,785.99	RCLS Capital Admin Expense	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	3/10/2022	ES15210003	ES15210003	16770	CITY OF FARGO-AUDITORS OFFICE	106,686.91	RCLS Capital Admin Expense	V05407	FLOOD MIT - RIVERWOOD ADDTN
790-7950-429.33-05	3/10/2022	ES15210003	ES15210003	16770	CITY OF FARGO-AUDITORS OFFICE	13,919.07	RCLS Capital Admin Expense	V05411	FLOOD MIT - ROYAL OAKS AREA
790-7950-429.33-05	3/10/2022	ES15210003	ES15210003	16770	CITY OF FARGO-AUDITORS OFFICE	30,345.91	RCLS Capital Admin Expense	V05411	FLOOD MIT - ELM CIRCLE AREA
790-7950-429.33-05	3/10/2022	ES15210003	ES15210003	16770	CITY OF FARGO-AUDITORS OFFICE	181,175.67	RCLS Capital Admin Expense	V05411	FLOOD MIT - OAK GROVE AREA
790-7950-429.33-05	3/10/2022	ES15210003	ES15210003	16770	CITY OF FARGO-AUDITORS OFFICE	22,096.73	RCLS Capital Admin Expense	V05412	DEMO - CITY WIDE
790-7950-429.33-05	2/3/2022	114274	317383	16770	CITY OF FARGO-AUDITORS OFFICE	11,433.97	ULTEIG ENGINEERS	V05419	STORM LIFT STATION #24
790-7930-429.33-05	2/3/2022	46030	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	22,469.22	PROSOURCE TECHNOLOGIES	V01201	Cass Joint Water ROE
790-7930-429.33-05	2/3/2022	46082	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	19,850.13	PROSOURCE TECHNOLOGIES	V01201	Cass Joint Water ROE
790-7930-429.33-05	2/3/2022	46083	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	8,984.80	PROSOURCE TECHNOLOGIES	V01201	Cass Joint Water ROE
790-7930-429.33-05	2/3/2022	46084	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	7,085.00	PROSOURCE TECHNOLOGIES	V01201	Cass Joint Water ROE
790-7930-429.33-05	2/3/2022	1200393209	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	41,732.49	HDR ENGINEERING INC	V01201	Cass Joint Water ROE
790-7915-429.33-05	2/3/2022	13783.00-19	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	47,153.13	SFC CONSULTING GROUP INC	V01201	Cass Joint Water ROE
790-7930-429.33-05	2/3/2022	2216	317420	21007	HOUSTON-MOORE GROUP LLC	58,970.81	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
790-7930-429.33-05	2/3/2022	2216	317420	21007	HOUSTON-MOORE GROUP LLC	25,156.37	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
790-7930-429.33-05	2/3/2022	2216	317420	21007	HOUSTON-MOORE GROUP LLC	7,886.14	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
790-7930-429.33-05	2/3/2022	2216	317420	21007	HOUSTON-MOORE GROUP LLC	18,218.21	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
790-7952-429.33-05	2/3/2022	2216	317420	21007	HOUSTON-MOORE GROUP LLC	502.25	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
790-7955-429.33-05	2/3/2022	2216	317420	21007	HOUSTON-MOORE GROUP LLC	12,838.19	DIVERSION PROJECT	V02827	IN TOWN LEVY MAINTENANCE
790-7950-429.33-05	2/3/2022	2216	317420	21007	HOUSTON-MOORE GROUP LLC	15,917.38	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
790-7930-429.33-05	2/4/2022	WP14210001-9805	WP14210001	16770	CITY OF FARGO-AUDITORS OFFICE	11,822.00	12.31.21.AP-02.03.22.CK	V00302	PROGRAM MGMT SERVICES
Total Engineering									
790-7950-429.33-25	3/1/2022	ES14210031-9901	ES14210031	16770	CITY OF FARGO-AUDITORS OFFICE	3,000.00	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
790-7930-429.33-25	2/3/2022	179396	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	20,101.80	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179397	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	1,084.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179398	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	8,055.94	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179399	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	1,154.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179400	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	1,407.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179401	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	11,419.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179402	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	2,912.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179403	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	775.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179404	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	8,360.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179675	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	1,242.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179676	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	325.49	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179677	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	420.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179678	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	70.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179679	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	360.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179680	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	1,860.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179681	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	13,766.54	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179682	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	150.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179683	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	1,774.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179684	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	270.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179685	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	7,306.28	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179686	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	3,460.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179687	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	810.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179688	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	2,817.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179689	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	497.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179690	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	1,187.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179691	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	741.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179692	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	617.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179693	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	493.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179694	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	617.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	179695	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	1,015.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/3/2022	797322	317383	19734	CASS COUNTY JOINT WATER RESOURCE DI	1,156.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE

FIM Metropolitan Area Flood Risk Management Project  
Summary of Monthly Expenses  
Period 14, 2021

Account	Period	Amount	Description	Account	Period	Amount	Description
19734 CASS COUNTY JOINT WATER RESOURCE DI	2/3/2022	118.50	LARKIN HOFFMAN ATTORNEYS	V01201			Cass Joint Water ROE
19734 CASS COUNTY JOINT WATER RESOURCE DI	2/3/2022	2,370.00	LARKIN HOFFMAN ATTORNEYS	V01201			Cass Joint Water ROE
19734 CASS COUNTY JOINT WATER RESOURCE DI	2/3/2022	355.50	LARKIN HOFFMAN ATTORNEYS	V01201			Cass Joint Water ROE
19734 CASS COUNTY JOINT WATER RESOURCE DI	2/3/2022	4,889.00	LARKIN HOFFMAN ATTORNEYS	V01201			Cass Joint Water ROE
19734 CASS COUNTY JOINT WATER RESOURCE DI	2/3/2022	513.50	LARKIN HOFFMAN ATTORNEYS	V01201			Cass Joint Water ROE
<b>Total Legal Services</b>		<b>107,481.06</b>					
19734 CASS COUNTY JOINT WATER RESOURCE DI	2/3/2022	7,000.00	CROWN APPRAISALS, INC.	V01201			Cass Joint Water ROE
19734 CASS COUNTY JOINT WATER RESOURCE DI	2/3/2022	7,900.00	COMPASS LAND CONSULTANTS	V01201			Cass Joint Water ROE
19734 CASS COUNTY JOINT WATER RESOURCE DI	2/3/2022	6,000.00	PATCHIN MESSNER VALUATION	V01201			Cass Joint Water ROE
<b>Total Appraisal Services</b>		<b>20,900.00</b>					
20663 CH2M HILL ENGINEERS INC	2/10/2022	21,979.89	PROPERTY ACQUISITION MGMT	V00210			CH2M HILL-LAND ACQUISITION
20663 CH2M HILL ENGINEERS INC	2/10/2022	489,353.28	PROGRAM MGMT & SERVICES	V00211			CH2M HILL-6/2019-12/2021
20663 CH2M HILL ENGINEERS INC	2/10/2022	650,980.63	SUPPORT SERVICES	V00212			P3 PROCUREMENT SUPPORT
<b>Total Construction Management Services</b>		<b>1,162,313.80</b>					
25683 BAKER TILLY MUNICIPAL ADVISORS, LLC	2/17/2022	20,565.00	FINANCIAL FEASIBILITY	V09901			FINANCIAL ADVISORY SVC
23046 ERNST & YOUNG INFRASTRUCTURE	2/17/2022	17,591.00	FINANCIAL ADVISORY SVC	V03301			PPP FINANCL ADVISORY SVCS
<b>Total Financial Advisor</b>		<b>38,156.00</b>					
19734 CASS COUNTY JOINT WATER RESOURCE DI	2/3/2022	4,250.00	GERALD KELLER	V01704			ND LAND - BIOTIC GEO MORP
<b>Total Right of Entry Requests</b>		<b>4,250.00</b>					
16770 CITY OF FARGO-AUDITORS OFFICE	3/1/2022	122.38	City of Fargo	V05438			FLOOD ACQUISITIONS
19734 CASS COUNTY JOINT WATER RESOURCE DI	3/1/2022	27.00	CASS RURAL WATER USERS	V01701			ND LAND PURCH-OUT OF TOWN
16770 CITY OF FARGO-AUDITORS OFFICE	3/1/2022	99.73	XCEL ENERGY	V05418			FLOOD ACQUISITIONS
16770 CITY OF FARGO-AUDITORS OFFICE	2/3/2022	196.19	XCEL ENERGY	V05438			FLOOD ACQUISITIONS
19734 CASS COUNTY JOINT WATER RESOURCE DI	2/3/2022	36.45	CASS COUNTY ELECTRIC COOP	V01701			ND LAND PURCH-OUT OF TOWN
19734 CASS COUNTY JOINT WATER RESOURCE DI	2/3/2022	36.65	CASS COUNTY ELECTRIC COOP	V01701			ND LAND PURCH-OUT OF TOWN
19734 CASS COUNTY JOINT WATER RESOURCE DI	2/3/2022	23.77	CASS COUNTY ELECTRIC COOP	V01701			ND LAND PURCH-OUT OF TOWN
16770 CITY OF FARGO-AUDITORS OFFICE	3/1/2022	187.11	City of Fargo	V05410			FLOOD MIT-ELM CIRCLE AREA
<b>Total Property Holding Costs</b>		<b>669.28</b>					
25215 WATTS AND ASSOCIATES, INC	2/10/2022	10,709.75	CROP INS PRODUCT DEVELOPM	V06901			CROP INSURANCE DEVELOPMNT
<b>Total Crop Loss Insurance</b>		<b>10,709.75</b>					
201 CASS COUNTY FINANCE	2/3/2022	76.14	DIVERSION EXPENSES	V00106			ED & STAFF-PR/ADMIN EXP
<b>Total Legal Publications</b>		<b>76.14</b>					
19734 CASS COUNTY JOINT WATER RESOURCE DI	2/3/2022	15,255.00	W RASMUSSEN & J STONE	V01701			ND LAND PURCH-OUT OF TOWN
19734 CASS COUNTY JOINT WATER RESOURCE DI	2/3/2022	3,150.00	MARY HANSON	V01701			ND LAND PURCH-OUT OF TOWN
<b>Total Relocation Assistance - Residential</b>		<b>18,405.00</b>					
19734 CASS COUNTY JOINT WATER RESOURCE DI	2/3/2022	1,412,649.00	FC Rheault Revocable Trust	V01701			ND LAND PURCH-OUT OF TOWN
19734 CASS COUNTY JOINT WATER RESOURCE DI	2/3/2022	1,534,029.19	JDC Babes Addition, LLC	V01701			ND LAND PURCH-OUT OF TOWN
19734 CASS COUNTY JOINT WATER RESOURCE DI	2/3/2022	1,711,111.25	Lucille Duval LLP	V01701			ND LAND PURCH-OUT OF TOWN
19734 CASS COUNTY JOINT WATER RESOURCE DI	2/3/2022	(30,200.00)	CLERK OF DISTRICT COURT Eric Score	V01701			ND LAND PURCH-OUT OF TOWN
19734 CASS COUNTY JOINT WATER RESOURCE DI	2/3/2022	498,009.81	Eric Score	V01701			ND LAND PURCH-OUT OF TOWN
<b>Total Land Purchases</b>		<b>5,125,599.25</b>					
16770 CITY OF FARGO-AUDITORS OFFICE	3/1/2022	4,351.00	RICK ELECTRIC INC	V05407			FLOOD MIT-RIVERWOOD ADDTN
<b>Total Flood Control</b>		<b>4,351.00</b>					
16770 CITY OF FARGO-AUDITORS OFFICE	3/1/2022	50,261.63	City of Fargo	V05419			STORM LIFT STATION #24
16770 CITY OF FARGO-AUDITORS OFFICE	3/1/2022	56,243.70	City of Fargo	V05419			STORM LIFT STATION #24
<b>Total Storm Sewer Systems</b>		<b>106,505.33</b>					
16770 CITY OF FARGO-AUDITORS OFFICE	3/1/2022	3,289.98	City of Fargo	V05405			LEVEE/FLOODWALL - BELMONT
<b>Total Erosion</b>		<b>3,289.98</b>					
24112 CASS COUNTY ELECTRIC-4100 32 AVE SW	2/10/2022	82,853.59	PULL CABLES DRAIN 27	V04704			DRAIN 27 - POLE REMOVAL
<b>Total Utilities</b>		<b>82,853.59</b>					

FM Metropolitan Area Flood Risk Management Project  
Summary of Monthly Expenses  
Period 14, 2021

Total Eligible Expense - Period 14

7,663,271.41

FM Metropolitan Area Flood Risk Management Project  
 Summary of Monthly Expense  
 February 2022

Account_Number	Checkdate	Invoice_Number	Check_Number	Vendor_Number	Vendor_Name	Transaction_Amount	Expense_Description	Project_Number	Project_Description
790-7930-429.33-05	2/10/2022	78879	317512	11604	ADVANCED ENGINEERING INC	115,469.56	DIVERSION PROJECT	V00302	PROGRAM MGMT SERVICES
790-7915-429.33-05	2/17/2022	2000586785	317696	24895	AECOM TECHNICAL SERVICES, INC	18,370.75	CULTURAL RESOURCES INVEST	V01004	SEA CULTURAL RES INVEST
790-7930-429.33-05	2/4/2022	WP14210001-924	WP14210001	16770	CITY OF FARGO-AUDITORS OFFICE	(112,822.00)	REV 12.31.21 AP-02.03.22	V00302	PROGRAM MGMT SERVICES
					<b>Total Engineering</b>	<b>21,018.31</b>			
790-7910-429.33-25	3/5/2022	01/28-2/14/22	913	17842	P CARD BMO	106,150.94	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
790-7930-429.33-25	3/5/2022	01/28-2/14/22	913	17842	P CARD BMO	102.00	OHNSTAD TWICHELL PC	V00103	General & Admin. LERRDS
790-7990-429.33-25	3/5/2022	01/28-2/14/22	913	17842	P CARD BMO	20,532.50	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
790-7930-429.33-25	2/17/2022	2/16/22 REQ	317773	25692	MAPLETON TOWNSHIP	18,000.00	ATTORNEY FEES	V10001	MAPLETON TWP MDU
					<b>Total Legal Services</b>	<b>144,785.44</b>			
790-7990-429.33-47	2/17/2022		317798	24891	PROGRAM ADVISOR SERVICES, LLC	42,375.00	JAN CONSULTING SERV	V05801	CONSULTING SERVICES
					<b>Total Consulting Services</b>	<b>42,375.00</b>			
790-7990-429.34-55	2/3/2022	6 00E+12	317363	23666	AON RISK SERVICES CENTRAL, INC	3,025.00	RISK ADVISORY SERVICES	V03201	PRE-AWARD P3 RISK ADVISOR
					<b>Total Financial Advisor</b>	<b>3,025.00</b>			
790-7990-429.34-57	2/25/2022	0004380-1417	4380	16770	CITY OF FARGO-AUDITORS OFFICE	16,480.00	BND TRUSTEE FEE - 2/2022	V08502	MONTHLY TRUSTEE FEE
					<b>Total FMIDA Trustee Fees BND</b>	<b>16,480.00</b>			
					<b>Total Eligible Expense - Period 2</b>	<b>227,683.75</b>			



(20)

**CITY OF FARGO  
GENERAL FUND - BUDGET TO ACTUAL  
THROUGH MARCH 2022  
(UNAUDITED)**

	<b>2022 BUDGET</b>	<b>2022 ACTUAL</b>	<b>VARIANCE</b>
<b>REVENUES:</b>			
Taxes	\$ 32,450,224	\$ 30,264,998	\$ (2,185,226)
Licenses & Permits	1,393,339	832,028	(561,311)
Fines & Traffic Tickets	552,949	298,722	(254,227)
Intergovernmental Revenue	4,123,997	3,962,249	(161,748)
Charges for Services	2,176,143	1,690,821	(485,322)
Interest	564,996	1,050,437	485,441
Miscellaneous Revenue	258,045	98,971	(159,074)
Transfers In	5,584,248	3,074,252	(2,509,996)
<b>Total Revenues</b>	<b>\$ 47,103,941</b>	<b>\$ 41,272,478</b>	<b>\$ (5,831,463)</b>
<b>EXPENDITURES:</b>			
City Administrator	\$ 3,245,771	\$ 2,860,192	\$ 385,579
Finance	1,946,845	1,743,216	203,629
Planning & Development	1,614,562	994,907	619,655
Public Works	4,548,250	5,038,655	(490,405)
Fire Department	4,356,380	4,271,685	84,695
Police	6,233,037	5,627,063	605,974
Health	2,976,232	3,544,825	(568,593)
Library	1,248,340	1,243,038	5,302
Commission	185,136	197,872	(12,736)
Social Services	156,166	168,158	(11,992)
Capital Outlay	727,856	140,843	587,013
Vehicle Replacement/IT	-	(7,269)	7,269
Contingency	(295,611)	(374)	(295,237)
Transfers Out	3,319,024	2,708,536	610,488
<b>Total Expenditures</b>	<b>\$ 30,261,988</b>	<b>\$ 28,531,347</b>	<b>\$ 1,730,641</b>
<b>Excess of Revenue Over (Under) Expenditures</b>	<b>\$ 16,841,953</b>	<b>\$ 12,741,131</b>	<b>\$ (4,100,822)</b>



**Fargo Cass Public Health**  
1240 25th Street South  
Fargo, ND 58103-2367  
Phone: 701.241.1360 | Fax: 701.298.6929  
www.FargoCassPublicHealth.com

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**Public Health**  
Prevent. Promote. Protect.

**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: APRIL 7, 2022**

**RE: NOTICE OF GRANT AWARD FUNDING WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH FOR \$175,000 FOR THE RYAN WHITE PART B PROGRAM NO. G21.644 CFDA NO. 93.917**

This is a request to approve the attached notice of grant award with the North Dakota Department of Health for Ryan White Part B Program, HIV Care Formula Grants. The total funds awarded is \$175,000.

**2022 REVENUE**

**Ryan White 101-0000-331-12-09 \$55,000**

**2022 EXPENSE**

**Ryan White 101-6040-451-33-58 \$55,000**

If you have questions please contact Desi Fleming at 241.1380.

**Suggested Motion:** Move to approve the Agreement amendment with North Dakota Department of Health for Ryan White Case Management.

DF/lis  
Enclosure



**NOTICE OF GRANT AWARD**  
**NORTH DAKOTA DEPARTMENT OF HEALTH**  
 SFN 53771 (01-2020)

Grant Number G21.644	CFDA Name HIV Care Formula Grants	CFDA Number 93.917
FAIN Number X07HA00043	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 4/1/2022
Federal Award Date 3/03/2022	Federal Awarding Agency Health Resources Services Administration (HRSA)	Grant End Date 3/31/2023

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 (NDDoH) Project Code 2201 HLH 5433-03: \$60,000; 2201 HLH 5433-09: \$115,000
Grantee Name: Fargo Cass Public Health	Project Director: Lindsey VanderBusch
Address: 1240 25th St S	Address: 600 E Boulevard Ave, Dept 301
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58505-0200
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

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$175,000	\$0	\$175,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$175,000	\$0	\$175,000
Indirect Rate (Check One)	<input type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimis rate of 10%	<input checked="" type="checkbox"/> Negotiated/Approved rate of 10 %

**Scope of Service**

Grantee agrees to provide essential core and supportive services to meet the needs of eligible clients living with HIV in North Dakota. Grantee's work will meet the Health Resources and Services Administration's (HRSA) Ryan White HIV/AIDS Treatment Extension Act of 2009 and the North Dakota Department of Health Ryan White Part B (RW) program three performance goals which are as follows: (1) strengthen and expand the health care safety net for people living with HIV; (2) expand availability of health care resources to underserved, vulnerable, and special needs populations; and (3) increase the appropriate provision of effective and culturally competent health care services by health care providers. Grantee agrees to perform/reimburse all enrolled clients for services as follows: Outpatient/Ambulatory Health Services, Oral Health Care, Vision Assistance, Mental Health Services, Medical Nutrition Therapy, Medical Case Management, Non-Medical Case Management, Emergency Financial Assistance, Housing, Medical Transportation, Psychosocial Support Services, and Outreach Services. Details regarding reimbursable services and expectations are further described in Attachment A.

**Reporting Requirements**

Grantee must submit expenditure reports monthly via the Program Reporting System (PRS). Grantee must submit the "2022 Ryan White Monthly Request for Reimbursement" form by the 15<sup>th</sup> of the following month with each reimbursement request. Expenditure report for the period ending June 30, 2022, must be received by July 15, 2022. Expenditure report for the period ending March 31, 2023, must be received by May 15, 2023. Reimbursements will be processed upon Department approval of expenditures and forms.

**Special Conditions**

Funding for this award is restricted to \$115,000 until such time as the Federal award is received and processed by the Department. Financial obligation of the Department is contingent upon funds being made available by HRSA. The Department will send notification to the Grantee when the restriction has been lifted. This notification serves as official documentation and should be filed with the Notice of Grant Award for documentation.

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

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 04/07/2022	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Lindsey VanderBusch, MPH, Director, Division of 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., Chief of Staff	

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

**G21.644**  
**Fargo Cass Public Health**  
**Attachment A**

**Purpose**

The purpose of this award is to meet the Health Resources Services Administration (HRSA) and the North Dakota Ryan White Part B (RW) program goals. Grantee agrees to provide case management services<sup>1</sup> including: (1) initial and periodic assessment of client needs, (2) development of individual care plans that consider the full continuum of social services needed for persons with HIV infection, their families and significant others; and (3) the provision or coordination of access to essential support services, or other needs identified during client assessment.

Successful implementation of the program will be indicated by documentation of client needs and care plan development, maintenance of appropriate documentation for client eligibility, number of successful referrals completed by the client, and collection of client level utilization data (supportive services reimbursement documentation).

**Fiscal Assurances**

Payment to Grantee will be made according to reimbursable expenditures allowed by Part B of the Ryan White HIV/AIDS Treatment Extension Act of 2009. Prior to requesting reimbursement, Grantee will assure that all other payment streams have been exhausted or determined unavailable, and that the RW program is the payer of last resort. Any and all funds that are utilized to cover expenses related to this program that are subsequently billed to another agency and/or are recovered from other payors must be returned to the program and be utilized only for expenses related to the original scope of the award. These recovered payments are considered program income that must be tracked and documented by the Grantee on how the program income supports allowable costs under this award.

Grantee will be reimbursed according to expenditures itemized on the "Ryan White Monthly Request for Reimbursement" form. Case management reimbursement is calculated at a **maximum** of \$60 per hour for face-to-face or other case management encounters; mileage for case management home visits is calculated at \$0.585 per mile; and voucher reimbursement for client transportation to medical or supportive services is reimbursed on a dollar-for-dollar basis. Reimbursement for short-term emergency assistance is permitted on a dollar-for-dollar basis, in compliance with current RW Program Policies. Grantee agrees to limit fees (in the event fees are charged) for clients receiving services to the total allowable annual charges as defined in Public Law 101-381 Section 2617(c). Grantee may assess a ten (10) percent fee for administrative processing of reimbursement requests.

**Program Assurances**

Grantee agrees to maintain and secure client records as required by North Dakota Century Code section 23-07-02.2; comply with the North Dakota HIV/STD/TB/Viral Hepatitis Confidentiality Policy; and follow all applicable regulations set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HITECH Act of 2009. A breach in confidentiality can lead to immediate termination of this agreement and criminal charges for individuals involved (class C felony). Grantee agrees to conduct all Notice of Grant Award activities in accordance with the HRSA and the ND RW program policies as described in the ND RW Part B Program Manual. Grantee agrees to collect and maintain supporting documentation for client eligibility; and assures that **all** clients will be treated fairly, equitably, and with respect.

**Corrective Action**

Corrective action may be prompted by items such as overspending, improper invoicing, missing or incomplete patient records, or failure to appropriately serve an eligible client. Initiation of an informal graduated process of corrective action with the Grantee including technical assistance in the area of concern will be utilized.

**Appeals Process**

Grantee may appeal a decision regarding suspension, reallocation, or termination of funding. Initial phases of the appeals process will be handled by the NDDoH and will be forwarded to the HRSA office, as necessary.

