

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, March 21, 2022).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 2nd reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Legacy I Seventh Addition; 1st reading, 3/21/22.
- 2. Receive and file Summons in the matter of David Swanson, as Personal Representative of the Estate of Amy Swanson, deceased vs. Trax Entertainment Group, Ltd. f/k/a Jam Theatricals, Ltd., City of Fargo and Fargo Dome Authority.
- 3. Resolution Establishing Massage Therapy Establishment Requirements and Fee.
- 4. Gaming Site Authorizations Jon Greenley Amvets Post #7 at Amvets and Hi-Ho Burgers and Brews.
- 5. Applications for Games of Chance:
 - a. El Zagal Provost Gaming for a sports pool from 9/22 to 1/23.
 - b. ND Pottery Collectors Society for a raffle on 6/11/22; Public Spirited Resolution.
 - c. Fargo Lions for a sports pool from 9/12/22 to 1/9/23.
 - d. TNT Kid's Fitness for a raffle on 4/7/22.
 - e. YWCA Cass Clay for a raffle on 4/25/22.
 - f. Essentia Health Fargo Foundation for a raffle board on 5/3/22.
 - g. St. John Paul II Catholic Schools for a raffle on 4/30/22.
 - h. Fargo Youth Baseball for a raffle on 4/9/22.
- 6. Purchase of Agenda and Meeting Management Software.
- 7. Bid award for Project No. TM-22-A1.
- 8. Bid advertisement of Project No. FM-22-C.
- 9. Amended Memorandum of Offer to Landowner for Permanent Easement (Levee and Retaining Wall for Flood Control), Permanent Easement (Storm Sewer) and Easement (Temporary Construction Easement) with Jessica L. and Darrell R. Johnson (Project No. FM-19-C).
- 10. Encroachment Agreement with the Dakota Boys and Girls Ranch Foundation.

- Page 2
11. Farm Lease (Oak Grove) with Chad Johnson and Kyle Johnson for property at 5636, 5638, 6054 and 6056 Veterans Boulevard South.
 12. Access Easement (Storm Sewer Easement) with Southeast Cass Water Resource District.
 13. Sole Source Procurement with Automated Maintenance Services, Inc. for 3rd floor janitorial services at City Hall (RFP21014B).
 14. Agreement for Professional Services with KLJ Engineering, LLC for the GTC Elevator Modernization and the Municipal Court Reroofing Projects (SSP22063).
 15. Notice of Grant Award with the ND Department of Emergency Services-Division of Homeland Security for FY 2021 Homeland Security Grant Program (CFDA #97.067).
 16. Sole Source Procurement with Grand Forks Fire Equipment for the purchase of self-contained breathing apparatus, a new fill station and Mako breathing air system (SSP22065 a and b).
 17. Contractor Agreement with SOCO Consulting, LLC and SurryStone Resources, LLC.
 18. Resolution Approving Plat of Industrial Subdivision Number 5.
 19. Bid award for two automated side load refuse trucks (RFP23001).
 20. Bid award for two hook hoist refuse bodies (RFP23002).
 21. Change Order No. 2 for an increase in the amount of \$2,470.00 for the Metro Transit Garage Hoist Installation Project (RFQ21072).
 22. Sole Source Procurement with Filmtec Corporation for the Effluent Reuse Facility Ultrafiltration Membranes (SSP22064).
 23. Agreement for Cost-Share Reimbursement Fargo Regional Water System Distribution Extensions Project with the State of ND through the State Water Commission.
 24. Contract and bond for Project No. UR-21-A1.
 25. Bills.
 26. Amended Engineer's Report for Improvement District No. BN-22-K.
 27. Permanent Easement (Street and Utility) with J-Street Properties, LLC (Improvement District No. BN-22-L1).
 28. Bid awards for the following Improvement Districts:
 - a. No. PR-22-F1.
 - b. No. TN-22-A1.
 29. Create the following Improvement Districts:
 - a. No. BN-22-L.
 - b. No. PN-22-A.
 - c. No. UN-22-M.
 30. Contract and bond for Improvement District No. PR-22-E1.

31. **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).**
32. ***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**
 - a. Metropolitan Park Third Addition (4400 Calico Drive and 4455 30th Avenue South); approval recommended by the Planning Commission on 3/1/22:
 1. Zoning Change from LC, Limited Commercial and MR-3, Multi-Dwelling Residential to MR-3, Multi-Dwelling Residential with a PUD, Planned Unit Development Overlay.
 2. 1st reading of rezoning Ordinance.
 3. Plat of Metropolitan Park Third Addition.
 4. Planned Unit Development Master Land Use Plan.
 - b. Rocking Horse Farm Sixth Addition (5801 52nd Avenue South); approval recommended by the Planning Commission on 2/1/22:
 1. Growth Plan Amendment on the proposed Rocking Horse Farm Sixth Addition from Commercial to Public and Institutional.
 2. Zoning Change from AG, Agricultural to P/I, Public and Institutional.
 3. 1st reading of rezoning Ordinance.
 4. Plat of Rocking Horse Farm Sixth Addition.
 - c. Application filed by Dakota Specialty Milling, Inc. for a Payment in Lieu of Tax Exemption for a project to be located at 1430 41st Street North which the applicant will use for an addition to the existing building to expand their operation, which includes agricultural processing.
33. Recommendation to approve the Credit Agreement with Bank of North Dakota for financing associated with the local cost-share for Series C work on the Red River Valley Water Supply Project.
34. Recommendation to authorize appropriate staff to negotiate an agreement with the ND Soybean Processors and Cass Rural Water Users District for water and wastewater services.
35. Recommendation to amend the Master Services Agreement with Innowatts, Inc. for the development and operation of an ICRSR Plan and Carbon Dashboards for City Facilities.
36. Update on Affordable Housing Properties.
37. Recommendation to accept the offer from the Kilbourne Group for the purchase of 419 3rd Street North and to direct staff to draft a Development Agreement.
38. Applications for Property Tax Exemptions for Improvements Made to Buildings:
 - a. David and Brittany Piper, 2825 Maple Street North (5 year).
 - b. Shaun Anderson and Jasmine Swinland, 1524 11th Avenue South (5 year).
 - c. James and Caryn Neary, 2915 32nd Street South (5 year).
39. Appointments to the Community Development Committee.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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ORDINANCE NO. _____

1 AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
2 LYING IN LEGACY I SEVENTH ADDITION
3 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

4 WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the
5 City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain
6 parcels of land lying in the proposed Legacy I Seventh Addition to the City of Fargo, Cass County,
7 North Dakota; and,

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning
9 request on January 4, 2022; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on March 21,
11 2022,

12 NOW, THEREFORE,

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

14 Section 1. The following described property:

15 All of Legacy I Seventh Addition to the City of Fargo, Cass County, North Dakota;

16 is hereby rezoned from "SR-4", Single-Dwelling Residential, District to "GO", General Office,
17 District with a "C-O", Conditional Overlay, District as follows:

18 1. This Conditional Overlay is intended to provide for a higher quality of design than is
19 afforded by the City of Fargo Land Development Code regarding future commercial and
20 residential development within the described property.

21 2. All primary buildings shall be constructed or clad with materials that are durable,
22 economically-maintained, and of a quality that will retain their appearance over time,
23 including, but not limited to, natural or synthetic stone; brick; stucco; integrally-colored,
textured or glazed concrete masonry units; high-quality pre-stressed concrete systems;
EIFS (exterior insulation finishing system), glass, metal panes similar to 'Aluco Bond'

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 and synthetic panels similar to 'Trespa'. Natural wood or wood paneling shall not be used
2 as a principal exterior wall material, but durable synthetic materials with the appearance
3 of wood may be used. Horizontal metal lap siding and vertical metal batten shall be
4 allowed on residential and commercial structures but shall not exceed 75 percent of the
5 building elevation for residential structures and 50 percent for commercial structures.

6 3. All building façades greater than 150 feet in length, measured horizontally, shall
7 incorporate wall plane projections or recesses having a depth of at least three (3) percent
8 of the length of the façade and extending at least 20 percent of the length of the façade.
9 No uninterrupted length of any façade shall exceed 150 horizontal feet. An articulated
10 façade would emphasize elements on the face of a wall including change in setback,
11 materials, roof pitch or height.

12 4. Ground floor façades that face public streets shall have arcades, display windows,
13 entry areas, awnings, variation of material type that projects at least six (6) inches in
14 plane or other such features along no less than 50 percent of their horizontal length. If the
15 façade facing the street is not the front, it shall include similar features and/or
16 landscaping features in scale with the façade that shall include a variety of trees and
17 shrubs types and sizes within fifteen (15) feet of the building façade.

18 5. Flat roofs and rooftop equipment, such as HVAC units, shall be totally screened when
19 viewing angle is from the finish floor elevation, measured 150 feet from the exterior wall
20 or provided with a parapet or screening wall half the height of the equipment, including
21 but not limited to the back of the structure.

22 6. Loading and/or services areas/facilities shall be located at the side or rear of buildings
23 and screened from public streets by structures and/or landscaping, with a minimum
opacity of 50 percent.

7. Dumpsters and outdoor storage areas must be completely screened from view. Collection area enclosures shall contain permanent walls on at least three (3) sides. The fourth side shall incorporate a metal gate to visually screen the dumpster or compactor; however, if the service side does not face any public right of way or residentially zoned property the metal gate shall not be required.

8. Separate vehicular and pedestrian circulation systems shall be provided. An on-site system of pedestrian walkways shall be designed to provide direct access and connections

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ORDINANCE NO. _____

to and between the following:

- 1 a) the primary entrance or entrances to each commercial building, including pad
- 2 site buildings;
- 3 b) any sidewalks or walkways on adjacent properties that extend to the boundaries
- 4 shared with the commercial development;
- 5 c) parking areas or structures that serve such primary buildings;
- 6 d) connections between the on-site (internal) pedestrian walkway network and any
- 7 public sidewalk system located along adjacent perimeter streets shall be provided
- 8 at regular intervals along the perimeter street as appropriate to provide easy access
- 9 from the public sidewalks to the interior walkway network;
- 10 e) any public sidewalk system along the perimeter streets adjacent to the
- 11 commercial development; and
- 12 f) where practical and appropriate, adjacent land uses and developments,
- 13 including but not limited to residential developments, retail shopping centers,
- 14 office buildings.

15 9. The cumulative open space (green space) of each property shall consist of at least ten

16 (10) percent of the total property acreage.

17 10. On-premise signs.

- 18 a) Every structure and complex should be designed with a precise concept for
- 19 adequate signing. Provisions for sign placement, sign scale in relationship with
- 20 the building, and sign readability should be considered in developing the signing
- 21 concept.
- 22 b) Signage size, color, and form should complement the architecture of the
- 23 building and should not compete with or become the focal point of the building
- 24 form.
- 25 c) Signage must not extend vertically or horizontally past the building.
- 26 d) Signage text should be legible from arterial streets; use of recognizable
- 27 imagery can be substituted for legibility of text. Sign should not be larger than
- 28 necessary to achieve this legibility from the street.
- 29 e) Sign surface areas must be less than ten (10) percent of the building surface.
- 30 f) Signs should be located above first floor doors and windows, on awnings, or
- 31 adjacent to building entrances if mounted on a wall.
- 32 g) Corporate logos should be appropriately scaled.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- h) Separate pedestrian-oriented signs should be provided when pedestrians cannot see the façade signage which is oriented to the street.
- 1 i) Each development site should be appropriately signed to give directions to
- 2 loading and receiving areas, visitor parking, and other special areas.
- 3 j) Multi-tenant buildings or developments may have one monument or ground
- 4 mounted sign per street frontage listing all of the tenants. Monument or ground-
- 5 mounted signs for individual businesses in multi-tenant buildings or
- 6 developments are prohibited. Monument-type signs are the preferred alternative
- 7 for business identification whenever possible.
- 8 k) Signs should advertise a specific building or business, not products,
- 9 trademarks, or special events.
- 10 l) Window signs used for shop fronts or mixed-use buildings are permitted,
- 11 provided that the aggregate total of all window signs for each business shall not
- 12 exceed 25 percent of its respective window area.

11. Prohibited Signage.

- 13 a) Pole or pylon sign--A sign that is mounted a freestanding pole or pylon placed
- 14 in the ground.
- 15 b) Billboards – a sign advertising products not made, sold, used or served on the
- 16 premises displaying the sign or that conveys an informational or ideological
- 17 message.
- 18 c) Fence Signs – a sign affixed in any way to or painted on a fence.
- 19 d) Off Site Sign – a sign directing attention to a business commodity, service,
- 20 product, or property not located, sold or conducted on the same property or site as
- 21 that on which the sign is located.
- 22 e) Pennant – a flag tapering to a point usually strung together by line or rope.
- 23 f) Portable Sign – any sign designed to be moved easily and not permanently
- affixed to the ground or to a structure or building.
- g) Roof Sign – a sign erected above the highest point of a flat roof or mounted on
- a gable pitched or hipped roof.
- h) Vehicular Sign – a sign or business identification affixed to any vehicle,
- including but not limited to automobiles, trucks, tractors, trailers, wagons, carts,
- manufactured homes and similar vehicles and their accessories.
- i) Exterior Window Sign – means any sign painted or applied to the
- interior/exterior of the window of a tenant.

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

12. The following uses in the GO, "General Office", District are prohibited:

- a) Commercial Parking; and
- b) Off-premise advertising.

Section 3. 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.

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

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

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CITY ATTORNEY

Nancy J. Morris

ASSISTANT CITY ATTORNEYS

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

②

March 31, 2022

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

RE: David Swanson, as Personal Representative of the Estate of Amy Swanson, deceased vs. Trax Entertainment Group, Ltd. f/k/a Jam Theatricals, Ltd., City of Fargo, and Fargo Dome Authority

Dear Commissioners,

Please find attached for receive and file a Summons and Complaint in the David Swanson, as Personal Representative of the Estate of Amy Swanson, deceased vs. Trax Entertainment Group, Ltd. f/k/a Jam Theatricals, Ltd., City of Fargo, and Fargo Dome Authority litigation matter.

SUGGESTED MOTION: I move to receive and file the following Summons and Complaint relating to David Swanson, as Personal Representative of the Estate of Amy Swanson, deceased vs. Trax Entertainment Group, Ltd. f/k/a Jam Theatricals, Ltd., City of Fargo, and Fargo Dome Authority.

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

Sincerely,



Nancy J. Morris

NJM/lmw
Enclosures

IN DISTRICT COURT, COUNTY OF CASS, STATE OF NORTH DAKOTA

David Swanson, as Personal Representative of the Estate of Amy Swanson, deceased,	Civil No.:
Plaintiff,	
v.	SUMMONS
Trax Entertainment Group, Ltd. f/k/a Jam Theatricals, Ltd., City of Fargo, and Fargo Dome Authority,	
Defendants.	

THE STATE OF NORTH DAKOTA TO THE ABOVE-NAMED DEFENDANTS:

[¶1] YOU ARE HEREBY SUMMONED and required to appear and defend against the Complaint in this action, which is herewith served upon you, by serving upon the undersigned an Answer or other proper response within twenty-one (21) days after the service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

Dated this 23rd day of March, 2022.

O'KEEFFE O'BRIEN LYSON LTD.



 TIMOTHY O'KEEFFE (ND ID. #05636)
 TATUM O'BRIEN (ND ID. #05985)
 SARA MONSON (ND ID. #06962)
 720 Main Avenue
 Fargo, ND 58103
 Phone: (701) 235-8000
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IN DISTRICT COURT, COUNTY OF CASS, STATE OF NORTH DAKOTA

<p>David Swanson, as Personal Representative of the Estate of Amy Swanson, deceased,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>Trax Entertainment Group, Ltd. f/k/a Jam Theatricals, Ltd., City of Fargo, and Fargo Dome Authority,</p> <p style="text-align: center;">Defendants.</p>	<p>Civil No.:</p> <p style="text-align: center;">COMPLAINT</p>
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[¶1] COMES NOW, the Plaintiff David Swanson, as Personal Representative of the Estate of Amy Swanson, deceased, and for his cause of action against the Defendants Trax Entertainment Group, Ltd. f/k/a Jam Theatricals, Ltd., City of Fargo, and Fargo Dome Authority, alleges and states as follows:

[¶2] At all times material herein, Amy Swanson was a resident of the City of Mapleton, in Cass County, North Dakota. Amy passed away on January 30, 2021.

[¶3] Plaintiff David Swanson is a resident of the City of Fort Pierre, County of Stanley, South Dakota.

[¶4] Upon information and belief, Defendant Trax Entertainment Group, Ltd. f/k/a Jam Theatricals, Ltd. is a domestic corporation that was active on April 3, 2019 and transacted business in the State of North Dakota. Its principal place of business was located in the City of Chicago, Cook County, Illinois. It was voluntarily dissolved on December 30, 2020.

[¶5] Upon information and belief, Defendant City of Fargo is a municipality located within the County of Cass, North Dakota.

[¶6] Upon information and belief, Defendant Fargo Dome Authority is a board established by the City of Fargo, that has the power to construct, maintain, and manage the FargoDome.

[¶7] The incident upon which this Complaint is based occurred in the City of Fargo, Cass County, North Dakota.

[¶8] This Court has jurisdiction over the above-named parties and over the subject matter of this action.

[¶9] On April 3, 2019, Amy Swanson and her husband went to the FargoDome to attend "The Sound of Music" production by Defendant Trax Entertainment Group, Ltd. f/k/a Jam Theatricals, Ltd.

[¶10] The lights were dark when they were trying to find their seats.

[¶11] Due to the poor lighting conditions on the stairs, Amy tripped and fell.

[¶12] There was an agreement between the City of Fargo, Fargo Dome Authority, and Trax Entertainment Group, Ltd. f/k/a Jam Theatricals, Ltd. that the latter would provide a policy of insurance for the event naming the City of Fargo and Fargo Dome Authority as an additionally insured.

[¶13] The negligence of Trax Entertainment Group, Ltd. f/k/a Jam Theatricals, Ltd., City of Fargo, and Fargo Dome Authority was a direct and proximate cause of the fall on or about April 3, 2019, which ultimately resulted in serious and painful bodily injury to Amy Swanson.

[¶14] As a direct and proximate result of the fall, Amy Swanson suffered bodily injuries, including but not limited to her arm, head, face and hip.

[¶15] As a further direct and proximate result of said injuries, Amy Swanson incurred economic damages in excess of \$117,000, the full extent to be proven at trial.

[¶16] As a further direct and proximate result of said injuries, Amy Swanson suffered non-economic damages including pain, inconvenience, physical impairment, mental anguish, and emotional distress.

[¶17] Plaintiff is the personal representative of the Estate of Amy Swanson, and properly continues this cause of action on behalf of the decedent pursuant to N.D. Cent. Code § 30.1-18-03(3).

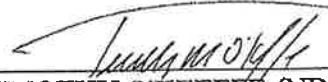
[¶18] **WHEREFORE**, Plaintiff David Swanson, as Personal Representative of the Estate of Amy Swanson, deceased, prays for judgment against Defendants Trax Entertainment Group, Ltd. f/k/a Jam Theatricals, Ltd., City of Fargo, and Fargo Dome Authority, and requests the Court enter judgment as follows:

1. For recovery of reasonable damages in an amount in excess of \$50,000 for non-economic damages as allowed by North Dakota law.
2. Recovery of reasonable damages an amount in excess of \$117,000 for economic damages.
3. Recovery of costs and disbursements of this action.
4. Interest.
5. For such other and further relief as the Court may deem just and equitable.

A TRIAL BY JURY IS OF NINE (9) HEREBY DEMANDED.

Dated this 23rd day of March, 2022.

O'KEEFFE O'BRIEN LYSON LTD.



TIMOTHY O'KEEFFE (ND ID. #05636)

TATUM O'BRIEN (ND ID. #05985)

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CITY ATTORNEY
Nancy J. Morris

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

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March 31st, 2022

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

RE: A Resolution Establishing Massage Therapy Establishment Requirements and Fee

Dear Commissioners,

Enclosed for your approval is a Resolution establishing Massage Therapy Establishment Requirements (hereinafter "Requirements") and an associated license fee for massage therapy establishments. As you recall, the Board of City Commissioners enacted Article 13-18 of the Fargo Municipal Code relating to massage therapy establishments on December 13th, 2021. The Requirements were presented along with the Ordinance, which were also approved by the Board in December. There have been no substantive changes to the Requirements, as presented today, from what was previously approved by the Board.

Sections 13-1802 and 13-1805 of the Fargo Municipal Code authorizes the Board of City Commissioners to adopt certain regulations creating minimum standards for massage therapy establishments as well as the amount of an initial license fee. As such, I am remitting to you for your approval, a Resolution establishing the Requirements and associated license fee for massage therapy establishments.

Suggested Motion: I move to approve the Resolution Establishing the "Massage Therapy Establishment Requirements" and associated license fee to be applied in accordance with the Massage Therapy Establishment Ordinance previously adopted, and authorize the Mayor to sign the same.

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

Sincerely,



Alissa R. Farol
Assistant City Attorney

Enc.

cc: Grant Larson, Director of Environmental Health

COMMISSIONER _____ introduced the following resolution and moved its adoption:

RESOLUTION ESTABLISHING MASSAGE THERAPY ESTABLISHMENT REQUIREMENTS AND FEE

WHEREAS, the Board of City Commissioners of the city of Fargo have deemed it necessary and appropriate to approve and adopt an ordinance regulating massage therapy establishments, codified at Article 13-18 of the Fargo Municipal Code; and

WHEREAS, Sections 13-1802 and 13-1805 of the Fargo Municipal Code authorizes the Board of City Commissioners to adopt certain regulations creating minimum standards for massage therapy establishments as well as the amount of an initial license fee; and

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF CITY COMMISSIONERS,

1. The attached Massage Therapy Establishment Requirements are hereby adopted by reference and fully incorporated herein; and
2. The Massage Therapy Establishment Fee shall be in the amount of \$100.00 per year.

Dated this ____ day of _____, 2022.

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

ATTEST:

Steven Sprague, City Auditor

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



Requirements for Massage Therapy Establishments

**Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103-2367**

CITY OF FARGO REQUIREMENTS FOR MASSAGE THERAPY ESTABLISHMENTS

A. Purpose.

The purpose of the following requirements for massage therapy establishments is to ensure facilities are sanitary and well-maintained, and to protect the health, safety, and general welfare of the community pursuant to Article 13-18 of the Fargo Municipal Code.

B. Background.

The City of Fargo determined the need to implement requirements and licensing for massage therapy establishments based on the following:

- (1) North Dakota Administrative Code 49-03 defines the requirements for massage therapy establishments, located in North Dakota, but the governing body, the North Dakota Board of Massage Therapy (NDBMT), does not license individual massage therapy establishments;
- (2) The NDBMT directs any individual(s) wishing to start their own massage practice to contact local jurisdiction for ordinances and guidelines associated with a new massage therapy establishment;
- (3) Local implementation of these requirements will fulfill the “gap” in licensing requirements specifically for massage therapy establishments as well as provide a means to conduct annual sanitation inspections;
- (4) The NDBMT only has the ability to take action against licensed individuals, not establishments, and has limited jurisdiction or authority over unlicensed individuals;
- (5) Individual massage therapists licensed by the NDBMT have received standardized training in massage therapy, health, and hygiene, and are equipped to provide a legitimate service to the public;
- (6) Health and sanitation requirements governing massage therapy establishments are meant to reduce the possible spread of communicable diseases and promote overall health and sanitation; and
- (7) Communities who have implemented requirements for massage therapy establishments have addressed illicit activity through their licensing procedures.

C. Definitions.

The following terms used within these requirements shall be defined as follows:

- (1) “Massage” means the practice of massage therapy by the manual application of a system of structured touch to the soft tissues of the human body, including:
 - a. Assessment, evaluation, or treatment;
 - b. Pressure, friction, stroking, rocking, gliding, kneading, percussion, or vibration;
 - c. Active or passive stretching of the body within the normal anatomical range of movement;
 - d. Use of manual methods or mechanical or electrical devices or tools that mimic or enhance the action of human hands;
 - e. Use of topical applications such as lubricants, scrubs, or herbal preparations; and
 - f. Use of hot or cold applications.

Except as provided in this chapter, “massage” does not include diagnosis or other services that require a license to practice medicine or surgery, osteopathic medicine, chiropractic, occupational therapy, physical therapy, or podiatry and does not include services provided by professionals who act under their state-issued professional license, certification, or registration.

- (2) “Massage therapy establishment” means any person as defined in this article, holding itself out as providing massage therapy services to the public for a fee or other form of remuneration. The term shall not include the following activities:
 - a. Any individual who provides massage therapy in the dwelling unit in which the individual resides, provided that all of the following conditions are met:
 - i. no more than 25 percent of the floor area of the dwelling unit is used as a place of work;
 - ii. no employees of the resident come to the dwelling unit site;
 - iii. no more than four (4) customers per day or more than twelve (12) customers per week come to the dwelling unit site;
 - iv. massage therapy services are limited to hours of 7:00 a.m. to 9:00 p.m.; and
 - v. no more than one (1) customer is permitted on the dwelling unit site at any given time.
 - b. Schools that furnish massage services to their student athletes;
 - c. Any student of a school of massage who is practicing massage in the course of fulfilling a required massage therapy practicum under the direct supervision of a licensed massage therapist or in the course of participating

in a school-supervised student massage clinic under the direct supervision of a licensed massage therapist, a school may charge a fee and students may accept tips under a policy set by the school. Students may practice homework unsupervised on other students, family or friends, but no fee or tip may be charged or accepted. These massages may only be performed at the school or at the residence of the student, family member, or friend;

- d. Any individual who is engaged in a profession or occupation for which the individual is licensed by this state, as long as the individual's activities are performed in the course of a bona fide practice of the individual's profession or occupation and as long as the individual does not represent to the public that the individual is a massage therapist or is engaged in the practice of massage and does not perform massage while working in a massage therapy establishment;
 - e. A health spa or similar business to the extent the spa or business is performing superficial applications used for beautification or health of the skin, including salt glows and contouring;
 - f. Any individual instructor demonstrating massage techniques as a component of a board-approved seminar; and
 - g. Any individual practicing healing by manipulating the energy field or the flow of energy of the human body by means other than the manipulation of the soft tissues of the body, provided that the individual's services are not designated or implied to be massage or massage therapy. For purposes of this subsection, a light touch or tap is not a manipulation of the soft tissues of the human body.
- (3) "Person" means any individual, partnership, corporation or limited liability company or other lawful business entity.
 - (4) "Massage therapist" means an individual licensed to practice massage by the board.
 - (5) "Board" means the North Dakota Board of Massage Therapy.
 - (6) "Public health department" means Fargo Cass Public Health or any representative thereof.