---

<sup>1</sup> Case management: a mechanism for coordinating existing resources to insure the most comprehensive program for meeting a client's need for care and is primarily a process that links the client to available services.

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**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: APRIL 12, 2022**

**RE: CONTRACT FOR SIGNATURE**  
**NORTHERN CASS SCHOOL DISTRICT \$52,865.70**

The attached contract with Northern Cass School District for \$52,865.70 is for nursing services for the 2022-2023 school year.

No budget adjustments are required for these contracts.

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

**Suggested Motion:** Move to approve the school contract for nursing services for the coming school year.

DF/lls  
Enclosures



**PURCHASE OF SERVICE AGREEMENT  
NORTHERN CASS PUBLIC SCHOOL  
DISTRICT**

**Fargo Cass**



**Public Health**  
Prevent. Promote. Protect.

Whereas the Northern Cass Public School District hereinafter referred to as District, has agreed to purchase the services described in the "Scope of Service" (Attachment A); and

Whereas, Fargo Cass Public Health, 1240 25<sup>th</sup> Street South, Fargo, North Dakota 58103-2367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A):

Now, therefore the District and the Provider enter into the following:

**I. TERMS OF CONTRACT**

The term of this contract shall be for school year 2022-2023, beginning on July 1, 2022 and ending on June 30, 2023. This contract may be renewed for subsequent school years by written agreement of the parties. Provided, that either party may terminate this contract at any time upon thirty (30) days written notice to other.

**II. TERMINATION**

In the event the agreement is terminated, the termination shall be without prejudice to any obligations or liabilities of either party for services provided prior to such termination.

**III. SCOPE OF SERVICE**

The Provider agrees to provide services in accordance with documentation in this contract.

**IV. COMPENSATION**

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 65 percent for the district and 35 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.
3. Northern Cass Public School District has requested an increase in school nursing hours over the original 32 hour per week agreement plus an extra sixty hours to use over the school year. Therefore, Northern Cass Public School District agrees to pay 100% (salary plus benefits) of the school nursing hours in excess of 32 hours per week and the extra sixty hours, including any overtime

**XIII. COLLATERAL CONTRACTS**

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

**XIV. ACCESS TO RECORDS**

Fargo Cass Public Health and the North Dakota State Health Department, and their duly authorized representatives, shall have access to the books, documents, paper and records of the District, which are pertinent, as determined by Fargo Cass Public Health, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

**XV. RETENTION OF RECORDS**

The Provider agrees to retain financial and program records. The District is responsible for student records including, all electronic health information, if applicable, and will follow their own retention policy.

**XVI. CONFIDENTIALITY**

The Provider will not, except upon the written consent of the recipient's or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the District or the Provider's responsibilities with respect to services purchased hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the School District and not Fargo Cass Public Health.

**XVII. APPLICABLE LAW**

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

**XVIII. CAPTIONS**

The captions or heading in this agreement are for convenience only and in no way define, limit, or describe the scope of intent of any provisions of this agreement.

**XIX. EXECUTION AND COUNTERPARTS**

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

provision shall not be construed to require reimbursement of any legal expenses incurred by the District, without prior written approval of the District.

**XXVII. COMPLIANCE WITH LAWS**

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

**XXVIII. NON-DISCRIMINATION**

The Provider makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for Provider are obligated to abide by the provisions of their federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the Provider's representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, Colorado 82094.

SERVICES PROVIDED: See Attachment A (Goals and Objectives)

REIMBURSEMENT: See Attachment B (Budget)

PROVIDER-FARGO CASS PUBLIC HEALTH

NORTHERN CASS PUBLIC SCHOOL DISTRICT

TIMOTHY J. MAHONEY, MAYOR, CITY OF FARGO

*Cory J. Steiner*  
Cory J. Steiner (Apr 12, 2022 08:47 CDT)  
COREY STEINER, SUPERINTENDENT

DATE

TITLE

*Desi Fleming*  
DESI FLEMING, DIRECTOR OF PUBLIC HEALTH

DATE

*4/12/22*  
DATE



## ATTACHMENT B

2022-2023

## SCHOOL HEALTH SERVICES BUDGET

NORTHERN CASS SCHOOL DISTRICT PROPOSED FUNDING FOR SCHOOL HEALTH SERVICES	AMOUNT
32 RN HOURS /WEEK X 35 WEEKS AT \$45.94/HOUR 40 RN HOURS/YEAR FOR EXTRA ACTIVITES AT \$45.94/HR 30 HOURS OF ADMINISTRATIVE NURSING SUPPORT AT \$60.13/HOUR	\$51,452.80 \$1,837.60 \$1,803.90
TOTAL	<b>\$ 55,094.30</b>
8 RN HOURS /WEEK X 35 WEEKS AT \$50.16 AT 100% 60 ADDITIONAL RN HOURS AT \$50.16 at 100%	\$14,044.80 <u>3,009.60</u> <u>17,054.40</u>
GRAND TOTAL	<b><u>\$ 72,148.70</u></b>
DISTRICT PORTION AT 65% OF \$55,094.30 DISTRICT PORTION AT 100% OF 17,054.40 PROVIDER PORTION AT 35% OF \$55,094.30	\$35,811.30 \$17,054.40 \$19,283.00
TOTAL FOR DISTRICT OF AMOUNT AT 65% TOTAL FOR DISTRICT OF AMOUNT AT 100% GRAND TOTAL FOR DISTRICT (ADDED PORTION AT 100%)	\$35,811.30 <u>\$17,054.40</u> <u>\$52,865.70</u>






# Northern Cass School 2022-2023

Final Audit Report

2022-04-12

Created:	2022-04-12
By:	Lori Sall (lsall@cityoffargo.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4KCxCMy3sm4x7aTWci2VPXBN32TnWqqs

## "Northern Cass School 2022-2023" History

-  Document created by Lori Sall (lsall@cityoffargo.com)  
2022-04-12 - 1:03:54 PM GMT - IP address: 165.234.250.1
-  Document emailed to Cory J. Steiner (cory.steiner@northerncassschool.com) for signature  
2022-04-12 - 1:04:13 PM GMT
-  Email viewed by Cory J. Steiner (cory.steiner@northerncassschool.com)  
2022-04-12 - 1:46:42 PM GMT - IP address: 165.234.184.67
-  Document e-signed by Cory J. Steiner (cory.steiner@northerncassschool.com)  
Signature Date: 2022-04-12 - 1:47:01 PM GMT - Time Source: server - IP address: 165.234.184.67
-  Agreement completed.  
2022-04-12 - 1:47:01 PM GMT



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**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: MARK WILLIAMS**  
**ASSISTANT DIRECTOR OF PLANNING** *W*

**DATE: APRIL 13, 2022**

**SUBJECT: AMEND PARKING AGREEMENT WITH INTERSTATE PARKING**

Recently the City of Fargo sold the Island Park Parking Ramp to Bell Bank. With the sale of the property, there is no longer a need for the City of Fargo to hire Interstate Parking to manage that facility. Therefore, this requires an amendment to the current contract with Interstate Parking.

The updated agreement has one new amendment that reduces their monthly management fee by \$1,264.00. Currently, the total monthly management fee is \$27,484.00 and the proposal reduces it to \$26,220.00.

Staff worked with the City Attorney to prepare the proposed changes. The proposal was approved at Finance Committee. The amendment is attached for your consideration.

**Recommended Motion:**

Approve the fifth amendment to the Parking Management Agreement between Interstate Parking and the City of Fargo.

FIFTH AMENDMENT  
TO PARKING MANAGEMENT AGREEMENT

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

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

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

**WHEREAS**, City and Interstate entered into a Third Amendment to Parking Management Agreement on March 1, 2017, to revise the City Parking Lots included in the amended Agreement, as well as the fee associated with such management; and

**WHEREAS**, City and Interstate entered into a Fourth Amendment to Parking Management Agreement on April 6, 2020, to revise the City Parking Lots included in the amended Agreement, as well as the fee associated with such management; and

**WHEREAS**, the revised management fee as determined by the Agreement and subsequent amendments thereto commencing November 1, 2021 is \$26,220 per month, and includes management of the following lots: Civic Center Ramp, GTC Ramp, NP Avenue Lot, 4<sup>th</sup> Street Lot, 3<sup>rd</sup> Street Lot, retired Police Station Lot, retired Public Health building Lot; and

**WHEREAS**, City and Interstate entered into another amendment on September 23, 2019, to address Overnight Parking enforcement in the downtown area as defined therein; and

**WHEREAS**, the City and Interstate intend to continue the successful relationship established by the prior Agreement, as amended from time to time, and wish to further amend that amended Agreement to acknowledge the terms of the Agreement, address additional snow removal expenses, and address additional and reduced parking facilities.

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

1. The Island Park ramp located at 500 Main Avenue has been sold by the city of Fargo and is no longer under the operation and control of the City. Therefore, the parties

agree that the Island Park ramp shall no longer be included on the scope of the Agreement, and hereby removed from further services provided under the Parking Management Agreement and subsequent amendments.

- 2. The expiration of the Agreement and all subsequent Amendments is April 30, 2023.
- 3. Upon termination, Interstate shall be paid for services provided and compensation earned to the date of said termination.
- 4. This Fifth Amendment shall encompass and incorporate all of the terms of the Agreement and all subsequent Amendments, to the extent such terms are applicable to this Fifth Amendment.

Dated this \_\_\_ day of \_\_\_\_\_, 2022.

INTERSTATE PARKING COMPANY OF  
NORTH DAKOTA, LLC, a North Dakota limited  
liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated this \_\_\_ day of \_\_\_\_\_, 2022.

CITY OF FARGO, A NORTH DAKOTA  
MUNICIPAL CORPORATION

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

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

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MEMORANDUM

**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** TIA BRASETH, COMMUNITY DEVELOPMENT COORDINATOR TB  
BEKKI MAJERUS, DIRECTOR OF FACILITIES MANAGEMENT

**DATE:** APRIL 14, 2022

**RE:** CITY GRIEVANCE PROCEDURE UNDER ADA AND SECTION 504

As a recipient of federal funding, the City of Fargo must adopt a Section 504 grievance procedure to be in compliance with Fair Housing and Equal Opportunity requirements. Section 504 of the Rehabilitation Act of 1973 is a national law that protects qualified individuals from discrimination based on their disability, particularly with regard to services and activities of organizations receiving federal financial assistance.

Attached is a revised version of the City's current "Grievance Procedure under the Americans with Disabilities Act" which was last approved at City Commission on November 9, 2009. It is revised to allow for Section 504 complaints to follow the same grievance procedure as is currently in place for ADA complaints, as well as other minor revisions for clarity and clerical accuracy.

**Recommendation:**

Approve "City of Fargo Grievance Procedure under the Americans with Disabilities Act and Section 504" as proposed.



## **CITY OF FARGO GRIEVANCE PROCEDURE UNDER THE AMERICANS WITH DISABILITIES ACT AND SECTION 504**

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Fargo, including those receiving federal financial assistance. The City's Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Complainants are encouraged to use the [City's Discrimination Complaint Form](#). Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

ADA/Section 504 Coordinator  
Facilities Management  
City of Fargo  
225 4<sup>th</sup> St N  
Fargo, ND 58102  
[B&Gdept@FargoND.gov](mailto:B&Gdept@FargoND.gov)

Within 15 calendar days after receipt of the complaint, the ADA/Section 504 Coordinator or his/her designee shall conduct an investigation of the complaint. This investigation may be informal, but it must be thorough, affording all interested persons an opportunity to submit evidence related to the complaint. The investigation shall include a meeting with the complainant to discuss the complaint and the possible resolutions.

Within 15 calendar days of the meeting, the ADA/Section 504 Coordinator or his/her designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City of Fargo and offer options for substantive resolution of the complaint.

If the response by the ADA/Section 504 Coordinator or his/her designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may submit an appeal of the decision by writing to the City Administrator or his/her designee within 15 calendar days after receipt of the response.

Within 15 calendar days after receipt of the appeal, the City Administrator or his/her designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the City Administrator or his/her designee will respond in writing, and where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

If the response by the City Administrator or his/her designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the City Commission by filing an appeal in writing with the City Commission Administration Office.

In due course, the City Commission Administration Office will place the appeal on the agenda for hearing and final determination before the City Commission. The City Commission will adopt a final resolution which will be put into writing, and where appropriate, in a format accessible to the complainant, for the final resolution of the complaint.

All written complaints received by the ADA/Section 504 Coordinator or his/her designee, appeals to the City Administrator or his/her designee or appeals to the City Commission and responses from these offices will be retained by the City of Fargo for at least three years. The ADA/Section 504 Coordinator will maintain the files and records relating to such grievances.

The City will make appropriate arrangements to ensure that disabled persons are provided other accommodations, if needed, to participate in this grievance process. Such arrangements may include, but are not limited to, providing interpreters for the deaf, providing taped cassettes of material for the blind, or assuring a barrier-free location for the proceedings. The ADA/Section 504 Coordinator will be responsible for such arrangements.

*Additional copies and alternative formats available upon request.  
Please contact Facilities Management at 701-476-4064.*





(25)

## Fargo Police Department

# Memo

**To:** Chief David Zibolski

**From:** Lt Jared Crane *JC*

**Date:** April 1, 2022

**RE:** Update on Hate Crime Investigations for First Quarter of 2022

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The following is a summary of bias and hate crime investigations that have taken place for the first quarter of 2022:

During the first quarter of 2022, there have been **three** incidents reported in which a bias motivation was initially listed under one of the three City of Fargo Hate Crime Ordinances - simple assault, criminal mischief, or harassment. All three incidents had the bias motivation removed from the case after further review.

One disorderly conduct case involved a black female getting into a verbal exchange with two white males while in a Walmart parking lot. The suspect allegedly called the female a "fat black bitch" – this case was declined by the City Attorney.

One case involved a verbal exchange between several black juvenile males and several white adults while near a hotel pool. The victims allege one of the white suspects called them a "bitch ass nigger." This disorderly conduct case was declined by the City Attorney.

The final case is the most recent which occurred on 3/12/22 (22-16176) and involved a black male victim being approached by a white elderly male while standing near the VFW. The white suspect and the victim got into a verbal exchange with the suspect being more vocal and allegedly using the word "nigger" towards the victim. An audio recording of the incident was obtained and this word was not heard on the recording. This case has been forwarded to the City Attorney for consideration of disorderly conduct charges against the suspect.

We have been reviewing all cases submitted with a bias designation indicated by the responding officer. For background, the Federal Bureau of Investigation has established guidelines for the collection of hate crime data as part of their Uniform Crime Reporting

program. Offenses that are motivated, in whole or in part, by the offender's bias against a race, religion, disability, sexual orientation, ethnicity, gender or gender identity are reported to the FBI if the police investigation reveals objective facts that would lead a "reasonable and prudent person" to conclude that the offender's actions were motivated by bias. FBI guidelines also recommend a secondary review of these cases to ensure that the facts of the case support a hate crime designation. I have completed the secondary reviews as cases have been reported to us.

RECEIVED  
 FARGO POLICE DEPARTMENT  
 APR 05 2022  
 GEORGE VINSON *GV*  
 CAPTAIN  
 REF: *Ac*

RECEIVED  
 FARGO POLICE DEPARTMENT  
 APR 05 2022  
 TRAVIS STEFONOWICZ  
 ASSISTANT CHIEF OF POLICE  
 REF: *Chief Zibalski*  
*FYSA*

RECEIVED  
 FARGO POLICE DEPARTMENT  
 APR 13 2022  
 DAVID B ZIBOLSKI *DB*  
 CHIEF OF POLICE  
 REF: *FILE- HATE CRIMES*

*P. SWIFT FOR COMMISSION CONSENT AGENDA 4/18/22*



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PUBLIC WORKS/OPERATIONS

Page 227  
Fleet Management, Forestry,  
Streets & Sewers, Watermeters,  
Watermains & Hydrants  
402 23<sup>rd</sup> STREET NORTH  
FARGO, NORTH DAKOTA 58102  
PHONE: (701) 241-1453  
FAX: (701) 241-8100

April 8<sup>th</sup>, 2022

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

RE: RFP for Aerial Lift Truck (RFP22052)

Commissioners:

On March 28<sup>th</sup>, 2022, proposals were received for one (1) Aerial Lift Truck. Two proposals were submitted by two separate vendors.

The results were as follows:

<u>Firm</u>	<u>Price</u>
ABM Truck Equipment	\$192,925.00
Aspen Equipment	\$183,420.00

The review committee, consisting of Allen Schumacher and Tanner Smedshammer determined that both vendors met all required specifications and the proposed price was within expected parameters. Our recommendation is to purchase based on the compliant proposal from Aspen Equipment. Funding for this project is included in the 2022 Street Lighting Budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) Aerial Lift Truck from Aspen Equipment for the amount of \$183,420.00.

Respectfully Submitted,

Tanner Smedshammer  
Fleet Purchasing Manager



**Request for Proposals**  
**2022 Aerial Lift Truck RFP Results (RFP22052)**  
**3/28/2022**  
 Street Lighting  
**Proposal Evaluation Summary**

	<b>ABM</b>	<b>Aspen Equipment</b>
<b>Chassis Make</b>	Ford F-550	Ford F-550
<b>Aerial Lift Make</b>	Versalift VST-50-TN	Versalift LT-56-NE
<b>TOTAL</b>	\$192,925.00	\$183,420.00
<b>Modified Basket</b>		\$1,810.00
<b>2 year Warranty</b>	\$4,350.00	\$3,895.00
<b>Auto Boom lock</b>	\$1,180.00	
<b># of Days</b>	450	500

REPORT OF ACTION

27

**UTILITY COMMITTEE**

Project No. NA

Type: Minnkota EnviroServices  
Recycling Agreement

Location: Solid Waste Division – Recycling

Date of Hearing: 4/7/2022

<u>Routing</u>	<u>Date</u>
City Commission	4/18/2022
Project File	

Terry Ludlum presented the results of an RFP that was due on March 25, 2022, for the **Processing and Marketing Services for Recyclable Materials**. Qualified firms needed to possess the necessary experience, expertise, and capability to process all sorted and single-stream materials collected and delivered by the City of Fargo Recycling Program. The length of the contract will be three (3) years with an annual cost review and extension option.

Minnkota EnviroServices, Inc. was the only firm to submit a proposal and they were provided a meeting to discuss all information contained within their submittal. The attached **Proposal Form** shows a \$36.00/ton processing fee for sorted magazines, plastics #1-7, and glass. For comparison purposes, the rates in their 2016 proposal for the same material were \$22.50/ton for magazines, and \$30.50/ton for plastic and glass, with increases largely due to increased local labor costs.

The proposal also shows a \$30.50 (30%) increase in the processing fee for single stream material in 2023, a 7.7% increase in 2024, and a 7.1 % increase in 2025. The increases are due to increased transportation costs and processing fees from destination material handling facilities. Please note that the projected total cost for processing and marketing (offset by the projected annual revenue) have been included in the 2023 Solid Waste Budget.

Given that Minnkota provided the only submittal in response to the RFP, and that the proposed increases are consistent within the recycling market, Solid Waste staff would recommend that the City of Fargo enter into a three (3) year agreement with an annual review and an extension option with Minnkota EnviroServices, Inc.

**MOTION:**

On a motion by Scott Liudahl, seconded by Brenda Derrig, the Utility Committee voted to approve a three (3) year Recycling Agreement and extension option with Minnkota EnviroServices, Inc., for the Processing and Marketing Services of Recyclable Materials delivered by the City of Fargo.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Anthony Gehrig, City Commissioner				X
Bruce Grubb, City Administrator	X	X		
Brenda Derrig, City Engineer	X	X		
Steve Sprague, Acting Director of Finance	X	X		
Brian Ward, Water Plant Supt.	X	X		
Mark Miller, Wastewater Plant Supt.	X	X		
Scott Liudahl, City Forester	X	X		
Terry Ludlum, Solid Waste Utility Director	X	X		
James Hausauer, Wastewater Util. Director	X	X		
Troy Hall, Water Utility Director	X	X		
Jason Halsne, Enterprise I & C Coordinator				
Ben Dow, Public Works Operations Director	X	X		

ATTEST:

  
 \_\_\_\_\_  
 Terry Ludlum  
 Solid Waste Utility Director

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



2301 8<sup>th</sup> Avenue North  
Fargo, North Dakota 58102  
Phone: 701-241-1449  
Fax: 701-241-8109

## *Memorandum*

**To:** Utility Committee

**From:** Terry Ludlum, Solid Waste Utility Director  
Jen Pickett, Recycling Coordinator

**Date:** April 1, 2022

**Subject:** Processing and Marketing Services for Recyclable Materials

On March 25<sup>th</sup>, 2022, proposals were due in response to a Request for Proposals (RFP) for the *Processing and Marketing Services for Recyclable Materials Delivered by the City of Fargo*. Qualified firms needed to possess the necessary experience, expertise, and capability to process all sorted and single-stream materials collected and delivered by the City of Fargo Recycling Program. The length of the contract will be three (3) years with an annual cost review and extension option.

Minnkota EnviroServices, Inc. was the only firm to submit a proposal and they were provided a meeting to discuss all information contained within their submittal. The attached *Proposal Form* shows a \$36.00/ton processing fee for sorted magazines, plastics #1-7, and glass. For comparison purposes, the rates in their 2016 proposal for the same material were \$22.50/ton for magazines, and \$30.50/ton for plastic and glass. This equates to 60% & 18% respective increases, with increases largely due to increased local labor costs.

The proposal also shows a \$30.50 (30%) increase in the processing fee for single stream material in 2023, a 7.7% increase in 2024, and a 7.1 % increase in 2025. The increases are due to increased transportation costs and processing fees from destination material handling facilities. Please note that the projected total cost for processing and marketing (offset by the projected annual revenue) have been included in the 2023 solid Waste Budget.

Given that Minnkota provided the only submittal in response to the RFP, and that the proposed increases are consistent within the market, Solid Waste staff would recommend that the City of Fargo enter into a three (3) year agreement with an annual review and an extension option with Minnkota EnviroServices, Inc.

An additional change to the agreement (*Section 6*) "Fargo will charge 50% landfill fees for Minnkota, landfill disposal of non-recyclable materials and 50% of roll-off container pull fees of associated non-recyclable material". This is due to 50% of non-recyclables originating from non-City of Fargo sources.

Your consideration in this matter is greatly appreciated.

**SUGGESTED MOTION**

Approve the attached three (3) year Recycling Agreement and extension option with Minnkota EnviroServices, Inc., for the Processing and Marketing Services of Recyclable Materials Delivered by the City of Fargo

Respectfully Submitted,



Terry Ludlum  
Solid Waste Utility Director



Jen Pickett  
Recycling Coordinator



## Division of Solid Waste

PROPOSAL FOR PROCESSING AND MARKETING SERVICES FOR  
RECYCLABLE MATERIALS DELIVERED BY THE CITY OF FARGO,  
DIVISION OF SOLID WASTE

MinnKota EnviroServices | Proposal | March 25, 2022  
809 4<sup>th</sup> Avenue North  
Fargo, ND 58102  
701-293-8428  
Mary G. Aldrich  
Sales Manager



## Proposal for Processing and Marketing Services for Recyclable Materials Delivered by the City of Fargo, Division of Solid Waste

**I. LOCATION AND SIZE OF FACILITY**

MinnKota EnviroServices, Inc. d/b/a MinnKota Recycling (“MinnKota”) is a locally owned North Dakota corporation headquartered in Fargo with its primary recycling processing plant located at 430 7<sup>th</sup> Street North, Fargo, ND, 58102 (“Plant”). Additionally, MinnKota operates recycling redemption centers at the following area addresses:

903 4<sup>th</sup> Avenue North, Fargo, ND 58102

512 Highway 59 North, Detroit Lakes, MN 56502

At each of the redemption centers, individuals are able to bring their aluminum cans, plastic, newspaper and regular paper to be recycled. MinnKota pays the individual the street price for aluminum cans and \$0.02 per pound for all other recyclable materials. As an alternative, the money owed to the individual may be donated to an approved local charity.

While all the above listed sites transfer the collected recyclable material to the Fargo Plant, the Detroit Lakes facility also has the space and equipment to process recyclable materials for shipment to end user mills or to Fargo for processing and marketing.

MinnKota’s primary processing Plant is able to accept all recyclable material delivered to it by the City of Fargo, whether sorted materials or comingled materials. Hours of operation at the Plant are 7 AM to 5 PM, Monday - Friday all year long. MinnKota also has the ability to expand these hours as the need dictates and in order to accommodate the City of Fargo’s needs. The current scheduled deliveries as set by the City of Fargo are acceptable to MinnKota. If this schedule should need to change, MinnKota acknowledges and agrees to work with the City of Fargo to mutually agree to a schedule that works for both parties.

Currently, MinnKota’s main processing Plant encompasses 31,950 square feet and is divided into the following areas:

Office	1,500 sq. ft.
Segregated tipping floor for aluminum, metals, plastics and conveyor system feeding material to sorting facility	2,700 sq. ft.
Sorting line, electro magnet, Eddy current	9,000 sq. ft.
Baling operation and staging area, includes rail siding access	5,400 sq. ft.
Warehouse includes truck docks and area for comingled materials, baling and storage	10,150 sq. ft.
Dock high warehouse - 6 loading docks	3,200 sq. ft.

In addition, MinnKota has another processing and storage building located on the same premises at 903 4<sup>th</sup> Avenue North, Fargo. This building has a total of 11,350 square feet and is divided into the following areas:

Warehouse and recycling equipment storage	10,350 sq. ft.
Drive through recycling center for residents and businesses	1,000 sq. ft.

With separate areas within the Plant for processing of sorted materials and comingled materials alike, MinnKota has the ability to handle both functions at the same time! This offers the City of Fargo a local company that can process and market any type of recyclable material collected.

## II. CAPACITY OF OPERATION

Currently, MinnKota is processing approximately 578 tons of sorted material weekly. This includes all the City of Fargo commercial, drop site and curbside recyclable materials as well as MinnKota's customer recyclables. With the current equipment, MinnKota has the capacity of processing approximately 700 tons per week. This processing would involve crossdocking the comingled bales to spot trailers for shipment to another facility for further processing. With the addition of our new baler and conveyor MinnKota will have the capacity to process approximately 350 additional tons of material weekly.

These capacity estimates are based on current operating hours. MinnKota's capacity can increase significantly by increasing its hours of operation within the same Plant and with the same equipment.

The size of MinnKota's Plant allows for the storage of recyclable materials for a short period of time. This storage capability along with two separate balers affords MinnKota the ability to process more material when needed, even in the event of equipment breakdown. Finally, if needed, MinnKota has some processing capabilities in its Detroit Lakes, MN facility in the event of prolonged equipment down time.

## III. EXISTING AND PROPOSED EQUIPMENT

A detailed list of Primary Plant Equipment in place at MinnKota's plant facility:

- a. Certified 80-foot scale.
- b. Conveyor system with 68-foot sorting line which includes magnetic separator and Eddy current.
- c. Export grade baler with two infeed conveyors.
- d. Storage bins for sorting line separated material for plastic, ferrous and aluminum.
- e. Second export grade baler and infeed conveyor system. Estimated completion April 18, 2022.

This equipment will be able to process approximately 1,050 tons of material per week, based on current Plant schedule. MinnKota recently purchased an additional conveyor and baler primarily designed to handle comingled material.

**IV. EXPANSION CAPABILITIES**

Although somewhat landlocked for further construction, MinnKota has the ability to expand by repurposing current areas of MinnKota's Plant to meet future needs based on volume or material type.

MinnKota has a rail siding which is currently under-utilized, but could increase shipping opportunities without additional buildout.

Should the need arise, MinnKota could look at acquisition of additional buildings or land within the City of Fargo's Industrial Park, depending on the economic feasibility of such action.

During the term of this agreement and any extensions, MinnKota has the capacity to meet the needs of the City of Fargo.

**V. STORAGE CAPACITY**

MinnKota's current Plant has adequate storage to hold like materials until a full load is ready to ship. Sorted materials may need to be stored longer than comingled, but MinnKota still has capacity to store approximately 720 tons of processed materials in its Plant and adjacent areas.

Additionally, MinnKota, through an affiliated company, has access to 53' van trailers that are capable of storing materials as needed before shipment. The combination of the Plant storage along with the adjacent land and trailer storage allows MinnKota to hold materials for short periods of time for any reason, including holding material until market conditions improve.

**VI. RECORD KEEPING**

As MinnKota has been the City of Fargo's recycling processor and marketer for a number of years, the City of Fargo is very familiar with the record keeping, reports, and information sharing provided by MinnKota. The current billing invoices, revenue share reports and monthly reporting records will continue to be provided.

Regardless as to whether the material is sorted or comingled, MinnKota's reporting is similar and transparent. If the City of Fargo has specific requests for reports or information, MinnKota will work with the City of Fargo to find a mutually agreeable solution to the request.

When Revenue Share is applicable, MinnKota agrees to provide the City of Fargo with monthly market prices for each type of material, as it has done for the past number of years. Again, if

additional or different information is requested by the City of Fargo, MinnKota will work closely with the City of Fargo to find a mutually agreeable solution.

## **VII. APPLICABLE EXPERIENCE**

MinnKota is a locally owned and operated corporation. Headquartered in Fargo, MinnKota has been in the recycling business since 1975, and has been the City of Fargo's recycling materials processor and marketing service provider since 1995.

In addition to the City of Fargo materials, MinnKota contracts with local businesses for the collection and marketing of their recyclable materials. These recyclables include cardboard, paper, newsprint, plastics, aluminum, shrink wrap, and other less common materials that MinnKota is able to find a market for.

During the past five years, MinnKota has processed and shipped a total of 145,349 tons of recycled material. The individual year breakdowns are as follows:

2017 = 27,911 tons	2020 = 29,762 tons
2018 = 26,396 tons	2021 = 30,052 tons
2019 = 31,228 tons	

Majority of these recyclables were handled through the Fargo MinnKota Plant. MinnKota employs a total of 28 individuals, 25 of which work specifically in the Fargo facilities. MinnKota's Plant is open five days per week (Monday – Friday) from 7 AM until 5 PM. These days and hours are expandable if warranted and needed.

Throughout the years, MinnKota has built and maintained relationships with a large number of mills that allows MinnKota the ability to sell recyclables directly to factories. The recyclable commodity market is very volatile and the relationship MinnKota has fostered over the years with the mills provides the opportunity to move materials when others may not. Given the storage capacity MinnKota has, the opportunity to store material for a short period of time in order to find a better market is achievable.

One of the mill relationships is with a local company. MinnKota sells ONP and OCC to Pactiv in Moorhead, MN. These sales not only aid local businesses, they also keep jobs and dollars local to the benefit of the City of Fargo and the surrounding area.

These opportunities avail themselves due to MinnKota's reputation for providing clean, quality materials on time. The ability to get product to market is a key component of being successful in marketing recyclable materials. MinnKota has a contractual agreement with an affiliated trucking company (Reliance Transportation, Inc.) for the purpose of hauling a large percentage of MinnKota's loads. This relationship allows for a consistent and timely pickup and delivery of

materials, which MinnKota controls. It should also be noted that Reliance Transportation, Inc. is a Fargo company, currently employing 20 people, also keeping jobs and dollars local.

MinnKota has been in the recycling business for almost 47 years and plans to remain in the recycling business for years to come. As a local company that processes and sells recyclables to other local companies and utilizes other local companies for services needed, MinnKota is doing its part to keep the City of Fargo's economy strong and growing.

MinnKota also has the ability to assist the City of Fargo in its public education programs. Provided MinnKota is successful in this request for proposal, MinnKota has the opportunity to develop a defined scope of educational opportunities that would include a mobile classroom to meet with schools, faculty, staff, etc. These opportunities would be discussed and scheduled for the mutual benefit of both the City of Fargo and MinnKota.

#### **VIII. RESPONSIBLE PERSONNEL**

The experience and success noted in the previous sections does not happen without good people, and MinnKota has had good people for a lot of years. Listed below are the key personnel for MinnKota in both the processing and marketing areas.

Lee Brown: Plant Supervisor – 25 years with MinnKota EnviroServices. Lee oversees the receiving, processing, and shipping of all materials. Over the years Lee has built strong relationships with customers, trucking companies and equipment providers.

Kyle Prashek : Warehouse Supervisor – 9 years with MinnKota EnviroServices. Kyle works directly in the Warehouse overseeing the daily operations and personnel. Kyle fills in for Lee with respect to receiving, processing and shipping of materials during Lee's absence.

Garret Mischke: Maintenance – 24 years with MinnKota EnviroServices. Garret is responsible for maintaining all equipment in the Plant including needed repairs, preventive maintenance, and fabricating of parts as needed throughout the Plant.

Steve Follingstad: Route Supervisor – 19 years with MinnKota EnviroServices. Steve works primarily in MinnKota's Secured Document Destruction division, plus routes collecting drop site and commercial material.

Mary Aldrich: Sales Manager - 26 years with MinnKota EnviroServices. Although Mary's primary responsibility is obtaining new MinnKota customers and maintaining relationships with existing customers, Mary also has the ability to market materials to end mill users. Mary has developed a great working relationship with buyers in all markets. Mary also provides public education and presentations to promote events related to recycling.

Marijo Schwengler: Controller – 26 years with Beverage Wholesalers, Reliance Transportation, MinnKota EnviroServices and Recovered Materials Management.

Casey Davis: Operations and Assistant Controller -18 years with Beverage Wholesalers, Reliance Transportation and MinnKota EnviroServices.

**IX. PARENT COMPANY - EXECUTIVE OFFICERS**

MinnKota EnviroServices, Inc. is the parent corporation for the following "*doing business as*" names that are associated with MinnKota EnviroServices, Inc.

MinnKota Recycling  
MinnKota Secured Document Destruction  
Recovered Materials Management

Although MinnKota EnviroServices, Inc. is its own corporation, there are two other companies affiliated with MinnKota EnviroServices, Inc. through common ownership. These companies are:

Beverage Wholesalers, Inc. – 701 4<sup>th</sup> Avenue North, Fargo, ND 58102  
Reliance Transportation, Inc. – 717 21<sup>st</sup> Street North, Fargo, ND 58102

Both of these companies are headquartered in Fargo and employ a total of 48 people in addition to the 28 people employed by MinnKota in Fargo.

MinnKota's executive officers are as follows:

Randy Christianson – President/Treasurer  
Donna Christianson – Vice President/Secretary

**X. TOTAL COST TO THE CITY**

MinnKota is using averages provided by the City of Fargo as shown below from Appendix A.

<b>DROP SITES (TONS)</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Cardboard	2,005.27	1,979.22	2,047.25	2,144.65	2,433.27
Glass	404.47	157.94	377.45	522.93	417.77
Magazines	270.26	208.96	166.43	144.71	78.67
Metal	71.29	58.79	48.31	42.04	36.38
Newsprint	533.35	363.43	314.31	178.36	120.46
Plastic	348.34	281.69	268.57	266.10	235.27
Telephone Bks	4.30				
UBC	21.94	18.56	12.23	12.06	10.36
Total	3,659.22	3,068.59	3,234.55	3,310.85	3,332.18
Roll-Off OCC	483.42	480.26	456.63	514.88	641.75
Single Stream	2,149.24	4,308.54	4,391.04	4,524.42	3,981.80
<b>GRAND TOTAL</b>	<b>6,291.88</b>	<b>7,857.39</b>	<b>8,082.22</b>	<b>8,350.15</b>	<b>7,955.73</b>

<b>COST TO THE CITY FOR PROCESSING AND MARKETING SERVICES</b>	<b>City of Fargo 5 YR AVG (tons)</b>	<b>Proposed Processing Fee</b>	<b>Annual Cost</b>
Cardboard	2,121.93	---	---
Glass	376.11	\$36.00	\$13,539.96
Magazines	173.11	\$36.00	\$6,257.16
Metal	51.36	---	---
Newsprint	301.98	---	---
Plastic	279.99	\$36.00	\$10,079.64
Telephone Bks	0.86	---	---
UBC	15.03	---	---
Drop Site/Commercial Total	3,321.08	---	\$29,876.76
Roll Off Cardboard	515.39	---	---
Curbside Single Stream	3,871.01	\$130.00	\$503,231.30
<b>TOTAL 2022</b>	<b>7,707.47</b>	<b>---</b>	<b>\$533,108.06</b>

**Projected Market Share = (Projected Market Price less Base of \$60) x 60%**

<b>ESTIMATED POSSIBLE REVENUES TO THE CITY</b>	<b>Estimated AVG Market Price</b>	<b>City of Fargo 5 YR AVG (tons)</b>	<b>Projected Market Share</b>	<b>Annual Revenue</b>
Cardboard	\$119.00	2,121.93	\$35.40	\$75,116.32
Glass	---	376.11	---	---
Magazines	\$104.00	173.81	\$26.40	\$4,588.58
Metal	\$182.00	51.36	\$73.20	\$3,759.55
Newsprint	\$85.00	301.98	\$15.00	\$4,529.70
Plastic	\$101.00	279.99	\$24.60	\$6,887.75
Telephone Bks	---	0.86	---	---
UBC	\$1,398.00	15.03	\$802.80	\$12,066.08
Drop Site/Commercial Total		3,321.08	---	\$106,948.00
Roll Off Cardboard	\$119.00	515.39	\$35.40	\$18,244.81
Curbside Single Stream		3,871.01	---	---
<b>TOTAL</b>		<b>7,707.47</b>	<b>---</b>	<b>\$125,192.80</b>

<b>3 YEAR COST FOR CURBSIDE – SINGLE STREAM</b>	<b>5 Year Avg Tons</b>	<b>Annual Rate</b>	<b>Projected Cost</b>
2022	3,871.01	\$130.00	\$503,231.30
2023	3,871.01	\$140.00	\$541,941.40
2024	3,871.01	\$150.00	\$580,651.50
<b>TOTAL</b>	<b>---</b>	<b>---</b>	<b>\$1,625,824.20</b>

**XI. ESTIMATED POSSIBLE REVENUES**

It is a fact that source separated recyclable materials will have a higher value to mills than will comingled product due to the contamination factor in comingled materials. As a result, the extremely low value of comingled materials precludes MinnKota from being able to share revenues with the City of Fargo.

With respect to sorted materials, however, MinnKota is proposing a revenue share as noted above in Section X and on the attached Proposal Form.

**XII. SUMMARY**

As the long-standing recycling processing and marketing partner with the City of Fargo, MinnKota desires to continue in this role and to assist the City of Fargo in expanding their recycling offerings in an effort to divert even more materials from the waste stream. MinnKota firmly believes it is the best partner for the City of Fargo for the following reasons:

1. Long standing good working relationship between the City of Fargo and MinnKota.



2. MinnKota is a locally owned and operated company that employs 28 people in Fargo.
3. MinnKota sells recyclable materials to a local company helping to keep those businesses, employees and related dollars in the area.
4. MinnKota possesses the equipment, manpower and facility to immediately begin processing and marketing both sorted and comingled materials from the City of Fargo.
5. MinnKota has the proven ability to provide the level of service the City of Fargo expects and deserves.
6. MinnKota wants to be the City of Fargo's partner in all recycling areas.

MinnKota EnviroServices, Inc.

Mary G. Aldrich  
Mary Aldrich, Sales Manager

Dated: 3-18-22

**PROPOSAL FORM**

**Processing and Marketing Services for Recyclable Materials Collected by the City of Fargo**

**A. PROCESSING FEES**

**SORTED MATERIAL**

Item	Processing Fee (\$/ton)	Identify Local Market
*Newsprint	\$0/ton	Pactiv - Moorhead, MN
Magazines	\$36/ton	
Aluminum	\$0/ton	
Bi-Metal	\$0/ton	
Plastics #1-7	\$36/ton	
Glass	\$36/ton	
Cardboard	\$0/ton	

\*Currently being utilized in local recycled material markets.

**SINGLE STREAM MATERIAL**

Timeline	Processing Fee (\$/ton)
May 1, 2022 – April 30, 2023	\$130.00/ton
May 1, 2023 – April 30, 2024	\$140.00/ton
May 1, 2024 – April 30, 2025	\$150.00/ton

**B. REVENUE SHARE**

**SORTED MATERIAL**

Item	Protected Base Price	City Share Above Projected Base
Newsprint	\$60.00	60%
Magazines	\$60.00	60%
Aluminum Cans	\$60.00	60%
Bi-Metal	\$60.00	60%
Plastics #1-7	\$60.00	60%
Glass	\$60.00	60%
Cardboard	\$60.00	60%

**C. ADDITIONAL FEES: NONE.**

MINNKOTA ENVIROSERVICES, INC.

Authorized Signature: Mary G. Aldrich  
 Mary Aldrich, Sales Manager

Date: 3-18-22

## RECYCLING AGREEMENT

THIS AGREEMENT made and intended to be effective the 2nd day of May, 2022, by and between the CITY OF FARGO, NORTH DAKOTA, a municipal corporation (Fargo); and MINNKOTA ENVIROSERVICES, INC., a North Dakota corporation doing business as MINNKOTA RECYCLING (Minnkota).

### RECITALS:

- A. Fargo operates a collection service for purposes of recycling certain solid wastes.
- B. Minnkota handles recyclable materials.
- C. The parties have previously entered into an agreement, addendum to agreement, and extension agreement concerning recyclable materials and recycling equipment.
- D. The parties have negotiated a new agreement and wish to commit the same to writing.

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

1. The term of this agreement shall be for a period of three years calculated from May 2, 2022, thus expiring April 30, 2025.
2. Minnkota agrees to accept all sorted newsprint, magazines, aluminum, bi-metals, plastics #1-7, glass, and cardboard, which are deposited in Fargo's collection sites located throughout the city, as well as such material collected from Fargo's commercial recycling program, or Fargo's curbside residential collection program. Minnkota also agrees to accept the same described materials collected as comingled or single-sort from the residential curbside recycling collection program or the commercial recycling collection program. This agreement is predicated on Minnkota receiving all of Fargo's recyclable materials as hereinbefore stated which will be delivered by Fargo to Minnkota at its site in Fargo, North Dakota.
3. Fargo shall pay to Minnkota a processing fee of \$36.00/ton for all sorted magazines, \$36.00/ton for all sorted plastics #1-7, and \$36.00/ton for all sorted glass, delivered to Minnkota. Fargo shall also pay to Minnkota a processing fee of \$130.00/ton for the dates of May 1, 2022 – April 30<sup>th</sup>, 2023, \$140.00/ton for the dates of May 1, 2023 – April 30<sup>th</sup>, 2024 and \$150/ton for the dates of May 1, 2024 – April 30<sup>th</sup>, 2025 for all comingled material as described previously which is delivered to Minnkota.
4. Minnkota shall pay to Fargo for all sorted items specified in paragraph 2 above, sixty percent (60%) of the market price, which is above a protected base price of \$60.00 per ton for each such class of item. The market price shall be disclosed on a monthly recycling activity report sent to Fargo by Minnkota. Fargo's sixty percent (60%) share of recyclables sold, above the protected base price, shall be based on the market price per ton, which will be set forth on the Minnkota Recycling Activity Report (monthly).

5. Payment by Minnkota to Fargo or by Fargo to Minnkota under the formulas set forth herein, shall be payable on a monthly basis, and within 25 days from the end of the particular month involved. Accounting and tracking of comingled or single sort recyclable materials by Minnkota shall be separate from accounting and tracking of source separated recyclable materials.
6. Fargo will charge 50 % landfill fees for Minnkota, landfill disposal of non-recyclable materials and 50% of roll-off container pull fees of associated non-recyclable material.
7. In the event of breach of any of the terms of this agreement by Minnkota, Fargo shall provide written notice of such breach to Minnkota and Minnkota shall have ninety (90) day from the date of that notice to cure that breach. If the breach is not cured within that ninety (90) day time period, Fargo may terminate this agreement.
8. This agreement shall be construed in accordance with the laws of the State of North Dakota and shall be binding upon the successors and assigns of each of the parties hereto.

Dated the day and year first above written.

CITY OF FARGO, NORTH DAKOTA  
a municipal corporation

By, \_\_\_\_\_  
Timothy Mahoney, Mayor

Attest:

\_\_\_\_\_  
Steve Sprague, City Auditor

MINNKOTA ENVIROSERVICES, INC., OF FARGO, NORTH DAKOTA

By, \_\_\_\_\_  
Randy Christianson, President

Attest:

\_\_\_\_\_  
Donna Christianson, Vice President

REPORT OF ACTION

29a-c

**UTILITY COMMITTEE**

Project No. SW 20-01 Type: Change Orders

Location: Solid Waste Division - Landfill

Date of Hearing: 4/7/22

<u>Routing</u>	<u>Date</u>
City Commission	4/18/22
Project File	SW 20-01

Scott Olson, Solid Waste Utility Engineer, presented the attached Change Orders for SW 20-01 Landfill Scale and Maintenance Facility.

On September 17, 2020, the Commission approved the award of Project SW 20-01 in a Multiple Prime Contractor format. The project was awarded to Excavating Inc., Roers' Construction, Manning Mechanical and Superior Electric. Construction on the project began in April, 2021 and is scheduled for completion and startup in April, 2022. Awarded contract bid prices, change orders, and adjusted contract prices are as follows:

Contractor	Contractor Role	Approved Contract Price w/ Previous Change Order	Current Change Orders	Adjusted Contract Price
Excavating Inc.	Civil Construction (CG)	\$1,753,350.00	\$10,000.00	\$1,763,350.00
Roers' Construction	General Contractor (GC)	\$806,354.64	\$(193.30)	\$806,161.34
Manning Mechanical	Mechanical Contractor (MC)	\$195,598.00	\$ -	\$195,598.00
Superior Electric	Electrical Contractor (EC)	\$230,466.62	\$670.87	\$231,136.99
		<b>\$2,985,769.26</b>	<b>\$10,477.87</b>	<b>\$2,996,246.33</b>

A detailed summary of each contractor recommended change order has been included in the memorandum to the Utility Committee for your review.

**MOTION:**

On a motion by Troy Hall, seconded by James Hausauer, the Utility Committee voted to approve the attached Change Orders for SW 20-01 Landfill Scale and Maintenance Facility.

**COMMITTEE:**

Present Yes No Unanimous

Anthony Gehrig, City Commissioner				X
Bruce Grubb, City Administrator	X	X		
Brenda Derrig, City Engineer	X	X		
Steve Sprague, Acting Director of Finance	X	X		
Brian Ward, Water Plant Supt.	X	X		
Mark Miller, Wastewater Plant Supt.	X	X		
Scott Liudahl, City Forester	X	X		
Terry Ludlum, Solid Waste Utility Director	X	X		
James Hausauer, Wastewater Util. Director	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X		
Scott Olson, Solid Waste Utility Engineer	X	X		
Daniel Portlock, Water Utility Engineer	X	X		

ATTEST:



Terry Ludlum  
Solid Waste Utility Director

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

**To:** Utility Committee  
**From:** Terry Ludlum, Solid Waste Utility Director (TL)  
 Scott Olson, Solid Waste Utility Engineer (SO)  
**Date:** April 1, 2022  
**Subject:** Project SW 20-01 – Landfill Scales and Maintenance Facility Change Orders

On September 17, 2020, the Commission approved the award of Project SW 20-01 in a Multiple Prime Contractor format. The project was awarded to Excavating Inc., Roers' Construction, Manning Mechanical and Superior Electric as shown below. Funding for construction of Project SW 20-01 has been provided for in the 2020-2021 Solid Waste Division budget.