D. Licensure Qualifications.

The following are licensing requirements pursuant to Article 13-18 of the Fargo Municipal Code:

- (1) Massage therapy establishment license – No person shall operate a massage therapy establishment without first applying for and obtaining a license issued by the public health department. The applicant does not need to be licensed as a massage therapist if they do not administer massage services to the public.
- (2) Massage therapist license - It shall be unlawful for any massage therapy establishment to employ anyone other than a duly-licensed massage therapist to administer one or more massages on the licensed premises. It shall be the responsibility of the massage therapy establishment to provide proof of each massage therapist's licensure from the Board, upon request.

E. Application for Massage Therapy Establishment License.

A massage therapy establishment shall submit an application for a license to the public health department on a form provided by the public health department, along with payment of a required license fee.

F. Issuance of Massage Therapy Establishment License.

- (1) License Periodicity – The license hereof shall be issued annually, January 1, by the director of public health. All licenses issued under Article 13-18 of the Fargo Municipal Code, unless otherwise specifically provided, shall terminate on December 31 following the date of issuance.
- (2) License Fee – There will be a fee associated with the massage therapy establishment license. License fees and fees for renewal thereof shall be established by resolution of the board of city commissioners.
- (3) License Display – A license issued pursuant to Article 13-18 of the Fargo Municipal Code shall be displayed in a conspicuous location in the massage therapy establishment for which the license is issued.
- (4) Non-transferrable – Each license will only be issued to the approved applicant and is non-transferrable.
- (5) Inability to reapply for licensure after revocation – If the holder of a massage therapy establishment license has the license revoked, they may not reapply for a new license.

G. General License Restrictions.

Each license issued pursuant to Article 13-18 of the Fargo Municipal Code will include the following restrictions:

- (1) Prohibited massages – A massage therapist must not intentionally massage or offer to massage the penis, scrotum, mon veneris, vulva, or vaginal area of an individual.
- (2) Business hours – No customers or patrons are allowed to enter the licensed facility before 5:00 am or after 10:00 pm daily. Additional hours may be allowed if they are coordinated and approved by the public health department.
- (3) Advertising – Any advertising by a licensee, or representative of the licensee, displaying potentially unlawful, misleading, sexually explicit, obscene, or erotic conduct associated with the massage therapy establishment shall be prohibited.
- (4) Responsible for conduct – A licensee shall be responsible for the conduct of the business being operated in compliance with all applicable laws and ordinances, including the actions of any employee or agent of the licensee on the licensed premises.

H. Individuals Ineligible for Massage Therapy Establishment Licensure.

Applicants for a massage therapy establishment license may be denied a license based on any of the following circumstances:

- (1) The applicant is not 18 years of age or older;
- (2) The applicant has been convicted of a crime directly related to the occupation;
- (3) The applicant has been associated with a massage license that was denied;
- (4) The applicant is not a citizen of the United States or resident alien, or is legally prohibited from working in the United States;
- (5) The facility described in the application does not meet the definition of a massage therapy establishment as defined in in these requirements and Article 13-18 of the Fargo Municipal Code;
- (6) The location and proposed use of the massage therapy establishment is in conflict with the City of Fargo's Land Development Code;
- (7) The proposed use of the massage therapy establishment is in conflict with the Fargo Municipal Code or the laws of North Dakota;

- (8) The applicant is the spouse or close relative of a person whose massage-related license has been denied, suspended or revoked at any time;
- (9) The applicant has allowed a massage therapy establishment license to expire or has surrendered a massage therapy establishment license. In that case, the application shall be treated the same, at the sole discretion of the director of public health as an application for a new license, subject to all ordinance regulations and review processes.

I. Inspections of Massage Therapy Establishments.

The director of public health, chief of police, or any officer of the health or police department may, at any time, enter upon any licensed premises for the purpose of a health inspection or to determine whether the licensed premises are in compliance with any and all ordinances of the city. Any attempt to restrict or refuse access to the director of public health, chief of police, or any officer of the health or police department from conducting an inspection may lead to suspension, revocation, or a nonrenewal of said license in addition to criminal penalties provided by law. Inspections and/or investigations may be conducted in a manner authorized by law, when necessary, to determine if the applicant or licensee meets the qualifications pursuant to Article 13-18 of the Fargo Municipal Code. Massage therapy establishments must comply with the following requirements:

- (1) The portion of a massage therapy establishment in which a massage is provided, and any waiting room and hallway leading to that area, must be in a safe, clean, and sanitary condition;
- (2) A valid massage therapy establishment license, issued by the public health department, shall be prominently displayed in the facility;
- (3) The massage therapy establishment licensee shall identify themselves, along with each massage therapist offering procedures within the facility, by providing a current and valid ID;
- (4) A valid and current license for each massage therapist shall be located on-site and available for review;
- (5) Walls, floors, and ceilings shall be maintained in a clean condition;
- (6) Any mirrors and windows in the massage therapy establishment will be positioned or covered in a manner to maintain the privacy of the person receiving the massage at all time during the massage and while the client is dressing and undressing;
- (7) Massage therapists must provide draping and treatment in a way that ensures the personal safety, comfort, and privacy of the client;

- (8) Massage therapists are responsible for maintaining all equipment and supplies in good working order in accordance with manufacturer's instruction;
- (9) Toilet rooms for employees and patrons must be convenient, accessible, include hot and cold running water, hand soap, and disposable hand towels. Toilet rooms must include clean fixtures and at least one covered waste receptacle;
- (10) Massage therapists must wash their hands and arms with soap and water, anti-bacterial scrubs, alcohol, or other disinfectants prior to and following each massage service;
- (11) All tools, instruments, implements, and equipment must be clean and disinfected before use on a client;
- (12) Cabinets, drawers, and containers used for storage of tools, equipment, instruments, and towels/linens must be clean;
- (13) Massage tables, chairs, or other furniture where massages are performed shall be non-absorbent, disinfected after each massage, and covered by either clean linens or single service paper;
- (14) All linens, coverings, sheets, towels, and pillow casings must be properly cleaned before coming into contact with a client;
- (15) All liquids, creams, and other products must be kept in clean, closed containers. Original product bottles and containers must have an original manufacturer label disclosing its contents. All products used on a client must be dispensed by a spatula, scoop, spoon, squeeze bottle, pump, dropper, or similar dispenser, so the remaining product is not contaminated. Unused products applied to one client must be disposed of and not used on another client;
- (16) The massage therapy establishment shall be maintained in good repair and in a sanitary condition, and steps must be taken to prevent the spread of infections and communicable diseases;
- (17) Premises shall be free of litter, insects, rodents, animals, unnecessary articles, and unauthorized personnel;
- (18) No tobacco or smoking, which includes the use of e-cigarettes or any electronic smoking or vaping devices, shall be allowed inside the Massage Therapy Establishment or within 20 feet of all entrances;

- (19) It is unlawful for a massage therapy establishment, unless properly licensed by the city of Fargo, to provide alcohol to a client and neither the owner, operator, massage therapist, or patrons shall be under the influence of illegal drugs; and
- (20) The massage therapy establishment shall not contain or allow the use of sleeping quarters or living spaces of any kind intended for habitation, including but not limited to beds, cots, or mattresses.

J. Non-renewal, Suspension, or Revocation of License, Immediate Suspension of License and Appeal Process.

Please refer to Article 13-18 of the Fargo Municipal Code for the processes associated with the non-renewal, suspension, and/or revocation of a license, immediate suspension of a license, and the appeal process.



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

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

Full, Legal Name of Gaming Organization **Jon Greenley Amvets Post # 7**

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 Amvets			
Street 1001 1st Ave S.	City Fargo	ZIP Code 58103	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) West Wall - Where Alcohol can be Served			
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 type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input checked="" type="checkbox"/> Sports Pools
<input checked="" type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input 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 type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

Office of Attorney General
 Licensing Section
 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)

46

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

Full, Legal Name of Gaming Organization **Jon Greenley Amvets Post # 7**

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 Hi - Ho Burgers & Brews			
Street 3051 25th St S	City Fargo	ZIP Code 58103	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 <u>and</u> played at the site (required) South Wall - South Addition Bar Side			
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 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 type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input 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 type="checkbox"/> Paddlewheel Table
<input type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

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

INSTRUCTIONS:

1. City/County-Retain a **copy** of the Site Authorization for your files.
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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



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9338 (09-2021)

✓1503
 3/28/22

500

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

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

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

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

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

Name of Organization or Group of People permit is issued to El Zagal Provost Gaming		Dates of Activity TBA 9/22 - 1/23		If raffle, provide drawing date	
Organization or Group Contact Person Scott Schafer		Title or Position Chairman		Telephone Number 701-298-3725	
Business Address 704 28th St S		City Fargo		State ND	ZIP Code 58103
Mailing Address (if different)		City		State	ZIP Code
Site Name (where gaming will be conducted) El Zagal Shrine Arabian Room					
Site Address 1429 3rd St. N		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
Sports Board	Payout is \$325/qrt and \$100 on Final for each of 17 games	\$325.00/game
Add Row	Delete Row	
100 sqrs sold at \$70 ea each buyer has the same square for all each Vikings game.		
Total (limit \$40,000 per year)		\$5,525.00

Intended Uses of Gaming Proceeds *Transportation Fund*

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

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

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

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

Organization or Group Contact Person

Name Scott Schafer	Title Chairman	Telephone Number 701-298-3725	E-mail Address scott@slcomp.com
Signature of Organization or Group's Top Official <i>[Signature]</i>		Title Chairman	Date 3-28-2022



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

2039
 3/28/22

56

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 POTTERY COLLECTORS SOCIETY (NDPCS)</i>		Dates of Activity <i>- 22</i>	If raffle, provide drawing date <i>11 JUNE 2022</i>	
Organization or Group Contact Person <i>ROSE ANN GOERGER</i>		Title or Position <i>TRES</i>	Telephone Number <i>701-238-3896</i>	
Business Address <i>701-3RD STE. HORACE</i>		City <i>HORACE</i>	State <i>ND</i>	ZIP Code <i>58047</i>
Mailing Address (if different) <i>PO BOX 249</i>		City <i>"</i>	State <i>"</i>	ZIP Code <i>"</i>
Site Name (where gaming will be conducted) <i>HOLIDAY INN</i>				
Site Address <i>3803-13TH AVE S.</i>		City <i>FARGO</i>	ZIP Code <i>58103</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 TICKETS</i>	<i>POTTERY ITEMS</i>	<i>500.00</i>

Total (limit \$40,000 per year) *500.00*

Intended Uses of Gaming Proceeds
EDUCATION, SEMINARS

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>ROSE ANN GOERGER</i>	Title <i>TRES</i>	Telephone Number <i>701-238-3896</i>	E-mail Address <i>RGOERGER@POL.COM</i>
Signature of Organization or Group's Top Official <i>Rose Ann Goerger</i>		Title <i>TRES</i>	Date <i>March 23, 2022</i>



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

(50)

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

Games to be Conducted
 Bingo Raffle Raffle Board Calendar Raffle Sports Pool ^{calendar} 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 Fargo Lions		Dates of Activity 9-12-22 to 1-9-23		If raffle, provide drawing date	
Organization or Group Contact Person Trent Freier		Title or Position Treasurer		Telephone Number 701-226-1475	
Business Address PO Box 21		City Fargo		State ND	ZIP Code 58102
Mailing Address (if different)		City		State	ZIP Code
Site Name (where gaming will be conducted) Radisson Hotel					
Site Address 200 N 5th St		City Fargo		ZIP Code 58102	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Sports pool	Cash	\$10,200.00
	Monday Night Football (NFL) calendar sports pool	
	Cash prize of \$50 each game per board	
	17 games in season for total prizes of \$850	
	per board set (book) sold	
	Maximum sets of book of 12 for maximum prize	
	payments of \$10,200 (12 winners per week X 17 weeks	
	X \$50 prize each week = \$10,200)	
Total (limit \$40,000 per year)		10,200.00

Intended Uses of Gaming Proceeds
Lions Club Charitable programs -- eye exams & eye glasses

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 *for those without insurance coverage*

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 Kate Lea	Title President	Telephone Number 701 3889605	E-mail Address Katelea@me.com
Signature of Organization or Group's Top Official 		Title President	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)

5d

25.00
 3/29/22

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 TNT Kids Fitness	Dates of Activity April 7, 2022	If raffle, provide drawing date April 7, 2022	
Organization or Group Contact Person Kim Pladson	Title or Position CEO & President	Telephone Number 701-551-5000	
Business Address 2800 Main Ave	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code

Site Name (where gaming will be conducted)
Holiday Inn

Site Address 5803 13th Ave S	City Fargo	ZIP Code ND	County 58103
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Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	Signed New York Jets Football	\$75
Raffle	Signed New York Jets Jersey	\$2000
Raffle	\$1000 Gift Card	\$1000
Raffle	\$500 Gift Card	\$500

Total (limit \$40,000 per year) **\$3575.00**

Intended Uses of Gaming Proceeds

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)
 Yes 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: **\$1060** (This amount is part of the total prize limit of \$40,000 per year)

Organization or Group Contact Person			
Name Kim Pladson	Title CEO & President	Telephone Number 701-551-6000	E-mail Address Kim@tntkidsfitness.org
Signature of Organization or Group's Top Official <i>Kim Pladson</i>		Title President/CEO	Date 3/29/22



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

25.00
 CC
 3-30-22

(5e)

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 YWCA Cass Clay	Dates of Activity 04/25/2022	If raffle, provide drawing date 04/25/2022	
Organization or Group Contact Person Erin Prochnow	Title or Position CEO	Telephone Number 701-232-2547	
Business Address 4650 38th Ave S	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Delta by Marriott			
Site Address 1635 42nd Street SW	City Fargo	ZIP Code ND	County 58103

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	Page (1-2) Jewelry	\$250.00
Raffle	Suite Shots VIP Suites	\$250.00
Raffle	Dinner for Four	\$250.00
Raffle	Jewelry Set	\$329.00
Raffle	In-Home Dining Experience for Six	\$800.00
Raffle	Hotel Stay and \$50 Gift Card	\$250.00
Raffle	Golf Lessons and \$100 Gift Card	\$260.00

Raffle Wine Cabinet 400.00

Total (limit \$40,000 per year)	\$2,789.00
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Intended Uses of Gaming Proceeds
 All proceeds benefit YWCA emergency shelter programs and operations.

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 Erin Prochnow	Title CEO	Telephone Number 701-232-2547	E-mail Address eprochnow@ywcacassclay.org
Signature of Organization or Group's Top Official 		Title CEO	Date 5/30/22



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

5f

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>Essentia Health Fargo Foundation</i>	Dates of Activity <i>5/3/22</i>	If raffle, provide drawing date <i>5/3/22</i>	
Organization or Group Contact Person <i>Liam Perleberg</i>	Title or Position <i>Director</i>	Telephone Number <i>701-293-0495</i>	
Business Address <i>5000 32nd Ave S</i>	City <i>Fargo</i>	State <i>ND</i>	ZIP Code <i>58103</i>
	City	State	ZIP Code

Where gaming will be conducted)
Holiday Inn

Site Address <i>3803 13th Ave S</i>	City <i>Fargo</i>	ZIP Code <i>58103</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 Board</i>	<i>Grill</i>	<i>\$900</i>
<i>Raffle Board</i>	<i>Pizza Oven (Outdoor)</i>	<i>\$600</i>
<i>Head's-Tails</i>	<i>Schect's Gift Card</i>	<i>\$500</i>
<i>Head's-Tails</i>	<i>Handmade Quilt</i>	<i>\$500</i>

Total (limit \$40,000 per year) *\$2,500*

Intended Uses of Gaming Proceeds *Foundation uses 100% of funds to support patient-focused projects*

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: *\$1,145* (This amount is part of the total prize limit of \$40,000 per year)

Our event had to move to August due to Covid - otherwise was going to be in Spring

Organization or Group Contact Person			
Name <i>Liam Perleberg</i>	Title <i>Director</i>	Telephone Number <i>701-293-0495</i>	E-mail Address <i>pamela.perleberg@essentiahealth.org</i>
Signature of Organization or Group's Top Official <i>Susan Omdalen</i>		Title <i>Executive Director</i>	Date <i>3-29-22</i>



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

25.00
3-31-22 ✓

598

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 St. John Paul II Catholic Schools		Dates of Activity April 30, 2022		If raffle, provide drawing date April 30, 2022	
Organization or Group Contact Person Liz Bassett		Title or Position Special Events Coord.		Telephone Number 701-893-3242	
Business Address 5600 25th Street S		City Fargo		State ND	ZIP Code 58104
Mailing Address (if different)		City		State	ZIP Code
Site Name (where gaming will be conducted) Fargo Holiday Inn					
Site Address 380 13th Ave. S		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	Gift Cards x3	\$600
Raffle	Cakes x 3	\$180
Raffle	Cash	\$1,500
Raffle	Diamond Earrings	\$1,175
Raffle	Gift Baskets x 2	\$500
Raffle	iPad/w apple Pencil	\$850
Raffle	Oculus VR system	\$500

Total (limit \$40,000 per year) **\$5305**

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

Organization or Group Contact Person

Name Liz Bassett	Title Special Events Coordinator	Telephone Number 301-741-6637	E-mail Address liz.bassett@jp2schools.org
Signature of Organization or Group's Top Official 		Title Special Events Coordinator	Date 3/31/2022



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

5W

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 Fargo Youth Baseball	Dates of Activity 4-9-22	If raffle, provide drawing date 4-9-22	
Organization or Group Contact Person Scott Krabbenhoff	Title or Position General Manager	Telephone Number 701-232-9225	
Business Address 1892 17th Ave S.	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) The Bowler			
Site Address 2430 S University Dr	City Fargo	ZIP Code 58103	County Cass

Game Type	Description of Prize	Retail Value of Prize	Prize
Raffle	Bean Bag Boards	\$600.00	
Raffle	Sport Cards	\$50	
Raffle	2 - \$50 Visa Gift Cards	\$100	
Raffle	RedHawks Voucher	\$30	
Raffle	BSN Clothing Apparel	\$50	
Raffle	Grill	\$230	
Raffle	FYB Flag Sign	\$40	
Raffle	FYB Free Fall League Registration	\$220	
Raffle	Roger Maris Basket	\$40	
Raffle	FYB Basket	\$30	
Raffle	1 dozen ProV1, 2 golf towels, 2 adidas t-shirts	\$80	
TOTAL		\$1,470.00	

Fund Youth Scholarship

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 Scott Krabbenhoff	Title General Manager	Telephone Number 701-232-9225	E-mail Address Scott@fargoyouthbaseball.com
Signature of Organization or Group's Top Official <i>[Signature]</i>		Title General Manager	Date 3/31/22



Executive Assistant Kember Anderson

Fargo City Hall

225 4th Street North

Fargo, ND 58102-4817

Phone: 701.241.8572 | Fax: 701.476.4136

Email: KAnderson@FargoND.gov

www.FargoND.gov

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: EXECUTIVE ASSISTANT KEMBER ANDERSON

DATE: APRIL 4, 2022

SUBJECT: AGENDA AND MEETING MANAGEMENT SOFTWARE (RFP21195)

On November 29, 2021 proposals were received for Agenda and Meeting Management Software. Seven proposals were submitted from the following vendors:

- Municode
- Prime Gov
- CivicClerk
- Provox Systems, Inc.
- Agenda Quick
- eScribe
- Granicus

Demonstrations were held with four of the vendors and the review committee consisting of Jill Pagel, Steve Sprague, Ron Gronneberg, Albert Gibson, Miranda Wolf, Dianna Baumann, Shelly Byron and myself determined that Granicus was the preferred option by the Committee.

Funding for this purchase was included in the 2021/2022 budget.

RECOMMENDED MOTION: To approve the purchase of Agenda and Meeting Management Software from Granicus.



This Master Subscription Agreement ("**Agreement**") is effective as of the date last signed below (the "Effective Date") by and between Fargo, North Dakota ("**Client**") and Granicus, LLC ("**Granicus**").

1. Ordering and Scope.

1.1. Ordering Granicus Products. The parties will enter into a binding order, proposal or purchase document (each, an "**Order**"), setting forth the products and services made available to Client pursuant to this Agreement which may include online or cloud subscription services, on-premise software, or required equipment or hardware components (the "**Granicus Products**"), and may enter into statements of work ("**SOW**") setting forth corresponding professional or consulting services related to the Granicus Products. The parties may execute one or more Orders or SOWs under this Agreement, each Order or SOW becoming effective when executed by both parties or upon delivery and acceptance of purchase orders referencing the Order or SOW and this Agreement. Each Order and SOW will constitute a separate agreement between the parties related to the sale and purchase of Granicus Products. Each Order or SOW will generally include an itemized list of the Granicus Products as well as the Order Term for such Granicus Products.

1.2. Support. Basic support and maintenance services provided to Client for Granicus Products ("**Support**") is included in the fees paid for the Granicus Product subscription or maintenance during the Term. Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

1.3. Future Functionality. Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.

1.4. Cooperative Purchasing. To the extent permitted by law the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies. Orders and SOWs entered into by such third parties are independent agreements between the third party and Granicus and do not affect this Agreement or any Order or SOW between Granicus and Client.

2. Use Rights.

2.1. License. Subject to the terms and conditions of this Agreement, Granicus hereby grants to Client a non-exclusive, non-transferable right and license to use the Granicus Products for its internal purposes during the Term, subject to any additional rights and restrictions set forth in the applicable Order or SOW. This grant of rights is not a sale of the Granicus Products. Granicus and its third-party providers reserve all rights not expressly granted to Client in this Agreement.

2.2. Use of Granicus Products.

2.2.1. Data Sources. Client may only upload data related to individuals that originates with or is owned by Client. Data purchased from third parties may not be used with the Granicus Products without Granicus' prior written consent and list cleansing services provided by Granicus for an additional fee. Granicus will not sell, use, or disclose any personal information provided by Client for any purpose other than performing services subject to this Agreement.

2.2.2. Passwords. Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products accessed through Client's passwords.

2.2.3. Third Party Contractors. Client may permit its third-party contractors to access and use the Granicus Products solely on behalf of, and for the benefit of, Client, so long as: (i) contractor agrees to comply fully with this Agreement as if it were Client; (ii) Client remains responsible for each contractor's compliance with this Agreement and any breach thereof; and (iii) all use of the Granicus Products and any metered or transactions includes licenses and use allocated to contractors. All rights granted to any contractor terminate immediately upon conclusion of the services rendered to Client that gives rise to such right. Upon termination of such rights, contractor must immediately cease all use of the Granicus Products, un-install and destroy all confidential or proprietary Granicus information in its possession, and Client must certify its compliance with this section in writing upon Granicus' request.

2.2.4. Content. "Content" means text, data, graphics, personal information or any other material: (i) displayed or published on Client's website; (ii) provided by Client to Granicus to perform services; or (iii) uploaded into Granicus Products for use by Client or end users of the Granicus Products. Client can only use Granicus Products to share Content that is created by or owned by Client and/or Content for affiliated organizations provided that use by Client for affiliated organizations is in support only, and not as a primary communication vehicle for other organizations that do not have a separate license to a Granicus Product. Granicus is not responsible for any Content used, uploaded or migrated by Client or any third party.

2.2.5. Advertising. Granicus Products will not be used to promote products or services available for sale through Client or any third party without Granicus' prior written consent. Upon Granicus' request, Client will provide a copy of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products for Granicus review prior to granting such approval.

2.2.6. Data Storage. Any data provided to the Granicus Products that are stored by such products will be stored solely in the United States.

2.3. Restrictions. Client will not:

2.3.1. Use or permit any end user to use the Granicus Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or tortious material or disrupt others use of the Granicus Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Granicus Products to make unauthorized entry into any other device accessible via the network or Granicus Products;

2.3.2. Reserved.

2.3.3. Disassemble, decompile, reverse engineer or make derivative works of the Granicus Products;

2.3.4. Rent, lease, lend, or host the Granicus Products to or for any third party, or disclose the Granicus Products to any third party except as otherwise permitted in this Agreement or an Order or SOW;

2.3.5. Use the Granicus Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied parties prohibitions; or

2.3.6. Modify, adapt, or use the Granicus Products to develop any software application intended for resale which uses or competes with the Granicus Products in whole or in part.

2.4. Client Feedback. Granicus may use any suggestion, enhancement request, recommendation, correction or other feedback provided by Client relating to the Granicus Products or use thereof without need for permission or consent or the payment of fees or attribution to Client.

2.5. Product Specific Terms. In addition to the general use terms set forth above, Client's use of specific Granicus Products will be subject to the additional terms below. The terms in this section apply solely to the applicable Granicus Product as indicated in the specific section.

2.5.1 ClearCaster. Client's use of the ClearCaster encoder is subject to the following additional terms:

- a) **Permitted Use.** Granicus hereby grants during each Order Term or as otherwise specified in the Order, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the ClearCaster products to the extent allowed in the relevant Order (collectively the "Permitted Use"). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the ClearCaster products up to the levels limited in the applicable Order.
- b) **Data Sources.** Data uploaded into ClearCaster products must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into the ClearCaster products without Granicus' written permission and professional services support for list cleansing.
- c) **Disclaimers.** Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.
- d) **License to Content; Access.** Client hereby grants Granicus and its vendors a limited right and license to view, access, use, modify, adapt, reproduce, transmit, distribute, display, and disclose Content for the sole purpose of providing the ClearCaster products. Client agrees that Granicus and its vendors may remotely access the ClearCaster products for the sole purpose of providing Granicus Products and services, and the ClearCaster products.
- e) **Hardware Warranty.** Notwithstanding anything to the contrary elsewhere in this Agreement, Granicus will provide a three (3) year warranty with respect to the ClearCaster hardware. Within the three (3) year warranty period, Granicus will repair or replace any required hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.
- f) **Service Performance.** Client acknowledges that the ClearCaster and LiveCast services are performed by a third party and that Granicus is not liable for any performance or failure to perform by such third party.