Contract	Contractor	Substantial Completion Date*	Bid Amount
Civil Construction (CC)	Excavating Inc.	October 9, 2021	\$1,667,745.40
General Construction (GC)	Roers' Construction	October 9, 2021	\$810,000.00
Mechanical Construction (MC)	Manning Mechanical	October 9, 2021	\$198,000.00
Electrical Construction (EC)	Superior Electric	October 9, 2021	\$224,059.00
		<b>Total</b>	<b>\$2,899,804.40</b>

With previous Change Order approval, the current contract amounts and substantial completion dates are as follows:

Contract	Contractor	Current Substantial Completion Date	Current Contract Amount
Civil Construction (CC)	Excavating Inc.	December 31, 2021	\$1,753,350.00
General Construction (GC)	Roers' Construction	December 15, 2021	\$806,354.64
Mechanical Construction (MC)	Manning Mechanical	December 15, 2021	\$195,598.00
Electrical Construction (EC)	Superior Electric	December 15, 2021	\$230,466.62
		<b>Total</b>	<b>\$2,985,769.26</b>

The following table shows the cost for the proposed change orders and associated change in the substantial completion date during this approval period (monthly):

Change Order	Contractor	Change in Sub. Completion Date	Change Order Amount
CC – No 4	Excavating Inc,	0 Days	\$10,000.00
GC – No 5	Roers' Construction	0 Days	\$(193.30)
EC – No 4	Superior Electric	0 Days	\$670.37
		<b>Total</b>	<b>\$10,477.07</b>

With Change Order approval, the updated contract amounts and completion dates would be:

Contract	Contractor	New Substantial Completion Date	New Contract Amount
Civil Construction (CC)	Excavating Inc.	December 31, 2021	\$1,763,350
General Construction (GC)	Roers' Construction	December 15, 2021	\$806,161.34
Mechanical Construction (MC)	Manning Mechanical	December 15, 2021	\$195,598.00
Electrical Construction (EC)	Superior Electric	December 15, 2021	\$231,136.99
		<b>Total</b>	<b>\$2,996,246.33</b>

#### Detailed Summary of Change Orders

The project cost and time impacts to the **Civil Contractor** recommended changes are as follows:

##### **CC – 4**

In December, 2021 the Utility Committee approved change order #3 to Excavating Inc which included the construction of an access road from the new scale house to the active disposal area at the East Landfill campus. Following the early spring thaw we noticed drainage issues and developed a plan to further address.

Solid Waste staff met with Excavating Inc on-site to discuss potential solutions. It was imperative the work be completed as soon as possible due to the already scheduled training that will begin the week of April 4<sup>th</sup> with Paradigm (scale software supplier). During this week we will begin running trucks through the scales to the disposal cells which requires the use of the access road. Excavating Inc. estimated that the cost to address the drainage issues will be paid on actual work completed but not to exceed \$10,000.00, at which time Solid Waste staff gave a work change directive to begin the work.

Cost: Not to Exceed \$10,000.00

Reason: City Requested

The project cost and time impacts to the **General Contractor** recommend changes as follows:

##### **GC – 5**

The estimated quantity for trim pieces around a louver at the Maintenance Building was double than what was required. The actual cost of the trim results in a **deduct** of \$701.50.

The Contractor had to replace an address number on the south side of the Maintenance Building. The cost to remobilize equipment, materials and labor to replace is \$508.20.

Cost: \$(193.30)

Reason: Necessity

To project cost and time impacts to the **Electrical Contractor** recommend changes as follows:

**EC-4**

Additional wiring work was needed to provide power to the automatic-opening pass-through windows at the scale house. The cost to run concealed mount conduit and wiring as well as labor was \$670.37 and given as a work change directive on site.

Cost: \$670.37

Reason: City Requested

To date, change orders have totaled 3.33% of total construction costs.

**Process for Amending the Contract Documents; Changes in the Work**

As provided in the specifications, and to avoid substantial construction schedule delays, Work Change Directives (WCD) were issued for the additional work described above. Acceptance of WCD's by Solid Waste (City) staff are provided after review and negotiation following Contractor proposal requests and submittal. WCD's are incorporated in subsequent Change Orders through formal Utility Committee and City Commission approval on this project.

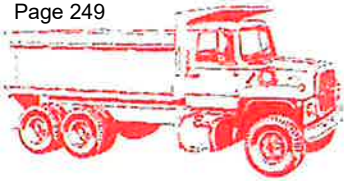
**SUGGESTED MOTION:**

Approve the contract Change Orders as described above for project SW20-01.

**Attachment**

cc: Steve Sprague, City Auditor  
Randy Hanson, Stantec  
Marcia Pulczynski, Stone Group Architects  
Scott Anderson, Landfill Supervisor





# EXCAVATING, INC. - FARGO

651 5th Street Ct. NW • West Fargo, ND 58078-2774  
Office: 701-277-1884 • Fax: 701-277-8638

Change Order No. 4

Date of Issuance: 3/23/2022	Effective Date: 3/23/2022
Owner: City of Fargo Landfill	Contractor's Project No.: 2002
Contractor: Excavating, Inc. - Fargo	Engineer's Project No.: 00208-0154
Engineer: Stantec/Stone Group Architects	Contract Name: Landfill Scalehouse &
Project: Fargo Scale & Maintenance Facility	Maintenance Facility

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

**Description:** Install swales for drainage on the North & South sides of the landfill scalehouse access road. Grade area for drainage. Remove, Install, and Compact recycle & oversize recycle for the landfill scalehouse access road approach.


1. Access Road drainage, grading, and approach installation. \$10,000.00

**Grand Total Change Order No. 4.** \$10,000.00

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>1,667,745.40</u>	Original Contract Times: Substantial Completion: <u>10/15/2021</u> Ready for Final Payment: <u>6/15/2022</u> days or dates
<b>[Increase]</b> [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> :  \$ <u>85,604.60</u>	<b>[Increase]</b> [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : Substantial Completion: <u>77 Calendar Days</u> Ready for Final Payment: _____ days or dates
Contract Price prior to this Change Order:  \$ <u>1,753,350.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>12/31/2021</u> Ready for Final Payment: <u>6/15/2022</u> days or dates
<b>[Increase]</b> [Decrease] of this Change Order:  \$ <u>10,000.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>NA</u> Ready for Final Payment: <u>NA</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>1,763,350.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>12/31/2021</u> Ready for Final Payment: <u>6/15/2022</u> days or dates

RECOMMENDED:  
By:   
Construction Manager  
Title: Project Manager  
Date: 4/6/2022

ACCEPTED:  
By: \_\_\_\_\_  
Owner (Authorized Signature)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ACCEPTED:  
By:   
Contractor (Authorized Signature)  
Title: Estimator/Project Manager  
Date: 4/5/2022

**From:** Austin Stockert <austin@excavatinginc.com>  
**Sent:** Wednesday, March 23, 2022 3:00 PM  
**To:** Scott Olson  
**Subject:** RE: Scale House Access Road

**Importance:** High

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

Hello Scott,

Per our meeting and discussion today at the Scalehouse:

We will dig 2 swales on the south side of the access road for drainage, subcut the recycle at the road where the pooling has occurred, rework and compact subgrade, and supply, install, and compact recycle over the bad area. Grade the area including removal of the high spot.

Price for the above work will be a Not To Exceed \$10,000.00 at this time. I will have a conversation with you prior to exceeding \$10,000.00 if the work requires further subcut.

Let me know if you have any questions.

Thank you,

Austin Stockert  
*Estimator*  
**Excavating, Inc. – Fargo**  
**651 5<sup>th</sup> Street Court NW**  
**West Fargo, ND 58078**  
[www.excavatinginc.com](http://www.excavatinginc.com)  
[austin@excavatinginc.com](mailto:austin@excavatinginc.com)  
Office: 701-277-1884  
Cell: 701-566-3954  
Fax: 701-277-8638

**From:** Scott Olson <[solson@FargoND.gov](mailto:solson@FargoND.gov)>  
**Sent:** Friday, March 18, 2022 12:38 PM  
**To:** Austin Stockert <[austin@excavatinginc.com](mailto:austin@excavatinginc.com)>  
**Cc:** Scott Anderson <[SDAnderson@FargoND.gov](mailto:SDAnderson@FargoND.gov)>; Hanson, Randy <[randy.hanson@stantec.com](mailto:randy.hanson@stantec.com)>; Terry Ludlum <[TLudlum@FargoND.gov](mailto:TLudlum@FargoND.gov)>  
**Subject:** RE: Scale House Access Road

Austin, as we discussed yesterday I'd like to meet up next week to figure out what we can do to the access road constructed last fall. I've attached a picture of its current condition with a few of my

thoughts we could consider. Open to other suggestions as well. I don't believe we have enough relief on either side of the road that a culvert would help so will need to be done with dirt/gravel work.

Thanks,

Scott Olson, PE  
Solid Waste Utility Engineer  
City of Fargo  
Office: (701) 476-4087

**From:** Scott Olson  
**Sent:** Thursday, March 17, 2022 11:55 AM  
**To:** 'Austin Stockert' <[austin@excavatinginc.com](mailto:austin@excavatinginc.com)>  
**Cc:** Scott Anderson <[SDAnderson@FargoND.gov](mailto:SDAnderson@FargoND.gov)>  
**Subject:** RE: Scale House Access Road

Hi Austin,

We started hauling some material today up the new haul road we've been discussing and noticed another small issue with the front bumpers of the trucks are scraping when coming off the asphalt. I'm guessing the change in grade is just a little much, so whenever you folks go to cut out the top maybe we could look at transferring that material to the bottom to flatten out that grade change? Shouldn't take much, but if that doesn't fix it we'll likely haul in more material to take care of it.

Since I have you here;

I was on site yesterday and noticed a few spots that I think we'll need to address once snow is gone and we can work in dirt again. Attached you'll see areas holding water, the first is on concrete next to the south storm water pond. While I'm sure most is held back by snow this is the area I noticed last fall that was holding some rain water, I think if we cut down the dirt some and make a bath for water lower than concrete it should shed, though we may have to look at some erosion control.

The second picture is of the east "boulevard" which we discussed last year. Guessing we'll either need to crown this area or shape it so it flows north a little better.

Let me know any questions you have and when you'd like to discuss. I'm out of the office next Monday but around the rest of next week.

Thanks,

Scott Olson, PE  
Solid Waste Utility Engineer  
City of Fargo  
Office: (701) 476-4087

**From:** Austin Stockert <[austin@excavatinginc.com](mailto:austin@excavatinginc.com)>  
**Sent:** Tuesday, March 8, 2022 2:18 PM  
**To:** Scott Olson <[solson@FargoND.gov](mailto:solson@FargoND.gov)>

**Cc:** Scott Anderson <[SDAnderson@FargoND.gov](mailto:SDAnderson@FargoND.gov)>  
**Subject:** RE: Scale House Access Road

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

Hello Scott,

Yes, as discussed we will come over and take a look with what we need to do early next week. I will give you a call Monday.

Thank you,

Austin Stockert  
*Estimator*  
**Excavating, Inc. – Fargo**  
**651 5<sup>th</sup> Street Court NW**  
**West Fargo, ND 58078**  
[www.excavatinginc.com](http://www.excavatinginc.com)  
[austin@excavatinginc.com](mailto:austin@excavatinginc.com)  
Office: 701-277-1884  
Cell: 701-566-3954  
Fax: 701-277-8638

**From:** Scott Olson <[solson@FargoND.gov](mailto:solson@FargoND.gov)>  
**Sent:** Tuesday, March 8, 2022 1:38 PM  
**To:** Austin Stockert ([austin@excavatinginc.com](mailto:austin@excavatinginc.com)) <[austin@excavatinginc.com](mailto:austin@excavatinginc.com)>  
**Cc:** Scott Anderson <[SDAnderson@FargoND.gov](mailto:SDAnderson@FargoND.gov)>  
**Subject:** Scale House Access Road

Hi Austin,

Just checking in to see if Excavating Inc still plans to shape up the “hump” at the apex of the newly constructed access road built just west of the new scale house? We plan to start sending a few trucks over the roadway to start packing it down in the hopes that it tightens up and I noticed today it was still a pretty good drop there.

Let me know when you get a chance.

Thanks,

Scott Olson, PE  
Solid Waste Utility Engineer  
City of Fargo  
Office: (701) 476-4087

# AIA Document G701™ – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Landfill Scale and Maintenance Facility Fargo, North Dakota	<b>CONTRACT INFORMATION:</b> Contract For: General Construction Date: September 29, 2020	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: G-005 Date: 3/23/2022
<b>OWNER:</b> <i>(Name and address)</i> City of Fargo 225 Fourth Street North Fargo, ND 58102	<b>ARCHITECT:</b> <i>(Name and address)</i> Stone Group Architects, Inc. 600 East 7th Street Sioux Falls, SD 57103	<b>CONTRACTOR:</b> <i>(Name and address)</i> Roers Construction LLC 200 45th Street South Fargo, ND 58103

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Deduct for Maintenance Building louver trim - deduct \$701.50  
Install new building address number at Maintenance Building - \$508.20

The original Contract Sum was	\$ 810,000.00
The net change by previously authorized Change Orders	\$ -3,645.36
The Contract Sum prior to this Change Order was	\$ 806,354.64
The Contract Sum will be decreased by this Change Order in the amount of	\$ 193.30
The new Contract Sum including this Change Order will be	\$ 806,161.34

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Stone Group Architects, Inc. ARCHITECT <i>(Firm name)</i>  SIGNATURE	Roers Construction LLC CONTRACTOR <i>(Firm name)</i>  SIGNATURE	City of Fargo OWNER <i>(Firm name)</i>  SIGNATURE
Marcia Pulcinski, Architect PRINTED NAME AND TITLE 3.28.22 DATE	David Wood, Construction Executive PRINTED NAME AND TITLE 3-25-2022 DATE	Timothy Mahoney, Mayor PRINTED NAME AND TITLE  DATE



*Change Request*

**To:** Marcia Pulczynski (Stone Group  
 Stone Group

**Number:** 8  
**Date:** 3/18/22  
**Job:** 20-007 Fargo Landfill Maint & Scale  
**Phone:**

**Description:** Deduct for louver trim that was doubled up

We are pleased to offer the following specifications and pricing to make the following changes:  
 Deduct for Louver trim that was doubled up in previous change orders.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Louver trim deduct				\$-701.50		\$-701.50
					Subtotal:	\$-701.50
			Sales Tax			\$0.00
			Overhead	-\$701.50		\$0.00
			Profit	-\$701.50		\$0.00
					Total:	\$-701.50

If you have any questions, please contact me at 701-356-5050.

Submitted by: Tyler Miller  
 Roers Construction Company

Approved by: \_\_\_\_\_  
 Date: \_\_\_\_\_



**Change Request**

**To:** Marcia Pulczynski (Stone Group  
 Stone Group

**Number:** 9  
**Date:** 3/18/22  
**Job:** 20-007 Fargo Landfill Maint & Scale  
**Phone:**

**Description:** Installing new number address number at the Maintenance Building

Installing new a new number for the building address and the speced numbers were incorrect.

Pricing includes:  
 Remoblizing equipment  
 Making new template for the numbers  
 Installing new number  
 caulking/patching holes from previous numbers  
 Material is already on-hand

Description	Labor	Material	Equipment	Subcontract	Other	Price
Installing new address number	\$360.00		\$80.00			\$440.00
					Subtotal:	\$440.00
			Sales Tax			\$0.00
			Overhead	\$440.00	10.00%	\$44.00
			Profit	\$484.00	5.00%	\$24.20
					<b>Total:</b>	<b>\$508.20</b>

If you have any questions, please contact me at .

Submitted by:

Approved by: \_\_\_\_\_  
 Date: \_\_\_\_\_

# AIA Document G701™ – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Landfill Scale and Maintenance Facility Fargo, North Dakota	<b>CONTRACT INFORMATION:</b> Contract For: Electrical Construction Date: September 29, 2021	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: E-004 Date: 3/18/2022
<b>OWNER:</b> <i>(Name and address)</i> City of Fargo 225 Fourth Street North Fargo, ND 58102	<b>ARCHITECT:</b> <i>(Name and address)</i> Stone Group Architects, Inc. 600 East 7th Street Sioux Falls, SD 57103	<b>CONTRACTOR:</b> <i>(Name and address)</i> Superior Electric of Fargo LLC 1533 Tenth Street North Fargo, ND 58102

**THE CONTRACT IS CHANGED AS FOLLOWS:**  
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*


Provide concealed wiring to Scale House Pass-Through Windows. Add \$670.37.

The original Contract Sum was	\$	224,059.00
The net change by previously authorized Change Orders	\$	6,407.62
The Contract Sum prior to this Change Order was	\$	230,466.62
The Contract Sum will be increased by this Change Order in the amount of	\$	670.37
The new Contract Sum including this Change Order will be	\$	231,136.99

The Contract Time will be increased by Zero (0) days.  
The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Stone Group Architects, Inc. ARCHITECT <i>(Firm name)</i>	Superior Electric of Fargo LLC CONTRACTOR <i>(Firm name)</i>	City of Fargo OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Marcia Pulezinski, Architect PRINTED NAME AND TITLE	Marc Enges, President PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE
3.28.22 DATE	3/22/22 DATE	 DATE





1533 10<sup>th</sup> ST N  
FARGO, ND 58102  
PHONE: 701-850-9064  
merbes@superiorelectricfargo.com

**Project: Landfill Pass through windows power hookup**

**Date: 3/2/2022**

~~Option #1 surface mount \$611.34~~

**Option #2 Concealed mount \$670.37**

Sincerely,  
*Maro Erbes*

Accepted by Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date Accepted \_\_\_\_\_

Good for 15 days

Description	Quantity	Trade Price	Unit	Disc %	Link Price	Cost Adj %	Net Cost	Total Material	Material Condition	Price Code	Date
1 1/2" FLEX - STEEL	20	126.15	C	20.00	71.60	0.000	71.60	14.32	Normal	198005002102	1/2/2018
2 1/2" CONN FLEX DC SQUEEZE STRAIGHT	4	129.55	C	20.00	85.68	0.000	85.68	3.43	Normal	01899734210	1/2/2018
3 1/2" CONN FLEX DC SQUEEZE 90 DEG	4	245.87	C	20.00	103.56	0.000	103.56	4.14	Normal	01899700851	1/2/2018
4 #12 THHN BLACK	300	323.44	M	33.00	210.40	0.000	210.40	63.12	Normal	98010022900	1/2/2018
5 WIRE CONN YEL	24	14.38	C	20.00	16.50	0.000	16.50	3.96	Normal	78178945188	1/2/2018
6 DEV BOX 3 1/2" DEEP COMB KO W/ EARS	2	2,526.20	C	50.00	670.80	0.000	670.80	13.42	Normal	05016990591	1/2/2018
7 1G BLANK-BOX MNT PLATE - 302 S/S	2	0.00	E	20.00	2.25	0.000	2.25	4.50	Quoted	78358586533	2/26/2016
8 1/2 HR TERMINATION LABOR	4	0.00	E	0.00	0.00	0.000	0.00	0.00	Normal		2/11/2018
Totals	360							106.89			

Description	Quantity	DB Labor	Unit	Labor	Lab Adj %	Total Hours	Labor Condition
1 1/2" FLEX - STEEL	20	3.00	C	3.00	0.000	0.60	Normal
2 1/2" CONN FLEX DC SQUEEZE STRAIGHT	4	10.00	C	10.00	0.000	0.40	Normal
3 1/2" CONN FLEX DC SQUEEZE 90 DEG	4	10.00	C	10.00	0.000	0.40	Normal
4 #12 THHN BLACK	300	5.15	M	5.15	0.000	1.54	Normal
5 WIRE CONN YEL	24	5.00	C	5.00	0.000	1.20	Normal
6 DEV BOX 3 1/2" DEEP COMB KO W/ EARS	2	22.00	C	22.00	0.000	0.44	Normal
7 1G BLANK-BOX MNT PLATE - 302 S/S	2	3.00	C	3.00	0.000	0.06	Normal
8 1/2 HR TERMINATION LABOR	4	0.50	E	0.50	0.000	2.00	Normal
Totals	360					6.64	

X 70/hr

CUNCEAE D

1	SETH ONGSTAD	Labor Type	Crew	Hours	Rate \$	SubTotal	Brdh %	Fring \$	Brdh Tot.	Fring Tot.	Total	Full Rate	Code	Type
	Totals		1.00	6.65	70.00	465.50					465.50	70.00		
			1.00	6.65	70.00	465.50					465.50	70.00		

Final Pricing

	Value (\$)	Pct (%)	Alarm	Code
Database Material (Extension)	102.39			
Quoted Material (Extension)	4.50			
Quoted Material			On	
Material Tax	8.02	7.500		
Material Total	114.91			
Direct Labor	465.50			
Labor Total	465.50			
Subcontractors			On	
General Expenses			On	
Total Cost	580.41			
Database Material Overhead	11.01	10.000		
Quoted Material Overhead	0.48	10.000		
Labor Overhead	46.55	10.000		
Total Overhead	58.04	10.000		
-Database Material Markup	6.05	5.000		
Quoted Material Markup	0.27	5.000		
Labor Markup	25.60	5.000		
Total Markup	31.92	5.000		
Selling Price	670.37			
Final Price	670.37		On	

*(Handwritten circle around 670.37)*

*Dr. Concealed*

REPORT OF ACTION

30

**UTILITY COMMITTEE**

Project No. WA2104

Type: Membrane WTP Reverse Osmosis Element Proposals

Location: Water Treatment Plant (435 14<sup>th</sup> Avenue South)

Date of Hearing: 4/7/2022

<u>Routing</u>	<u>Date</u>
City Commission	4/18/2022
Project File	


Troy Hall, Water Utility Director, presented the attached memo and evaluation letter from AE2S, regarding the selection of Reverse Osmosis (RO) elements for Project WA2104, MWTP RO Element Replacement. The project will install new RO elements in one of the seven RO trains in the Membrane WTP (MWTP). The evaluation used a weighted scoring system of multiple criteria, not just cost. Four (4) proposals from three (3) different manufacturers were evaluated. Two of the proposals could not meet technical specifications for a bi-directional water seal that allows pushing RO element in two (2) directions during some maintenance procedures. Since this seal criteria in the specifications has significant labor efficiency implications, those two (2) proposals were not scored due to not meeting specifications. Of the two (2) remaining proposals, the highest score was selected. The MWTP is more cost efficient to operate and improves tap water quality. Project WA2104 will keep MWTP in good working order. Infrastructure Sales Tax (Fund 450) will be used as a funding source for the project. The RO elements will be self-installed by Water Utility personnel.

**MOTION:**

On a motion by Terry Ludlum, seconded by Brenda Derrig, the Utility Committee voted to approve the purchase of Reverse Osmosis elements from Toray Membrane at a cost of \$167,072 for Project WA2104.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				X
				Proxy
Anthony Gehrig, City Commissioner				
Steve Sprague, Interim Director of Finance	X			
Brian Ward, Water Plant Supt.	X			
Mark Miller, Wastewater Plant Supt.	X			
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester	X			
Terry Ludlum, Solid Waste Utility Director	X			
James Hausauer, Wastewater Util. Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			
Brenda Derrig, City Engineer	X			
Dan Portlock, Water Utility Engineer	X			
Scott Olson, Solid Waste Utility Engineer	X			
Jason Halsne, Enterprise Control Systems Mgr.				

ATTEST:

  
 \_\_\_\_\_  
 Troy B. Hall  
 Water Utility Director

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

**Water Treatment Plant**

435 14th Avenue South

Fargo, ND 58103

Office: 701.241.1469 | Fax: 701.241.8110

[www.FargoND.gov](http://www.FargoND.gov)**MEMORANDUM**

April 4, 2022

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**To:** Utility Committee

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

**Re:** Reverse Osmosis Element Proposal Evaluation

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Attached, please find a letter from AE2S regarding the evaluation of Reverse Osmosis (RO) element proposals for the Membrane Water Treatment Plant. This project will fully replace the RO elements for one (1) of seven (7) RO trains in the MWTP. Three (3) manufacturers provided proposals: Hydranautics, Toray Membrane (submitted two proposals), and Suez Water Technology. After review of the proposals and follow-up questions to the manufacturers, a proposal from Toray Membrane is being recommended for approval. The cost of the proposal is \$167,072 and recommended to be paid with Infrastructure Sales Tax (Fund 450) under Project Code WA2104, MWTP RO Element Replacement.



**Reverse Osmosis element position changing procedure performed by WTP personnel. This procedure was labor intensive and a frequent occurrence during the summer of 2021.**

An important consideration for the evaluation was for the manufacturer to have a bi-directional brine seal. The bi-directional brine seal feature can save significant labor when repositioning RO elements. This repositioning procedure is shown in the picture above and involves over ten (10) WTP personnel. Hydranautics and Suez Water Technology had exceptions to the RO element specifications and cannot provide the bi-directional brine seal. These two manufacturers were

excluded from further consideration, once this exception was confirmed. The Toray TMH20A-400CSR is being recommended to purchase with a score of 94 out of 100 points. There is more technical detail outlined in the attached Technical Memorandum from AE2S.

### **Financial Considerations**

The cost from Toray Membrane of the proposal is \$167,072 and recommended to be paid with Infrastructure Sales Tax (Fund 450) under Project Code WA2104, MWTP RO Element Replacement.

### **SUGGESTED MOTION:**

Approve the purchase of Reverse Osmosis elements from Toray Membrane at a cost of \$167,072 for Project WA2104.

Your consideration in this matter is greatly appreciated.



## Technical Memorandum

**To:** City of Fargo  
Troy Hall, Water Utility Director

**From:** AE2S

**Prepared by:** Qigang Chang, PhD PE AE2S

**Re:** Fargo MWTP RO Membrane Replacement Proposal Evaluation

**Date:** March 30, 2022

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### Project Background

The City of Fargo (City) owns and operates a 15 million gallons per day (MGD) membrane water treatment plant (MWTP). The Reverse osmosis (RO) membrane system consists of seven (7) 2 MGD RO skids. Each RO skid has thirty-six (36) 8-inch pressure vessels in the first stage and eighteen (18) 8-inch pressure vessels in the second stage. Each pressure vessel holds a total of seven RO elements (8-inch diameter and 40-inch long). To ensure the smooth operation of the MWTP, the City of Fargo WTP plans to replace the aged RO elements step by step in the next 5-10 years.

AE2S project team assisted the Fargo WTP and prepared a request for proposals package for the RO membrane replacement project in early 2022. The project team developed a RO specification specifically based on the Fargo MWTP RO feed water quality, RO membrane performance in the last three years, and anticipated operation at the Fargo MWTP. The project was advertised in January 2022 and three RO membrane manufacturers submitted four proposals on February 10<sup>th</sup>, 2022. RO membrane manufacturers who submitted proposals are:

1. Hydranautics
2. Toray Membrane (submitted two proposals)
3. Suez Water Technology

This technical memorandum serves as a summary of the Proposal Evaluation conducted in the support of the RO Membrane Replacement Project by the City, including the RFP overview, proposal evaluation, and recommendation.

## Comparative Evaluation Summary

A Proposal Evaluation Team, comprised of WTP Staff and consultant engineers from AE2S utilized a comparative evaluation process to evaluate proposals for the RO Membrane Replacement and establish the best value for the City. A systematic process identified evaluation criteria and their associated weights prior to proposal submission. Each of the proposals was scored in each of five major categories as follows:

ITEM	EVALUATION CATEGORY	POSSIBLE POINT VALUE
1	Costs of RO Element and ancillary	65
2	Life Cycle Cost	10
3	Performance/Warranty/Exception	10
4	After Sale Support/Local Representation	5
5	RO Membrane Element Lead Time and Delivery	10
<b>Total Points</b>		<b>100</b>

Four proposals were received on February 10<sup>th</sup> and were evaluated independently by the Proposal Evaluation Team from February 11<sup>th</sup> to March 4<sup>th</sup>. Two comparative evaluation meetings were held on March 4<sup>th</sup> and March 24<sup>th</sup>. The relative merits of each proposal were discussed. The Table below summarizes the capital cost, operating pressure, and lead time of four proposals.

Category	Hydranautics	Toray-TMH	Toray-TMG	Suez
Costs of RO Elements (385) and Ancillary	\$154,278	\$167,072	\$167,072	\$158,340
Average Operating Pressure (PSI)	202	160	160	180
Lead Time (weeks)	8	7	7	12

The Proposal Evaluation Team initially planned to use 20-year Life Cycle Cost to evaluate RO membranes based on the operating energy cost and associated chemical cost. Unfortunately, four proposals provided inadequate information on chemical consumptions and scattered information on the energy consumptions to a fair evaluation among four membranes. Therefore, the team elected to use the average operating RO feed pressures from the performance projections each proposal submitted for the Life Cycle Cost Evaluation.



All four proposals included a list of exceptions to the RO specification that might compromise the intended RO operation at the Fargo MWTP. A few major exceptions are listed below:

1. Hydranautics ESPA2-LD
  - 1) ESPA2-LD RO membrane may not be compatible with Chloramine and hydrogen peroxide
  - 2) Brine seal not bi-directional
2. Suez AK-400
  - 1) AK-400 RO membrane may not be compatible with hydrogen peroxide
  - 2) Brine seal not bi-directional
3. Toray TMH20A-400CSR
  - 1) TMH20A-400CSR RO membrane may not be compatible with Chloramine and hydrogen peroxide
4. Toray TMG20D-400SR
  - 1) THG20D-400SR RO membrane may not be compatible with Chloramine

The Evaluation Team reviewed the exceptions and realized that it is critical that the RO membrane brine seal shall be able to be pushed in either direction to reduce the labor requirements during the normal operation. Suez AK-400 and Hydranautics ESPA2-LD confirmed that their brine seal does not support bi-directional load/unload. Therefore, Suez AK-400 and Hydranautics ESPA2-LD were excluded for further considerations.

Toray TMG20D has been mainly used in wastewater and wastewater reuse because it is compatible with 3.0 mg/L chloramine. However, Toray couldn't provide enough data to confirm that TMG20D is compatible with hydrogen peroxide, which is the chemical Fargo MWTP intends to implement to mitigate RO membrane bio-fouling in summer.

Fargo MWTP currently has Toray TMH20A RO membranes. The plant successfully controlled the bio-fouling by using a low dosage of hydrogen peroxide in summer 2021. The operation staff has done many rounds of conductivity profiling to understand the impact on the RO membrane integrity due to feeding hydrogen peroxide. All data collected shows that feeding of hydrogen peroxide at a low dosage for three months has no obvious impact on the RO membranes (Figure 1 and Figure 2). This very own experience convinces the Proposal Evaluation Team that the risk is low if we continue with the same RO membrane TMH20A modules regarding the intended hydrogen peroxide implementation. With considerations of all aspects, the final ranking and scores of all four proposals are:

- |                           |                                  |
|---------------------------|----------------------------------|
| 1. Toray TMH20A-400CRS:   | 94                               |
| 2. Toray TMG20D-400SR:    | 93                               |
| 3. Hydranautics ESPA2-LD: | failed to meet the specification |
| 4. Suez AK-400:           | failed to meet the specification |

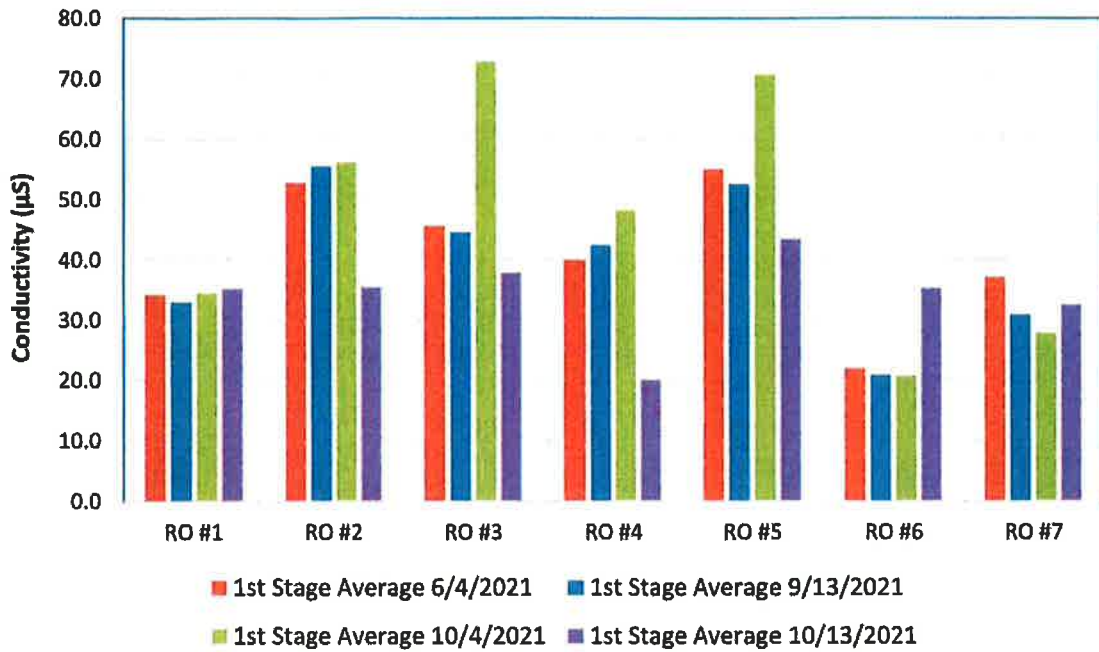


Figure 1. RO Membrane Conductivity Profiling (1<sup>st</sup> Stage)

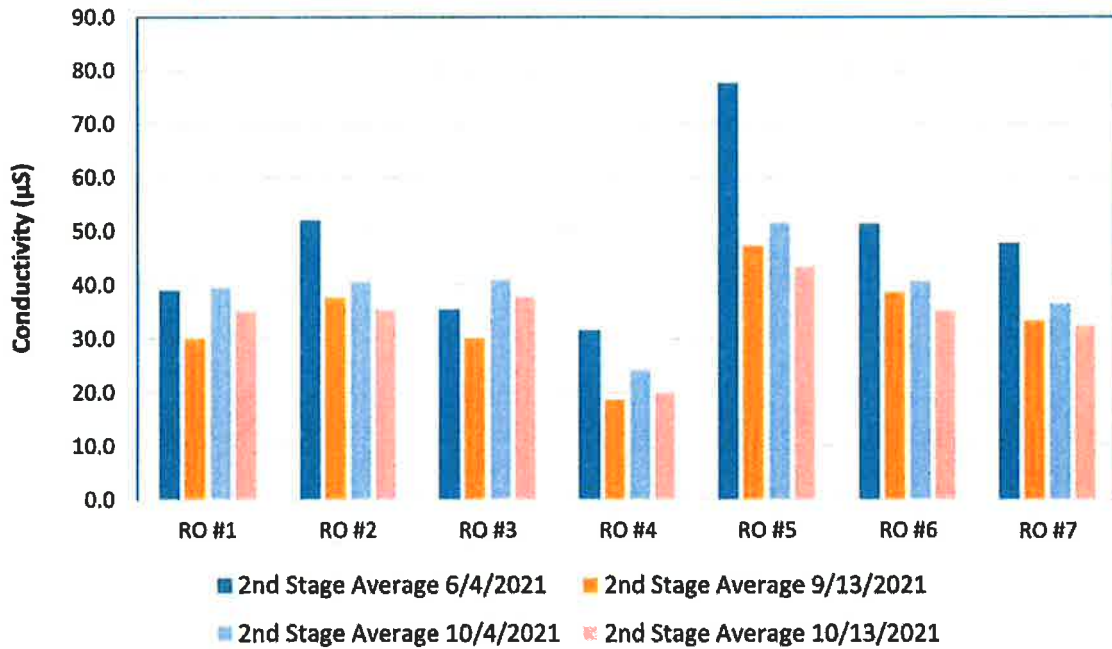


Figure 2. RO Membrane Conductivity Profiling (2<sup>nd</sup> Stage)

## Recommendation

It is the recommendation of the Proposal Evaluation Team that the City proceed with the selection of Toray RO Membrane TMH20A-400CSR for the future RO membrane replacement.

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REPORT OF ACTION

UTILITY COMMITTEE

Project No. WA1863

Type: LSWTP Pretreatment & Crypto Compl. Change Order

Location: Water Treatment Plant (435 14<sup>th</sup> Avenue South)

Date of Hearing: 4/7/2022

<u>Routing</u>	<u>Date</u>
City Commission	4/18/2022
Project File	


Troy Hall, Water Utility Director, presented the attached change order form and invoices for Project WA1863, Lime Softening Water Treatment Plant (LSWTP) Pretreatment Rehabilitation & Crypto Compliance. The change order is with Fusion Automation for level sensor changes and some changes to electrical cables. Coupled with previous changes, approval of this change order will total a 7.5% increase over the project bid and is reasonable compared to other construction projects. This project is funded through a low-interest State Revolving Fund (SRF) loan.

**MOTION:**

On a motion by Terry Ludlum, seconded by Jim Hausauer, the Utility Committee voted to approve this change order in Project WA1863 with Fusion Automation for a cost increase of \$11,709.69.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				X
				Proxy
Anthony Gehrig, City Commissioner				
Steve Sprague, Interim Director of Finance	X			
Brian Ward, Water Plant Supt.	X			
Mark Miller, Wastewater Plant Supt.	X			
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester	X			
Terry Ludlum, Solid Waste Utility Director	X			
James Hausauer, Wastewater Util. Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			
Brenda Derrig, City Engineer	X			
Dan Portlock, Water Utility Engineer	X			
Scott Olson, Solid Waste Utility Engineer	X			
Jason Halsne, Enterprise Control Systems Mgr.				

ATTEST:

  
 \_\_\_\_\_  
 Troy B. Hall  
 Water Utility Director

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

**MEMORANDUM**

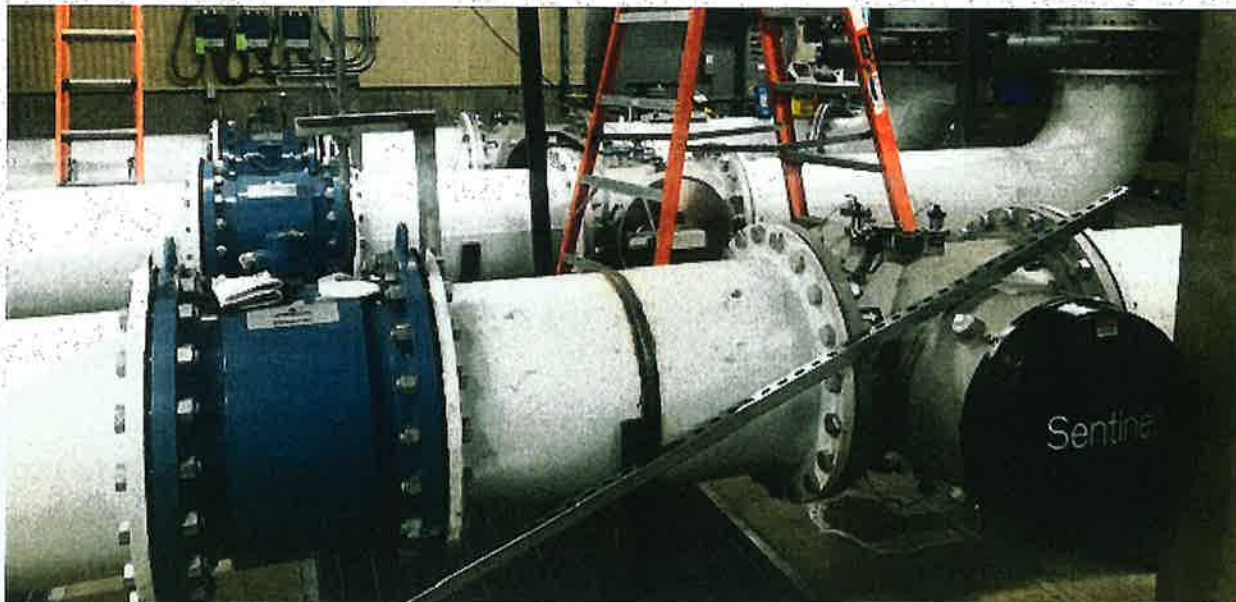
April 4, 2022

**To:** Utility Committee

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

**Re:** WA1863 Change Order – Crypto Compliance/Pre-treatment Rehab

Attached, please find Change Order No. 3 for Contract No. 2 (Electrical Construction) for Project WA1863, Crypto Compliance/Pre-treatment Rehab. This change order has a total cost increase of \$11,709.69. With approval, the total percent change orders under Contract No. 2 is 7.5 percent. The changes with Fusion Automation are for a tank level sensor change and a change in electrical cable for the Ultraviolet (UV) reactors. Project WA1863 is nearing completion. Water Utility staff is seeking approval of this change order to be placed on the next City Commission agenda. The attached AE2S documentation provides a description and cost of each individual item under this change order.



**Picture of Ultraviolet (UV) Reactors and flow meters being installed with Project WA1863.**

**Plan of Financing**

This project is being funded with a low-interest SRF loan that has already been approved. This project is in the Water Utility Capital Improvement Plan (CIP).

**SUGGESTED MOTION:**

Approve Work Change Order No. 3 under Contract No. 2 (Electrical Construction) as a cost increase of \$11,709.69 for Project WA1863, Crypto Compliance/Pre-treatment Rehab.

Your consideration in this matter is greatly appreciated.


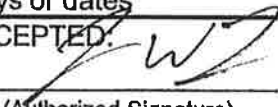
Date of Issuance: 03/31/2022	Effective Date: 03/31/2022
Owner: City of Fargo	Owner's Contract No.: WA1863
Contractor: Fusion Automation	Contractor's Project No.:
Engineer: AE2S / B&V	Engineer's Project No.: P00803-2018-021
Project: Fargo LSWTP Pretreatment and Crypto Compliance Improvements	Contract Name: Contract No. 2 – Electrical Construction

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

**Description:** Change order is needed because: the Rosemount 3107 originally specified for this project are no longer in production and thus were changed to Rosemount 5408 radar sensors instead; and additional medium voltage cables were required as a result of change in quantity from basis of design documents to as built information from manufacturer in order for the UV system to be commissioned.

**Attachments:** Work Change Directives 02 and 03 and their respective attachments.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>530,804.21</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
<del>[[Increase]</del> <del>[[Decrease]]</del> from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>27,866.79</u>	<del>[[Increase]</del> <del>[[Decrease]]</del> from previously approved Change Orders No. <u>   </u> to No. <u>   </u> : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>558,671.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
<del>[[Increase]</del> <del>[[Decrease]]</del> of this Change Order: \$ <u>11,709.69</u>	<del>[[Increase]</del> <del>[[Decrease]]</del> of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>570,380.69</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED: By: <u></u> Engineer (if required) Title: <u>Project Manager</u> Date: <u>3-31-22</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Title _____ Dat _____	ACCEPTED: By: <u></u> Contractor (Authorized Signature) Title <u>PM</u> Dat <u>3-31-2022</u>
---	--	---

Approved by Funding Agency (if applicable)  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Work Change Directive No. 2**

Date of Issuance: 3/24/2022 Effective Date: 3/24/2022

Owner: City of Fargo Owner's Contract No.: WA1863

Contractor: Fusion Automation Contractor's Project No.:

Engineer: AE2S / B&V Engineer's Project No.: P00803-2018-021

Project: Fargo LSWTP Pretreatment and Crypto Compliance Improvements Contract Name: Electrical Construction

Contractor is directed to proceed promptly with the following change(s):

**Description:**

The Rosemount 3107 originally specified for this project are no longer in production and thus were changed to Rosemount 5408 radar sensors instead.

Attachments: *Fusion Automation cost proposal breakdown.*

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 10,439.59 [increase]

Contract Time 0 days [no change]

**Basis of estimated change in Contract Price:**

- Lump Sum
- Unit Price
- Cost of the Work
- Other

RECOMMENDED:  
 By:   
 Engineer (Authorized Signature)

AUTHORIZED BY:  
 By:   
 Owner (Authorized Signature)

RECEIVED:  
 By:   
 Contractor (Authorized Signature)

Title: Project Manager  
 Date: 3/24/2022

Title: WATER UTILITY ENHANCEMENT  
 Date: 3/31/22

Title: PM  
 Date: 3/24/2022

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_



**DATE: DECEMBER 10<sup>TH</sup>, 2021**

**PROJECT: FARGO LSWTP PRETREATMENT AND CRYPTO COMPLIANCE IMPROVEMENTS**

**SUMMARY: FUSION CHANGE PROPOSAL #4R1 (AE2S/CITY CO# 3)**

**This change order proposal is to upgrade Rosemount 3107 ultrasonics to Rosemount 5408 Radars per Instrument submittal review.**

Change Order Breakdown	Extended Price
Change Ultrasonic levels to Radar levels - IPS	\$ 9,490.54
Prime Mark-up	\$ 949.05
<b>Total proposed change order # 4 amount</b>	<b>\$ 10,439.59</b>

A handwritten signature in black ink, appearing to read "Jerry Lowe".

Jerry Lowe  
Fusion Automation Inc.  
(701)757-0852  
[jerry@fusionnd.com](mailto:jerry@fusionnd.com)





Corporate Office: PO Box 26, Fosston, MN 56542

34696 412 St. SE  
Fosston, MN 56542  
218.433.1703

107 Avon Ave S Ste. 2  
Avon, MN 56310  
320.345.1457

606 Cooper Road  
Waunakee, WI 53597  
608.849.4375

**WORK CHANGE REQUEST**

CO # 3

DATE: 11/9/2020 IPS Project No. J001914  
 OWNER: City of Fargo ND  
 PROJECT: Fargo LSWTP Pretreatment and Crypto Compliance Upgrades  
 ENGINEER: AE2S  
 CONTRACTOR: Fusion Atuomation

*Integrated Process Solutions, Inc. is pleased to provide the following proposal for* Cost change order to upgrade Rosemount 3107 ultrasonics to Rosemount 5408 Radars per Instrument submittal review.