2.5.2. Communications Cloud & GovDelivery. The following terms apply solely to Client's subscriber data located in the GovDelivery product "Communications Cloud".

- a) **Data Provided by Client.** Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any personal information.
- b) Granicus will not disclose Direct Subscriber data except as required by law, or to third parties solely as necessary to operate the Granicus Products.
- c) Data generated by use of the Granicus Products, including system data and data derived from Content in an aggregated and anonymized form is not Direct Subscriber data and may be used by Granicus for its business purposes including product improvements and development, subject to any applicable laws governing the use and disclosure of such data.

- d) Communications Cloud, a Granicus Product, offers Direct Subscribers the opportunity to subscribe to digital communications offered by other Granicus clients (the "Advanced Network"). When a Direct Subscriber registers on the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.
- e) Network Subscribers are not Direct Subscribers and are only available for use while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of Client's subscription, and Client must delete all information related to Network Subscribers within fifteen (15) days of expiration or termination of Client's access to the Advanced Network. Client is permitted to send an email inviting Network Subscribers to subscribe to updates directly from Client in the last (45) days of Client's subscription term. Network Subscribers that do not engage with Client directly will not be included in any subscriber list provided to Client upon conclusion of Client's subscription.

2.5.3 UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- a) Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- b) Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

3. Payment

3.1. Fees. Client will pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus may suspend Client's access to any Granicus Products if there is a lapse in payment not remedied promptly upon notice to Client. A lapse in the Term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

3.2. Payment. Client will remit payment of the fees due within thirty (30) days of receipt of an accurate invoice from Granicus, or if Client is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable.

3.3. Purchase Orders. Upon request, Granicus will reference a purchase order number on its invoices if Client provides the corresponding purchase order information to Granicus prior to generating the invoice. Client agrees that a failure to provide Granicus with purchase order information will not relieve Client of its obligations to provide payment in accordance with this section.

3.4. Price Increases. Subject to any prices separately negotiated by the parties, Granicus will provide notice of price increases at least thirty (30) days prior to the end of the current Term, which will become effective as of the next Renewal Term. Price increases will not exceed seven percent (7%) over the prior annual Term's fees. Adjustments made to fees based on increased volume are not subject to the foregoing cap.

4. Representations, Warranties and Disclaimers

4.1. Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

4.2. Warranties. Granicus warrants that it has the rights necessary to grant to Client the license granted in this Agreement, and that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.

4.3. Client represents and warrants that all Content is owned or properly licensed by Client for use with the Granicus Products or services provided under this Agreement, and that the Content does not infringe or misappropriate the intellectual property, privacy, moral or other rights of any third party.

4.4. Disclaimers. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 4, THE GRANICUS PRODUCTS ARE PROVIDED "AS IS" AND GRANICUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

5. Confidential Information

5.1. Confidential Information. It is expected that one party (Disclosing Party) may disclose to the other party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information will include: (i) Granicus' Products; (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

(a) Subject to applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (a) protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not use any Confidential Information for any purpose other than in performance of this Agreement; (d) restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.

(b) If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order.

5.2. Exceptions. Confidential Information will not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

5.3. Storage and Sending. If Granicus Products will be used to store or send Confidential Information, Client will notify Granicus in writing, in advance of the storage or sending. If Client provides such notice, Client will ensure that Confidential Information is stored behind a secure firewall and that Granicus Products be used only to notify people of updates to the information, but that accessing the Confidential Information is permitted only after authentication and access through the secure firewall managed by Client.

5.4. Return of Confidential Information. Each Receiving Party will return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement, and may retain archival copies in strict confidence in accordance with Receiving Party's standard document retention policies for the duration of any retention requirements.

6. Term and Termination

6.1. Agreement Term. This Agreement will begin on the Effective Date and continue in effect until all Orders and SOWs are expired or terminated unless otherwise terminated as provided in this Section 6. The initial term of each Order or SOW will be as specified therein (the "Initial Term") and will automatically renew for additional one (1) year terms unless otherwise terminated as set forth below (each, a "Renewal Term"), the Initial Term and all Renewal Terms being the "Term".

6.2. Termination. Either party may terminate this Agreement or any Order or SOW by written notice to the other party if the other party materially breaches this Agreement or applicable Order or SOW and fails to cure such breach within thirty (30) days after receipt of such notice, or such other time as agreed to in writing by the parties. Orders and SOWs may be terminated at the end of the Initial Term or each Renewal Term with ninety (90) days prior written notice to the other party.

6.3. Effect of Termination. Upon expiration or termination of an Order or SOW for any reason: (i) Client's right to access and use the Granicus Products will immediately cease (except for perpetual licenses granted under an Order, which will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due and owing to Granicus under all Orders and SOWs; and (iii) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing.

6.4. Survival. Sections 4 (Representations, Warranties and Disclaimers), 5 (Confidential Information), 6 (Term and Termination), 7 (Limitation of Liability), 9.11 (Choice of Law and Jurisdiction) and any other section that by its nature is intended to survive termination of this Agreement will survive and continue in full force and effect.

6.5. In the event Client separates from Granicus on one or more products, Granicus will provide Client with a copy of their data within 30 days of separation. This data will be made available via a secure Amazon S3 location. The data provided by Granicus does differ by product type.

- a) Legistar – Client will be provided an export of database tables in the form of CSVs, agendas, minutes, and attachments in folders, and these are put into zipped files.
- b) Open Platform/Government Transparency or Live Cast – Client will be provided videos in a .mp4 format, event metadata, and captions (if stored in Media Manager).

c) Limitation of Liability.

a. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL GRANICUS BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE

TO PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. LIMITATION OF LIABILITY. EXCEPT FOR CLIENT'S BREACH OF SECTION 2.3 OR OBLIGATION TO PAY FEES DUE, EACH PARTY'S TOTAL LIABILITY, IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR OTHERWISE RELATING TO THIS AGREEMENT AND ANY ORDER OR SOW HERETO, WILL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE GREATER OF: (i) FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM; OR (ii) TWO HUNDRED FIFTY THOUSAND DOLLARS.

d) Indemnification.

a. Indemnification by Granicus. Granicus will defend, indemnify and hold Client harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Granicus Products as delivered to Client and when used in accordance with this Agreement and the applicable SOW or Order infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW (a "Claim").

b. Granicus will have control of the defense and reserves the right to settle any Claim. Client must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus' request and at Granicus' cost, to defend such Claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

c. If the Granicus Products are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Granicus Products may be subject to such a Claim, Granicus reserves the right, in its sole discretion, to: (i) replace the affected Granicus Products with non-infringing functional equivalents; (ii) modify the affected Granicus Products to render it non-infringing; or (iii) terminate this Agreement or the applicable Order or SOW with respect to the affected Granicus Product and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Order or SOW Term.

d. Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; (iii) combination with the Granicus Products with non-Granicus software or data; or (iv) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus Products other than in accordance with this Agreement. This section 8 sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus Products or any other materials provided by Granicus violate or infringe upon the rights of any third party.

e) General.

a. Relationship of the Parties. Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement will be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

- b. **Applicable Law.** Each party will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable law, rules, and regulations.
- c. **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor will they be construed to modify, define, limit, or expand the intent of the Parties.
- d. **Amendments.** This Agreement may only be amended or modified by a written instrument signed by authorized representatives of both Parties.
- e. **Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- f. **Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void.
- g. **No Third-Party Beneficiaries.** Subject to Section 9.7 this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.
- h. **Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (iii) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (iv) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. The mailing and email addresses of the Parties are as follows:

Granicus	
ATTN:	Contracts
Addresses:	408 Saint Peter Street Suite 600 Saint Paul, MN 55102
Phone:	800-314-0147
Email:	contracts@granicus.com

Fargo, North Dakota	
ATTN:	Kember Anderson
Addresses:	225 4 th Street North
Phone:	701-241-1310
Email:	kanderson@fargond.gov

- i. **Force Majeure.** Any delay in the performance by either party of its obligations hereunder will be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any

earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

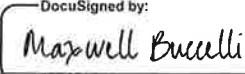
j. **Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of North Dakota, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Cass County, ND.

k. **Entire Agreement.** This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Any conflict between the Agreement and any other documents will be resolved in the following order: (i) this Agreement; (ii) Orders and SOWs; (iii) Granicus' response to Client's request for RFI, RFP, RFQ (if this Agreement results from such solicitation); and (iv) Client's RFI, RFP, RFQ, or other solicitation. Any pre-printed or standard terms on any purchase order or ordering document issued by Client are hereby expressly disclaimed and do not apply.

l. **Reference.** Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly-authorized representatives on the Effective Date as set forth below.

Granicus

By: DocuSigned by:

3888FA370A1842C...
 (Authorized Signature)

Name: Maxwell Buccelli
 (Print or Type Name of Signatory)

Title: Manager, Contracts

Date: 3/28/2022

Fargo, North Dakota

By: _____
 (Authorized Signature)

Name: _____
 (Print or Type Name of Signatory)

Title: _____

Date: _____

Attest:

By: _____
 (Authorized Signature)

Name: _____
 (Print or Type Name of Signatory)

Title: _____

Date: _____

Attachment(s):

Exhibit A (Order)



EXHIBIT A
ORDER #1

ORDER TERMS

Currency: USD

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Period of Performance: The term of this Order will commence on the Effective Date of the Agreement and will continue for 36 months.

- The fees set forth in this Order are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Fargo ND to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

PRICING SUMMARY

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Legistar - Setup & Configuration	Upon Delivery	1 Each	\$9,500.00
Legistar - Onsite Training	Upon Delivery	3 Days	\$3,600.00
Legistar Administration Group Training	Upon Delivery	2 Hours	\$450.00
GovMeetings Live Cast SetUp and Config	Up Front	1 Each	\$0.00
Encoding Appliance HDW - WOWZAClearCaster	Upon Delivery	1 Each	\$1,850.00
Boards and Commissions - Setup & Configuration	Up Front	1 Each	\$2,250.00
Boards and Commissions Online Group Training	Upon Delivery	1 Hours	\$0.00
Open Platform - Setup and Configuration	Up Front	1 Hours	\$0.00
Send Agenda (Legistar) Set up and Config	Up Front	1 Each	\$0.00
Legistar - Laserfiche Connector - Setup	Upon Delivery	1 Each	\$0.00
Granicus ClearCaster Setup and Configuration	Up Front	1 Each	\$0.00
US Shipping Charge C - Large Item	Upon Delivery	1 Each	\$0.00
Open Platform - Setup and Configuration	Up Front	1 Hours	\$0.00
Open Platform - Setup and Configuration	Up Front	1 Hours	\$0.00
govDelivery for Integrations Set Up and Config	Up Front	1 Each	\$0.00
SUBTOTAL:			\$17,650.00



New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Legistar	Annual	1 Each	\$12,936.00
GovMeetings Live Cast	Annual	1 Each	\$8,352.00
Boards and Commissions	Annual	1 Each	\$9,000.00
Open Platform Suite	Annual	1 Each	\$0.00
Send Agenda (Legistar)	Annual	1 Each	\$0.00
Legistar Add-On - Laserfiche Integration	Annual	1 Each	\$1,200.00
Granicus ClearCaster Software	Annual	1 Each	\$1,500.00
Open Platform Suite	Annual	1 Each	\$0.00
Open Platform Suite	Annual	1 Each	\$0.00
govDelivery for Integrations	Annual	1 Each	\$0.00
SUBTOTAL:			\$32,988.00



YEAR 2 & 3 PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Legistar	\$13,841.52	\$14,810.43
GovMeetings Live Cast	\$8,936.64	\$9,562.20
Boards and Commissions	\$9,630.00	\$10,304.10
Open Platform Suite	\$0.00	\$0.00
Send Agenda (Legistar)	\$0.00	\$0.00
Legistar Add-On - Laserfiche Integration	\$1,284.00	\$1,373.88
Granicus ClearCaster Software	\$1,605.00	\$1,717.35
Open Platform Suite	\$0.00	\$0.00
Open Platform Suite	\$0.00	\$0.00
govDelivery for Integrations	\$0.00	\$0.00
SUBTOTAL:	\$35,297.16	\$37,767.96



PRODUCT DESCRIPTIONS

Solution	Description
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk’s office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Up to one (1) Legistar database • Up to one (1) InSite web portal
GovMeetings Live Cast	<p>govMeetings LiveCast provides the ability to manage public meetings from anywhere, on almost any device using cloud based software and aGranicus ClearCaster encoder. It will stream public meetings in HD, allow users to live index items, record and publish minutes, and provide archive videos for on-demand viewing.</p>
Boards and Commissions	<p>Boards and Commissions is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the citizen application and appointment to boards process of the clerk’s office. Boards and Commissions includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited boards, commissions, committees, and subcommittees • Unlimited storage of citizen applications • Access to up to one (1) Boards and Commissions site • Access to customizable, embeddable iFrame websites for displaying information to citizens • Access to a customizable online citizen application form including board-specific questions • Customizable forms for board details, appointment details, and internal tracking details • Pre-designed document PDFs for applications, board details and rosters, and vacancy reports • Downloadable spreadsheets for easy reporting <p><i>Optional custom templates for document or report generation may also be purchased for an additional fee.</i></p>



Solution	Description
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable webpage.
Send Agenda (Legistar)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
Legistar - Setup & Configuration	Setup and Configuration for Legistar includes: <ul style="list-style-type: none"> • Access to an implementation consultant until project acceptance • Access to existing Web-based recorded trainings around standard account functions and capabilities • Up to five (5) two-hour needs analysis calls with a business analyst • Up to one (1) Standard Agenda and Minutes report template • Configuration of up to one (1) meeting body or type
Legistar Add-On - Laserfiche Integration	Legistar Add-On - Laserfiche Integration is for the Legistar\Laserfiche integration that allows for documents to be imported from Laserfiche to Legistar and for Legistar to export reports\attachments to Laserfiche
Legistar - Onsite Training	Legistar - Onsite Training is for onsite training for Legistar, which allows clients to have a Granicus trainer onsite to show them how to use the system. Onsite Training includes travel, meals and lodging expenses.
Legistar Administration Group Training	Legistar Admin - Online Training is for online training for Legistar Administration, which allows clients to have online sessions with a Granicus trainer to learn how to use the system.
Encoding Appliance HDW - WOWZA ClearCaster	WOWZA ClearCaster encoder is the hardware appliance used convert the video feed for video streaming on the web. It also records the video and provides the MP4 file for archive playback.
Granicus Video - Online Training	Granicus Video - Online Training
Granicus ClearCaster Software	Granicus ClearCaster Software will convert the video feed for video streaming on the web which will also record video and provides the MP4 file for archive playback. <i>Only used with the ClearCaster encoder hardware and LiveCast solution.</i>



Solution	Description
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Boards and Commissions - Setup & Configuration	Setup and Configuration for Boards and Commissions includes: <ul style="list-style-type: none"> • Configuration of up to one (1) Boards and Commissions site • Up to one (1) data import of historical legacy data from a previous system into Boards and Commissions
Boards and Commissions Online Group Training	Boards and Commissions - Online Group Training is for Group training of Boards and Commissions, which allows clients to have up to six (6) users participate in online Group sessions with a Granicus trainer and other client users, to learn how to use the system.
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
govDelivery for Integrations	Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network. <p>Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p>
US Shipping Charge C - Large Item	US shipping of a large item
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
Open Platform - Setup and Configuration	Setup and configuration for Open Platform

9

March 30, 2022

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. TM-22-A1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, March 30, 2022, for Pavement Markings, Project No. TM-22-A1, located at various locations – City Wide

The bids were as follows:

NorthStar Safety	\$535,510.00
Engineer's Estimate	\$478,837.50

The special assessment escrow is not required.

This office recommends award of the contract to NorthStar Safety in the amount of \$535,510.00 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs
Assistant City Engineer

TAK/jmg

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # TM-22-A1

Pavement Markings

Various Locations City Wide

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

NOW THEREFORE 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:

Pavement Markings Project # TM-22-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Site 1					
1	F&I Grooved Contrast Film 7" Wide	LF	3,760.00	\$ 12.00	\$ 45,120.00
2	F&I Grooved Contrast Film 11" Wide	LF	1,355.00	\$ 18.00	\$ 24,390.00
3	Paint Epoxy Line 4" Wide	LF	3,390.00	\$ 2.50	\$ 8,475.00
4	Paint Epoxy Line 8" Wide	LF	150.00	\$ 5.00	\$ 750.00
5	Paint Epoxy Message	SF	80.00	\$ 16.00	\$ 1,280.00
6	F&I Contrast Tape Messages	SF	224.00	\$ 40.00	\$ 8,960.00
7	F&I Grooved Plastic Film 16" Wide	LF	84.00	\$ 25.00	\$ 2,100.00
8	F&I Grooved Plastic Film 24" Wide	LF	216.00	\$ 37.00	\$ 7,992.00
Site 1 Total					\$ 99,067.00
Site 2					
9	Paint Epoxy Line 4" Wide	LF	15,476.00	\$ 2.50	\$ 38,690.00
Site 2 Total					\$ 38,690.00
Site 3					
10	F&I Grooved Contrast Film 11" Wide	LF	100.00	\$ 18.00	\$ 1,800.00
Site 3 Total					\$ 1,800.00
Site 4					
11	F&I Grooved Contrast Film 11" Wide	LF	130.00	\$ 18.00	\$ 2,340.00
Site 4 Total					\$ 2,340.00
Site 5					
12	F&I Grooved Plastic Film 6" Wide	LF	5,063.00	\$ 9.00	\$ 45,567.00
13	F&I Grooved Plastic Film 16" Wide	LF	94.00	\$ 25.00	\$ 2,350.00
14	F&I Grooved Plastic Film 24" Wide	LF	260.00	\$ 37.00	\$ 9,620.00
15	F&I Grooved Contrast Film 7" Wide	LF	5,781.00	\$ 12.00	\$ 69,372.00
16	F&I Grooved Contrast Film 11" Wide	LF	1,610.00	\$ 18.00	\$ 28,980.00
17	Paint Epoxy Line 4" Wide	LF	8,132.00	\$ 2.50	\$ 20,330.00
18	Paint Epoxy Line 6" Wide	LF	6,099.00	\$ 4.00	\$ 24,396.00
19	Paint Epoxy Line 8" Wide	LF	580.00	\$ 5.00	\$ 2,900.00
20	Paint Epoxy Message	SF	288.00	\$ 16.00	\$ 4,608.00
21	F&I Contrast Tape Messages	SF	192.00	\$ 40.00	\$ 7,680.00
Site 5 Total					\$ 215,803.00
Site 6					
22	F&I Grooved Plastic Film 8" Wide	LF	100.00	\$ 11.00	\$ 1,100.00

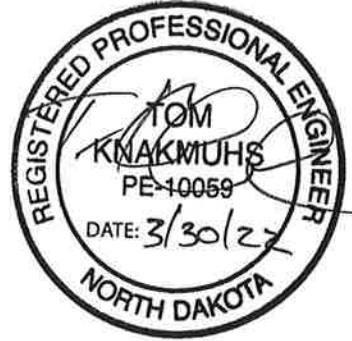
23	F&I Grooved Plastic Film 16" Wide	LF	131.00	\$	25.00	\$	3,275.00
24	F&I Grooved Plastic Film 24" Wide	LF	506.00	\$	37.00	\$	18,722.00
25	F&I Grooved Contrast Film 7" Wide	LF	4,992.00	\$	12.00	\$	59,904.00
26	F&I Grooved Contrast Film 11" Wide	LF	638.00	\$	18.00	\$	11,484.00
27	F&I Contrast Tape Messages	SF	128.00	\$	40.00	\$	5,120.00
Site 6 Total						\$	99,605.00
Site 7							
28	Obliterate Pavement Markings	SF	50.00	\$	5.00	\$	250.00
29	F&I Grooved Plastic Film Message	SF	32.00	\$	37.00	\$	1,184.00
30	F&I Grooved Plastic Film 8" Wide	LF	100.00	\$	11.00	\$	1,100.00
Site 7 Total						\$	2,534.00
Site 8							
31	Obliterate Pavement Markings	SF	50.00	\$	5.00	\$	250.00
32	F&I Grooved Plastic Film 24" Wide	LF	60.00	\$	37.00	\$	2,220.00
33	F&I Grooved Contrast Film 7" Wide	LF	100.00	\$	12.00	\$	1,200.00
Site 8 Total						\$	3,670.00
Site 9							
34	Paint Epoxy Line 24" Wide	LF	48.00	\$	20.00	\$	960.00
Site 9 Total						\$	960.00
Site 10							
35	F&I Grooved Plastic Film 16" Wide	LF	90.00	\$	25.00	\$	2,250.00
36	F&I Grooved Plastic Film 24" Wide	LF	252.00	\$	37.00	\$	9,324.00
Site 10 Total						\$	11,574.00
Site 11							
37	F&I Grooved Plastic Film 6" Wide	LF	306.00	\$	9.50	\$	2,907.00
38	F&I Grooved Plastic Film 16" Wide	LF	117.00	\$	25.00	\$	2,925.00
39	F&I Grooved Contrast Film 7" Wide	LF	700.00	\$	12.00	\$	8,400.00
40	F&I Grooved Contrast Film 11" Wide	LF	690.00	\$	18.00	\$	12,420.00
41	F&I Contrast Tape Messages	SF	64.00	\$	40.00	\$	2,560.00
Site 11 Total						\$	29,212.00
Site 12							
42	F&I Grooved Plastic Film 16" Wide	LF	125.00	\$	25.00	\$	3,125.00
43	F&I Grooved Contrast Film 7" Wide	LF	1,100.00	\$	12.00	\$	13,200.00
44	F&I Grooved Contrast Film 11" Wide	LF	550.00	\$	18.00	\$	9,900.00
45	F&I Contrast Tape Messages	SF	32.00	\$	40.00	\$	1,280.00
Site 12 Total						\$	27,505.00
Site 13							
46	Paint Epoxy Line 4" Wide	LF	900.00	\$	2.50	\$	2,250.00
47	Paint Epoxy Line 16" Wide	LF	50.00	\$	10.00	\$	500.00
Site 13 Total						\$	2,750.00
Total Construction in \$						\$	535,510.00
				Engineering	10.00%	\$	53,551.00
				Legal & Misc	3.00%	\$	16,065.30
				Contingency	5.00%	\$	26,775.50
				Administration	4.00%	\$	21,420.40

Interest	4.00%	\$	21,420.40
Total Estimated Costs		\$	674,742.60
Sales Tax Funds - Infrastructure - 420		\$	674,742.60
Unfunded Costs		\$	-

IN WITNESS THEREOF, I have hereunto set my hand and seal
Date: 3/30/2022



Tom Knakmuhs
Assistant City Engineer



COVER SHEET
CITY OF FARGO PROJECTS



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

Exact, full name of project as it will appear in the contract:

Lift Station Rehab/Reconstruction

Project No. FM-22-C

Call For Bids	<u>April 4</u>	<u>,2022</u>
Advertise Dates	<u>April 13, 20 & 27</u>	<u>,2022</u>
Bid Opening Date	<u>May 11</u>	<u>,2022</u>
Substantial Completion Date	<u>June 30</u>	<u>,2023</u>
Final Completion Date	<u>July 30</u>	<u>,2023</u>

<u>N/A</u>	PWPEC Report (Attach Copy)
<u>X</u>	Engineer's Report (Attach Copy)
<u>X</u>	Direct City Auditor to Advertise for Bids
<u>X</u>	Bid Quantities (Attach Copy for Auditor's Office Only)
<u>N/A</u>	Notice to Property Owners (Dan Eberhardt)
<u>X</u>	WIFIA (460 Fund) Language Included

Project Engineer Jody Bertrand

Phone No. (701) 241-1545

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

<u>N/A</u>	Create District (Attach Copy of Legal Description)
<u>N/A</u>	Order Plans & Specifications
<u>N/A</u>	Approve Plans & Specifications
<u>N/A</u>	Adopt Resolution of Necessity
<u>N/A</u>	Approve Escrow Agreement (Attach Copy for Commission Office Only)
<u>N/A</u>	Assessment Map (Attach Copy for Auditor's Office Only)

**ENGINEER'S REPORT
 LIFT STATION REHAB/RECONSTRUCTION
 PROJECT NO. FM-22-C**

42ND STREET SOUTH AND DRAIN #27 LIFT STATIONS 55 & 56

Nature & Scope

This project is for the reconstruction of two storm sewer lift stations at the 42nd Street South and Drain #27 convergence area for the north and south side drainage areas.

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 and allowing both drainage areas to be in a pump condition during those high water events in the drain.

Feasibility

The estimated cost of construction is \$6,998,420.80. The cost breakdown is as follows:

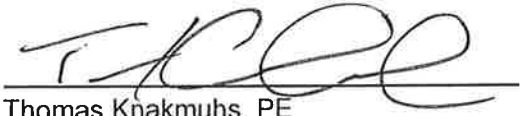
Sales Tax Funds - Flood Control - 460		
Construction Cost		\$6,998,420.80
Fees		
Contingency	10%	\$699,842.08
Outside Engineering	13.33%	\$932,914.00
Total Estimated Cost		\$8,631,176.88
Funding		
Sales Tax Funds - Flood Control - 460	100.00%	\$8,631,176.88

Project Funding Summary		
Sales Tax Funds - Flood Control - 460	100.00%	\$8,631,176.88
Total Estimated Project Cost		\$8,631,176.88

This project does not have any alternate or optional containers.

We believe this project to be cost effective.