LABOR	CO-R0020	Labor - Project Management	1	Hour	\$ 125.00	\$ 125.00
LABOR	CO-R0030	Labor - Engineering	1	Hour	\$ 125.00	\$ 125.00
LABOR	CO-R0040	Labor - Programming Any		Hour	\$ 125.00	\$ -
LABOR	CO-R0060	Labor - AutoCAD	2	Hour	\$ 95.00	\$ 190.00
LABOR	CO-R0080	Labor - Field Serv StartUp Engineer		Hour	\$ 125.00	\$ -
LABOR	CO-R0080	Labor - Field Serv StartUp Tech		Hour	\$ 105.00	\$ -
LABOR	CO-R0090	Labor - Electrical PW Labor		Hour	\$ 125.00	\$ -
LABOR	CO-R0090	Labor - Electrical Labor		Hour	\$ 95.00	\$ -
LABOR	CO-R0100	Labor - Media		Hour	\$ 55.00	\$ -
LABOR	CO-R0160	Labor - Production		Hour	\$ 75.00	\$ -
LABOR	CO-R0940	Labor - Materials Procurement		Hour	\$ 75.00	\$ -
LABOR	CO-R0940	Labor - Material Packaging and Handling for Shipping		Hour	\$ 75.00	\$ -
MISC	180	Mileage		Mile	\$ 0.65	\$ -
	2	Labor - Travel		Hour	\$ 95.00	\$ -
MISC	0.5	Hotel and Per Diem (Based on 8 Hours Day)		Day	\$ 180.00	\$ -
<b>TOTAL SUBCONTRACTOR</b>						<b>\$ -</b>
ITEM	3144PD1A1NAM5XA	Credit for Rosemount 3107 ultrasonics	-4	Each	\$ 2,094.85	\$ (8,379.40)
ITEM	5408A1SHA1NA1N2ZZCAA2MSC1	5408 Radar Level transmitters	4	Each	\$ 4,230.44	\$ 16,921.76
ITEM						
ITEM						
ITEM						
ITEM						
ITEM						
ITEM						
ITEM						
ITEM						
ITEM						
ITEM						
ITEM						
ITEM						
<b>TOTAL MATERIAL</b>						<b>\$ 8,542.36</b>
Labor from Above						\$ 440.00
Subcontractor from Above						\$ -
Material from Above						\$ 8,542.36
Tax						\$508.18
<b>Total</b>						<b>\$ 9,490.54</b>

Estimated Change in Contract Price:		Estimate Change in Contract Times:	
Increase	\$ 9,490.54	Increase	Days
Decrease		Decrease	Days

**Work Change Directive No. 3**

Date of Issuance: 3/24/2022 Effective Date: 3/24/2022  
 Owner: City of Fargo Owner's Contract No.: WA1863  
 Contractor: Contractor's Project No.:  
 Engineer: AE2S / B&V Engineer's Project No.: P00803-2018-021  
 Project: Fargo LSWTP Pretreatment and Crypto Compliance Improvements Contract Name: Electrical Construction

Contractor is directed to proceed promptly with the following change(s):

**Description:**

**Additional medium voltage cables were required as a result of change in quantity from basis of design documents to as built information from manufacturer in order for the UV system to be commissioned.**

**Attachments: Fusion Automation cost proposal.**

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 1,270.10 [increase]  
 Contract Time 0 days [no change]

**Basis of estimated change in Contract Price:**

- Lump Sum
- Cost of the Work
- Unit Price
- Other

**RECOMMENDED:**  
 By:   
 Engineer (Authorized Signature)

**AUTHORIZED BY:**  
 By:   
 Owner (Authorized Signature)

**RECEIVED:**  
 By:   
 Contractor (Authorized Signature)

Title: Project Manager  
 Date: 3/24/2022

Title: *WATER UTILITY ENGINEER*  
 Date: *3/31/22*

Title: PM  
 Date: 3/24/2022

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_



**DATE: FEBRUARY 7<sup>TH</sup>, 2022**

**PROJECT: FARGO LSWTP PRETREATMENT AND CRYPTO COMPLIANCE IMPROVEMENTS**

**SUMMARY: FUSION CHANGE PROPOSAL #6R1 (AE2S/CITY CO#5)**

**This change order proposal consists of labor and materials for UV Additional cables.**

Change Order Breakdown	Extended Price
15 KV GTO cable; length 200'x3	\$ 756.00
Labor: 2 laborers, 2 hours	\$ 320.00
Prime Mark-up & Taxes	\$ 194.10
<b>Total proposed change order # 6R1</b>	<b>\$1,270.10</b>

  
Jerry Lowe  
Fusion Automation Inc.  
(701)757-0852  
[jerry@fusionnd.com](mailto:jerry@fusionnd.com)

REPORT OF ACTION

UTILITY COMMITTEE

32

Project No. N/A

Type: Water Tower #1 Site  
New Downtown Water Tower

Location: 1102 7<sup>th</sup> Avenue North

Date of Hearing: 4/7/2022

<u>Routing</u>	<u>Date</u>
City Commission	4/18/2022
Project File	


Troy Hall, Water Utility Director, presented the attached memo regarding a one-year lease extension with AT&T. A lump sum payment of \$75,000 will be to the City of Fargo for the extension. AT&T has wireless equipment mounted on Water Tower #1 located at 1107 7<sup>th</sup> Avenue North. This is also the construction site for the new Downtown Water Tower. During design of the new water tower, AT&T equipment on the ground interfered with underground infrastructure to be installed with water tower construction. Per lease terms, lease termination requires a one-year notice to AT&T. AT&T was sent a lease termination letter in 2021 to terminate the lease and remove equipment by May 31, 2022. In recent review of the AT&T equipment location and water tower construction project, AT&T can keep equipment on Water Tower #1 for an additional year. The lump sum payment of \$75,000 compensates the City of Fargo for that additional year.

**MOTION:**

On a motion by Steve Sprague, seconded by Scott Olson, the Utility Committee voted to approve a one year lease with AT&T at Water Tower #1 (1107 7<sup>th</sup> Avenue North).

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				X
				Proxy
Anthony Gehrig, City Commissioner				
Steve Sprague, Interim Director of Finance	X			
Brian Ward, Water Plant Supt.	X			
Mark Miller, Wastewater Plant Supt.	X			
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester	X			
Terry Ludlum, Solid Waste Utility Director	X			
James Hausauer, Water Reclamation Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			
Brenda Derrig, City Engineer	X			
Dan Portlock, Water Utility Engineer	X			
Scott Olson, Solid Waste Utility Engineer	X			
Jason Halsne, Enterprise Control Systems Mgr.				

ATTEST:

  
 \_\_\_\_\_  
 Troy B. Hall  
 Water Utility Director

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

**MEMORANDUM**  
 April 4, 2022

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**To:** Utility Committee

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

**Re:** AT&T Lease Extension – Water Tower #1 (7<sup>th</sup> Avenue North)

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Attached, please find a draft one-year lease extension with AT&T at Water Tower #1 (7<sup>th</sup> Avenue North). This is the site of the new Downtown Water Tower construction. AT&T was given formal notice of lease termination in 2021 because new water tower planning showed AT&T equipment in the way of underground infrastructure routing. However, a recent review has shown AT&T equipment can stay on the site for an additional year. AT&T is offering a one-time payment of \$75,000 to keep their equipment on site for an additional year.

This lease extension will need to be approved by the City Commission and is being reviewed by the City Attorney. Water Utility staff requested through Finance Committee that this unexpected revenue to be used to help the Planning Department hire a consultant toward completing a future site development plan for the water tower property and nearby Fargo Park District property.



**Construction site for new Downtown Water Tower and location of existing Water Tower #1.**

**Financial Considerations**

The potential revenue of \$75,000 from the AT&T lease extension was not anticipated for 2022. The Finance Committee approved using this revenue for a Planning Department consultant to provide a plan for redevelopment of street front property along 7<sup>th</sup> Avenue North for the water tower construction site and adjacent Fargo Park District property to the west.

**SUGGESTED MOTION:**

Approve 1-year lease extension with AT&T to keep wireless equipment on Water Tower #1 until 2023 for a lump sum payment of \$75,000.

Your consideration in this matter is greatly appreciated.

[DATE]

New Cingular Wireless PCS, LLC  
Attn: Tower Asset Group - Lease Administration  
Re: Cell Site #: MPLSND2698; Cell Site Name: Fargo Campus (MN);  
Fixed Asset #: 101395671025 Lenox Park Blvd NE 3rd Floor  
Atlanta, Georgia 30324

**RE: FA 10139567 / Site Address 1102 7<sup>th</sup> Ave North, Fargo ND 58102  
Water Tower Lease Agreement dated March 28, 2005 (the "Agreement")**

The City of Fargo ("Lessor") sent New Cingular Wireless ("Lessee") a Termination of Lease Notice dated April 19, 2021 ("Notice"). Both parties hereby agree that Lessor's Notice shall be rescinded and amended per the updated terms below ("**Amended Notice**"):

- Lessee's equipment removal date is now... "**no later than May 31, 2023**" (amended from May 31, 2022);
- As and for consideration of allowing Lessee to stay on the Water Tower an additional one (1) year, Lessee shall pay Lessor a **one-time non-refundable fee of Seventy-Five Thousand and no/100 Dollars (\$75,000), which** shall be paid by Lessee to Lessor, no later than May 31, 2022. No other annual rents, fees or charges shall be due or owing after May 31, 2022;
- All other terms and conditions of the Agreement shall remain in full force and effect except for those term described herein.

[ACKNOWLEDGEMENT AND ACCEPTANCE ON FOLLOWING PAGE]

**ACKNOWLEDGED AND ACCEPTED**

**LESSOR:**

**City of Fargo**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**WWC Holding Company, Inc.**

A/K/A New Cingular Wireless PCS, LLC  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its Manager

By: \_\_\_\_\_  
Name: Kristan Knutson  
Title: Area Manager, Construction & Engineering  
Date: \_\_\_\_\_, 2022

cc: New Cingular Wireless PCS, LLC  
Attn.: Legal Dept – Network Operations  
Re: Cell Site #: MPLSND2698; Cell Site Name: Fargo  
Campus (MN);  
Fixed Asset #: 10139567  
208 S. Akard Street  
Dallas, TX 75202-4206

**LESSEE:**



REPORT OF ACTION

33

UTILITY COMMITTEE

Project No. N/A

Type: AE2S Task Order #18 – Regional Water Distribution Extensions

Location: Two locations: North Fargo and South Fargo

Date of Hearing: 4/7/2022

<u>Routing</u>	<u>Date</u>
City Commission	4/18/2022
Project File	

Dan Portlock, Water Utility Engineer, presented the attached memo and proposed AE2S task order. The task order is for the design and bidding services for Regional Water Distribution Extensions. There are two (2) water main extension projects being designed and bid under this task order to support future development: north Fargo and south Fargo. Additionally, the projects will improve pressure and reduce water age to some areas. Some of the project will be coordinated with Cass Rural Water District. The Water Utility is partnering with the Engineering Department for this work on the Fargo end. The task order has a cost of \$338,000, but a cost-share (grant) of \$172,000 from the North Dakota Department of Water Resource will be applied to the engineering expenses. Details about scope of the water distribution extension projects can be found in the AE2S cover letter and proposed task order. The local Water Utility portion of expenses will be paid out of a 2022 budget line, called System Extension Improvements.

**MOTION:**

On a motion by Ben Dow, seconded by Brenda Derrig, the Utility Committee voted to approve the proposed Task Order #18 with AE2S in the amount of \$338,000 to design and bid Regional Water Distribution Extension projects.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				X
				Proxy
Anthony Gehrig, City Commissioner				
Steve Sprague, Interim Director of Finance	X			
Brian Ward, Water Plant Supt.	X			
Mark Miller, Wastewater Plant Supt.	X			
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester	X			
Terry Ludlum, Solid Waste Utility Director	X			
James Hausauer, Wastewater Util. Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			
Brenda Derrig, City Engineer	X			
Dan Portlock, Water Utility Engineer	X			
Scott Olson, Solid Waste Utility Engineer	X			
Jason Halsne, Enterprise Control Systems Mgr.				

ATTEST:

  
 Troy B. Hall  
 Water Utility Director

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

**MEMORANDUM**

April 4, 2022

**To:** Utility Committee

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

**Re:** AE2S Task Order #18 – Regional Water Distribution Extensions

Attached, please find a proposed task order with AE2S for engineering services for the design and bidding of Regional Water Distribution Extensions projects. This will be bid as two (2) separate projects: one in south Fargo and one in north Fargo. The task order cost is \$338,000. A cost-share (grant) of \$172,000 will be applied toward these engineering services. There is a budget line called 'System Extension Improvements' in the 2022 budget to pay for the local portion of the engineering costs. The attached cover letter from AE2S describes the overall project objectives.


**Looping connection and Interstate-29 crossing under the north Fargo portion of the project.**

Once plans and specification are developed, another cost-share application for full-scale construction will be submitted to the North Dakota Department of Water Resources. Much of the local cost for piping on the north Fargo project will be special assessed. Water Utility costs for construction will be submitted for the proposed 2023 budget. This task order is a lump sum contract - as is typical for design work, but AE2S invoices for actual hours worked when billing.

**Plan of Financing**

This engineering under this task order will have \$172,000 in grant funding from the North Dakota Department of Water Resources. The local share of cost is proposed to be funded with a budget line for the Water Utility called System Extension Improvements.

**SUGGESTED MOTION:**

Approve Task Order #18 with AE2S in the amount of \$338,000 for design and bidding of a Fargo Regional Water Distribution Extensions project.

Your consideration in this matter is greatly appreciated.



April 7, 2022

Mr. Troy Hall  
Water Utility Director  
435 14<sup>th</sup> Ave S  
Fargo, ND 58103

**RE: Fargo Regional Water Distribution Extensions  
Preliminary Design, Final Design, and Bidding Phase Services  
Task Order No. 18**

Dear Troy:

Thank you for the opportunity to submit this letter proposal for professional engineering services for the Fargo Regional Water Distribution Extensions Project. This letter and the attached Task Order No. 18 provide the proposed scope of services for Preliminary Design, Final Design, and Bidding Phase Services. The proposed fee for these services, expenses, and reimbursables is \$338,000.

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. CRWD has also executed a service agreement with the City of Horace to be their water provider. 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. In addition to the bulk service connection requests from CRWD, Fargo is experiencing considerable industrial and commercial growth on the north side of the City, which has areas of poor fire flows and a lack of water service redundancy due to being located on the far edge of the distribution system. This Project will help expand Fargo's water distribution system to provide expanded regional water service to Cass Rural Water District (CRWD) while also supporting industrial growth in north Fargo by improving fire flows and providing water main redundancy through a looped system.

The Project has been awarded a preconstruction cost-share grant from the State Water Commission (SWC) in the amount of \$172,000. Upon development of plans and specifications, a cost-share grant application will be developed and submitted for consideration at a future SWC Meeting for completing construction of the Project.

If you agree with the proposed scope of services and associated professional fees presented in the attached Task Order No. 18, please sign both copies in the spaces provided, retain one fully executed copy for your records, and return the other fully executed copy to AE2S. We are excited to assist the City of Fargo in completing this important project.

Submitted in Service,

Ryan Grubb, PE  
Operations Manager

This is Water Consulting Task Order No. 18, consisting of 4 pages.

## **Water Consulting Task Order No. 18**

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In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 1, 2021 ("Agreement"), Owner and Engineer agree as follows:

### **1. Background Data**

- A. Effective Task Order Date: April 18, 2022
- B. Owner: City of Fargo (Water Utility)
- C. Engineer: Advanced Engineering and Environmental Services, LLC (AE2S)
- D. Engineer Project No.: P00803-2022-002
- E. Specific Project (title): Fargo Regional Water Distribution Extensions
- F. Specific Project (description):

This Project primarily consists of water main extensions in Fargo's regional water system to provide expanded water service to Cass Rural Water District (CRWD) while also providing water service resiliency and improved fire flows to a growing commercial and industrial area in north Fargo. The Project will be divided into two (2) separate bid packages: north segment and south segment. This Task Order provides for preliminary design phase, final design phase, and bidding phase services for the Project.

### **2. Services of Engineer**

- A. The specific services to be provided or furnished by Engineer under this Task Order are detailed in Attachment 1 and include the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:
  - Preliminary Design Phase (Exhibit A, Paragraph A1.02)
  - Final Design Phase (Exhibit A, Paragraph A1.03)
  - Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- B. Resident Project Representative (RPR) Services: None.
- C. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

### **3. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2, Exhibit B of the Agreement.

### **4. Task Order Schedule**

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following approximate schedule:

- Task Order approval – *April 18, 2022*
- Preliminary Design Phase – *May 2022*
- Survey Certificates for Easements – *End of June 2022*
- Final Design Phase – *June through October 2022*
- Proposed Bid Opening (pending easements) – *December 2022*

## 5. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

<i>Phase</i>	<i>Task Number and Task Name</i>	<i>Payment Method</i>	<i>Estimated Hours</i>	<i>Amount</i>
<b>030</b>	<b><i>Preliminary Design Phase Services</i></b>	<i>Method A</i>		
	<i>01 Project Management</i>		<i>37</i>	<i>\$6,500</i>
	<i>02 Preliminary Engineering</i>		<i>177</i>	<i>\$29,900</i>
<b>040</b>	<b><i>North Segment Final Design Phase Services</i></b>	<i>Method A</i>		
	<i>01 Project Management</i>		<i>36</i>	<i>\$7,300</i>
	<i>02 Civil Design</i>		<i>790</i>	<i>\$129,500</i>
	<i>03 Surveying</i>		<i>196</i>	<i>\$30,500</i>
	<i>04 Electrical Design</i>		<i>56</i>	<i>\$9,600</i>
	<i>05 Funding Development</i>		<i>18</i>	<i>\$3,200</i>
<b>041</b>	<b><i>South Segment Final Decide Phase Services</i></b>	<i>Method A</i>		
	<i>01 Project Management</i>		<i>24</i>	<i>\$4,900</i>
	<i>02 Civil Design</i>		<i>374</i>	<i>\$62,800</i>
	<i>03 Surveying</i>		<i>80</i>	<i>\$12,300</i>
	<i>04 Process Design</i>		<i>54</i>	<i>\$8,900</i>
<b>050</b>	<b><i>North Segment Bidding Phase Services</i></b>	<i>Method A</i>		
	<i>01 Pre-Bidding Administration</i>		<i>64</i>	<i>\$11,600</i>
	<i>02 Post-Bidding Administration</i>		<i>6</i>	<i>\$1,200</i>
<b>051</b>	<b><i>South Segment Bidding Phase Services</i></b>	<i>Method A</i>		
	<i>01 Pre-Bidding Administration</i>		<i>84</i>	<i>\$14,400</i>
	<i>02 Post-Bidding Administration</i>		<i>32</i>	<i>\$5,400</i>
<b>Total</b>			<b><i>2,028</i></b>	<b><i>\$338,000</i></b>

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C, where Method A is a Lump Sum payment and Method B is payment for Standard Hourly Rates.

**6. Consultants retained as of the Effective Date of the Task Order:** None.

**7. Other Modifications to Agreement and Exhibits:** None.

**8. Attachments:**

Attachment 1 to Water Consulting Task Order No. 18

**9. Other Documents Incorporated by Reference:** None.

**10. Terms and Conditions**

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

The Effective Date of this Task Order is April 18, 2022.

OWNER: City of Fargo (Water Utility)

ENGINEER: Advanced Engineering and Environmental Services, LLC (AE2S)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Troy B. Hall

Name: Brian Bergantine, PE

Title: Water Utility Director

Title: Operations Director

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Daniel Portlock, PE

Name: Ryan Grubb, PE

Title: Water Utility Engineer

Title: Operations Manager

Address: 435 14<sup>th</sup> Ave S  
Fargo, ND 58103

Address: 4170 28<sup>th</sup> Ave S  
Fargo, ND 58104

E-Mail Address: DPortlock@FargoND.gov

E-Mail Address: Ryan.Grubb@ae2s.com

Phone: (701) 476 - 6741

Phone: (701) 364 - 9111

This is Attachment 1 to Water Consulting Task Order No. 18 consisting of 7 page(s).

*Attachment 1 to Water Consulting Task Order No. 18*

*Fargo Regional Water Distribution Extensions*

*April 18, 2022*

## Scope of Services

This Project primarily consists of water main extensions in Fargo's regional water system to provide expanded water service to Cass Rural Water District (CRWD) while also providing water service resiliency and improved fire flows to a growing commercial and industrial area in north Fargo. The Project will be divided into two (2) separate bid packages: north segment and south segment. This Scope of Services provides preliminary design phase, final design phase, and bidding phase services for the Project. The following is a detailed breakdown of this Scope of Services to Water Consulting Task Order No. 18.

### **Phase 030 – Preliminary Design Phase Services**

***In accordance with Paragraphs A1.02 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021, ENGINEER shall perform the following additional Preliminary Design Phase services under Water Consulting Task Order No. 18:***

#### **Task 01 – Project Management and Administration**

ENGINEER shall develop a Scope of Work for both the north segment and south segment regional water system distribution extensions, including bulk connection to Cass Rural Water District (CRWD). ENGINEER shall coordinate and review the Scope of Work with Project stakeholders, including representatives from the Fargo Water Utility, Fargo Engineering Department, and CRWD, to ensure OWNER's objectives are met. Comments received through these reviews shall be incorporated into a revised Scope of Work prior to presenting Task Order for approval.

Under this Task, ENGINEER shall also perform general Project administration activities including progress monitoring, scheduling, general correspondence, office administration, and invoicing. These activities include maintaining contact and liaison with the OWNER and Project staff; providing OWNER with monthly Project financial status updates; ensuring that the needs of the OWNER are met in a timely manner, and monitoring Project budgets and schedules.

#### **Task 02 – Preliminary Engineering**

ENGINEER shall provide preliminary engineering services which shall consist of the following tasks and deliverables:

- Project kick-off meeting with key stakeholders to review initial design parameters and assumptions.
- Preliminary opinion of probable construction cost.
- Corridor study for pipeline routing and locations of connections to CRWD.
- Concept site development for master meter pit.



- Develop and submit permit applications (where applicable) for the following crossings:
  - Interstate-29 (I-29) crossing.
  - Burlington Northern railroad.
  - County Road 20.
  - Highway 81.
  - 37<sup>th</sup> Street North.
  - Drain 27.
- Coordinate and meet with each governing body responsible for issuing required Project permits as listed in the prior bullet.

### **Phase 040 – North Segment Final Design Phase Services**

*In accordance with Paragraphs A1.03 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021, ENGINEER shall perform the following additional Final Design Phase services under Water Consulting Task Order No. 18:*

For presentation of scope of services, the Final Design Phase for the “North Segment” of the Project will be split into the following Tasks:

- 1) Project Management and Administration
- 2) Civil Design
- 3) Surveying
- 4) Electrical Design
- 5) Funding Development

#### **Task 01 – Project Management and Administration**

ENGINEER shall perform general Project administration activities including progress monitoring, scheduling, general correspondence, office administration, and invoicing. These activities include maintaining contact and liaison with the OWNER and Project staff; providing OWNER with monthly Project financial status updates; ensuring that the needs of the OWNER are met in a timely manner, and monitoring Project budgets and schedules.

#### **Task 02 – Civil Design**

Civil Design is anticipated to include the following key items:

- Plan drawings for 12-inch water main pipeline and associated appurtenances (gate valves, air release valves, hydrants, future stub outs, etc.) in areas of greenfield installation (non-platted areas).
- Plan and profile drawings for 12-inch water main pipeline at the I-29 crossing, railroad crossing, and areas of existing designated right-of-way along 51<sup>st</sup> Avenue North.
- Plan drawings and details as necessary for connections to existing water main pipelines, including connections to water main pipelines to be installed in platted parcels/developments. ENGINEER shall meet with Engineering Department and Developer representatives to coordinate the design of utilities through three (3) platted parcels/developments.
- Detail for one (1) bulk service connection to CRWD.

- Design and drawings for master meter pit at CRWD bulk service connection. ENGINEER shall utilize City of Fargo’s most recent meter pit design standard and modify the drawings and specifications as needed to fit the Project-specific application.
- Erosion and sediment control plan (where applicable).
- Project specifications, utilizing the latest edition of City of Fargo Standard Specifications for Construction and Special Instructions to Bidders.

### Task 03 – Surveying

Surveying services to be performed under this Task are anticipated to include the following:

- Boundary survey and certificate production for up to eight (8) parcels where easements will be needed for pipeline installation.
- Legal descriptions to be utilized for pipeline easements.
- Topographic survey for areas where water main plan and profile drawings are to be provided as defined in Task 02. City of Fargo LIDAR shall be utilized for areas of greenfield pipeline installation.
- Additional field surveying for existing utilities and miscellaneous items identified as design progresses.

### Task 04 – Electrical / I&C Design

Electrical design is anticipated to include the following key components:

- Electrical site plan and power requirements for master meter pit and CRWD-owned booster pump station.
- Control panel layouts and panel schedules for master meter pit.

### Task 05 – Funding Development

ENGINEER shall develop and submit a State Water Commission (SWC) cost-share grant application for funding a portion of the construction of the Fargo Regional Water Distribution Extensions Project. The grant application shall be submitted near the time of bidding. ENGINEER shall attend both the SWC Pre-Commission Meeting and Commission Meeting with OWNER’s representative(s) to support the grant application. Attendance of both meetings shall be virtual in lieu of traveling to Bismarck for the meetings.

## **Phase 041 South Segment Final Design Phase Services**

*In accordance with Paragraphs A1.03 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021, ENGINEER shall perform the following additional Final Design Phase services under Water Consulting Task Order No. 18.*

For presentation of scope of services, the Final Design Phase for the “South Segment” of the Project will be split into the following Tasks:

- 1) Project Management and Administration
- 2) Civil Design

- 3) Surveying
- 4) Process Design

#### Task 01 – Project Management and Administration

ENGINEER shall perform general Project administration activities including progress monitoring, scheduling, general correspondence, office administration, and invoicing. These activities include maintaining contact and liaison with the OWNER and Project staff; providing OWNER with monthly Project financial status updates; ensuring that the needs of the OWNER are met in a timely manner, and monitoring Project budgets and schedules.

#### Task 02 – Civil Design

Civil Design is anticipated to include the following key items:

- Plan and profile drawings for approximately 1,800 feet of 36-inch pipeline from the Ground Storage Reservoir (GSR) to the CRWD point-of-connection, including details for pipeline appurtenances.
- Detail drawings for the pipeline crossing at Drain 27.
- Erosion and sediment control plan (where applicable).
- Details for connection to existing pipelines.
- Geotechnical Exploration Evaluation:
  - ENGINEER shall solicit quotes from geotechnical consultants to perform soil borings and a geotechnical investigation of the Project site. The OWNER shall select the preferred geotechnical consultant to perform the investigation through a separate contract. ENGINEER shall be responsible for all coordination and correspondence with the geotechnical consultant necessary for completing the soil borings and investigation.

Under this Task, ENGINEER shall also coordinate with Southeast Cass Water Resource District to obtain crossing permits or easements (as necessary) for the pipeline crossing at Drain 27.

#### Task 03 – Surveying

Surveying services to be performed under this Task are anticipated to include the following:

- Boundary survey and certificate production for up to two (2) parcels not owned by the City of Fargo.
- Legal descriptions to be utilized for pipeline easements in up to two (2) privately owned parcels.
- Topographic survey for the full pipeline alignment.
- Additional field surveying for existing utilities and miscellaneous items identified as design progresses.

#### Task 04 – Process Design

ENGINEER shall produce drawings and specifications for process piping and valve modifications in the GSR Pump Station. Process drawings and specifications shall also note minor electrical improvements that are needed to provide the information necessary for the OWNER's contract electrician to install.

## *Final Design Milestones*

Throughout both Final Design Phases 040 and 041 and as part of each Task, design deliverables shall be prepared in the form of the following milestones:

- Intermediate Design Submittal
- Pre-Final Design Submittal
- 100 Percent (Final) Bid Documents

The milestone design deliverables are anticipated to include the following key components:

### Intermediate Design Submittal

The intermediate design will include the development of construction drawings and technical specifications for the Fargo Regional Water Distribution Extensions. The tasks and deliverables anticipated are as follows:

- Intermediate Design Deliverables
  - Preliminary contract front-end documents and technical specifications using Engineers Joint Contract Documents Committee (EJCDC) and Construction Specification Institute (CSI) format (Division 50)
  - Intermediate Design Review Drawings:
    - General
      - Cover
      - Project Location and Vicinity Map
    - Process (South Segment Only)
      - Plan sheet depicting proposed piping and valve modifications
    - Civil
      - Civil overview and sheet layout
      - Civil legend, symbols, and abbreviations
      - Preliminary pipeline alignment
      - Preliminary plan and profiles for pipelines and major crossings
      - Erosion and sediment control plan
      - Typical details
      - Preliminary project specific details including meter pit
    - Electrical/I&C
      - Major electrical cabinets and gear
      - Power plan
      - Control panel layout
      - Major commodity specifications and equipment schedules
- Opinion of probable construction cost update.
- Project schedule update.
- ENGINEER shall conduct internal quality control review and refinement before submittal to OWNER.
- ENGINEER shall setup a Bluebeam Studio session and post Intermediate Design deliverables to the session to receive review comments from OWNER. Design deliverables shall be posted a minimum of one (1) week prior to holding a review meeting with OWNER.
- An Intermediate Design Review Workshop will be conducted with key City staff, including representatives from the City Engineering Department and the Water Utility, to thoroughly review the intermediate design submittal. ENGINEER shall obtain OWNER's comments on the submittal.

### Pre-Final Design Submittal

This task will consist of work items to continue refining the project documents towards final completion. The OWNER's comments obtained during review of the intermediate design documents will be incorporated into the design documents. ENGINEER shall refine the drawings, details, notes, and appurtenances during this task and the specifications will be completed in greater detail. The tasks and deliverables anticipated are as follows:

- Final review set of contract drawings, which will now include:
  - Finalized contract front-end documents
  - Technical specifications
  - All design drawings and details
- Opinion of probable construction cost update.
- Project schedule update.
- ENGINEER shall conduct internal quality control review and refinement before submittal to OWNER.
- ENGINEER shall setup a Bluebeam Studio session and post Pre-Final Design deliverables to the session to receive review comments from OWNER. Design deliverables shall be posted a minimum of one (1) week prior to holding a review meeting with OWNER.
- A design review workshop will be conducted with key City staff, including representatives from the City Engineering Department and the Water Utility, to thoroughly review the pre-final design submittal.
- ENGINEER shall refine documents according to mutual agreement between OWNER and ENGINEER.

### 100 Percent Bidding Document Submittal

These submittals will be used as the bidding documents and include or address Pre-Final Design review comments, as appropriate. ENGINEER shall prepare and submit an electronic copy (PDF) and three (3) sets of final 100 Percent Bidding Documents to the OWNER for review. ENGINEER shall also submit three (3) copies of the Bidding Documents to the North Dakota Department of Environmental Quality (NDDEQ) for review and approval. One (1) approved copy will be retained by the NDDEQ, one (1) approved copy will be retained by the OWNER, and one (1) approved copy will be retained by the ENGINEER. ENGINEER shall meet with the OWNER to discuss review comments, if any, from the regulatory agencies. The 100 Percent Bidding Documents deliverables are as follows:

- Final review set of drawings for the Fargo Regional Water Distribution Extensions, signed and sealed as appropriate.
- Final review set of technical specifications and construction contract documents for the Fargo Regional Water Distribution Extensions, signed and sealed as appropriate.
- Final opinion of probable construction cost update.

### **Phase 050 – North Segment Bidding Phase Services**

***In accordance with Paragraphs A1.04 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021, ENGINEER shall perform the following additional Bidding or Negotiating Phase services under Water Consulting Task Order No. 18:***

#### Task 01 – Pre-Bidding Administration

The Fargo Regional Water Distribution Extensions – North Segment Project bidding phase will be led by the City of Fargo Engineering Department through the City's Quest site, which shall include the posting of all project documents and bidder information. Pre-bidding administration services will be provided to assist the OWNER in soliciting bids for construction, responding to plan holder questions, preparing and certifying addenda for distribution, and attending the bid opening for the Fargo Regional Water Distribution Extensions – North Segment.

#### Task 02 – Post-Bidding Administration

Post-bidding administration services will include reviewing the bids for errors and discrepancies, preparing a recommendation letter to the Utility Committee and City Commission, preparing the Notice of Award(s) to the successful contractor(s), and preparing the contract documents for the Fargo Regional Water Distribution Extensions – North Segment.

### **Phase 051 – South Segment Bidding Phase Services**

*In accordance with Paragraphs A1.04 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021, ENGINEER shall perform the following additional Bidding or Negotiating Phase services under Water Consulting Task Order No. 18:*

#### Task 01 – Pre-Bidding Administration

Pre-bidding administration services will be provided to assist the OWNER in soliciting bids for construction, responding to plan holder questions, preparing and certifying addenda for distribution, and attending the bid opening for the Fargo Regional Water Distribution Extensions – South Segment.

#### Task 02 – Post-Bidding Administration

Post-bidding administration services will include reviewing the bids for errors and discrepancies, preparing a recommendation letter to the Utility Committee and City Commission, preparing the Notice of Award(s) to the successful contractor(s), and preparing the contract documents for the Fargo Regional Water Distribution Extensions – South Segment.



COMMITTEE:	Present	Yes	No	Unanimous	X
					<u>X</u>
					<u>Proxy</u>
Anthony Gehrig, City Commissioner					
Kent Costin, Director of Finance	X	X			Steve Sprague - Interim
Brian Ward, Water Plant Supt.	X	X			
Mark Miller, Water Reclamation Plant Supt.	X	X			
Bruce Grubb, City Administrator	X	X			
Scott Liudahl, City Forester	X	X			
Terry Ludlum, Solid Waste Utility Director	X	X			
Jim Hausauer, Water Reclamation Utility Dir.	X	X			
Troy Hall, Water Utility Director	X	X			
Ben Dow, Public Works Operations Director	X	X			
Brenda Derrig, City Engineer	X	X			
Jason Halsne, Enterprise I/C Coordinator					
Dan Portlock, Water Utility Engineer	X	X			
Scott Olson, Solid Waste Utility Engineer	X	X			

ATTEST:

Jim Hausauer  
Water Reclamation Utility Director

- C: Mayor Mahoney  
Commissioner Strand  
Commissioner Piepkorn  
Commissioner Preston



## MEMORANDUM

April 7, 2022

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**TO: Utility Committee**  
**FROM: Jim Hausauer, Water Reclamation Utility Director** *JA*  
**RE: FEMA Building Resilient Infrastructure in Communities (BRIC) Scoping Grant  
Project WW 1905--West Side Interceptor Improvements**

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### Background

The West Side Interceptor (WSI) is one of three major interceptors that convey wastewater to the Fargo/Regional Water Reclamation Facility (WRF). The WSI was constructed in the 1970's and is a critical component of the Fargo wastewater collection system. It generally follows the 42<sup>nd</sup> Street corridor and serves areas throughout Fargo spanning as far south as the Davies neighborhood, as far north as Hector Airport. The WSI is responsible for collecting & conveying approximately 30% of the City's total wastewater to the WRF. In recent years, the City has had to make costly emergency repairs to the WSI due to multiple structural pipe failures, with some repairs running as high as \$275,000. As this interceptor is close to 50 years old, it is likely that these pipe failures will continue, thus a plan is needed to rehabilitate and improve the WSI. A hydraulic modeling evaluation identified that a portion of the system is undersized for both current and future conditions. Improvements are being considered to replace pipe in areas of known poor condition and locations where the pipe is undersized.

### FEMA BRIC Application

The Water Reclamation Utility has previously executed task orders with its consultant to perform a condition assessment on the WSI to prioritize segments for rehabilitation and/or replacement. The assessments included: 1) prioritized improvements on the West Side Interceptor (WSI) System and 2) a plan to pursue funding for any eligible improvements through FEMA's Building Resilient Infrastructure and Communities (BRIC) funding program, which funds projects at a 75 percent federal share and a 25 percent local share. This program was formerly known as a FEMA Pre-Disaster Mitigation (PDM) grant, which Fargo has been previously successful in funding its Red River Pump Station and Wastewater Treatment Plant Flood Protection projects. The BRIC program has received a dramatic increase in funding from its predecessor program and is tied to the previous year's federal disaster claim. This funding is allocated each year and nationally competitive. Each state can only submit one project, but the ND Department of Emergency Services (NDDDES) is optimistic that this project will be a good candidate for selection.

Based on current and future anticipated construction costs, this multi-year project has an initial cost estimate of \$21,898,000. A BRIC application and supporting documentation has been prepared and submitted to the North Dakota Department of Emergency Service for their review and comment. If successful and funding is received, the 25% local cost share of the improvements is estimated to be

\$5,475,000. The initial period of performance is 42 months, but time extensions are looked upon favorably.

#### **FEMA Scoping Grant**

The FEMA Scoping Grant is designed to support preliminary engineering efforts in advance of project approval. The funding formula is 75% federal and 25% local up to \$225,000.

The preliminary engineering conducted for the West Side Interceptor included three Task Orders.

- AE2S Task Order #11 – Study and Report Phase ( \$42,920)
- AE2S Task Order #15 – Hydraulic Modeling Phase (\$126,500)
- AE2S Task Order #3 – Planning and Funding Phase (\$142,190)

The total of these efforts is \$310,810 with \$225,000 being reimbursed by the FEMA Scoping Grant.

Note: The local share of the WSI improvements is to be funded with Wastewater Infrastructure Sales Tax Fund 455 and is included in the Water Reclamation Capital Improvement Plan (CIP).

#### **Recommended Motion**

Approve the attached FEMA Building Resilient Infrastructure in Communities (BRIC) Scoping Grant contract to reimburse 75% engineering costs associated with Project WW1905 (up to \$225,000).



STATE OF NORTH DAKOTA  
DEPARTMENT OF EMERGENCY SERVICES

**DOUG BURGUM**

Governor

**Major General Alan Dohrmann**

Director – Department of Emergency Services

**Darin Hanson**

Director - Division of Homeland Security

CFDA Title and Number: Non-Disaster Grants – Building Resilient Infrastructure and Communities, 97.047

Non-Disaster Grant Fiscal Year: 2020

Subrecipient: City of Fargo

Project Number: EMD-2020-BR-120-0014 – City of Fargo West Side Interceptor Improvements

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**Building Resilient Infrastructure and Communities Agreement  
for  
FY 2020 Non-Disaster Grant Awards**

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

- A. WHEREAS, on December 29, 2021, the Federal Emergency Management Agency (FEMA) obligated project funding under Application Number EMD-2020-BR-120; and
- B. WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein and agrees to comply with all the requirements of this Agreement; and
- C. WHEREAS, the Subgrantee has submitted an application, which is incorporated herein by reference, to the Grantee setting forth a list of activities (herein referred to individually as “Project”). The Grantee and FEMA have approved the Project along with any exceptions that have been made prior to signing of this agreement.
- D. WHEREAS, Subgrantee has the legal authority to accept mitigation funds and shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state mitigation funds.

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

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

- A. "Eligible activities" are those activities authorized in the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Public Law 93-288, as amended, 42 U.S.C §§ 5133 as implemented by Hazard Mitigation Assistance: Building Resilient Infrastructure and Communities; and applicable policies of the FEMA.
- B. "Articles of Agreement" is the agreement electronically signed between the FEMA and the State of North Dakota, for projects awarded through the FY 2020 BRIC Program. The Recipient and Subrecipient must abide by the Federal award terms and conditions set forth in the Articles of Agreement.

**ARTICLE II. Applicable Law.** The parties agree to all the conditions, obligations, and duties imposed by applicable state and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements of Title 2 of the Code of Federal Regulations (CFR) Part 200, as well as 44 CFR Part 80 and any other applicable policies of the FEMA. The Subgrantee further agrees to comply with the Statement of Assurances attached hereto as Attachment B.

**ARTICLE III. Funding and Insurance.** Grantee shall provide funds to the Subgrantee for eligible activities for the project approved by the Grantee and the FEMA, as specified in Attachment A – Approved Project Data. The federal allowable costs shall be determined as per 2 CFR Part 200.306, which shall be up to seventy-five percent of all eligible costs.

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

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

- A. Without delay, Subgrantee shall advise Grantee of any insurance coverage for the damage identified on the applicable project application and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are "ineligible costs" which

the Subgrantee shall reimburse to the Grantee without delay. The Subgrantee shall also reimburse the Grantee if the Subgrantee receives any duplicate benefits from any other source for any damage identified on the applicable project application for which Subgrantee has received payment from Grantee.

- B. In the event that Grantee should determine that Subgrantee has received duplicate benefits, by its execution of this Agreement the Subgrantee gives Grantee the authority to set off the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subgrantee, or to use such remedies available at law or equity to the repayment of said sums to Grantee.

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

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

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

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

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

To ensure all State and Federal Standards are met, Grantee will conduct a physical inspection of all non-plan projects before a project is started and again before the project is closed.

Throughout the life of an approved project, Grantee will undertake a number of project monitoring activities to ensure successful completion of projects. Grantee will monitor and evaluate project accomplishments and adherence to the project work schedule. Through the review of Subgrantee quarterly reports mitigation staff will attempt to identify any potential problems in grant performance. If problems or concerns exist Grantee will contact Subgrantee to further research potential issues. Technical administration or program assistance may be offered or coordinated if required. In addition, mitigation staff will contact Subgrantee on an as needed basis to provide project management support and to aid in the successful completion and closeout of projects. If a project has not been completed and closed within 120 days of the project's period of performance Grantee will send a letter to the applicant that details project deadlines, includes instructions for project closeout, and gives instructions and deadlines for requesting a time extension if necessary.

For all projects, Subgrantee shall certify that: the project was completed in accordance with FEMA approvals; all required and allowable funds have been paid; all reported costs were incurred in the performance of eligible work; work was completed in compliance with the provisions of the FEMA-State Agreement; payments for the project were made in accordance with the existing requirements of Federal and State laws and regulations; no further requests for funding will be made; and there are no pending bills.

As required by 44 CFR Part 80.14 (d), for all acquisition and relocation projects, every 3 years the Subgrantee (in coordination with any current successor in interest) through the grantee, shall submit to the FEMA Regional Administrator a report certifying that the Subgrantee has inspected the property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of 44 CFR Part 80, the property conveyance and the grant award.

**ARTICLE VIII. Cost Sharing.** The federal share of the eligible costs specified in Attachment A – Approved Project Data, under this Agreement shall be up to seventy five (75) percent of such costs, and the nonfederal share shall be the remaining amount. Payment of a specified portion of the nonfederal share of such costs is contingent upon a potential future State appropriation defining the apportionment of the nonfederal share. Subgrantee commits to meet any local matching funds required for successful project completion. Further, at the time of project application, Subgrantee must provide Grantee with a Resolution of Commitment from its authorized governing body. Subgrantee also certifies that any matching funds borne by the Subgrantee will come from a nonfederal source as required by 2 CFR § 200.306.

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

- A. Following the receipt of a project reimbursement request (including supporting documentation in the way of invoices, contracts, force account labor and equipment schedules, and cancelled checks or vouchers), a payment will be issued for any funding that is eligible to be paid to the Subgrantee, as it becomes available. Payment authorizations shall be calculated in accordance with the federal/non-federal cost share, and on the terms and conditions set forth in the FEMA/State Agreement and this agreement. Authorization for payment will include documentation to substantiate the amount of the authorization.
- B. Grantee may advance funds under this Agreement to Subgrantee up to 90 percent of the 75 percent federal share for projects other than Acquisition/Relocation/Elevation projects. Upon completion of the project, submission of the summary of documentation (cancelled checks, warrants, certified transaction reports, etc.) and final approval by FEMA, the remaining 10

percent share of the federal share and the appropriate state share will be paid. For Acquisition/Relocation/Elevations projects, all conditions for advances listed above shall apply except that the grantee may advance 100 percent of the federal share rather than 90 percent. Subgrantee must meet the following conditions to be eligible for an advance of funds:

1. Subgrantee shall certify to Grantee that Subgrantee has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
  2. Subgrantee shall submit to Grantee the budget supporting the request;
  3. Subgrantee shall submit a statement justifying the advance and the proposed use of the funds and specifying the amount of funds requested; and
  4. Subgrantee shall pay over to Grantee any interest earned on advances for remittance to the FEMA as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
- C. Grantee may, in its discretion, withhold its portion of the nonfederal share of funding under this Agreement from Subgrantee if Grantee has reason to expect a subsequent unfavorable determination by the FEMA that a previous disbursement of funds under this Agreement was improper.

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

- A. Subgrantee shall have completed the project to the satisfaction of the Grantee;
- B. Subgrantee shall have submitted the documentation specified in Articles VI and VIII of this Agreement;
- C. Grantee shall have performed the final inspection;
- ~~D. Subgrantee shall have requested final reimbursement.~~
- E. Subgrantee shall have requested project closeout by letter

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

- A. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," as codified in 44 Code of Federal Regulations Part 13, as amended.
- B. Office of Management and Budget Circular No. A-87, "Cost Principles for State and Local Governments," as amended.
- C. Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," as amended.
- D. Office of Management and Budget Circular No. A-122, "Cost Principles for Non-Profit Organizations," as amended.
- E. Subgrantee shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement for a period of three years from the date of formal notification from the Grantee that FEMA has officially closed the disaster program. The Subgrantee shall allow the Grantee or its designee, the Comptroller General of the United States, FEMA, and the North Dakota State Auditor's Office, access to records upon request. The three year period may be extended for the following exceptions:
  1. If any litigation, claim or audit is started before the three year period expires, and extend beyond the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

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

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

**ARTICLE XIV. Audit.**

- A. The Subgrantee agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
- B. These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Grantee. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- C. The Subgrantee shall also provide the Grantee or its designee with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- D. If a Subgrantee is a state or local government or a non-profits organization as defined in OMB Circular A-133, as revised, and if the Subgrantee expends \$750,000 or more, then the Subgrantee shall have a single or program specific audit conducted which meets the requirements of the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circular A-133 Part .200 for the purposes of auditing and monitoring the funds awarded under this Agreement. In connection with the aforementioned audit requirement, the Subgrantee shall fulfill for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- E. If the Subgrantee spends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provision of OMB Circular A-133, as revised, is not required. In the event the Subgrantee expends less than \$750,000 in federal awards in its fiscal year and chooses to have an audit conducted in accordance with OMB Circular A-133 Part .200, as revise, the cost of the audit must be paid from nonfederal funds.



- F. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Subgrantee shall be held liable for reimbursement to the Grantee of all funds not spent in accordance with these applicable regulations and Agreement provisions within sixty (60) days after the Grantee has notified the Subgrantee of such non-compliance.
- G. If required, the audit is due nine (9) months after the end of the fiscal year of Subgrantee.
- H. If audit is conducted as required by subsection D. above, the Subgrantee shall submit the data collection form and one copy of the reporting package to the Federal Audit Clearinghouse at the following address: **Federal Audit Clearinghouse, Bureau of the Census, 1201 East 10<sup>th</sup> Street, Jeffersonville, IN 47132**. If the audit documents any finding or questioned costs, Subgrantee shall submit a copy of the reporting package to the State at the following address:

ND Department of Emergency Services  
PO Box 5511  
Bismarck ND 58506

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

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

**ARTICLE XVII. Modification.** A modification extending the time for completion of a project and any other modification shall be in writing. Modifications to any project to be funded under this Agreement may be requested by Subgrantee through Grantee, but the approval of any such modifications shall reside in the sole discretion of the FEMA. Any approved modification to a project shall be noted in an amendment to the project and in any amendment to this Agreement. If otherwise allowed under this Agreement, any extension shall be in writing and shall be subject to the same terms and conditions as those set out in the initial Agreement.

**ARTICLE XVIII. Period of Performance (POP).** The POP is the period of time during which the Grantee is expected to complete all grant activities and to incur and expend approved funds. The POP begins on the date that the grant is awarded and ends no later than 36 months from the award of the final subgrant under the grant. The POP termination date is established by the subgrant with the latest completion date.

FEMA will not establish activity completion timeframes for individual subgrants. Grantees are responsible for ensuring that all approved activities are completed by the end of the grant POP.

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

under such contract. The Subgrantee shall also document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

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

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

**ARTICLE XXII. Reports.** Subgrantee shall provide Quarterly Reports to Grantee using forms provided by the Grantee for each specific project. The first Quarterly Report shall be due at such time as Subgrantee is notified. All subsequent Quarterly Reports shall be due no later than fifteen (15) days after each calendar quarter through final inspection. Quarterly Reports shall indicate the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factors that may affect compliance with this Agreement. Interim inspections may be scheduled by Subgrantee before the final inspection, and may be required by Grantee based on information supplied in the Quarterly Reports. Grantee may require additional reports as needed, and Subgrantee shall provide any additional reports requested by Grantee as soon as practicable.

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

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, monitoring procedures may include, but not be limited to, on-site visits by Grantee staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Subgrantee agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Grantee. In the event that the Grantee determines that a limited scope audit of the Subgrantee is appropriate, the Subgrantee agrees to comply with any additional instructions provided by the Grantee to the Subgrantee regarding such audit. The Subgrantee further agrees to comply and cooperate with any inspections, reviews, investigations or

audits deemed necessary by the Comptroller or Auditor General. In addition, the Grantee will monitor the performance and financial management by the Subgrantee throughout the contract term to ensure timely completion of all tasks.

**ARTICLE XXIV. Mandated Conditions.** Subgrantee agrees to the following conditions:

- A. The performance and obligation of Grantee to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
- B. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit.
- C. Grantee may unilaterally terminate this Agreement for refusal by the Subgrantee or its contractors or subcontractors to allow public access to all documents, papers, letters or other material that are made or received by Subgrantee or its contractors and subcontractors in connection with this Agreement.
- D. Subgrantee agrees that no funds or other resources received from the Grantee disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the North Dakota Legislature or any state agency.
- E. Subgrantee certifies that it possesses the legal authority to receive the funds under this Agreement and that its governing body (if applicable) has authorized the execution and acceptance of this Agreement. The Subgrantee also certifies that the undersigned person has the authority to legally execute and bind Subgrantee to the terms of this Agreement.
- F. Subgrantee agrees that responsibility for compliance with this Agreement rests with Subgrantee, and further agrees that noncompliance with this Agreement shall be cause for the rescission, suspension or termination of funding under this Agreement, and may affect eligibility for funding under future Subgrantee Agreements.
- G. The Grantee will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Subgrantee of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.
- H. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- I. The Subgrantee agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.
- J. With respect to any Subgrantee which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, the Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for:
  - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction.
  - b) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c) have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Subgrantee is unable to certify to any of the statements in this certification, such Subgrantee shall attach an explanation to this Agreement. In addition, the Subgrantee shall submit to the Grantee (by email or facsimile) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" for each prospective subcontractor which Subgrantee intends to fund under this Agreement. See Attachment C. Such form must be received by the Grantee prior to the Subgrantee entering into a contract with any prospective subcontractor.