Thomas Knakmuhs, PE
Assistant City Engineer

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March 31, 2022

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

**Re: Memorandum of Offer to Landowner
Permanent & Temporary Easement - Project #FM-19-C**

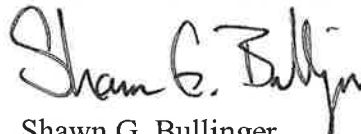
Dear Commissioners:

Enclosed and delivered to the City Commission office is an ammended Memorandum of Offer to Landowner document for the acquisition of a permanent & temporary easement in association with Project #FM-19-C. This is to replace the Memorandum of Offer to Landowner document originally approved on February, 7, 2022. 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 **Jessica L. and Darrell R. Johnson** 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

Project FM-19-C	County Cass	Parcel(s) 01-4060-00540-000
Landowner Jessica L & Darrell R Johnson		
Mailing Address 119 South Woodcrest Drive N		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

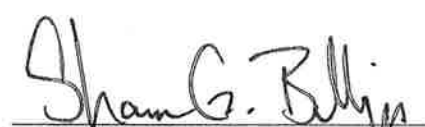
See enclosed easement(s).

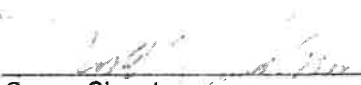
I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 80,118.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through 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	\$	80,118.00
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	80,118.00

*Description of Damages to Remainder are as follows:


 Owner Signature
 Signature hereby constitutes acceptance of offer as presented above.


 Shawn G. Bullinger
 Land Acquisition Specialist, City of Fargo


 Owner Signature
 Signature hereby constitutes acceptance of offer as presented above.

Fargo City Commission has considered the offer and approves the same:

Timothy J. Mahoney

 MAYOR

 SIGNATURE

 DATE

PERMANENT EASEMENT
(Levee and Retaining Wall for Flood Control)

KNOW ALL MEN BY THESE PRESENTS that **DARRELL R. JOHNSON AND JESSICA L. JOHNSON**, hereinafter referred to as “Grantor”, 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 GRANT 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, under, upon and in the land hereafter described for the purpose of constructing and maintaining an earthen dike and retaining wall, together with any and all other appurtenant structures or devices, said tracts of land being more particularly described as follows:

That part of Lot 7, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 7; thence South 33°16'40" East, along the easterly line of said Lot 7, for a distance of 104.75 feet to the true point of beginning; thence South 59°48'47" West for a distance of 99.17 feet to a point of intersection with the westerly line of said Lot 7; thence South 28°52'05" East, along the westerly line of said Lot 7, for a distance of 57.58 feet; thence South 72°51'08" East for a distance of 56.70 feet; thence North 63°11'31" East for a distance of 67.76 feet to a point of intersection with the easterly line of said Lot 7; thence North 33°16'40" West, along the easterly line of said Lot 7, for a distance of 103.40 feet to the true point of beginning.

Said tract contains 9,536 square feet, more or less.

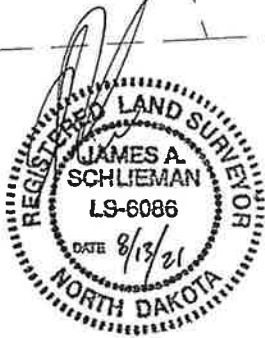
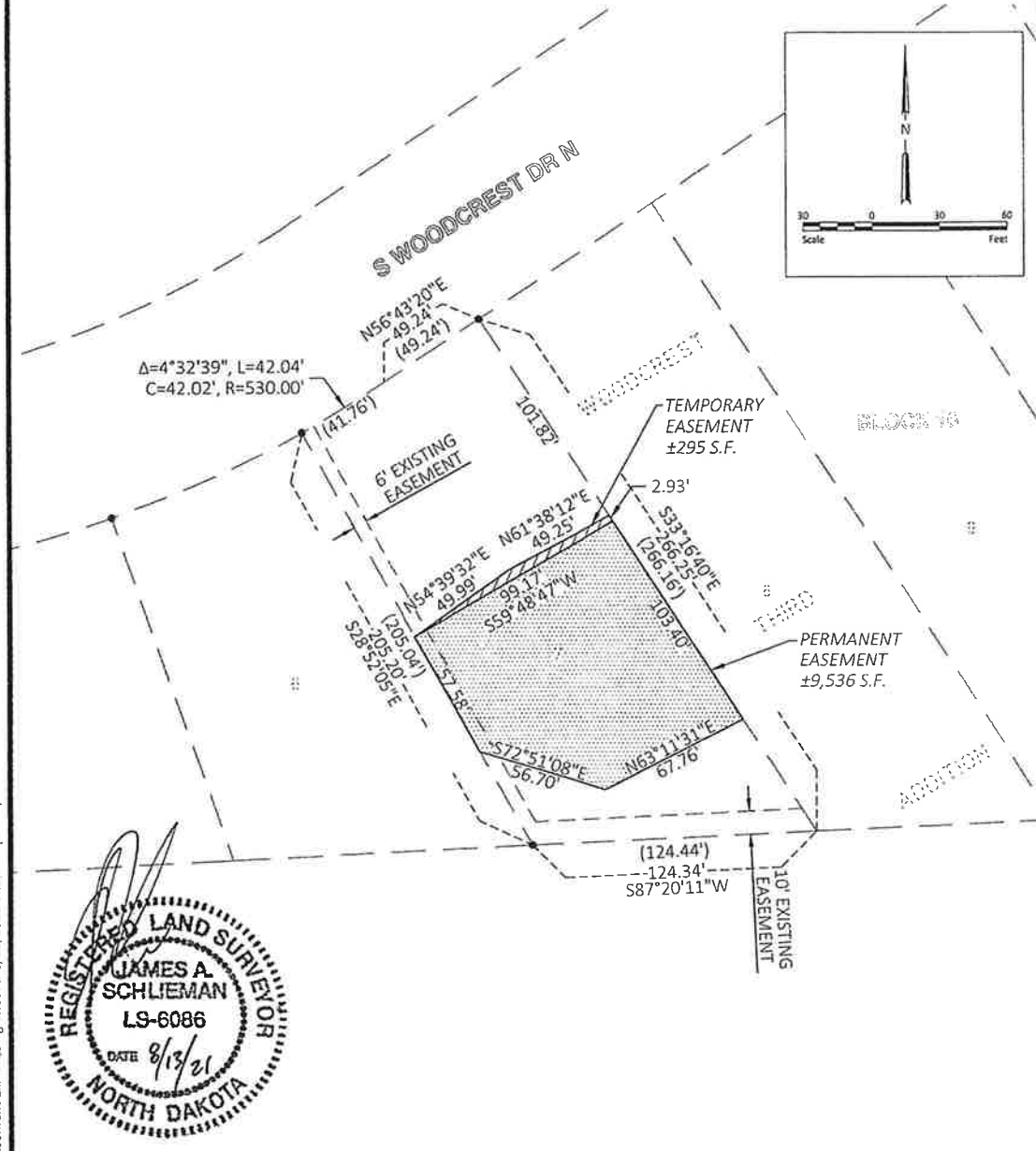
Said parcel is pictorially represented in Exhibit "A" hereto and made a part hereof.

Grantor, its successors and assigns, hereby covenants 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 understands and agrees that they will not disturb, injure, molest or in any manner interfere with said earthen dike or retaining wall as constructed and the customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises. Grantor, its successors and assigns, further expressly warrants and states that no buildings, trees, shrubs, sprinkler systems or other obstacles of any kind shall be placed or located upon the tract in any manner which may interfere with said earthen dike or retaining wall.

(Signatures on following page.)

PART OF LOT 7, BLOCK 16
 WOODCREST THIRD ADDITION
 CITY OF FARGO, CASS COUNTY
 STATE OF NORTH DAKOTA



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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	▩

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.



EASEMENT EXHIBIT

PROJECT NO. 6059-0165	WOODCREST AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2
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PART OF LOT 7, BLOCK 16
 WOODCREST THIRD ADDITION
 CITY OF FARGO, CASS COUNTY
 STATE OF NORTH DAKOTA

Description - Permanent Easement:

That part of Lot 7, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 7; thence South 33°16'40" East, along the easterly line of said Lot 7, for a distance of 104.75 feet to the true point of beginning; thence South 59°48'47" West for a distance of 99.17 feet to a point of intersection with the westerly line of said Lot 7; thence South 28°52'05" East, along the westerly line of said Lot 7, for a distance of 57.58 feet; thence South 72°51'08" East for a distance of 56.70 feet; thence North 63°11'31" East for a distance of 67.76 feet to a point of intersection with the easterly line of said Lot 7; thence North 33°16'40" West, along the easterly line of said Lot 7, for a distance of 103.40 feet to the true point of beginning.

Said tract contains 9,536 square feet, more or less.

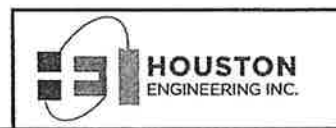
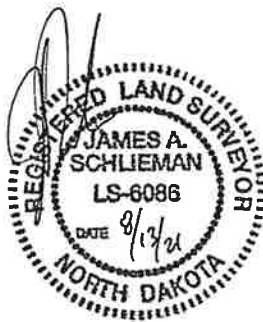
Description - Temporary Easement:

That part of Lot 7, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 7; thence South 33°16'40" East, along the easterly line of said Lot 7, for a distance of 104.75 feet to the true point of beginning; thence South 59°48'47" West for a distance of 99.17 feet to a point of intersection with the westerly line of said Lot 7; thence North 54°39'32" East for a distance of 49.99 feet; thence North 61°38'12" East for a distance of 49.25 feet to a point of intersection with the easterly line of said Lot 7; thence South 33°16'40" East, along the easterly line of said Lot 7, for a distance of 2.93 feet to the true point of beginning.

Said tract contains 295 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

PERMANENT EASEMENT
(Storm Sewer)

KNOW ALL MEN BY THESE PRESENTS that **DARRELL R. JOHNSON AND JESSICA L. JOHNSON**, 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:

That part of Lot 7, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 7; thence South 33°16'40" East, along the easterly line of said Lot 7, for a distance of 104.75 feet to the true point of beginning; thence South 59°48'47" West for a distance of 99.17 feet to a point of intersection with the westerly line of said Lot 7; thence South 28°52'05" East, along the westerly line of said Lot 7, for a distance of 57.58 feet; thence South 72°51'08" East for a distance of 56.70 feet; thence North 63°11'31" East for a distance of 67.76 feet to a point of intersection with the easterly line of said Lot 7; thence North 33°16'40" West, along the easterly line of said Lot 7, for a distance of 103.40 feet to the true point of beginning.

Said tract contains 9,536 square feet, more or less.

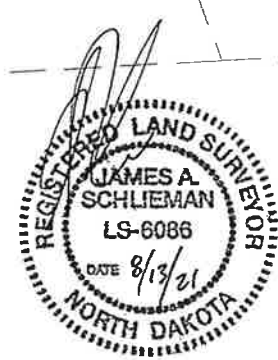
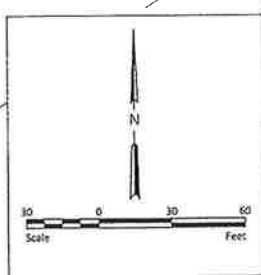
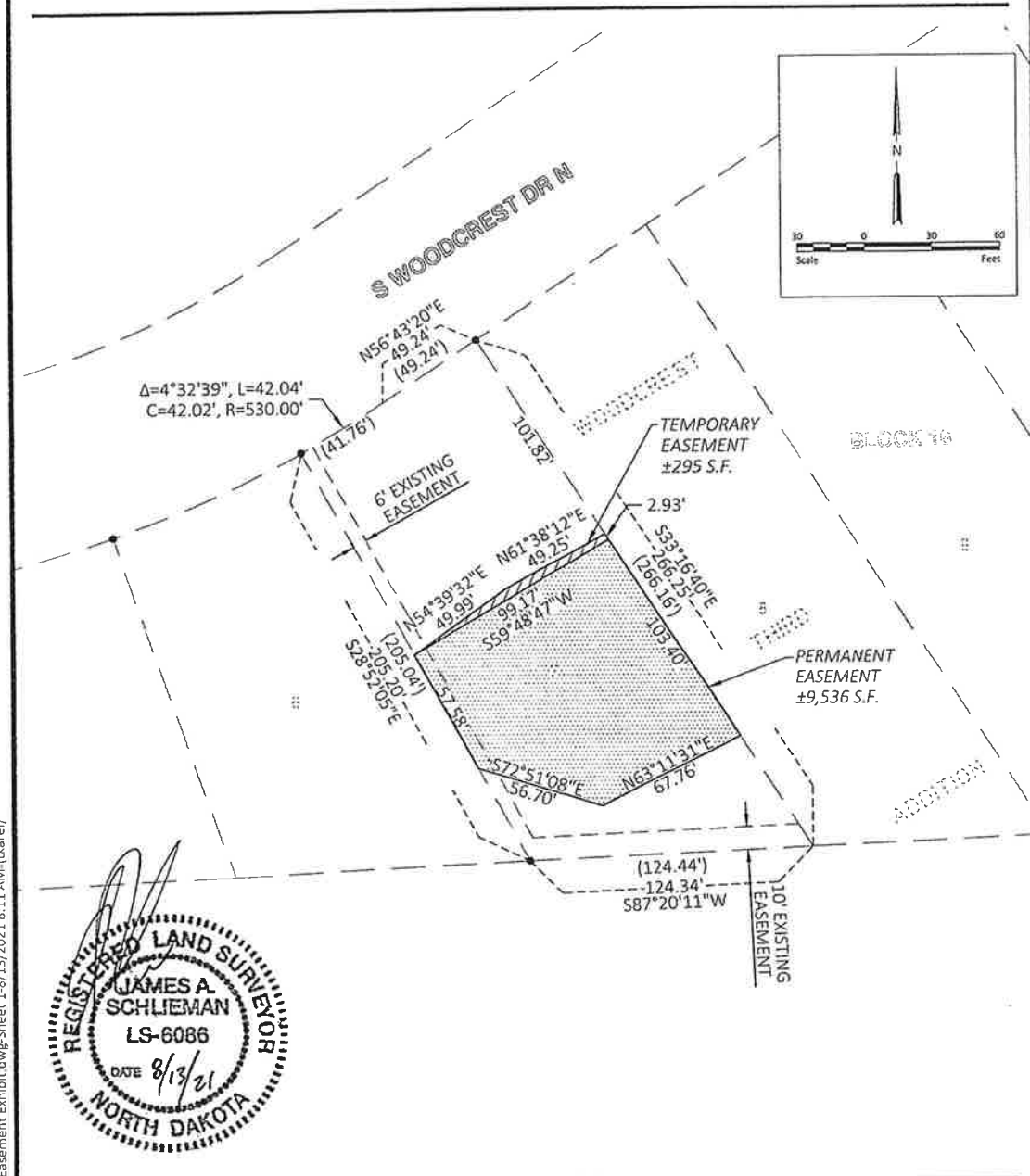
Said parcel is pictorially represented in Exhibit "A" hereto and made a part hereof.

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.)

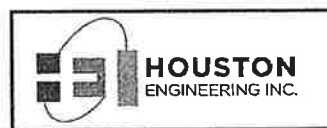
PART OF LOT 7, BLOCK 16
 WOODCREST THIRD ADDITION
 CITY OF FARGO, CASS COUNTY
 STATE OF NORTH DAKOTA



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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	

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.



EASEMENT EXHIBIT

PROJECT NO. 6059-0165	WOODCREST AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2
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PART OF LOT 7, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

Description - Permanent Easement:

That part of Lot 7, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 7; thence South 33°16'40" East, along the easterly line of said Lot 7, for a distance of 104.75 feet to the true point of beginning; thence South 59°48'47" West for a distance of 99.17 feet to a point of intersection with the westerly line of said Lot 7; thence South 28°52'05" East, along the westerly line of said Lot 7, for a distance of 57.58 feet; thence South 72°51'08" East for a distance of 56.70 feet; thence North 63°11'31" East for a distance of 67.76 feet to a point of intersection with the easterly line of said Lot 7; thence North 33°16'40" West, along the easterly line of said Lot 7, for a distance of 103.40 feet to the true point of beginning.

Said tract contains 9,536 square feet, more or less.

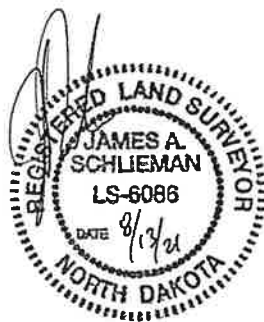
Description - Temporary Easement:

That part of Lot 7, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 7; thence South 33°16'40" East, along the easterly line of said Lot 7, for a distance of 104.75 feet to the true point of beginning; thence South 59°48'47" West for a distance of 99.17 feet to a point of intersection with the westerly line of said Lot 7; thence North 54°39'32" East for a distance of 49.99 feet; thence North 61°38'12" East for a distance of 49.25 feet to a point of intersection with the easterly line of said Lot 7; thence South 33°16'40" East, along the easterly line of said Lot 7, for a distance of 2.93 feet to the true point of beginning.

Said tract contains 295 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
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EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **DARRELL R. JOHNSON AND JESSICA L. JOHNSON**, whether one or more, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), to him 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 temporary construction easement over, upon and in land hereinafter described for the purpose of levee and storm sewer construction and activities appurtenant thereto, said land being more fully described, to-wit:

That part of Lot 7, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 7; thence South 33°16'40" East, along the easterly line of said Lot 7, for a distance of 104.75 feet to the true point of beginning; thence South 59°48'47" West for a distance of 99.17 feet to a point of intersection with the westerly line of said Lot 7; thence North 54°39'32" East for a distance of 49.99 feet; thence North 61°38'12" East for a distance of 49.25 feet to a point of intersection with the easterly line of said Lot 7; thence South 33°16'40" East, along the easterly line of said Lot 7, for a distance of 2.93 feet to the true point of beginning.

Said tract contains 295 square feet, more or less.

Said parcel is pictorially represented in Exhibit "A" hereto and made a part hereof.

Grantor, his successors and assigns, hereby covenants 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 parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, his successors and assigns, further agrees they will not disturb, injure, molest or in any manner interfere with said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project, 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 storage of dirt and all other construction activities was begun.

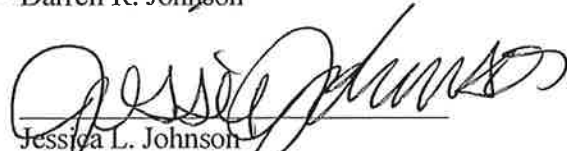
This easement shall terminate on June 30, 2023.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor set her hand and caused this instrument to be executed this 21st day of November, 2021.

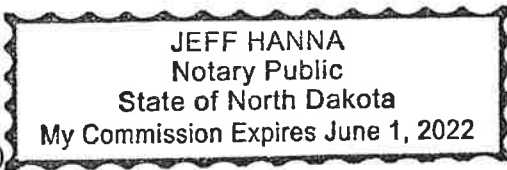
GRANTORS:



Darrell R. Johnson


Jessica L. Johnson

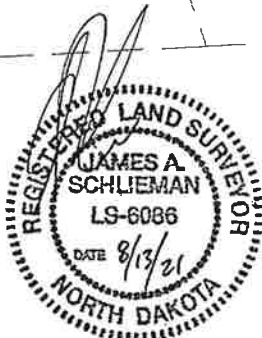
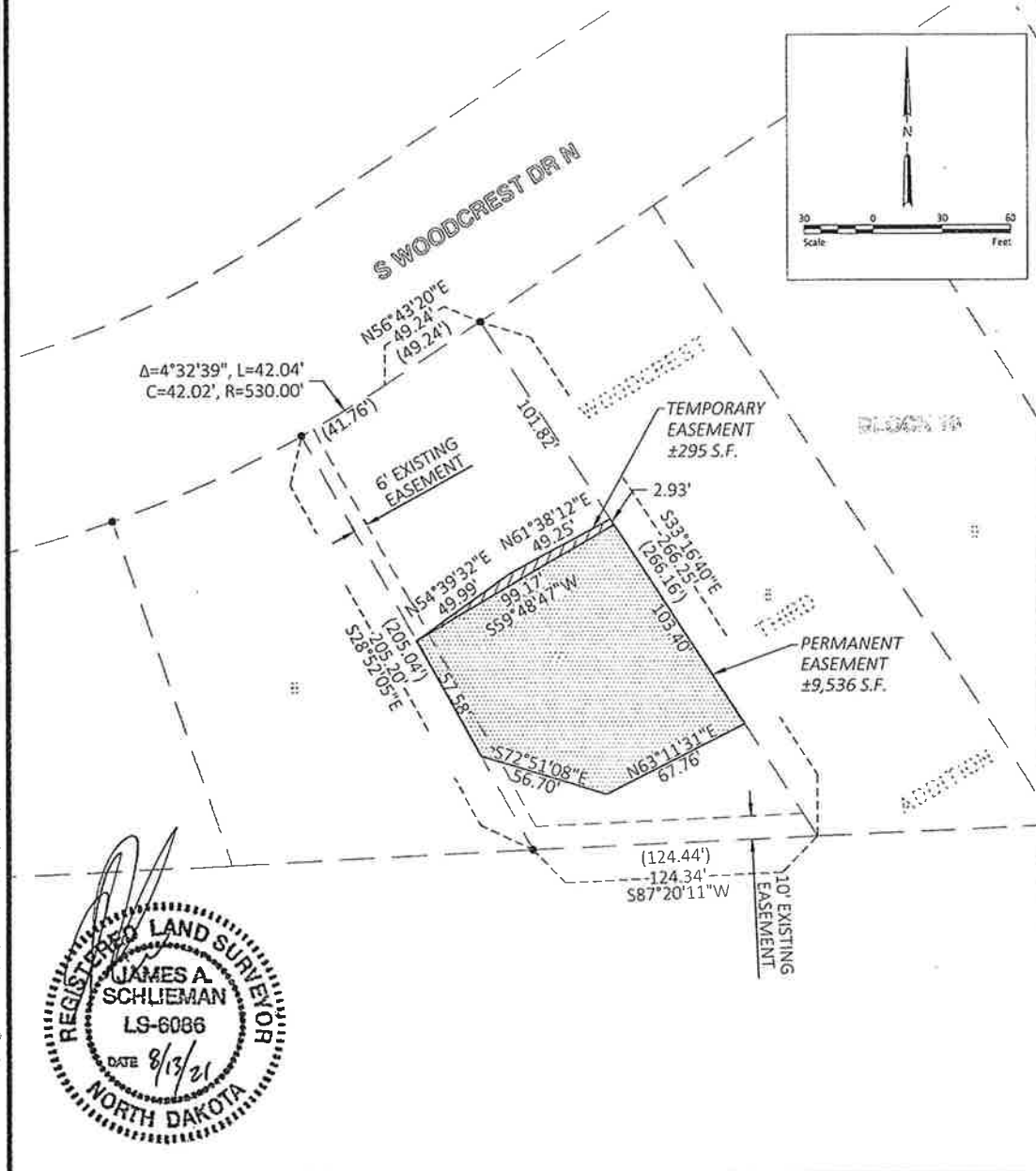
STATE OF North Dakota)
) ss.
COUNTY OF Cass)

On this 24th day of November, 2021, before me, a notary public in and for said county and state, personally appeared Darrell R. Johnson and Jessica L. Johnson to me known to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

(SEAL) 


Notary Public
Cass County, North Dakota

PART OF LOT 7, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



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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	

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.



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 7, BLOCK 16
 WOODCREST THIRD ADDITION
 CITY OF FARGO, CASS COUNTY
 STATE OF NORTH DAKOTA

Description - Permanent Easement:

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Said tract contains 9,536 square feet, more or less.

Description - Temporary Easement:

That part of Lot 7, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 7; thence South 33°16'40" East, along the easterly line of said Lot 7, for a distance of 104.75 feet to the true point of beginning; thence South 59°48'47" West for a distance of 99.17 feet to a point of intersection with the westerly line of said Lot 7; thence North 54°39'32" East for a distance of 49.99 feet; thence North 61°38'12" East for a distance of 49.25 feet to a point of intersection with the easterly line of said Lot 7; thence South 33°16'40" East, along the easterly line of said Lot 7, for a distance of 2.93 feet to the true point of beginning.

Said tract contains 295 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
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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

10

Type: Encroachment Agreement

Location: 704 38th St N

Date of Hearing: 2/14/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/4/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Kristy Schmidt</u>

The Committee reviewed a communication from Civil Engineer, Kristy Schmidt, regarding an Encroachment Agreement with The Dakota Boys and Girls Ranch Foundation at 704 38th Street North.

There is an existing paved area in the ROW that is being used as parking. The Owner has an agreement with Xcel for parking in lot 721 38th Street North and thought they had one with the City. Our record research showed that they do not have an existing Encroachment Agreement with us.

Staff is recommending to formalize this encroachment with the following stipulations:

- Hold the City harmless against any and all expenses, demands, claims or losses sustained by the City by use of the public right of way by the Encroacher.
- Agreement expires upon sale or transfer of the property.

Historically the annual fees have been waived for encroachments in place in excess of 30 years. This encroachment has been in place 20 years. The annual fee would be approximately \$1,460/year based on square footage. The Committee discussed waiving the fee for the current owner. It was also decided that the encroachment would be nontransferable and that fees would be applied if the property was sold as they would be aware of the policy.

On a motion by Nicole Crutchfield, seconded by Tim Mahoney, the Committee voted to recommend approval of the Encroachment Agreement contingent upon the above criteria.

RECOMMENDED MOTION

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

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: None

	<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

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

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

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Kristy Schmidt, CE II
Date: February 10, 2022
Re: Encroachment Agreement - 704 38th Street North - Paved Boulevard

Background:

The Dakota Boys and Girls Ranch Foundation at 704 38th Street North is requesting an Encroachment Agreement. This existing paved area shown (see attachment) in the ROW is being used as parking. The Owner has an agreement with Xcel for parking in lot 721 38th Street North and thought they had one with the City. Our record research showed that they do not have an Encroachment Agreement with us.

An Encroachment Agreement will be prepared if this is approved at PWPEC and once a legal description is received from the Owner.

Staff is recommending formalizing the existing encroachment with an Encroachment Agreement with the following stipulation:

- Hold the City harmless against any and all expenses, demands, claims or losses sustained by the City by use of the public right of way by the Encroacher.
- Agreement expires upon sale or transfer of the property.

Staff is looking for a recommendation whether to waive the annual fee or not. Historically, annual fees have been waived (grandfather in) for encroachments in place in excess of 30 years. This encroachment has been in place 20 years. The annual fee would be approximately \$1460/year based on the square foot usage.

Recommended Motion:

Approve the Encroachment Agreement at 704 38th Street North and advise on whether or not to waive the annual fee.

KLS/klb

Attachments

Kirstie Bosman

From: Andy Westby <Andy.Westby@goldmark.com>
Sent: Wednesday, February 09, 2022 11:03 AM
To: Kristy Schmidt
Subject: Info for encroachment agreement

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

Hello Kristy,

Thanks for your time on the phone just now. Please send me whatever details you can regarding obtaining an encroachment easement for the property at 704 38th St N. Thank you for your help!

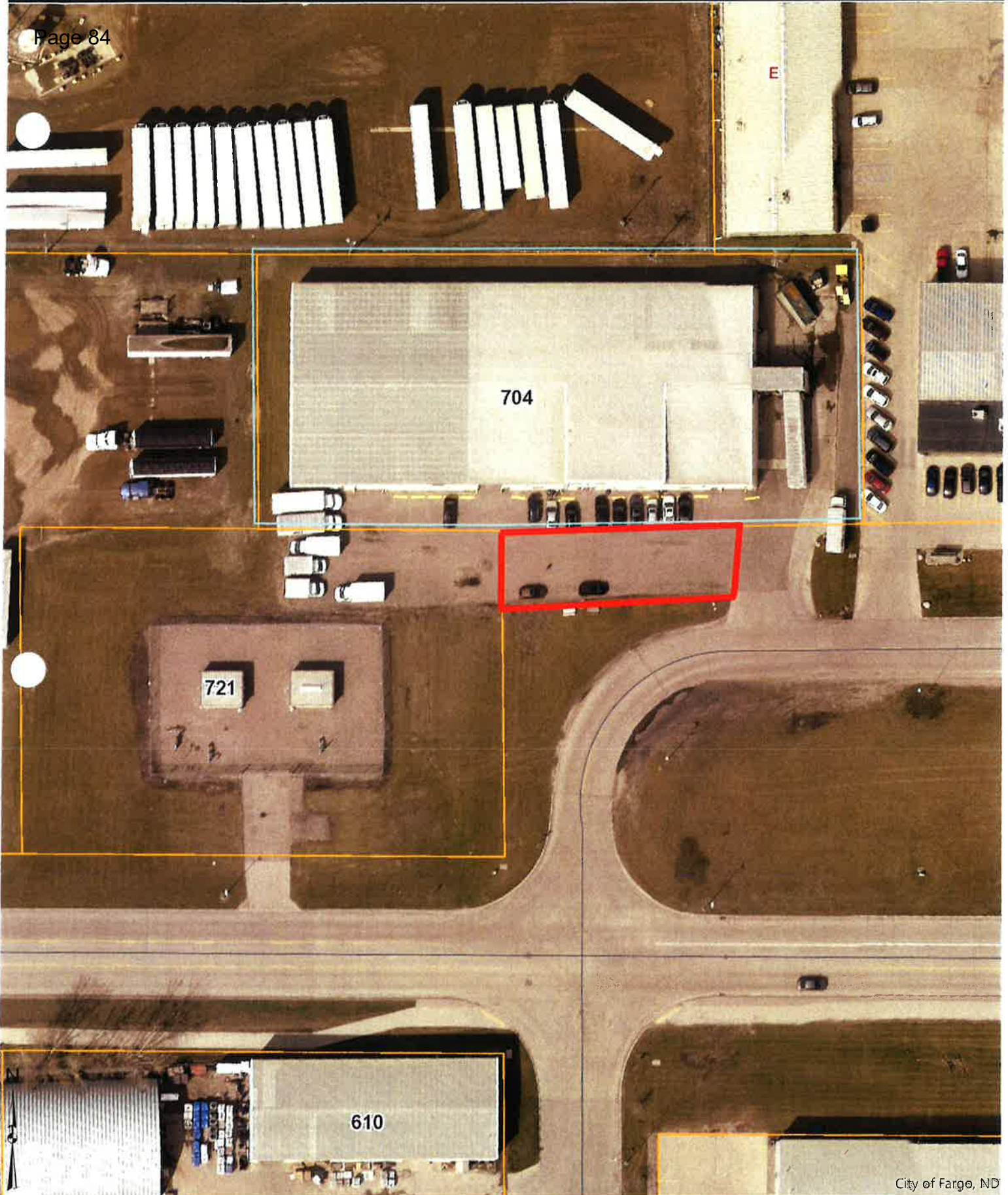
Andy Westby, SIOR | President & Managing Broker

Goldmark Commercial Real Estate, Inc.

2000 44th St S, Suite 102, Fargo, ND 58103

Direct: 701.239.5839 | Mobile: 701.367.5354

andy.westby@goldmark.com | www.goldmarkcommercial.com | Find us on [Facebook!](#)



City of Fargo, ND

This data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

704 38th St N

1:1,128

2/10/2022 1:50 PM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.



ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between **DAKOTA BOYS AND GIRLS RANCH FOUNDATION**, a North Dakota nonprofit Corporation (“Dakota Boys and Girl Ranch” or “Owner”), and the **CITY OF FARGO**, a North Dakota municipal corporation, (hereinafter referred to as "City"),

WITNESSETH:

WHEREAS, Dakota Boys and Girls Ranch desires to encroach on a portion of City public right of way (“PROW”) (the Encroachment Area is more fully described below) to maintain a paved parking surface; and,

WHEREAS, the purpose of this encroachment agreement is to detail the parties’ responsibilities with respect to the paved parking surface in the PROW; and,

WHEREAS, Dakota Boys and Girls Ranch has requested permission to continue to encroach on the PROW; and,

WHEREAS, Dakota Boys and Girls Ranch has agreed to execute this encroachment agreement (“Agreement”) required by City to permit private facilities to encroach on the PROW.

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, it is hereby agreed by and between the parties hereto as follows:

1. Dakota Boys and Girls Ranch owns all right title and interest in the property legally described as follows:

Part of Lots 12 and 13 of Arndts-Devener Subdivision, to the City of Fargo, situate in the County of Cass and the State of North Dakota

Described as following: commencing at southwest corner of Lot 12, then on an assumed bearing of north 00 degrees 03 minutes 45 seconds west along west line of Lot 12 of a distance of 316.51 feet, then south 88 degrees 40 minutes 51 seconds east 382.55 feet to point of beginning, then continuing south 88 degrees 40 minutes 51 seconds east 310.08 feet, then south 00 degrees 00 minutes 00 seconds west 136.29 feet, then north 90 degrees 00 minutes 00 seconds west 185 feet, then north 88 degrees 40 minutes 51 seconds west 125 feet, then north 00 degrees 00 minutes 44 seconds west 140.55 feet to point of beginning.

(“Dakota Boys & Girls Ranch Property”).

2. Dakota Boys and Girls Ranch will be permitted to leave in place the existing paved parking surface on a portion of the PROW adjacent to the Dakota Boys & Girls Ranch Property, such property legally described as follows:

That part of 38th Street North, dedicated as a public street to the City of Fargo, Cass County, North Dakota, described as follows:

That part of Lots 12 and 13, Arndts-Devener Subdivision, in the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Lot 12; thence North 87°47’25” East, along the southerly line of said Lot 12, for a distance of 507.70 feet to the southeast corner of a tract of land described in Document No. 762629, on file at the Cass County Recorder’s Office; thence North 03°40’37” West, along the easterly line of said tract, for a distance of 135.96 feet to the true point of beginning; thence continue North 03°40’37” West, along the easterly line of said tract, for a distance of 40.00 feet to the northeast corner of said tract, said point also lying on the southerly line of a tract of land described in Document

No. 829770, on file at the Cass County Recorder's Office; thence North 86°28'16" East, along the southerly line of a tract of land described in said Document No. 829770, for a distance of 185.00 feet to the southeast corner of said tract; thence South 02°17'44" West, for a distance of 40.21 feet; thence South 86°28'16" West for a distance of 180.82 feet to the true point of beginning.

Said tract contains 7,316 square feet, more or less ("Encroachment Area").

3. Upon discontinuance of use of the PROW or removal of any of the paved parking surface, Dakota Boys and Girls Ranch shall restore the PROW to greenspace, including establishment of grass, at City direction.

4. The parties further understand and agree that the cost of any repairs to the PROW occasioned by the permitted encroachment shall be Dakota Boys and Girls Ranch's sole responsibility, at its sole cost.

5. In the event Dakota Boys and Girls Ranch fails to maintain the PROW to City's satisfaction, City agrees to notify Dakota Boys and Girls Ranch of the deficiencies. Except in the event of an emergency, as determined by City, Dakota Boys and Girls Ranch shall have 10 days in which to undertake the necessary repairs to paved parking surface in the PROW. Failure to complete the repairs in a timely manner shall result in City undertaking the work. The parties understand and agree that City shall assess the costs directly to the Dakota Boys & Girls Ranch Property following the Infrastructure Funding Policy in effect at the time of repairs. City will levy special assessments against the Dakota Boys & Girls Ranch Property to recover all costs of the Project, in accordance with North Dakota Century Code Chapter 40-22. Owner waives its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to North Dakota Century Code § 40-22-17, and specifically consents to the construction of the improvements and to the assessment of all costs thereof to the Dakota Boys & Girls Ranch Property. Owner further waives its right to protest the amount, benefit or any other assessment attribute related to the work completed

by City. Project costs, which may be assessed against the Owner's Property, include all costs of completing the project, including engineering, fiscal agent's and attorney fees, and all other costs authorized by law.

6. To the fullest extent permitted by law, Dakota Boys and Girls Ranch agrees to further hold the City harmless against any and all expenses, demands, claims or suits for damages or injury of any kind that may be brought against the City, its officers, agents and employees, its property, streets, sidewalks, and any other municipal improvements arising from Owner's use of the PROW. Dakota Boys and Girls Ranch further agrees to pay any and all costs the City incurs to enforce this indemnity provision, including attorney's fees. Dakota Boys and Girls Ranch also agrees to secure General Liability Insurance naming the City as an additional insured in an amount not less than \$1,000,000 and shall present the certificate of insurance to the City indicating acceptance by its insurer of its obligation to defend and hold the City harmless.

7. This Agreement is personal to Dakota Boys and Girls Ranch and shall terminate upon sale, transfer or assignment of the Dakota Boys & Girls Ranch Property. Subsequent owners may request permission to encroach, and enter into a separate agreement with City, which shall not be unreasonably withheld by City. The non-transferability of this Agreement is partly intended to assure the existence of the necessary insurance to defend and hold the City harmless by the responsible party.

8. It is specifically understood and agreed that in the event City reconstructs or repairs the roadway in the future above or underground infrastructure adjacent to the Dakota Boys & Girls Ranch Property, City may require removal of the paved parking surface from the PROW. The parties understand and agree that City shall not be responsible for repair or replacement of the paved parking

surface in the Encroachment Area; City shall neither repair or replace the paved parking surface nor be responsible for any costs occasioned by the City work in the vicinity of the Encroachment Area.

9. It is further understood and agreed that within ninety (90) days' written notice from City, Dakota Boys and Girls Ranch shall remove the paved parking surface from the PROW as directed by City, allowing the City to re-take and to use the PROW. The City's request to remove, relocate, or restore the paved parking surface will be in the City's sole discretion, but shall not be arbitrary or without good reason. This Agreement does not provide for Dakota Boys and Girls Ranch's use of the PROW for a guaranteed minimum duration.

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

11. In the event Dakota Boys and Girls Ranch redevelops any portion of these lots, Dakota Boys and Girls Ranch understands and agrees that this Agreement shall terminate, and that Dakota Boys and Girls Ranch shall be required to remove the paved parking surface and comply with Fargo Municipal Code Ch. 20. Dakota Boys and Girls Ranch shall restore this portion of the PROW to greenspace, including establishment of grass, at City direction.

12. It is understood and agreed by and between the parties that this Agreement and permission to encroach is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist, provided City acknowledges that it is not aware of any current such limitations.

13. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.

14. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City to enforce each and every term of this Agreement.

15. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.

16. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.

17. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

18. Dakota Boys and Girls Ranch agrees to pay City a \$500 processing fee.

19. **EFFECTIVE DATE.** This Agreement shall be effective as of the date and year last signed by the parties below, as reflected by the date of acknowledgement thereof.

(Signatures on following pages)

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>					
TYPE	DESCRIPTION	POLICY NUMBER	START DATE	END DATE	LIMITS
Y	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ACP	91091-37900-03	01/01/2021	06/30/2022	EACH OCCURRENCE PRODUCTS/COMPLETED OPERATIONS MEDICAL EXPENSE \$ 2,000,000 \$ 0 \$ 0
Y	<input checked="" type="checkbox"/> GENERAL AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> AUTO <input checked="" type="checkbox"/> LOC OWNERS Private Vehicles				NONOWNERS & SOLE RENTERS GENERAL AGGREGATE PRODUCTS - COMPLETED OPERATIONS Medical Expenses \$ 2,000,000 \$ 4,000,000 \$ 4,000,000
Y	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNERS <input checked="" type="checkbox"/> ALLOCATED <input checked="" type="checkbox"/> NON-OWNERS <input checked="" type="checkbox"/> AUTO ONLY <input checked="" type="checkbox"/> SCHEDULED <input checked="" type="checkbox"/> AUTO <input checked="" type="checkbox"/> UNLICENSED <input checked="" type="checkbox"/> AUTO ONLY	250340001	01/01/2021	06/30/2022	OWNERS & SOLE RENTERS SOLELY OWNED & OPERATED SOLELY RENTED PRODUCTS/COMPLETED OPERATIONS Medical Expenses \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$
Y	<input checked="" type="checkbox"/> WRECKLESS LINE <input checked="" type="checkbox"/> EXCESS LINE <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> RETENTION \$5,000	91091-37901-70	01/01/2021	06/30/2022	EACH OCCURRENCE AGGREGATE \$ 10,000,000 \$ 10,000,000
Y	<input checked="" type="checkbox"/> WORKERS COMPENSATION EMPLOYER'S LIABILITY ALL EMPLOYERS CONTRACTORS LIABILITY \$1 MIL \$ 1 MIL PER YEAR \$ 100,000 PER OCCURRENCE	N/A			EACH ACCIDENT \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
Y	<input checked="" type="checkbox"/> Standard Equipment <input checked="" type="checkbox"/> Equipment Breakdown Coverage	91091-37900-03	01/01/2021	06/30/2022	Equipment Coverage \$10,000,000
<p>Information for additional coverages: (1) additional coverages are not available for this policy; (2) additional coverages are available for purchase through applicable insurance companies.</p> <p>Coverages are provided by: Citizens Surety & Bond Company, City of Fargo, & Citizens Property Management Co. as additional approved insurers.</p> <p>Certificate holder is notified of Additional Insured with respect to General Liability where required by written contract. Designated Location(s) General Aggregate Limit, Contractual Limitation of Damages to 10 days maximum for non-payment and 20 days maximum to resolve other than Policy Recovery. Waiver of Subrogation applies in favor of Additional Insured with respect to General Liability where required by written contract. \$1,000,000 Special Deductible Car share event and \$2,000 per seat price. Tobacco is included as it pertains to the General Liability and Excess Liability policies. For Complete Liability Policy Follow Form.</p> <p>Location Number 415 S. 7th St Fargo ND 58102</p>					
CERTIFICATE HOLDER Citizens Property Management Co Islander, Goldmark Property Management Inc Box 848 136 PO BOX 10817 Fargo ND 58117 City of Fargo 2			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Approved & signed here to: DV Carter Agency Inc.		



March 25, 2022

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

Re: Farm Lease Agreement – 5636, 5638, 6054 & 6056 Veterans Blvd S

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Farm Lease Agreement with Chad Johnson and Kyle Johnson. An agreement has been reached and at this time, we are requesting approval of the Farm Lease Agreement. The Farm Lease Agreement has been reviewed and the City Engineer's office recommends approval.

RECOMMENDED MOTION: I/we hereby move to approve and accept the Farm Lease Agreement with the **Chad Johnson and Kyle Johnson** and that the Mayor be instructed to execute the same on behalf of the City of Fargo.

Please return the signed original.

Respectfully submitted,

A handwritten signature in black ink that reads 'Shawn G. Bullinger'.

Shawn G. Bullinger
Land Acquisition Specialist

C: Nathan Boerboom
Nancy J. Morris

FARM LEASE
(Oak Grove)

THIS LEASE, made and entered on the date set forth hereinafter, by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, 225 4th Street North, Fargo, ND 58102, herein referred to as "Lessor", and Chad Johnson and Kyle Johnson, 383 Hwy 9 North, Glyndon, MN 56547, herein referred to as "Lessee" whether one or more.

Lessor demises and lets to Lessee to occupy and to use for agricultural purposes and for no other purposes, property comprising approximately one hundred thirty-two (132) acres located on the following described parcel, and as shown in Attachment A:

All that part of the Northwest Quarter (NW¼) of Section Four (4), Township One Hundred Thirty-eight (138) North, Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota, lying South and East of Cass County Drain No. 27,

LESS: That part of the Northwest Quarter of Section 4, Township 138 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, described as follows:

Beginning at the northeast corner of said Northwest Quarter; thence South 01 degree 56 minutes 40 seconds East along the east line of said Northwest Quarter a distance of 439.68 feet; thence South 88 degrees 03 minutes 08 seconds West to a point on a line lying parallel with and 205.00 feet southeasterly, as measured at right angles, of the southeasterly line of AUSTIN'S SUBDIVISION, according to the recorded plat thereof; thence South 55 degrees 59 minutes 16 seconds West along said parallel line a distance of 2619.13 feet to a point on a line lying 200.00 feet east of and parallel with the west line of said Northwest Quarter; thence North 02 degrees 01 minute 05 seconds West along said parallel line a distance of 241.72 feet to a point on the southeasterly line of said AUSTIN'S SUBDIVISION; thence North 55 degrees 59 minutes 16 seconds East along the southeasterly line of said AUSTIN'S SUBDIVISION a distance of 2751.94 feet; thence northeasterly 151.99 feet along a tangential curve concave to the northwest having a radius of 150.00 feet along the southeasterly line of said AUSTIN'S SUBDIVISION to a point on the north line of said Northwest Quarter; thence North 87 degrees 55 minutes 49 seconds East along the north line of said Northwest Quarter a distance of 11.42 feet to the northeast corner thereof, the point of beginning.
and,

That part of the Northwest Quarter of Section 4, Township 138 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota described as follows:

Beginning at the most southerly corner of AUSTIN'S SUBDIVISION, according to the recorded plat thereof; thence North 55 degrees 59 minutes 16 seconds East along the southeasterly line of said AUSTIN'S SUBDIVISION a distance of 235.82 feet; thence South 02 degrees 01 minute 05 seconds East parallel with the west line of said Northwest Quarter a distance of 241.72 feet to a point on a line lying parallel with and 205.00 feet southeasterly, as measured at right angles, of the southeasterly line of said AUSTIN'S SUBDIVISION; thence South 55 degrees 59 minutes 16 seconds West along said parallel line a distance of 182.32 feet; thence southwesterly 55.68 feet along a tangential curve concave to the southeast having a radius of 470.00 feet to a point on the west line of said Northwest Quarter; thence North 02 degrees 01 minute 05 seconds West along the west line of said Northwest Quarter a distance of 245.60 feet to the most southerly corner of said AUSTIN'S SUBDIVISION, the point of beginning.

Tract Two: The Southwest Quarter (SW¼) of Section Four (4), Township One Hundred Thirty-eight (138) North, Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota,

together with all hereditaments and appurtenances belonging thereto (the "Property").

II.

The term of the lease shall be for the farming season of 2022. That the term of this lease shall commence on the date set forth hereinafter and shall expire in one (1) year.

III.

Lessee agrees to pay Lessor, payable all in cash on the date of the lease hereof, the sum of Fifteen Thousand Eight Hundred Forty Dollars (\$15,840), based on a rental rate of One Hundred Twenty Dollars per Acre (\$120/ac.).

IV.

Except as otherwise provided in special conditions set forth hereinafter, Lessee agrees to make a reasonable effort to return the above-described property at the termination of this lease in a plowed condition.

V.

Lessee agrees to furnish the property and services, and to pay any and all items of expense related to farming including, but not limited to, all the machinery, equipment and labor necessary to farm the premises properly; all fertilizer and chemical; all seed; and any necessary insurance, workforce safety insurance coverage, or crop insurance. The Lessee is not the agent of Lessor. There is to be no employer-employee relationship between the Lessor and Lessee or the Lessee's employees.

VI.

In addition to the agreements covered by the foregoing sections of this lease, Lessee further agrees as follows:

- a. To faithfully cultivate the farm in a timely, thorough, good and appropriate manner.
- b. To keep any and all fences, tree rows, and other improvements on the property in as good repair and condition as they are at the commencement of this lease, or in as good repair and condition as may be put by Lessor during the term of this lease, ordinary wear, loss by fire or unavoidable destruction excepted.
- c. To keep open ditches, grass waterways, and drainage ditches. All ditches and drainage ditches shall be maintained by Lessee in their present condition. Lessee at its own cost shall keep said ditches or drainage ditches open whether or not blockage of the same may be caused by erosion of soil due to Lessee's negligence. Lessee may also accomplish, at its own cost, any additional drainage work deemed necessary.
- d. To prevent all unnecessary waste, or loss, or damage to the property of Lessor.
- e. Not to assign this lease or sublet any part of the premises without the prior written consent of Lessor.
- f. Not to allow noxious weeds to go to seed on the premises, but destroy them and to keep trimmed and mowed the weeds and grasses on the roads adjoining the leased premises. Lessee agrees to conduct a good and sufficient weed control program on the acreage at the Lessee's own expense.

VII.

That the Lessee shall not do, or fail to do, any act or thing which shall adversely affect the acreage allotments pertaining to the above-described premises as set up by the United States Department of Agriculture or other government program, it shall be entitled to receive all of the payment resulting from each participation.

VIII.

That the Lessee shall receive the whole of the crops to be raised in and upon the above-described premises during the term hereof.

IX.

Lessor reserves the right of itself, its agents, employees or prospective buyers, to enter upon the leased premises at any reasonable time for the purpose of viewing the same or making repairs or improvements thereon, provided that such entry and activity shall not interfere with Lessee's occupancy. In the event Lessee abandons the subject property or otherwise breaches this agreement, then, and in that event, Lessor shall have the right to reenter the demised premises without terminating this lease and relet the demised premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may be advisable. All rentals received by the Lessor from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting, including but not limited to brokerage fees and attorney's fees; third, to the payment of unpaid rent hereunder; and the remainder, if any, shall be held by Lessor and applied in payment of future rents as the same may become due and payable hereunder. If such rentals received from such reletting during the remaining term of the lease be less than that to be paid during the term of the lease by Lessee hereunder, Lessee, upon demand shall immediately pay any such deficiency to Lessor. No such re-entry or taking possession of the demised premises by Lessor shall be construed and an election on its part to terminate this lease unless a written notice of such intention is given to Lessee or unless the termination thereof shall be decreed by a court of competent jurisdiction.

X.

The parties agree that time shall be of the essence hereof, and that the provisions of this agreement shall extend to and be binding upon the successors, heirs, administrators, executors and assigns of the parties hereto.

XI.

The Lessee agrees to indemnify and hold harmless the Lessor from any claims or liability arising from Lessee's use and possession of the property.

XII.

Failure of Lessor to insist upon strict performance of any of the terms and/or conditions of this lease shall not be deemed as a waiver of any rights or remedies for any subsequent breach or default in these terms and/or conditions. This lease may be changed or modified only by written agreement signed by all parties. In no event may this lease be changed or modified orally.

XIII.

All payments not made when due shall draw interest at the rate of twelve percent (12%) per annum provided that said rate shall only apply to the extent not deemed

usurious, it being understood and agreed that the rate of interest shall be the maximum rate under North Dakota usury laws, not to exceed twelve percent (12%) per annum.

XIV.

The Lessee agrees that any chemicals, fuel, fertilizer, or other hazardous materials used on the property shall be used in full compliance with the instructions or application labels furnished with the materials and in compliance with all federal, state and other laws or regulations regulating the usage of these materials. The Lessee agrees that no such materials shall be stored or disposed of on the property without the prior written consent of the Lessor. The Lessee shall be responsible for any damages resulting from Lessee's usage of such materials on the subject property and agrees to indemnify and hold harmless Lessor in the event of any claim resulting from such damage.

XV.

In the event of Lessee's default in performing any of the duties agreed to in this lease, Lessor shall have the right to collect from Lessee, to the extent allowed by law, all the costs reasonably incurred in enforcing this lease, including, but not limited to, attorney's fees, seeding, plowing, cultivation costs, chemical application and ditch maintenance.

XVI.

Lessor and Lessee specifically understand and agree that this agreement shall be void and of no further effect if the land shall be sold by Lessor during the term hereof provided, however, that if such sale occurs at a time when spring planting has already occurred, the lease shall remain in effect for that portion of the property that has been seeded for the remainder of that particular crop year. If spring planting has not occurred at the time of sale by Lessor, but Lessee has applied any chemicals or fertilizer, Lessee shall recover only the actual documented cost of purchasing said chemical or fertilizer. No costs of application of such chemical or fertilizer shall be allowed.

Dated. _____ LESSOR.

CITY OF FARGO,
a North Dakota municipal corporation

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


ATTEST:

Steven Sprague, City Auditor

Dated. _____ LESSEE:



Chad Johnson



Kyle Johnson

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Access Agreement

Location: Lift Stations #55 & #56

Date of Hearing: 3/14/2022

<u>Routing</u>	<u>Date</u>
City Commission	4/4/2022
PWPEC File	X
Project File	Jody Bertrand

The Committee reviewed the accompanying correspondence from Division Engineer, Jody Bertrand, regarding an Access Agreement with Southeast Cass Water Resource District (SECWRD) to allow storm sewer lift station outfalls to be installed into Drain #27.

Staff is recommending approval of the Access Agreement with SECWRD.