- K. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subgrantee in this Agreement, in any subsequent submission or response to Grantee request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Subgrantee, cause the termination of this Agreement and the release of the Grantee from all its obligations to the Subgrantee.
- L. This Agreement shall be construed under the laws of the State of North Dakota, and venue for any actions arising out of this Agreement shall lie in Burleigh County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- M. The Subgrantee certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
  1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub grantees shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- O. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement have been produced in the United States as required 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

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

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

1. Upon the occurrence of any one or more of the following events, all obligations of Grantee to disburse further funds under this Agreement shall terminate at the option of Grantee. Notwithstanding the preceding sentence, Grantee may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment. Grantee may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:
  1. Any representation by Subgrantee in this Agreement is inaccurate or incomplete in any material respect, or Subgrantee has breached any condition of this Agreement with Grantee and has not cured in timely fashion, or is unable or unwilling to meet its obligations under this Agreement.
  2. Subgrantee suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Grantee, if Subgrantee has not cured the condition within thirty (30) days after notice in writing from Grantee.
  3. Any reports required by this Agreement have not been submitted to Grantee or have been submitted with inaccurate, incomplete, or inadequate information.
  4. The monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by the State Legislature, Congress or Office of Management and Budget.
2. Upon the occurrence of any one or more of the foregoing events, Grantee may at its option give notice in writing to Subgrantee to cure its failure of performance if such failure may be cured. Upon the failure of Subgrantee to cure, Grantee may exercise any one or more of the following remedies:
  1. Terminate this Agreement upon not less than fifteen (15) days' notice of such termination by certified letter to the Subgrantee, such notice to take effect when delivered to Subgrantee;
  2. Commence a legal action for the judicial enforcement of this Agreement;
  3. Withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this agreement or any other agreement with Subgrantee; and
  4. Take any other remedial actions that may otherwise be available under law.

3. Grantee may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.
4. Any deobligation of funds or other determination by the FEMA shall be addressed in accordance with the regulations of that Agency.
5. Upon the rescission, suspension or termination of this Agreement, the Subgrantee shall refund to Grantee all funds disbursed to Subgrantee under this Agreement.
6. The venue of any action or proceeding by either Grantee or Subgrantee for enforcement of this Agreement or for adjudication rights, interest, or duties of the parties to it shall lie in South Central District Court, Burleigh County, North Dakota.
7. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Grantee shall not relieve Subgrantee of liability to Grantee for the restitution of funds advanced to Subgrantee under this Agreement, and Grantee may set off any such funds by withholding future disbursements otherwise due Subgrantee under this Agreement or any other Agreement until such time as the exact amount of restitution due Grantee from Subgrantee is determined. In the event the FEMA should deobligate funds formerly allowed under this Agreement or under any other Agreement funded by the Agency and administered by Grantee, then Subgrantee shall immediately repay such funds to Grantee. If the Subgrantee fails to repay any such funds, then Grantee may recover the same from funding otherwise due Subgrantee.

**ARTICLE XXVII. Attachments.**

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

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

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

**Grantee:**

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

**Subgrantee:**

Jim Hausauer  
 Utility Director  
 3400 North Broadway  
 Fargo, ND 58102  
 Email: [jhausauer@fargond.gov](mailto:jhausauer@fargond.gov)

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

Primary Agent	Alternate Agent
<i>James J. Hausauer, City Director</i>	<i>Mark M. Miller</i>
Name and Title	Name and Title
<i>701-476-6692</i>	<i>701 241 8565</i>
Phone Number	Phone Number
<i>Jhausauer@FargoND.gov</i>	<i>m.miller@fargoND.gov</i>
E-mail	E-mail

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

**SIGNATURE PAGE**

**HAZARD MITIGATION GRANT PROGRAM SUBGRANT AGREEMENT  
FOR  
FY 2020 NON-DISASTER GRANT AWARDS**

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

**FOR THE SUBGRANTEE:**

[Redacted]  
Name and Title [Redacted]

[Redacted]  
Signature [Redacted] Date [Redacted]

---

Federal Employer Identification Number (FEIN): [Redacted]

SAM-UEI Number: K2QJQZVH5PM6



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

**SIGNATURE PAGE**

**HAZARD MITIGATION GRANT PROGRAM SUBGRANT AGREEMENT  
FOR  
FY 2020 NON-DISASTER GRANT AWARDS**

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

**FOR THE GRANTEE:**

DEPARTMENT OF EMERGENCY SERVICES



Justin Messner -- Disaster Recovery Chief

4-1-2022

Date

## ATTACHMENT A

### Approved Project Data

CFDA Title and Number: Disaster Grants – Building Resilient Infrastructure and Communities Program, 97.047

Non-Disaster Grant Fiscal Year: 2020

Subrecipient: City of Fargo

Project Number: EMD-2020-BR-120-0014

Project Cost: 100% - \$300,000.00

**Federal Funding:** 75% - \$225,000.00

**Local Funding:** 25% - \$75,000.00

Period of Performance: March 7, 2022 – December 29, 2024

#### Scope of Work:

The City of Fargo's consultant will perform evaluations necessary to determine the extent of improvements needed on the system, as well as prioritize those improvements, and document in the form of a master plan for the West Side Interceptor System. Key stakeholders from various City Departments, including the Division of Water Reclamation, Public Works, and the Engineering Department, will be engaged throughout the planning process. The master plan will become the basis for performing a benefit cost analysis of the project and completing a future BRIC application for the design and construction of the project.

Scope of work includes, but may not be limited to, the following: i. Capacity evaluation ii.

Manhole condition assessment and prioritization iii. Lift station field inspections and capacity

review iv. Force main analysis v. Master Plan Development vi. Benefit cost analysis. vii. BRIC

Application Yes, the scoping effort will result in the submittal of a complete project application for funding.

#### Work Schedule:

Capacity Evaluation	2 Months
Manhole Condition Assessment and Prioritization	1 Month
Lift Station Field Inspections and Capacity Review	6 Months
Force Main Analysis	1 Month
Master Plan Development	4 Months
Benefit Cost Analysis	1 Month
BRIC Application	2 Months
<u>Project Closeout</u>	<u>1 Month</u>
Total:	18 Months

This work schedule is to keep project on track, the official period of performance is listed on top of the Attachment A. The period of performance will be the date used to determine if a time extension is needed.

Cost Estimate:

Force Main Analysis	\$ 15,000.00
Manhole Condition Assessment	\$ 30,000.00
Benefit Cost Analysis	\$ 15,000.00
Lift Station Field Inspections	\$ 60,000.00
BRIC Application Development	\$ 15,000.00
Master Plan Development	\$ 160,000.00
Project Closeout	\$ 5,000.00
<hr/>	
Total	\$ 300,000.00

Other Conditions:

1. None – Project Scoping project

## ATTACHMENT B

### Statement of Assurances

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

1. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a workweek.
2. Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed workweek.
3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin (including limited English proficiency per Executive Order 13166) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Subgrantee, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
4. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.: 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973.
5. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
6. It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.
7. It will comply with the provisions of 18 USC 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees.
8. It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973 as amended, 42 USC 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR Part 40 for residential structures. The Subgrantee will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
10. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
  - a) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Section 800.8) by the proposed activity.
  - b) Complying with all requirements established by the state to avoid or mitigate adverse effects upon such properties.
  - c) When any of Subgrantee's projects funded under this Agreement may affect a historic property, as defined in 36 CFR 800. (2)(e), the FEMA may require Subgrantee to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the "Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines) (48 Federal Register 44734-37)," or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, Subgrantee agrees to participate in consultations to develop, and, after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
  - d) Subgrantee agrees to notify FEMA and the Grantee if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation for footings and foundations; and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise Subgrantee on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery of archeological data from the property. If Subgrantee is unable to avoid the archeological property, develop, in consultation with the SHPO, a treatment plan consistent with the Guidelines and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties." Subgrantee shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct Subgrantee to implement the treatment plan. If either the Council or the SHPO object, Subgrantee shall not proceed with the project until the objection is resolved.

- e) Subgrantee shall notify the Grantee and FEMA as soon as practicable: (i) of any changes in the approved scope of work for a National Register eligible or listed property; (ii) of all changes to a project that may result in a supplemental DSR or modify an HMGP project for a National Register eligible or listed property; (iii) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. Subgrantee acknowledges that FEMA may require Subgrantee to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. Subgrantee further acknowledges that FEMA may require Subgrantee to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. Subgrantee also acknowledges that FEMA will require, and Subgrantee shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.
  - f) Subgrantee acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the NHPA, Subgrantee intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
11. It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685 - 1686) which prohibits discrimination on the basis of sex.
  12. It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
  13. It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
  14. It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
  15. It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
  16. It will comply with the Laboratory Animal Welfare Act of 1966, 7 U.S.C. 2131-2159, pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this agreement.
  17. It will comply with Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 2000c and 42 3601-3619, as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or nation origin.
  18. It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642.
  19. It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626.
  20. It will comply with the Endangered Species Act of 1973, 16 U.S.C. 1531-1544.
  21. It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763.
  22. It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270.
  23. It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347.
  24. It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.

25. It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination.
26. It will comply with the environmental standards, which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources.
27. It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.
28. It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system.
29. It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice).
30. It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510.
31. It will assure project consistency with the approved state program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464.
32. It will comply with the Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.
33. With respect to demolition activities, it will:
  - a) Create and make available documentation sufficient to demonstrate that the Subgrantee and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
  - b) Return the property to its natural state as though no improvements had ever been contained thereon.
  - c) ~~Furnish documentation or all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subgrantee's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the State health authority and the county health authority.~~
  - d) Provide documentation of the inspection results for each structure to indicate: safety hazards present; health hazards present; and/or hazardous materials present.
  - e) Provide supervision over contractors or employees employed by Subgrantee to remove asbestos and lead from demolished or otherwise applicable structures.
  - f) Leave the demolished site clean, level and free of debris.
  - g) Notify the Grantee promptly of any unusual existing condition which hampers the contractors work.
  - h) Obtain all required permits.
  - i) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
  - j) Comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
  - k) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
  - l) Provide documentation of public notices for demolition activities.





## ATTACHMENT D

### Risk Assessment Conditions

Per Article VI of this contract, NDDDES is required to complete a Financial Assistance Risk Assessment rating form for every subgrantee receiving an award to evaluate their potential risk of non-compliance. Subgrantees will be evaluated on factors such as their prior experience with the same or similar subawards, results of previous audits including whether or not they received a Single Audit and the extent to which the same or similar subaward has been audited as a major program; if they have new personnel or new or substantially changed systems, and the extent and results of Federal awarding agency monitoring. Results of the Risk Assessment may result in the imposition of specific conditions, as allowed in 2 CFR § 200.207, and contained within this attachment.

Based upon the Risk Assessment completed for 2022, the City of Fargo has received a score of 7 and has been determined to be a Low Risk based upon the above mentioned criteria.

The specific conditions for a subgrantee determined to be Low Risk are the following:

- Subgrantees identified as Low Risk have no further conditions and may continue with their projects as approved by FEMA. This must include the completion of all project specific conditions, to include environmental requirements and/or permitting, placed upon individual projects by FEMA at the time of award or amendment. **Subgrantees that fail to comply with project specific conditions could potentially jeopardize their current and future federal funding.**

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

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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-21-A1

Type: Bridge Barrier Architectural Surface Form Liner Decision

Location: 64th Ave S, 33rd St – 38th St

Date of Hearing: 4/11/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/18/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Leonard</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, regarding the Architectural Surface Form Liner option selected.

As part of the original bid, we also received pricing to upgrade the Form Liner to the "Wave" Form Liner in lieu of the "Customrock" Form Liner, which came from a collaboration with Planning and a local artist. The original bid pricing for upgrading the Form Liner was deemed too expensive at the time of bid and was not selected. Since the time of the original bid, we have worked with the Contractor to lower the price of upgrading the Form Liner to the "Wave" option. The cost to upgrade is \$4,814.25.

Engineering staff feels the "Wave" Form Liner will improve the bridge's overall appearance at a minimal cost and are seeking approval to move forward with the upgrade.

On a motion by Bruce Grubb, seconded by Steve Dirksen, the Committee voted to recommend approval of the upgrade to the "Wave" Form Liner option #2 for an increased cost of \$4,814.25.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the upgrade to the "Wave" Form Liner option #2 for an increased cost of \$4,814.25.

PROJECT FINANCING INFORMATION:


Recommended source of funding for project: City, CCWRD, Federal Funds & Special Assessments

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u><input checked="" type="checkbox"/></u>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Vacant, Finance Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

  
 Brenda E. Derrig, P.E.  
 City Engineer



## Memorandum

To: Members of PWPEC  
From: Jason Leonard, Project Manager  
Date: April 6, 2022  
Re: Improvement District No. BN-21-A1 – Bridge Barrier Architectural Surface Form Liner Finish Decision

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### **Background:**

Improvement District No. BN-21-A1 will urbanize 64<sup>th</sup> Avenue South (33<sup>rd</sup> Street South to 38<sup>th</sup> Street South) from a rural minimum maintenance roadway section to a 3-lane urban concrete street section with curb and gutter, new water distribution, storm sewer and sanitary sewer systems, bridge over I-29 and pedestrian systems. This project has Federal Funds associated and is being administrated by the NDDOT.

During the design of the project, staff from Engineering, Planning, KLJ Engineering, and a local artist worked on a design of an architectural surface Form Liner. The base bid of the project included the "Customrock" Form Liner (Exhibit B) in the locations shown in Exhibit A. As part of the original bid, we also received pricing to upgrade the Form Liner to the "Wave" Form Liner (Exhibit C) in lieu of the "Customrock" Form Liner. The original bid pricing for upgrading the Form Liner was deemed too expensive at the time of bid and was not selected. Since the time of the original bid, we have worked with the Contractor to lower the price of upgrading the Form Liner to the "Wave" option. The cost to upgrade is \$4,814.25. Engineering Staff feels the "Wave" Form Liner will improve the bridge's overall appearance at a minimal cost.

### **Recommended Motion:**

Approve to move forward with the "Wave" Form Liner option # 2 for an increased cost of \$4,814.25.

JTL/jmg  
Attachment



Project: IM-SU-8-984(153)156  
 Owner: City of Fargo  
 Contractor: Ames Construction, Inc.  
 Subject: Formliner Selection 2  
 Date: 4/4/2022  
 Version:

Notes: This is the additional pricing of material for replacing all of the #8022 Wave formliner with the Custom Stepped Wave pattern.

Estimate Summary								
Item	Description	# of Pieces	Unit	Qty	Unit Price	Extension	Cost Type	Notes
1	Molding and Tooling Wave Pattern	1	LS	1	\$ (1,400.00)	\$ (1,400.00)	M	
2	Wave Pattern Formliner	1	SF	800	\$ 6.50	\$ 5,200.00	M	
3	Wave Pattern Formliner Mock	1	SF	20	\$ 6.50	\$ 130.00	M	
<b>Total</b>						<b>\$ 3,930.00</b>		

Summary			
Labor	\$	-	
Labor Markup	\$	-	70%
Materials Total	\$	3,930.00	
Materials Sales Tax	\$	294.75	7.5%
Materials Markup	\$	589.50	15%
Equipment	\$	-	
Equipment Markup	\$	-	0%
Subcontractor	\$	-	
Subcontractor Mark-up	\$	-	10% 0 - \$15,000
Subcontractor Mark-up	\$	-	5% > \$15,000
<b>Total Cost</b>	<b>\$</b>	<b>4,814.25</b>	

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April 13, 2022

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. BN-22-J1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, April 13, 2022, for New Paving and Utility Construction, Improvement District No. BN-22-J1, located in Golden Valley 6th Addition on 67th Avenue South and 27th Street South.

The bids were as follows:

Master Construction Co.	\$676,009.60
Key Contracting, Inc.	\$692,969.02
Dakota Underground Co.	\$698,254.09
Dirt Dynamics	\$708,968.85
Northern Improvement Co.	\$755,872.92
FM Asphalt LLC	\$764,082.25
Engineer's Estimate	\$609,149.40

The special assessment escrow is not required.

This office recommends award of the contract to Master Construction Co. in the amount of \$676,009.60 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs  
Assistant City Engineer

TAK/klb



**ENGINEER'S STATEMENT OF ESTIMATED COST**  
**IMPROVEMENT DISTRICT # BN-22-J1**  
**New Paving and Utility Construction**

Golden Valley 6th Addition - 67th Ave S & 27th St S

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

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

New Paving and Utility Construction Improvement District # BN-22-J1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Miscellaneous</b>					
1	Topsoil - Strip & Spread	LS	1.00	\$ 12,500.00	\$ 12,500.00
2	Mulching Type 1 Hydro	SY	3780.00	\$ 0.75	\$ 2,835.00
3	Mulching Type 2 Straw	SY	34395.00	\$ 0.10	\$ 3,439.50
4	Seeding Type C	SY	2600.00	\$ 0.75	\$ 1,950.00
5	Stormwater Management	LS	1.00	\$ 500.00	\$ 500.00
6	Temp Construction Entrance	EA	2.00	\$ 1,500.00	\$ 3,000.00
7	Inlet Protection - New Inlet	EA	10.00	\$ 210.00	\$ 2,100.00
8	Inlet Protection - Existing Inlet	EA	10.00	\$ 210.00	\$ 2,100.00
<b>Miscellaneous Total</b>					<b>\$ 28,424.50</b>
<b>Sanitary Sewer</b>					
9	F&I Manhole GB	EA	3.00	\$ 3,500.00	\$ 10,500.00
10	F&I Manhole 4' Dia Reinf Conc	EA	3.00	\$ 6,100.00	\$ 18,300.00
11	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	997.00	\$ 2.00	\$ 1,994.00
12	Connect Pipe to Exist Pipe	EA	2.00	\$ 440.00	\$ 880.00
13	F&I Pipe SDR 26 - 6" Dia PVC	LF	1185.00	\$ 39.00	\$ 46,215.00
14	F&I Pipe SDR 26 - 8" Dia PVC	LF	335.00	\$ 46.00	\$ 15,410.00
15	F&I Pipe SDR 35 - 10" Dia PVC	LF	663.00	\$ 48.00	\$ 31,824.00
16	Connect Sewer Service	EA	25.00	\$ 525.00	\$ 13,125.00
<b>Sanitary Sewer Total</b>					<b>\$ 138,248.00</b>
<b>Cass Rural Water</b>					
17	F&I Fittings C153 Ductile Iron	LB	328.00	\$ 10.00	\$ 3,280.00
18	F&I Hydrant	EA	2.00	\$ 5,500.00	\$ 11,000.00
19	Connect Pipe to Exist Pipe	EA	2.00	\$ 1,100.00	\$ 2,200.00
20	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	19.00	\$ 44.00	\$ 836.00
21	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	1044.00	\$ 54.00	\$ 56,376.00
22	F&I Gate Valve 6" Dia	EA	2.00	\$ 1,500.00	\$ 3,000.00
23	F&I Gate Valve 8" Dia	EA	3.00	\$ 2,250.00	\$ 6,750.00
24	F&I Pipe 1" Dia Water Service	LF	1060.00	\$ 29.00	\$ 30,740.00
25	F&I CS & Box 1" Dia	EA	25.00	\$ 575.00	\$ 14,375.00
26	Connect Water Service	EA	25.00	\$ 390.00	\$ 9,750.00
<b>Cass Rural Water Total</b>					<b>\$ 138,307.00</b>
<b>Storm Sewer</b>					

27 F&I Manhole GB	EA	5.00	\$	1,500.00	\$	7,500.00
28 F&I Manhole 4' Dia Reinf Conc	EA	5.00	\$	3,410.00	\$	17,050.00
29 F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	1.00	\$	2,900.00	\$	2,900.00
30 F&I Inlet - Single Box (SBI) Reinf Conc	EA	6.00	\$	2,525.00	\$	15,150.00
31 F&I Inlet - Round (RDI) Reinf Conc	EA	3.00	\$	1,550.00	\$	4,650.00
32 Remove Inlet	EA	1.00	\$	500.00	\$	500.00
33 Connect Pipe to Exist Pipe	EA	3.00	\$	710.00	\$	2,130.00
34 Connect Pipe to Exist Structure	EA	1.00	\$	710.00	\$	710.00
35 F&I Pipe 12" Dia	LF	558.00	\$	42.00	\$	23,436.00
36 F&I Pipe 15" Dia	LF	357.00	\$	51.00	\$	18,207.00
37 F&I Pipe 24" Dia Reinf Conc	LF	252.00	\$	84.00	\$	21,168.00
38 F&I Pipe w/GB 15" Dia Reinf Conc	LF	88.00	\$	74.00	\$	6,512.00
<b>Storm Sewer Total</b>					\$	119,913.00
<b>Paving</b>						
39 Excavation	CY	2500.00	\$	2.50	\$	6,250.00
40 Subcut	CY	500.00	\$	2.50	\$	1,250.00
41 Subgrade Preparation	SY	3500.00	\$	2.00	\$	7,000.00
42 F&I Woven Geotextile	SY	3500.00	\$	1.90	\$	6,650.00
43 F&I Class 5 Agg - 8" Thick	SY	3500.00	\$	10.50	\$	36,750.00
44 F&I Edge Drain 4" Dia PVC	LF	2033.00	\$	9.00	\$	18,297.00
45 F&I Curb & Gutter Mountable (Type I)	LF	2033.00	\$	17.70	\$	35,984.10
46 F&I Sidewalk 4" Thick Reinf Conc	SY	100.00	\$	60.00	\$	6,000.00
47 Rem & Repl Shared Use Path 5" Thick Reinf Conc	SY	22.00	\$	90.00	\$	1,980.00
48 F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	918.00	\$	100.00	\$	91,800.00
49 Casting to Grade - Blvd	EA	3.00	\$	350.00	\$	1,050.00
50 Casting to Grade - no Conc	EA	2.00	\$	400.00	\$	800.00
51 GV Box to Grade - Blvd	EA	1.00	\$	100.00	\$	100.00
52 GV Box to Grade - no Conc	EA	3.00	\$	250.00	\$	750.00
<b>Paving Total</b>					\$	214,661.10
<b>Street Lights</b>						
53 F&I Base 5' Deep Reinf Conc	EA	6.00	\$	1,000.00	\$	6,000.00
54 F&I Conductor #6 USE Cu	LF	2508.00	\$	2.75	\$	6,897.00
55 F&I Innerduct 1.5" Dia	LF	786.00	\$	4.00	\$	3,144.00
56 F&I Luminaire Type A	EA	6.00	\$	375.00	\$	2,250.00
57 F&I Light Standard Type A	EA	6.00	\$	2,800.00	\$	16,800.00
<b>Street Lights Total</b>					\$	35,091.00
<b>Signing</b>						
58 F&I Sign Assembly	EA	3.00	\$	120.00	\$	360.00
59 F&I Sign Assembly & Anchor	EA	4.00	\$	120.00	\$	480.00
60 F&I Diamond Grade Cubed	SF	10.20	\$	25.00	\$	255.00
61 F&I High Intensity Prismatic	SF	13.50	\$	20.00	\$	270.00
<b>Signing Total</b>					\$	1,365.00
<b>Total Construction in \$</b>					\$	<b>676,009.60</b>
				Engineering	10.00%	\$ 67,600.96
				Legal & Misc	3.00%	\$ 20,280.29



Contingency	5.00%	\$	33,800.48
Administration	4.00%	\$	27,040.38
Interest	4.00%	\$	27,040.38
<b>Total Estimated Costs</b>		<b>\$</b>	<b>851,772.10</b>
Cass Rural WUD Funds		\$	174,266.82
Special Assessments		\$	677,505.28
<b>Unfunded Costs</b>		<b>\$</b>	<b>-</b>

IN WITNESS THEREOF, I have hereunto set my hand and seal  
Date: 4/13/2022

  
\_\_\_\_\_  
Tom Knakmuhs  
Assistant City Engineer