On a motion by Ben Dow, seconded by Ryan Erickson, the committee voted to recommend approval of the Access Agreement with SECWRD.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Access Agreement with Southeast Cass Water Resource District.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

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

COMMITTEE

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

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

ATTEST:


 Tom Knakmuhs, P.E.
 Assistant City Engineer

Memorandum

To: Members of PWPEC

From: Jody Bertrand, Division Engineer

Date: March 14, 2022

Re: Access Agreement with Southeast Cass Water Resource District for Easements for Storm Sewer Outfalls for Lift Stations 55 & 56 Reconstruction

Background:

The City of Fargo is reconstructing two storm sewer lift stations along 42nd Street South adjacent to Drain #27. This work is anticipated to start in the summer of 2022 and continue into the summer of 2023. The City requested easements from Southeast Cass Water Resource District to discharge into Drain #27 and the attached Access Agreement details the terms for the use of the storm sewer easements with attached location exhibits produced by Houston Engineering.

Recommended Motion:

Approve the Access Agreement with Southeast Cass Water Resource District to allow storm sewer lift station outfalls to be installed into Drain #27.

JRB/klb
Attachments

C: Brenda Derrig, City Engineer

PART OF DRAIN NO. 27
 SE 1/4, SEC. 27, T. 139N, R. 49W
 CITY OF FARGO, CASS COUNTY
 STATE OF NORTH DAKOTA



Description- Parcel 1 (Permanent Easement):

That part of the Southeast Quarter of Section 27, Township 139 North, Range 49 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the northwest corner of Lot 1, Block 1, SHP Second Addition to the City of Fargo, said plat being on file at the Cass County Recorder's Office; thence North 88°10' 33" East, along the northerly line of said Lot 1 and along the southerly line of Cass County Drain No. 27, for a distance of 96.00 feet; thence North 02°06'24" West for a distance of 157.00 feet; thence South 88°10'33" West for a distance of 100.00 feet; thence South 02°06'24" East for a distance of 157.00 feet to a point of intersection with the southerly line of said Drain No. 27; thence North 88°10' 33" East, along the southerly line of said Drain No. 27, for a distance of 4.00 feet to the point of beginning.

Said tract contains 15,700 square feet, more or less.

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

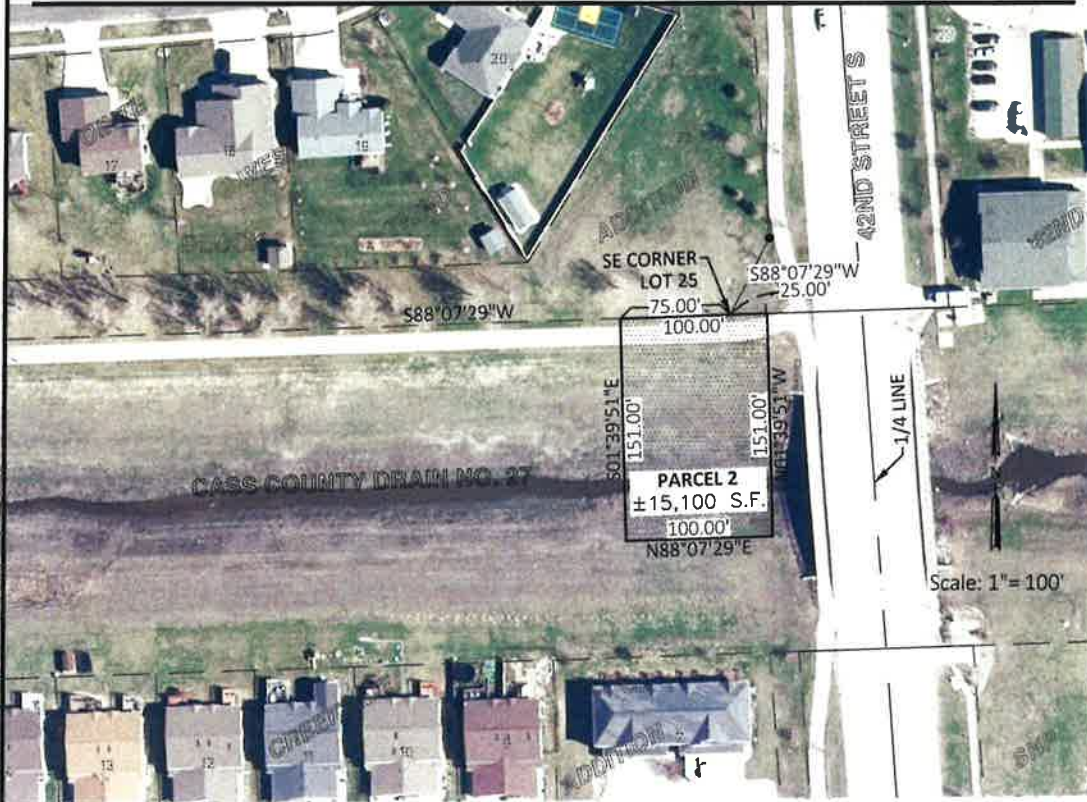
PROJECT NO.
6059-0062

DRAIN NO. 27 - I29 TO 42ND STREET FLOOD MITIGATION
 CITY OF FARGO, CASS CO., ND

SHEET
1 OF 1

H:\JUN\6000\6059\13_6059_062\1-Phase 010\CAD\Plans\Master Easements- 2022.dwg-PARCEL 1-3/8/2022 8:34 AM: (dbuchholz)

PART OF DRAIN NO. 27
 SW 1/4, SEC. 27, T. 139N, R. 49W
 CITY OF FARGO, CASS COUNTY
 STATE OF NORTH DAKOTA



Description- Parcel 2 (Permanent Easement):

That part of the Southwest Quarter of Section 27, Township 139 North, Range 49 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the southeast corner of Lot 25, Block 6, Pointe West Third Addition to the City of Fargo, said plat being on file at the Cass County Recorder's Office; thence South 88°07'29" West, along the southerly line of said Lot 25 and along the northerly line of Cass County Drain No. 27, for a distance of 75.00 feet; thence South 01°39'51" East for a distance of 151.00 feet; thence North 88°07'29" East for a distance of 100.00 feet; thence North 01°39'51" West for a distance of 151.00 feet to a point of intersection with the northerly line of said Drain No. 27; thence South 88°07'29" West, along the northerly line of said Drain No. 27, for a distance of 25.00 feet to the point of beginning.

Said tract contains 15,100 square feet, more or less.

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	

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.



EASEMENT EXHIBIT

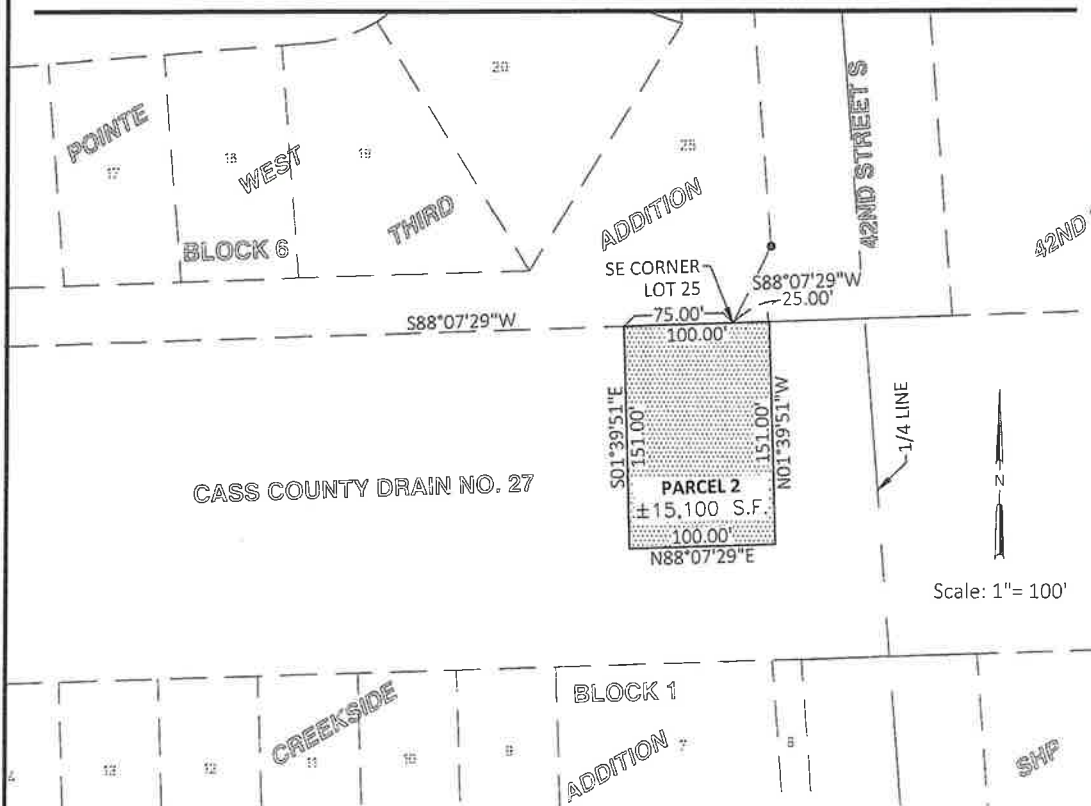
PROJECT NO.
6059-0062

DRAIN NO. 27 - I29 TO 42ND STREET FLOOD MITIGATION
 CITY OF FARGO, CASS CO., ND

SHEET
1 OF 1

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PART OF DRAIN NO. 27
 SW 1/4, SEC. 27, T. 139N, R. 49W
 CITY OF FARGO, CASS COUNTY
 STATE OF NORTH DAKOTA



Description- Parcel 2 (Permanent Easement):

That part of the Southwest Quarter of Section 27, Township 139 North, Range 49 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the southeast corner of Lot 25, Block 6, Pointe West Third Addition to the City of Fargo, said plat being on file at the Cass County Recorder's Office; thence South 88°07'29" West, along the southerly line of said Lot 25 and along the northerly line of Cass County Drain No. 27, for a distance of 75.00 feet; thence South 01°39'51" East for a distance of 151.00 feet; thence North 88°07'29" East for a distance of 100.00 feet; thence North 01°39'51" West for a distance of 151.00 feet to a point of intersection with the northerly line of said Drain No. 27; thence South 88°07'29" West, along the northerly line of said Drain No. 27, for a distance of 25.00 feet to the point of beginning.

Said tract contains 15,100 square feet, more or less.



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	

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.



EASEMENT EXHIBIT

PROJECT NO.
6059-0062

**DRAIN NO. 27 - I29 TO 42ND STREET FLOOD MITIGATION
 CITY OF FARGO, CASS CO., ND**

SHEET
1 OF 1

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ACCESS EASEMENT
(Storm Sewer Easement)

THIS EASEMENT is made this ____ day of _____, 2022, by the Southeast Cass Water Resource District, a North Dakota political subdivision, with a post office address of 1201 Main Avenue West, West Fargo, North Dakota 58078-1301 (the “District”); and the City of Fargo, a North Dakota municipal corporation, with a post office address of 225 - 4th Street North, Fargo, North Dakota 58102 (the “City”).

RECITALS

A. The District owns, operates, and maintains Cass County Drain No. 27 (“Drain 27”), a legal assessment drain; portions of Drain 27 are located within the City’s municipal boundaries.

B. The City wishes to extend and construct two storm sewer pipelines to discharge into Drain 27, along with associated appurtenances and other storm sewer infrastructure (collectively, the “Storm Sewer Pipelines”), all on property owned by the District.

C. The District has agreed to convey an easement to the City for purposes of the construction, operation, and maintenance of the Storm Sewer Pipelines, subject to the terms and conditions contained in this Easement.

In consideration of the mutual covenants contained in this Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **The Storm Sewer Property.** The District grants and conveys to the City a non-exclusive, permanent easement, including the easement rights described in this Easement, upon, over, across, and through the following real property in Cass County, North Dakota:

See attached **Exhibit A.**

The property described above is the “Storm Sewer Property.” The District does not warrant fee simple ownership of the Storm Sewer Property and only conveys those rights to the City permitted under North Dakota law that are consistent with the District’s rights in the Storm Sewer Property.

*Southeast Cass Water Resource District
City of Fargo
Storm Sewer Pipeline Easement*

Page 2

2. **Easement Rights.** Under this Easement, the District grants to the City, its officers, employees, agents, representatives, consultants, and contractors, a permanent and perpetual easement upon, over, in, under, across, and through the Storm Sewer Property for the following purposes: installing, constructing, inspecting, maintaining, reconstructing, altering, repairing, replacing, operating, improving, modifying, and removing the Storm Sewer Pipelines and all associated appurtenances and other storm sewer infrastructure; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, or other materials; moving, storing, and removing equipment, materials, and supplies; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Storm Sewer Property; and the right to perform any other work necessary and incident to the installation, construction, inspection, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, and removal of pipelines and all associated appurtenances and other storm sewer infrastructure, together with all necessary and reasonable rights of ingress and egress to and from the Storm Sewer Property. The City is solely responsible for the installation, construction, inspection, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, and removal of the Storm Sewer Pipelines and all associated appurtenances and other storm sewer infrastructure at the City's sole cost.

3. **Drainage Priority and Use.** The parties understand and agree that Drain 27 is a public facility that provides drainage benefits and other important public benefits to Cass County and its residents, including the City and residents of the City, and further agree the District's use of Drain 27, including the Storm Sewer Property, as a drainage facility takes priority over any other use of the Storm Sewer Property, including the City's use of the Storm Sewer Property for the Storm Sewer Pipelines.

4. **No Unreasonable Interference.** The District will not unreasonably interfere with the City's easement rights under this Easement. However, the District's priority use of Drain 27 for drainage, flood protection, or other emergency purposes may require and include temporary disruptions or interference with the City's interest in the Storm Sewer Property. The District will use reasonable care to avoid any damages to the Storm Sewer Pipelines, associated appurtenances, and other storm sewer infrastructure; however, the District will not be liable or responsible for any damages resulting from any construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of Drain 27 by the District, its officers, agents, representatives, employees, consultants, or contractors. In the event any reconstruction, modification, or improvement of Drain 27 requires any modifications to the Storm Sewer Pipelines, associated appurtenances, or other storm sewer infrastructure, the City will modify the infrastructure at the City's expense and, if necessary, the parties will amend this Easement for purposes of redefining the "Storm Sewer Property."

5. **Improvements and Repairs to the Storm Sewer Property.** Any improvements or repairs to the Storm Sewer Property are subject to the following:

a. Prior to the City's construction, reconstruction, or other improvements of the City's Storm Sewer Pipelines, the City must provide plans and specifications to the District, and the District must first give prior written consent to the design of any construction or improvements; the District will not unreasonably withhold consent.

*Southeast Cass Water Resource District
City of Fargo
Storm Sewer Pipeline Easement*

b. The City will operate and maintain the Storm Sewer Pipelines and related appurtenances at its sole cost.

c. The City will obtain the District's prior written consent prior to commencing any structural repairs, modifications, or improvements to the Storm Sewer Pipelines on or adjacent to the Storm Sewer Property that require excavation; the District will not unreasonably withhold consent.

d. The City will design and construct any and all improvements and required maintenance on the Storm Sewer Pipelines in a manner that ensures adequate drainage of the Storm Sewer Property, with a finished grade that drains the Storm Sewer Property, and that does not result in ponding in or on Drain 27.

e. With the exception of the Storm Sewer Pipelines and related appurtenances, the City will not construct any improvements in, upon, under, over, or across any portion of the Storm Sewer Property; the City will not place any fixtures, equipment, or other personal property on any portion of the Storm Sewer Property; the City will not construct or install, or allow construction or installation of, any utility facilities, lines, structures, or associated appurtenances on, over, in, under, through, or across the Storm Sewer Property; the City will not encumber any portion of the Storm Sewer Property; and the City will not otherwise alter any portion of the Storm Sewer Property without prior consent from the District; the District will not unreasonably withhold consent.

f. The City will repair the Storm Sewer Property and will repair or replace any of the District's structures, facilities, right of way, or any other property owned by the District damaged as a result of the City's construction, operation, inspection, maintenance, alteration, repair, replacement, reconstruction, and removal of the Storm Sewer Pipelines or otherwise damaged as a result of the City's use, access, ingress, and egress granted under this Easement; the City will otherwise repair and return the Storm Sewer Property as nearly as practicable to its original condition following any disturbance or damages, at the City's sole cost.

g. The City will promptly cease any activity and remove any structure or obstruction that interferes with Drain 27 or the District's use of the Storm Sewer Property, at the City's sole cost.

6. **Term.** The rights granted under this Easement are permanent and will only terminate if necessary to protect the integrity of Drain 27; as necessary to comply with any laws, rules, regulations, requirements, or directives of any applicable federal or state agency with regulatory jurisdiction over Drain 27; or in the event of any default by the City not remedied within a reasonable time. In the event of any termination, the District will record an Affidavit of Termination with the Cass County Recorder's Office, and the City will remove any improvements from Drain 27, at the City's sole cost.

*Southeast Cass Water Resource District
City of Fargo
Storm Sewer Pipeline Easement*

7. **Liability.** The City will be solely responsible for all claims, actions, administrative proceedings, judgments, damages, penalties, fines, costs, liabilities, interests, or losses, including costs, expenses, and attorneys' fees, arising out of or as a result of the construction, inspection, maintenance, operation, alteration, repair, replacement, reconstruction, removal, or use of the Storm Sewer Pipelines by the City or the City's officers, consultants, contractors, agents, representatives, employees, or other invitees; any entry upon, use of, or access, ingress, and egress upon, over, or across the Storm Sewer Property by the City or the City's officers, consultants, contractors, agents, representatives, employees, or other invitees; or any act, error, or omission of the City or the City's officers, consultants, contractors, agents, representatives, employees, or other invitees, including any failure to perform under this Easement.

8. **Compliance with Laws.** The City, at its own cost, is solely responsible for promptly complying with all present and future laws, ordinances, rules, and regulations, and obtaining all necessary licenses, permits, registrations, and/or approvals, from all applicable federal, state, county, and municipal governments and any other applicable governmental entities or political subdivisions, and their appropriate departments, commissions, boards, and officers, regarding the Storm Sewer Pipelines or the City's other permissible use, access, ingress, and egress rights upon, over, or across any of the Storm Sewer Property.

9. **Forbearance.** The failure or delay of either party to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this Easement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

10. **Governing Law.** This Easement will be construed and enforced in accordance with North Dakota law.

11. **Interpretation.** This Easement will be construed as if prepared by both parties.

12. **Severability.** If any court of competent jurisdiction finds any provision or part of this Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Easement, and all remaining terms and provisions of this Easement will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Easement is invalid, illegal, or unenforceable.

13. **Entire Agreement.** This Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes all other previous oral or written agreements between the parties.

14. **Assignment.** Neither party may transfer or assign this Easement, or any rights or obligations under this Easement, without the express written consent of the other party.

*Southeast Cass Water Resource District
City of Fargo
Storm Sewer Pipeline Easement*

15. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Easement, or in any amendment, will be binding upon the parties' heirs, successors, and permitted assigns.

16. **Modifications.** Any modifications or amendments of this Easement must be in writing and signed by the District and the City and must be recorded in the Cass County Recorder's Office.

17. **Headings.** Headings in this Easement are for convenience only and will not be used to interpret or construe its provisions.

[Signatures appear on the following pages.]

*Southeast Cass Water Resource District
City of Fargo
Storm Sewer Pipeline Easement*

EXHIBIT A

Legal Description and Survey of the Storm Sewer Property

*Southeast Cass Water Resource District
City of Fargo
Storm Sewer Pipeline Easement*

EXHIBIT B

Legal Description and Survey of the Storm Sewer Property

13

Memorandum

To: Finance Committee
From: Bekki Majerus, Director of Facilities Management
Date: March 4, 2022
Re: Sole Source Procurement for City Hall Janitorial Services

The Facilities Department (Buildings & Grounds) is requesting a sole source procurement for janitorial services on the third floor of City Hall located at 225 4th Street North. In November of 2020, Facilities created an RFP for the janitorial services for the basement, first and second floors of City Hall. Automated Maintenance Services, Inc (AMS) was awarded this contract. Third floor janitorial services was completed by a City of Fargo Facilities employees. This employee tendered his resignation on February 8, 2022. Facilities is requesting that AMS be contracted to provide the additional janitorial services for the third floor. Additional costs are as follows:

February 1, 2022 through December 31, 2022: \$5,777.00/month, or \$63,547.00 in total 2022


January 1, 2023 through December 31, 2023: \$5,870.00/month, or \$70,440.00 in total 2023

The above costs are in line with the square foot costs of the original contract with AMS which will expire on December 31, 2023.

Recommended Motion:

Approve the addition of third floor cleaning services to the current contract with AMS at the rates listed above through the remainder of the existing contract.

RFP 21014B

	<h1>Sole Source and Piggyback Procurement Form</h1>
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Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Automated Maintenance Services Inc.

Estimated Dollar Amount of Purchase:

\$133,987.00

Is this procurement funded by a federal grant?

no

If yes, you must attach a document from the grant agency approving this procurement as a sole source.

The project/service is required to:

This request is for cleaning services for the 3rd floor in the City hall at 225 4th st n.
February 1 2022 through December 31 2022 \$5,777.00 monthly x 11 for a yearly total of \$63,547.00
January 1 2023 through December 31 2023 \$5,870.00 monthly x 12 for a yearly total of \$70,440.00

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

Automated Cleaning Services Inc. (AMS) was awarded the contract to provide cleaning services for the basement, 1st floor and 2nd floor at the City hall from February 1 2021 through December 31st 2023. Buildings and Grounds had an employee who maintained 3rd floor, this employee recently resigned from that position. We would like to maintain continuity and have the same company (AMS) service the building in its entirety. This would avoid the possibility of having multiple competing companies working in the same space.

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

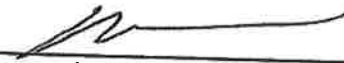
These prices are consistent per sqft. with the awarded price of the original contract. RFP 21014B Automated Maintenance Services is currently the cleaning contractor for City Hall.

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

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

AMS is currently the only cleaning service company working in the City Hall at 225 4th st, north.

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

Signature: 
(Requestor)


Printed Name: Mark Fournier

Department: Buildings and Grounds/Facilities Mainte

Title: MAIII

Date: 03-02-22

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

 (Requestor Initials)

CITY OF FARGO CUSTODIAL CONTRACT

Fargo City Hall

Third floor add-on contract Feb 1 2022

Located at 225 4th street north

Reference RFP 21014B

*New Add-on
Contract for
3rd Floor
City Hall*

Automated Maintenance Services Inc. will provide custodial services for the above ad-
February 1 2022 through December 31 2023.

Following the provided GENERAL CLEANING STANDARDS, BUILDING SPECIFIC REQUIERMENTS and the
JANITORIAL SERVICE CONTRACT GENERAL REQUIREMENTS.

Billing submitted monthly on the last scheduled cleaning day of that month. The City of Fargo will remit
payment within 30 days of receipt of invoice. Please include reference number RFP 21014B on the
monthly invoice. In addition, submit a separate line on the monthly invoice for the Third Floor. Invoices
may be mailed to 225 4th street north Fargo N.D. 58102 attention B&G/Mark and/or sent via email to
mfournier@fargond.gov

The City of Fargo will provide hand soap, hand sanitizers, garbage liners, urinal screens and mats, baby
changing liners, paper products, and all other non-cleaning consumables.

Automated Maintenance Services Inc. will provide all necessary cleaning supplies and equipment to
safely and effectively complete the daily, monthly and yearly cleaning tasks. Carpet cleaning and
window cleaning described in the General Cleaning Standards is included in the price of the City Hall
Third Floor contract.

City Hall Third Floor

Year-1 February 1 2022-December 31 2022 \$5,777.00 monthly \$63,547.00 yearly

Year-2 January 1 2023-December 31 2023 \$5,870.00 monthly \$70,440.00 yearly

City Hall Third Floor two-year total \$133,987.00

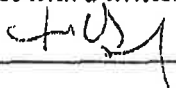
City Hall Third Floor Custodial Service Terms:

This is a 23-month contract starting February 1 2022 continuing through December 31 2023

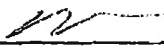
With an option at the City's discretion of a 2-year extension, mirroring the above listed yearly increases.

Either party may elect to opt out of this contract with a written 60-day notice of intent.

A.M.S. Inc. Tom Greene

 Date 3/1/2022
Authorized signature

City of Fargo B&G/FM Mark Fournier

 Date 03-01-22
Authorized signature

City of Fargo Mayor

_____ Date _____

Attest

Original

CITY OF FARGO CUSTODIAL CONTRACT

Fargo City Hall

Located at 225 4th street north

Reference RFP 21014B

Original Contract
City Hall

Automated Maintenance Services Inc. will provide custodial services for the at February 1 2021 through December 31 2023.

Following the provided GENERAL CLEANING STANDARDS, BUILDING SPECIFIC REQUIERMENTS and the JANITORIAL SERVICE CONTRACT GENERAL REQUIREMENTS.

Billing submitted monthly on the last scheduled cleaning day of that month. The City of Fargo will remit payment within 30 days of receipt of invoice. Please include reference number RFP 21014B on the monthly invoice. Invoices may be mailed to 225 4th street north Fargo N.D. 58102 attention B&G/Mark and/or sent via email to mfournier@fargond.gov

The City of Fargo will provide hand soap, hand sanitizers, garbage liners, urinal screens and mats, baby changing liners, paper products, and all other non-cleaning consumables.

Automated Maintenance Services Inc. will provide all necessary cleaning supplles and equipment to safely and effectively complete the daily, monthly and yearly cleaning tasks.

Carpet cleaning and window cleaning described in the General Cleaning Standards is included in the price of the West wing and City Hall Nightly contracts.

PRICE:

West Wing – Sky Commons Terms: *Month-to-Month, 30-day written notice by either party.*

Year-1	February 1 2021-December 31 2021	<u>\$1,625.00 monthly</u> <u>\$17,875.00 yearly</u>
Year-2	January 1 2022-December 31 2022	<u>\$1,675.00 monthly</u> <u>\$20,100.00 yearly</u>
Year-3	January 1 2023-December 31 2023	<u>\$1,725.00 monthly</u> <u>\$20,700.00 yearly</u>

West Wing- Sky Commons POSSIBLE THREE-YEAR CONTRACT TOTAL \$58,675.00

City Hall Twice Daily Disinfecting Terms: *Month-to-Month, 30-day written notice by either party*

Year-1	February 1 2021-December 31 2021	<u>\$1,625.00 monthly</u> <u>\$17,875.00 yearly</u>
Year-2	January 1 2022-December 31 2022	<u>\$1,625.00 monthly</u> <u>\$19,500.00 yearly</u>
Year-3	January 1 2023-December 31 2023	<u>\$1,625.00 monthly</u> <u>\$19,500.00 yearly</u>

City Hall Twice Daily Disinfecting POSSIBLE THREE-YEAR CONTRACT TOTAL \$56,875.00

City Hall Nightly Custodial Service Terms:

This is a Three (3) year contract starting February 1 2021 continuing through December 31 2023

With an option at the City's discretion of a 2-year extension, mirroring the below listed yearly increases.

Either party may elect to opt out of this contract with a written 60-day notice of intent.


Year-1	February 1 2021-December 31 2021	<u>\$13,428.00 monthly</u> <u>\$147,708.00 yearly</u>
Year-2	January 1 2022-December 31 2022	<u>\$13,696.00 monthly</u> <u>\$164,352.00 yearly</u>
Year-3	January 1 2023-December 31 2023	<u>\$13,970.00 monthly</u> <u>\$167,640.00 yearly</u>
City Hall Nightly Custodial Service <u>THREE-YEAR CONTRACT TOTAL</u>		<u>\$479,700.00</u>

WEST WING-SKY COMMONS+ CITY HALL DISINFECTING + CITY HALL NIGHTLY Monthly/Yearly Totals


Year-1	February 1 2021-December 31 2021	<u>\$16,678.00 monthly</u> <u>\$183,458.00 yearly</u>
Year-2	January 1 2022-December 31 2022	<u>\$16996.00 monthly</u> <u>\$203,952.00 yearly</u>
Year-3	January 1 2023-December 31 2023	<u>\$17,320.00 monthly</u> <u>\$207,840.00 yearly</u>

West Wing/City Hall disinfecting/City Hall Nightly POSSIBLE THREE-YEAR TOTALS \$595,250.00

A.M.S. Inc. Tom Greene


 _____ Date 01/22/2021
 Authorized signature

City of Fargo B&G/FM Mark Fournier


 _____ Date 01-22-21
 Authorized signature



Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: March 31, 2022
Re: Agreements with KLJ for Professional Services

Dear Commissioners:

The funds for the GTC Elevator Modernization and Municipal Court Reroof were budgeted in 2022. KLJ has unique in depth knowledge of both projects due to their involvement in the GTC remodel in 2019.

On March 28, 2022, the Finance Committee approved funds and the SSP #22063 for Professional Services provided by KLJ Engineering, LLC. These services would include construction documents, bid management and construction administration.

Attachments:

- Finance Committee Documents
- GTC Elevator Modernization Agreement
- Municipal Court Reroof Agreement

Recommended Action:

Please approve and sign the attached agreements.

Memorandum

To: Finance Committee
From: Bekki Majerus, Director of Facilities Management
Date: March 23, 2022
Re: Engineering Services for GTC Elevator and Municipal Court Roof

The elevator located in the GTC building to transport people down to the underground parking garage is currently out of order. It is to the point that, even with repairs, there is a safety risk. \$60,000 was budgeted in the Parking Capital account in 2022 to replace the elevator.

Additionally, the Municipal Court roof is in need of replacement. There is currently \$250,000 set aside in the General Fund for this replacement. With rising inflation and product costs increasing sharply in this industry, it is in the best interest of the City to complete this repair as soon as possible.

The Facilities Management Department is requesting a sole source procurement for project management services provided by KIJ Engineering & Planning. These services will consist of:

GTC Elevator (to be funded from Parking Repair and Reserve Fund):

- Construction Documents: \$10,505
- Bidding Assistance: \$2,685
- Construction Administration: \$4,225


Municipal Court Roof Replacement (to be funded from the General Fund):

- Construction Documents: \$11,105
- Bidding Assistance: \$2,685
- Construction Administration: \$5,225

In order to ensure bids are comparable and we receive the end product we expect, it is recommended that the City utilize outside consulting services to produce the construction documents and manage the project to completion.

Recommended Motion:

Approve the use of additional Parking Funds in the amount of \$17,415 for project management of the GTC Elevator Modernization project. Approve the use of additional General Funds in the amount of \$19,015 for project management of the Municipal Court roof replacement. Approve the Sole Source Procurement for project management services provided by KIJ Engineering & Planning.

	<h2 style="text-align: center;">Sole Source and Piggyback Procurement Form</h2>
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Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

KLJ

Estimated Dollar Amount of Purchase:

\$36,430

Is this procurement funded by a federal grant?

No

If yes, you must attach a document from the grant agency approving this procurement as a sole source.

The project/service is required to:

KLJ will provide Construction documents, bidding assistance and construction administration as outlined in the attached document for the GTC Elevator Modernization project and the Municipal Court roof replacement.

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

KLJ was heavily involved in the recent GTC renovations and has unique and intimate knowledge of the issues and concerns related to the elevator as well as the Municipal Court roof as it was constructed at the same time and in the same manner as the old GTC roof.

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

KLJ was selected to do the original site condition report, as well as working on the GTC renovations through the entire construction process. That close relationship to the project would outweigh the abilities of other consultants to complete the work with the necessary detail.

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

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

This consultant has already done a previous site review for the City of Fargo and is familiar with the deficiencies of the elevator as it exists. Additionally, they are aware of the construction of the Municipal Court roof as it matched the old GTC roof. Any other consultant would not have that information. Additionally, KLJ was involved in the renovation of GTC. The modernization of the elevator was considered at that time, but abandoned due to budget concerns. KLJ has record of that history, which no other contractor would have.

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

Signature: 
(Requestor)

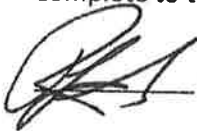
Printed Name: Bekki Majerus

Department: Facilities Management (Buildings & Grounds)

Title: Director of Facilities Management

Date: 3/23/2022

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

 (Requestor initials)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement made and entered on this 4 day of April, 2022 between the CITY OF FARGO, North Dakota, ("City") and KLJ Engineering LLC, ("Professional") for services to be provided to City for the GTC Elevator Modernization project.

1. **Scope of Work.** Professional shall perform in a competent and professional manner the Scope of Work as set forth in Exhibit A attached hereto, which is incorporated herein and made a part of this Agreement.
2. **Acceptance and Completion.** Professional shall commence work immediately upon receipt of a written Notice to Proceed from the City. Services initiated by Professional prior to execution of this Agreement are done so at Professional's risk. Acceptance of this Agreement is required by the Board of City Commission of the City of Fargo. Upon request of the City, Professional shall submit, for the City's approval, a schedule for the performance of Professional's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project engineer for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Professional.
3. **Change Orders.** City may request changes to the Scope of Work by altering or adding to the Services to be performed. Professional will provide a statement of change setting out the fees for the requested change. City shall accept Professional's reasonable offer in writing, and as approved by the Board of City Commission of the city of Fargo.
4. **Payment.** City shall pay Professional for all work performed. Except as otherwise mutually agreed to by the parties the payments made to Professional shall not initially exceed \$ 17,415. Professional shall submit, at least monthly, invoices for work performed. Payment is due within 45 days after receipt of invoice. City shall notify Professional if it objects to any portion of the charges within 20 days from receipt of the Professional's invoice, but shall timely pay the undisputed portion. It is the Professional's responsibility to determine whether federal, state, or local prevailing wage requirements apply.
5. **Assignment.** This Agreement may not be assigned by the City or Professional without the prior written consent of the other party.
6. **Termination.** This Agreement may be terminated by either party upon fifteen (15) days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such fifteen (15) day period. City may terminate this Agreement for convenience at any time, in which event Professional shall be compensated in accordance with the terms hereof for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

7. **Third Party Reliance.** The services provided for hereunder are for the City's sole benefit and exclusive use with no third party beneficiaries intended.
8. **Ownership of Documents.** Professional's work product reimbursed by the City, including all data, documents, results, ideas, developments, and inventions that Professional conceives or uses during the course of its performance under this Agreement shall be the City's property, unless otherwise agreed.
9. **Independent Contractor Status.** It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Professional shall be, and shall perform as, an independent contractor who agrees to use his or her best efforts to provide the services to the City. Professional shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, subcontractors and agents.
10. **Indemnification.** Professional agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Professional, any subcontractor of the Professional, or any officer, employee, representative, or agent of the Professional or of any subcontractor of the Professional, or which arises out of any workmen's compensation claim of any employee of the Professional or of any employee of any subcontractor of the Professional. The Professional agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Professional, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands.
11. **Professional Liability Insurance.** Professional shall maintain in full force and effect until at least three years subsequent to completion of the Services professional liability insurance covering the performance of the Services. Insurance shall be on a "claims made" basis and in the amount of at least \$1,000,000.

12. **Workers Compensation Insurance.** Professional shall maintain workers compensation insurance with following limits or with the minimum limits required by law, if greater:

Coverage A: Statutory

Coverage B:	\$1,000,000	Bodily Injury by accident	Each accident
	\$1,000,000	Bodily Injury by disease	Policy limit
	\$1,000,000	Bodily Injury by disease	Each employee

13. **General Liability Insurance.** Professional shall maintain general liability insurance with coverage to include: Premises/Operations, Completed Operations and Contractual Liability (to cover the indemnification provision in paragraph 8 of this Agreement). Limits of coverage shall not be less than:

\$2,000,000 Per occurrence

\$2,000,000 Aggregate

14. **Automobile Insurance.** Professional shall maintain automobile liability insurance to include all owned autos (private passenger and other than private passenger), hired and non-owned vehicles. Limits of coverage shall not be less than:

\$2,000,000 Per occurrence

15. **Evidence of Insurance.** The above insurance shall be maintained in companies lawfully authorized to do business in North Dakota and which are reasonably acceptable to City. Professional shall furnish City with certificates reflecting such insurance (ACORD form or equivalent) to be in force as long as this agreement remains in effect and providing that said insurance will not be canceled or its limits reduced by endorsement without at least 30 days prior written notice to City.

16. **Consequential Damages.** North Dakota law governs claims for consequential damages.

17. **Entire Agreement.** The terms and conditions set forth herein, the RFP, the Instructions to Offerors of Professional Services, and any Exhibit referenced herein constitute the entire understanding of the parties relating to the provision of services by Professional to City. This Agreement may be amended only by a written instrument signed by both parties.

18. **Severability.** Should a court of law determine that any paragraph of this Agreement is invalid, all other paragraphs shall remain in effect.

19. **Statute of Limitations.** Causes of action arising out of Professional's services shall be deemed to have accrued, and the applicable statute of limitations shall commence to run, when City knows or should have known a cause of action exists.

20. **Dispute Resolution.** Professional and City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the parties from pursuing litigation in an appropriate State or Federal court.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.
22. **Force Majeure.** Neither party shall be liable for damages or deemed in default of this Agreement and any Authorization for Services hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.
23. **Notice.** Any written notices as called for herein may be hand delivered to the respective persons and/or addresses listed below or mailed by certified mail return receipt requested, to:

City:	Professional:
City Auditor	KLJ Engineering LLC
City of Fargo	4585 Coleman Street
225 4 th Street North	Bismarck, ND 58503
Fargo, North Dakota 58102	Attn: Legal Department

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement.

ATTESTED BY:

CITY OF FARGO, NORTH DAKOTA:

By: _____

Steve Sprague

Title: Mayor

City Auditor

Date: _____

WITNESSED BY:

PROFESSIONAL: KLJ Engineering LLC

Cassie McNames

By: Mark Anden

Cassie McNames

Title: Senior Vice President, EPW

Project Manager

Date: 3/31/2022



Exhibit A
Architectural/Engineering Services
GTC Elevator Modernization
Fargo, ND

Engineer's Services

The city of Fargo has requested KLJ provide construction documents, bidding assistance and construction administration services to modernize the elevator at the GTC. The modernization services will include keeping the existing elevator shaft and car while upgrading all equipment and finishes. The services anticipated to assist in this task are as follows.

I. GTC Elevator Replacement

A. Construction Documents

1. One site visit to review existing conditions, specifically as it relates to the elevator and supporting infrastructure.
2. Prepare 90% plans, specifications, and opinions of cost for review with City.
3. One meeting with City staff to review the 90% submittal.
4. Prepare final plans and specifications stamped and signed by design professionals licensed in the State of North Dakota. Deliver one electronic set of documents and one original signed set of documents to City of Fargo.
5. Provide front end specifications to be used for bidding purposes, including construction contracts and supplemental conditions. It is assumed the project will be bid with one prime contract.
6. Submit final plans to City Building Inspection department for plan review.

B. Bidding Assistance

1. Prepare advertisement for bids to be coordinated with City of Fargo.
2. Assemble bid documents and upload them to the appropriate plan rooms and builder's exchanges.
3. Issue addendums and field questions regarding changes or additional information to supplement project drawings and specifications.
4. Attend pre-bid meeting to be held at the GTC.
5. Attend the bid opening.
6. Compile a list of all bidders for City and recommend those to be awarded contracts.
7. Issue Notice of Award to the bidder selected by City.

C. Construction Administration:

1. Assist City with setting up contract documents for construction.
2. Issue Notice to Proceed with construction to successful bidder awarded the contract.
3. Answer questions and issue RFI's as necessary to clarify drawings or specifications.
4. Shop drawing review.
5. Review of pay requests.
6. Attendance & administration of 3 construction meetings. A site visit to review construction progress will be held concurrent with the construction meetings.
7. Preparation of change orders and review of proposal requests.
8. Preparation of a punch list prior to substantial completion.
9. Final walkthrough.



II. Team responsibilities:

- A. KLJ – Project Management and bidding assistance.
- B. Foss Architecture + Interiors (Foss) – Architecture/Interiors, bidding assistance and construction administration. Foss’s contract also includes electrical and mechanical engineering subconsultants.

III. Anticipated Project Schedule

Contract Execution/Notice to Proceed (NTP).....April 4, 2022
Construction Documents (CDs) 4 weeks after NTP
Bidding Assistance Advertise 1 week after CDs
Construction Administration To be Determined

IV. Services Not Included

These services can be provided upon request and will be negotiated at the time services are rendered and will be address in an amendment to the contract.

- A. Enlargement of existing elevator shaft.
- B. Full replacement of existing elevator.
- C. Structural engineering services associated with modification, evaluation, or repair of post-tension slabs.
- D. Permitting.
- E. Advertisement, plan review and permitting fees.
- F. Re-bidding a bid package.
- G. Preparation of as-built drawings.
- H. Additional services, tasks, and meetings not described in tasks outlined above.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement made and entered on this 4 day of April, 2022 between the CITY OF FARGO, North Dakota, ("City") and KLJ Engineering LLC, ("Professional") for services to be provided to City for the Municipal Court Reroofing project.

1. **Scope of Work.** Professional shall perform in a competent and professional manner the Scope of Work as set forth in Exhibit A attached hereto, which is incorporated herein and made a part of this Agreement.
2. **Acceptance and Completion.** Professional shall commence work immediately upon receipt of a written Notice to Proceed from the City. Services initiated by Professional prior to execution of this Agreement are done so at Professional's risk. Acceptance of this Agreement is required by the Board of City Commission of the City of Fargo. Upon request of the City, Professional shall submit, for the City's approval, a schedule for the performance of Professional's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project engineer for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Professional.
3. **Change Orders.** City may request changes to the Scope of Work by altering or adding to the Services to be performed. Professional will provide a statement of change setting out the fees for the requested change. City shall accept Professional's reasonable offer in writing, and as approved by the Board of City Commission of the city of Fargo.
4. **Payment.** City shall pay Professional for all work performed. Except as otherwise mutually agreed to by the parties the payments made to Professional shall not initially exceed **\$ 19,015.** Professional shall submit, at least monthly, invoices for work performed. Payment is due within 45 days after receipt of invoice. City shall notify Professional if it objects to any portion of the charges within 20 days from receipt of the Professional's invoice, but shall timely pay the undisputed portion. It is the Professional's responsibility to determine whether federal, state, or local prevailing wage requirements apply.
5. **Assignment.** This Agreement may not be assigned by the City or Professional without the prior written consent of the other party.
6. **Termination.** This Agreement may be terminated by either party upon fifteen (15) days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such fifteen (15) day period. City may terminate this Agreement for convenience at any time, in which event Professional shall be compensated in accordance with the terms hereof for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

7. **Third Party Reliance.** The services provided for hereunder are for the City's sole benefit and exclusive use with no third party beneficiaries intended.
8. **Ownership of Documents.** Professional's work product reimbursed by the City, including all data, documents, results, ideas, developments, and inventions that Professional conceives or uses during the course of its performance under this Agreement shall be the City's property, unless otherwise agreed.
9. **Independent Contractor Status.** It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Professional shall be, and shall perform as, an independent contractor who agrees to use his or her best efforts to provide the services to the City. Professional shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, subcontractors and agents.
10. **Indemnification.** Professional agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Professional, any subcontractor of the Professional, or any officer, employee, representative, or agent of the Professional or of any subcontractor of the Professional, or which arises out of any workmen's compensation claim of any employee of the Professional or of any employee of any subcontractor of the Professional. The Professional agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Professional, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands.
11. **Professional Liability Insurance.** Professional shall maintain in full force and effect until at least three years subsequent to completion of the Services professional liability insurance covering the performance of the Services. Insurance shall be on a "claims made" basis and in the amount of at least \$1,000,000.

12. **Workers Compensation Insurance.** Professional shall maintain workers compensation insurance with following limits or with the minimum limits required by law, if greater:

Coverage A: Statutory

Coverage B: \$1,000,000 Bodily Injury by accident Each accident

\$1,000,000 Bodily Injury by disease Policy limit

\$1,000,000 Bodily Injury by disease Each employee

13. **General Liability Insurance.** Professional shall maintain general liability insurance with coverage to include: Premises/Operations, Completed Operations and Contractual Liability (to cover the indemnification provision in paragraph 8 of this Agreement). Limits of coverage shall not be less than:

\$2,000,000 Per occurrence

\$2,000,000 Aggregate

14. **Automobile Insurance.** Professional shall maintain automobile liability insurance to include all owned autos (private passenger and other than private passenger), hired and non-owned vehicles. Limits of coverage shall not be less than:

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15. **Evidence of Insurance.** The above insurance shall be maintained in companies lawfully authorized to do business in North Dakota and which are reasonably acceptable to City. Professional shall furnish City with certificates reflecting such insurance (ACORD form or equivalent) to be in force as long as this agreement remains in effect and providing that said insurance will not be canceled or its limits reduced by endorsement without at least 30 days prior written notice to City.

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22. **Force Majeure.** Neither party shall be liable for damages or deemed in default of this Agreement and any Authorization for Services hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.
23. **Notice.** Any written notices as called for herein may be hand delivered to the respective persons and/or addresses listed below or mailed by certified mail return receipt requested, to:

City:	Professional:
City Auditor	KLJ Engineering LLC
City of Fargo	4585 Coleman Street
225 4 th Street North	Bismarck, ND 58503
Fargo, North Dakota 58102	Attn: Legal Department

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement.

ATTESTED BY:

CITY OF FARGO, NORTH DAKOTA:

By: _____

Steve Sprague

Title: Mayor

City Auditor

Date: _____

WITNESSED BY:

PROFESSIONAL: KLJ Engineering LLC

Cassie McNames

By: Mark Anderson

Cassie McNames

Title: Senior Vice President, EPW

Project Manager

Date: 3/31/2022



**Exhibit A
Architectural/Engineering Services
Municipal Court Reroof
Fargo, ND**

Engineer's Services

The city of Fargo has requested KLJ and our subconsultants to prepare construction documents to include reroofing of the Municipal Court Building located at 402 NP Avenue, Fargo, ND. The existing roof is a 18,700 square feet EPDM ballasted roof which will be replaced with a new membrane and ballast. Services are to include design, plans, specifications, and construction administration as described below.

A. Construction Documents

1. One site visit by Foss Architecture to review the existing conditions and determine insulation thickness.
2. Architectural services to create drawings and specifications as required for bidding and permitting.
3. Prepare 90% plans and specifications for review with city.
4. Provide front end specifications to be used for bidding purposes, including construction contracts and supplemental conditions. It is assumed the project will be bid with a single prime contract for general construction.
5. Prepare final plans and specifications stamped and signed by design professionals licensed in the State of North Dakota. Deliver one electronic set of documents and one original signed set of documents to city.
6. Submit final plans to City Building Inspection department for plan review.

B. Bidding Assistance

1. Prepare advertisement for bids to be coordinated with City of Fargo.
2. Assemble bid documents and upload them to the appropriate plan rooms and builder's exchanges.
3. Issue addendums and field questions regarding changes or additional information to supplement project drawings and specifications.
4. Attend pre-bid meeting to be held at Municipal Court.
5. Attend the bid opening.
6. Compile a list of all bidders for City and recommend those to be awarded contracts.
7. Issue Notice of Award to the bidder selected by City.

C. Construction Administration:

1. Assist City with setting up contract documents for construction.
2. Issue Notice to Proceed with construction to successful bidder awarded the contract.
3. Answer questions and issue RFI's as necessary to clarify drawings or specifications.
4. Shop drawing review.
5. Review of pay requests.
6. Attendance & administration of 3 construction meetings. A site visit to review construction progress will be held concurrent with the construction meetings.
7. Preparation of change orders and review of proposal requests.
8. Preparation of a punch list prior to substantial completion.



9. Final walkthrough.

D. Team responsibilities:

- 1. KLJ – Project Management and bidding assistance
- 2. Foss Architecture + Interiors – Architecture/Finishes, bidding assistance and construction administration

Anticipated Project Schedule

Contract Execution/Notice to Proceed (NTP).....	April 4, 2022
Construction Documents (CDs)	4 weeks after NTP
Bidding Assistance	Advertise 1 week after CDs
Construction Administration	To be Determined

Services Not Included

These services can be provided upon request and will be negotiated at the time services are rendered and will be address in an amendment to the contract.

- 1. Engineering services outside of those identified above.
- 2. Design of alternate roof systems not identified above.
- 3. Upgrading of mechanical roof top units.
- 4. Permitting.
- 5. Advertisement, plan review and permitting fees.
- 6. Preparation of multiple bid packages for any tasks or re-bidding a bid package.
- 7. Preparation of as-built drawings.
- 8. Additional services, tasks, and meetings not described in tasks outlined above.
- 9. Asbestos surveys.

CITY OF Fargo Fire Department

15

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: MARCH 29, 2022

SUBJECT: FIRE DEPARTMENT GRANT ACCEPTANCE FROM NORTH DAKOTA DES

The North Dakota Department of Emergency Services (NDDDES) – Division of Homeland Security has approved a grant application for the FY 2021 State Homeland Security Grant Program in the amount of \$118,686.00. Items that will be purchased are personal protective equipment, power equipment, training, and other authorized equipment.

RECOMMENDED MOTION: Approve the Fire Department budget adjustment to account 101-4045-412.61-41 and contract with the North Dakota Division of Homeland Security for grant funding in the amount of \$118,686.00 for the purchase of Regional Response Equipment and Training. (CFDA #97.067)

SD/LS
Enclosure

Cc: Kent Costin

Any changes to the project scope or changes to the approved cost line items must be pre-approved by NDDDES. Failure to request and receive permission to make changes may result in loss of funds. Requests must be submitted through the online DES Grants software program. If approved, approval will be provided through the NDDDES Grants software program.

As a sub-recipient of FY21 State Homeland Security Program (SHSP) grant funds you are required to complete the 2021 Nationwide Cybersecurity Review (NCSR) by the end of calendar year 2021 to benchmark and measure your organizations progress of improving its cybersecurity posture. The NCSR is a no cost, anonymous, annual self-assessment that is designed to measure gaps and capabilities of state, local, tribal, and territorial (SLTT) governments' cybersecurity programs. **The 2021 NCSR will be open from October 1, 2021 – February 28, 2022.**

Federal (2 CFR Part 200.318-200.326) and state procurement laws and regulations must be followed when purchasing goods (equipment) and services (planning, training, or exercises). **Note:** If your application included a brand name or a particular contractor/vendor, this award is **NOT** an approval of that brand name for contractor/vendor. All procurement transactions must be conducted in a manner providing full and open competition (2 CFR Part 200.319). Please see NDDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Polices for Federal Programs as well as the Reimbursement Processing Checklist (see web address below for more information and details on the type of documentation you will need to provide to NDDDES to show compliance. To aid sub-recipients we have developed the *Quote (Informal) Request Form*. This form is available on the DES Grants GMS website. Sub-recipients are required to submit all quotes along with the completed quote request form prior to accepting a quote. NDDDES will review the quotes and provide feedback within three business days. Sub-recipients must complete this form and submit it with their quotes.

When requesting reimbursement, you must do so through the online DES Grants software program. Remember to attach the appropriate supporting documentation. Please review the Reimbursement Processing Checklist on our website for information on required documentation. Purchases of \$10,000 or more require a minimum of three quotes. Sub-recipients must purchase from vendor providing the lowest aggregate quote.

Finally, 2021 HSGP Project Status Reports are due quarterly, with a final report due with your final reimbursement request. The Quarterly Reports will be done online through the DES Grants software program. Reports are due fifteen (15) days after the end of the reporting period as follows, with your first report due on April 15, 2022. Reports should show a steady progression of the project. If there is no progression during a quarter an explanation as to why the project is not progressing will be required.

- January 15 (October 1 – December 31 activity)
- April 15 (January 1 – March 31 activity)
- July 15 (April 1 – June 30 activity)
- October 15 (July 1 – September 30 activity)

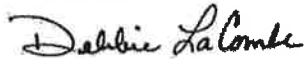
DES Grants Software Program

Existing Users:

1. Login at <https://grants.des.nd.gov/>
2. On your home page Click on FY 2021 SHSP – takes you to a **red** screen
3. On left hand side, Click on Projects
4. Click on the FY 2021 SHSP project – takes you to a **blue** screen
5. Toward bottom of page, Click on Add Document – following directions on your screen
6. Click Upload to upload the Notice of Grant Award, Special Conditions, and Procurement Policy.

Should you have any questions, please contact myself, Karen Hilfer – 701-328-8254, or Dave Rice at 701-328-8250.

Sincerely,



Debbie LaCombe
Preparedness Chief

- SPECIAL CONDITIONS
Homeland Security Grant Programs (SHSP, OPSG)

10. Sub-recipient must comply with applicable provisions of laws and policies prohibiting discrimination, including but not limited to:
- Title VI of the *Civil Rights Acts of 1964* and Title VIII of the *Civil Rights Act of 1968*, which prohibit discrimination based on race, color, national origin (including limited English proficiency), religion, disability, family status, and sex.
 - Section 504 of the *Rehabilitation Act of 1973*, which prohibits discrimination based on disability
 - Title IX of the *Rehabilitation Act of 1972*, which prohibits discrimination based on sex in education programs or activities.
 - *Age Discrimination Act of 1975*, which prohibits discrimination based on age.
 - U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social services programs.
 - Titles I, II, and III of the *Americans with Disabilities Act of 1990*, which prohibits discrimination based on disability in the operations of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Initial

CITY OF Fargo Fire Department

16

MEMORANDUM

TO: FARGO CITY COMMISSION

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: MARCH 29, 2022

SUBJECT: FIRE DEPARTMENT SOLE SOURCE PURCHASE

With the approval of the 2022 budget, the fire department was authorized to purchase new self-contained breathing apparatus (SCBA) and a new fill station. Through testing, utilization of existing equipment, and familiarity it was determined that the SCBA built by MSA was the model that will best meet the needs of the Fargo Fire Department.

The sole source request is due to the fact that only one dealer can price and sell these products in our area. The 2022 City of Fargo Capital Budget allocated \$750,000 for the purchase of the SCBA's and associated equipment, as well as the fill station.

RECOMMENDATION: Authorize the Fire Department sole source purchase of MSA SCBA and associated accessories in the amount of \$694,393.17 and a Mako Breathing Air System in the amount of \$56,275.71 from Grand Fork Fire Equipment.



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Grand Forks Fire Equipment

Estimated Dollar Amount of Purchase:

\$ 694,393.17

Is this procurement funded by a federal grant?

No

If yes, you must attach a document from the grant agency approving this procurement as a sole source.

The project/service is required to:

Purchase 75 New MSA G1 SCBA's and needed components to update the departments breathing air systems.

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

The equipment committee for the department did an extensive evaluation of the three SCBA's that were in consideration for the department. The committee looked at multiple things when making a decision and graded each SCBA on what the committee felt were important. The table below shows the ranking the committee gave each SCBA with 1 being the best.

	Scott	MSA	Drager
Mask fit and comfort	2	1	3
Back pack fit and comfort	3	2	1
Technology	3	1	2
Easy of use	2	1	3
Decon ability	3	2	1
Vendor service	2	1	3

With this outcome it was decided to recommend to the chief that the department purchases MSA SCBA's.

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



February 28, 2022

MSA Corporate Center
1000 Cranberry Woods Drive
Cranberry Township, PA 16066
800.MSA.2222
www.MSAnet.com

To Whom It May Concern:

This letter confirms that Grand Forks Fire Equipment Co is the sole authorized distributor of MSA SCBA, Thermal Imaging Cameras, SCBA accessories, and TIC accessories for the Municipal Fire Service Market for the State of North Dakota. In addition, Grand Forks Fire Equipment Co is the only CARE certified MSA SCBA Repair Center for the Municipal Fire Service Market for the State of North Dakota.

By way of background, in the fire service / first responder markets, MSA imposes specific requirements upon our distributors, which can result in a small number of distributors authorized to call upon a particular region. We impose these requirements because the equipment we manufacture and sell requires the involvement of partners with special knowledge, training and experience. Accordingly MSA's distributors are obligated to acquire and maintain extensive knowledge, training, and experience necessary to properly educate, assist and service our end user customers before, during and after the sale. MSA's fire service / first responder distributor qualification requirements are likewise intended to ensure the highest possible end user customer experience.

If you desire additional information about MSA, its product lines, or channel partners, please do not hesitate to contact me. Thank you for your interest in our products.

Sincerely,

A handwritten signature in blue ink that reads "Scott McGuire". The signature is written in a cursive style.

Scott McGuire
North American Sales Channels Specialist
Phone: 724-742-8028
Email: scott.mcguire@MSAsafety.com



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Grand Forks Fire Equipment

Estimated Dollar Amount of Purchase:

\$ 56,275.71

Is this procurement funded by a federal grant?

No

If yes, you must attach a document from the grant agency approving this procurement as a sole source.

The project/service is required to:

Purchase and install new Mako breathing air compressor, storage system and fill station.

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

Being the Mako air system matches our other air systems and provides us with everything that we need we did not look at any other brands.

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



Date: March 2, 2022

To: Tim Brooks
Grand Forks Fire Equipment

From: Eddie Lacefield
Mako

Re: MAKO Authorized Distributor Information

To whom it may concern,

Thank you for your interest in MAKO Compressors. Please be advised that Grand Forks Fire Equipment of Grand Forks, North Dakota is the **only** authorized distributor sanctioned by us to represent our MAKO breathing air products in the municipal fire and safety markets in the entire state of North Dakota.

As an authorized MAKO distributor, Grand Forks Fire Equipment is the **only** approved company for new unit sales, OEM spare parts, warranty / service for any MAKO breathing air product located within the state of North Dakota. In addition, as an authorized distributor Grand Forks Fire Equipment is required to maintain MAKO certification(s) for service and warranty within their assigned area. Furthermore Grand Forks Fire Equipment service technician(s) are required to renew their service certifications every five years to keep abreast of current product and maintenance procedures. If you have any questions please do not hesitate to contact us.

Sincerely,

Eddie Lacefield

Eddie Lacefield
Territory Sales Manager, Mako Products
Cell No.: (484)719-3255
Website: www.makocompressors.com

Grand Forks Fire Equipment LLC

[fax] 701-746-6464
 921 N 3rd St
 Grand Forks ND 58203



Quote

Date	Quote #
3/9/2022	3750

Name / Address
CITY AUDITOR'S OFFICE FIRE DEPT PO BOX 2083 FARGO, ND 58107

Project

Description	Qty	Cost	Total
Mako air compressor package, with BAMO7H, 4 stage, 15hp 3 phase motor, 6000 psi, mk5c purification system, 20.7 cfm compressor, scfs3-4hp 3 position stationary containment fill station, 4-bottle 6000 psi un/ISO air storage system with vertical rack, 5-50 ft interconnecting hoses	1	50,172.76	50,172.76
Subtotal			50,172.76
Mako CMM, CO & moisture monitor add on	1	4,602.95	4,602.95
Estimated Shipping charges	1	1,500.00	1,500.00
basic set up and installation included			
		Total	\$56,275.71

Customer Signature _____



Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103-2367
Phone: 701.241.1360 | Fax: 701.298.6929
www.FargoCassPublicHealth.com

Fargo Cass



Public Health
Prevent. Promote. Protect.

17

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING ~~DX~~
DIRECTOR OF PUBLIC HEALTH

DATE: MARCH 30, 2022

RE: CONTRACTOR AGREEMENT WITH SURRYSTONE RESOURCES, LLC FOR \$6500 PLUS TRAVEL EXPENSES FOR STRATEGIC PLANNING WITH FARGO CASS PUBLIC HEALTH.

The attached agreement is for SurryStone Resources, LLC to consult with Fargo Cass Public Health to complete the strategic planning process and strategic plan document. The term is from April 1, 2022 extending to July 15, 2022.

No Budget Adjustments

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

Suggested Motion: Move to approve the agreements with the above listed independent contractors.

DF/lls
Enclosure

CONTRACTOR AGREEMENT

This Contractor Agreement is entered on the subscribed day by the following Contractors, hereinafter referred to as "Contractors":

Shirley Orr, dba SOCO Consulting, LLC
122 N Pershing
Wichita, KS 67208
shirleyaorr@gmail.com
316-250-6940

and

David Stone, dba SurryStone Resources, LLC
468 Pine Creek Trail
Mt. Airy, NC 27030
david@surrystonerresources.com
336-401-5898

This Contractors' Services are being utilized by the following agency, hereinafter referred to as "FCPH:"

Fargo Cass Public Health
1240 25th St S,
Fargo, ND 58103
(701) 241-1360

ARTICLE I: SPECIAL PROVISIONS

1. PURPOSE OF AGREEMENT: To obtain the professional services of Contractors to support the Scope of Work as described in Attachment A of this document.
2. TERM OF AGREEMENT: The term of the Agreement shall be from April 1, 2022 through July 15, 2022. Expiration of this term or termination of this agreement shall not extinguish any rights or obligations of the parties which have accrued prior thereto.
3. PAYMENT FOR SERVICES: In consideration for professional services to be performed, Fargo Cass Public Health agrees to pay SOCO Consulting and SurryStone Resources the fee of \$6500. All travel expenses will be invoiced separately. Payment of \$3000 will be made upon execution of the agreement and the balance of \$3500 will be paid upon completion of work. SurryStone Resources is serving as the fiduciary agent of the Contractors.

ARTICLE II: GENERAL PROVISIONS

1. INDEPENDENT CONTRACTORS: It is agreed that Contractors shall act as independent contractors, and Contractors shall not be entitled to any benefits to which health

department employees may be entitled.

2. PAYMENT OF TAXES AND OTHER LEVIES: Contractors shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.
3. INDEMNIFICATION: Contractors agrees to hold harmless and indemnify FCPH, its directors, officers, employees, representatives, agents, and contractors against all losses, costs, damages, claims, expenses, or other liability whatsoever including all reasonable attorney's fees arising out of, or connected with Contractors' services under this Agreement, including, but not limited to, any accident or injury to persons or property.
4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this agreement must be made in writing and signed by the parties.
5. INTERFERING CONDITIONS: Contractors shall promptly and fully notify FCPH of any condition which interferes with, or threatens to interfere with, the successful carrying out of Contractors' duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractors of said duties and responsibilities under this Agreement.
6. OWNERSHIP OF MATERIALS: The "Windows into our World" and "Windows to the Future" templates are intellectual property of SOCO Consulting and should not be shared outside FCPH without consent of SOCO Consulting. All other materials submitted or developed by Contractors for FCPH, including reports, summaries, articles, pictures and art, and any other tangible work product produced by Contractors specifically on behalf of FCPH during the term of this Agreement (collectively, "Materials") shall, as between Contractors and FCPH, be deemed FCPH's property exclusively (subject to any licensed third-party rights retained therein).
7. TERMINATION: ~~Either party may terminate this Agreement after first giving 15 days written notice to the other party. If the Agreement is terminated by FCPH pursuant to this provision, it will pay Contractors for services rendered and expenses incurred rendered through the date of termination.~~
8. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and

understandings of the parties and supersedes and replaces any and all previous understandings, commitments, or agreements, oral or written.

9. **PAYMENT:** Contractors shall submit all claims for reimbursement, per the provisions of Article I Paragraph 3 of this Agreement, to FCPH at the following address:

Fargo Cass Public Health
1240 25th St S,
Fargo, ND 58103

FCPH should submit all payments and correspondence to the Contractors at the following address:

SurryStone Resources, LLC
Attention: David Stone
468 Pine Creek Trail
Mt. Airy, NC 27030

ATTEST: For the mutual consideration described in the provisions of this Agreement, the parties hereto agree to those provisions through the signature, below, of the parties and/or persons who have the authority to bind the parties to this Agreement:

Fargo Cass Public Health

Contractor:

Authorized Signature:

Authorized Signature:

SOCO Consulting, LLC


Desi Fleming
Director of Public Health

3/30/22
03/30/22

Authorized Signature:
SurryStone Resources, LLC

Timothy J. Mahoney
Mayor, City of Fargo

Attachment A

Scope of Work for Consultation for Completion of the Fargo Cass Public Health Strategic Plan

April 1, 2022 to July 15, 2022

The contractors will consult with the FCPH staff and partners as identified by FCPH in the completion of the strategic planning process and strategic plan document. The consultation will include, but not be limited to, the following:

- Preliminary virtual meeting with the health department director to review background, history of efforts to date, and development/engagement of the management teams and for the strategic planning process.
There is no consultant fee for this initial consultation.
- Virtual meetings, and materials, for the health department director and the management teams to develop leadership skills, including engagement, open dialogue, conflict facilitation, bias, belonging and ownership in the programs and work of the organization.
- Virtual meetings, and materials, with the health department director, management teams and other selected staff to review the strategic planning process, steps, and timeline, and prepare the team for the on-site strategic planning session.
- On-site consultation and work sessions (4 days) with the health department director, management teams, and other individuals invited by the department to:
 - Participate in a leadership development workshop
 - Participate in the development of the agency's strategic plan.The session will culminate with consensus around the agency's strategic priorities, goals, and measurable outcomes for a five-year period.
- Development of a written strategic map and accompanying strategic plan document which summarizes the agency's strategic priorities, goals, and measurable outcomes for a five-year period.

FCPH will coordinate meeting scheduling and logistics. Contractors' travel costs for the on-site with FCPH staff and partners will be reimbursed by FCPH within the scope of payment for this agreement.

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City of Fargo Staff Report			
Title:	Industrial Subdivision Number 5	Date:	1/26/2022
		Update:	3/31/2022
Location:	1405 43 rd Street North	Staff Contact:	Donald Kress, planning coordinator
Legal Description:	Lots 4 and 5, Block 12, Industrial Subdivision Number 2		
Owner(s)/Applicant:	Kelmar Properties 8 / Houston Engineering	Engineer:	Houston Engineering
Entitlements Requested:	Minor Subdivision (Replat of Lots 4 and 5, Block 12, Industrial Subdivision Number 2)		
Status:	City Commission Public Hearing: April 4, 2022		
Existing		Proposed	
Land Use: Industrial and undeveloped		Land Use: Industrial	
Zoning: GI, General Industrial		Zoning: No change	
Uses Allowed: GI - General Industrial. Allows detention facilities, health care facilities, safety services, adult entertainment centers, off-premise advertising, commercial parking, industrial service, manufacturing and production, warehouse and freight movement, waste related use, wholesale sales, aviation, surface transportation, and mining.		Uses Allowed: No change	
Maximum Lot Coverage Allowed: 85%		Maximum Lot Coverage Allowed: No change	
Proposal:			
The applicant requests one entitlement:			
1. A minor subdivision, entitled Industrial Subdivision Number 5 , which is a replat of Lots 4 and 5, Block 12, Industrial Subdivision Number 2			
This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.			
Surrounding Land Uses and Zoning Districts:			
<ul style="list-style-type: none"> • North: GI; industrial uses • East: GI; industrial uses • South: GI; industrial uses • West: GI; industrial uses 			
Area Plans:			
The subject property is not located within a growth plan, area plan, or neighborhood plan.			
Context:			
Schools: The subject property is located within the West Fargo School District and is served by Westside Elementary, Cheney Middle and West Fargo High schools.			
Neighborhood: The subject property is not located in a designated neighborhood.			
Parks: No parks are located within a mile of the subject property.			
Pedestrian / Bicycle: There are no bicycle or pedestrian trails adjacent to the subject property.			
Bus Route: The subject property is not located along at MATBUS route.			
Staff Analysis:			

The applicant proposes to replat Lots 4 and 5, Block 12, Industrial Subdivision Number 2 to create a two-lot, one block subdivision to be known as Industrial Subdivision Number 5. The property is zoned GI, General Industrial. No zone change is proposed.

Lot 1, Block 1 will include the existing structures. Lot 2, Block 1 will include the undeveloped portion of the property. The plat is configured so that the required interior side yard setback is met for the existing building.

The proposed plat name, "Industrial Subdivision No. 5," differs from the City's usual plat naming standards. However, this plat name continues an existing series of replats which began in 1981, with the most recent replat, Industrial Subdivision No. 4, getting recorded in 2013. After reviewing the plat name with the Cass County Recorder's office, staff determined that this plat name was acceptable in this case.

Subdivision

The LDC stipulates that the following criteria are met before a minor plat can be approved:

- 1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

The property is currently zoned GI, General Industrial. No zone change is proposed. There is industrial development on the property at this time, on the area of what will become Lot 1; further industrial development is intended for the undeveloped area that will become Lot 2. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received no comments or inquiries. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

- 2. **Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. **(Criteria Satisfied)**

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed **Industrial Subdivision Number 5** subdivision plat as presented; as the proposal complies with the Standards of Article 20-06 and all other applicable requirements of the LDC."

Planning Commission Recommendation: February 1, 2022

At the February 1st, 2022 Planning Commission hearing, by a vote of 6-0 with two Commissioners absent the three Commission seats vacant, the Planning Commission moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed **Industrial Subdivision Number 5** subdivision plat as presented; as the proposal complies with the Standards of Article 20-06 and all other applicable requirements of the LDC.

Attachments:

- 1. Location Map
- 2. Zoning Map
- 3. Preliminary Plat

Plat (Minor)

Industrial Subdivision No. 5

1405 43rd Street N



Plat (Minor)

Industrial Subdivision No. 5

1405 43rd Street N



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Legend

AG	DMU	LC	MHP	SR-1
CC	GO	MR-1	NO	SR-2
GO	GO	MR-2	P/I	SR-3
GO	GO	MR-3	UMU	SR-4
				SR-5
				City Limits

300
Feet

Fargo Planning Commission
February 1, 2022

INDUSTRIAL SUBDIVISION NO. 5 A MINOR SUBDIVISION BEING A REPLAT OF LOTS 4 & 5, BLOCK 12, INDUSTRIAL SUBDIVISION NO. 2 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

OWNER'S CERTIFICATE AND DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS, That Kelmar Property & LLC, a North Dakota limited liability company, is the owner and proprietor of the following described tract of land:

Lot 4 and 5, Block 12, Industrial Subdivision No. 2 to the City of Fargo, Cass County, North Dakota.

OWNER:

Kelmar Property & LLC

Nathan Everson, Managing Partner

State of North Dakota } ss
County of Cass }

On this 21st day of January, 2022, before me personally appeared Nathan Everson, Managing Partner of Kelmar Property & LLC, a North Dakota limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of said limited liability company.

Notary Public: *[Signature]*



SURVEYORS CERTIFICATE
I, the undersigned, a duly Licensed and Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision that the monuments for the guidance of future surveys have been located or placed in the ground as shown.

Dated this 22nd day of January, 2022.

Carl A. Starnap
Carl A. Starnap
Professional Land Surveyor No. 4723



State of North Dakota } ss
County of Cass }

On this 21st day of January, 2022, before me personally appeared Carl A. Starnap, Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public: *[Signature]*



CITY ENGINEER'S APPROVAL:

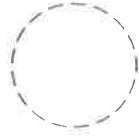
Approved by the Fargo City Engineer this _____ day of _____, 20__.

Brenda E. Dering, City Engineer

State of North Dakota } ss
County of Cass }

On this 21st day of January, 2022, before me personally appeared Brenda E. Dering, Fargo City Engineer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as her free act and deed.

Notary Public: _____



FARGO PLANNING COMMISSION APPROVAL:

Approved by the City of Fargo Planning Commission this _____ day of _____, 20__.

Rocky Schneider, Chair
Fargo Planning Commission

State of North Dakota } ss
County of Cass }

On this 21st day of February, 2022, before me personally appeared Rocky Schneider, Chair, Fargo Planning Commission, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of the Fargo Planning Commission.

Notary Public: *[Signature]*



FARGO PLANNING COMMISSION APPROVAL:

Approved by the City of Fargo Planning Commission this _____ day of _____, 20__.

FARGO CITY COMMISSION APPROVAL:

Approved by the Board of City Commissioners and ordered filed this _____ day of _____, 20__.

Timothy J. Mahoney, Mayor

Attest: _____
Stephan Sengue, City Auditor

State of North Dakota } ss
County of Cass }

On this _____ day of _____, 20__ before me personally appeared _____, Mayor of the City of Fargo, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same on behalf of the City of Fargo.

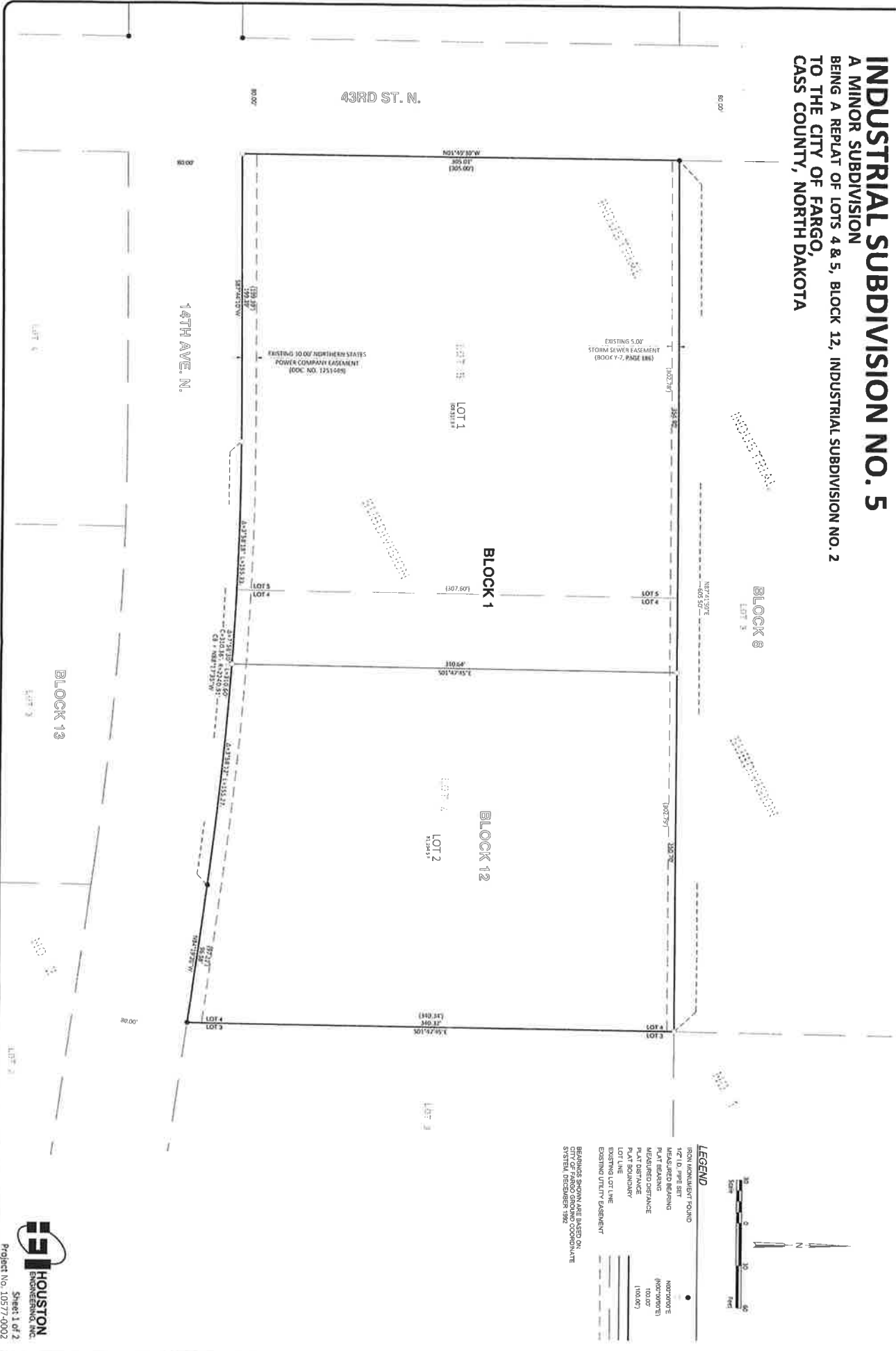
Notary Public: _____



HOUSTON
ENGINEERING, INC.
Sheet 2 of 2
Project No. 10577-0002

H:\MNA10500\10577\10577_000\PCAD\Industrial_Sub_Are_5_Final_Plot.dwg

INDUSTRIAL SUBDIVISION NO. 5
 A MINOR SUBDIVISION
 BEING A REPLAT OF LOTS 4 & 5, BLOCK 12, INDUSTRIAL SUBDIVISION NO. 2
 TO THE CITY OF FARGO,
 CASS COUNTY, NORTH DAKOTA



LEGEND

- IRON MONUMENT FOUND
- 1/2" TO 1/8" PER SET
- MEASURED DISTANCE
- PLAT BOUNDARY
- MEASURED DISTANCE
- PLAT BOUNDARY
- LOT LINE
- EXISTING LOT LINE
- EXISTING UTILITY EASEMENT
- BOUNDARY SURVIVABLE PLAT
- CITY OF FARGO GRADING COORDINATE SYSTEM, DECEMBER 1982



Project No. 10577-0002
 Sheet 1 of 2



PUBLIC WORKS/OPERATIONS

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

March 28, 2022

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

RE: (2) Automated Side Load Refuse Trucks (RFP23001)

Commissioners:

On March 23rd, 2022, proposals were received and read for two (2) Automated Side-Load Refuse Truck's. Proposals were submitted by the following vendors.

The results are as follows:

<u>Auto Side Load Firm</u>	<u>Price w/Trade</u>
Sanitation Products (Labrie)	\$502,024.00
Northern Truck (Heil)	\$544,740.00

The review committee consisting of Terry Ludlum, Dave Rheault, and Tanner Smedshammer determined that all vendors met the required specifications and the prices were within expected parameters. Based on the low bid proposal, our recommendation is to award Sanitation Products for the Auto Side Load Refuse Truck's. Project code SW2301 has been set up for grant reimbursement. Funding for this project is to be included in the 2023 Solid Waste budget.

SUGGESTED MOTION:

Approve the recommendation to purchase two (2) Automated Side Load Refuse Truck's from Sanitation Products for the purchase price of \$502,024.00.

Respectfully Submitted,

Tanner Smedshammer
Fleet Purchasing Manager



Request for Proposals
2023 Auto Side Load RFP23001
 3/23/22
 Solid Waste Dept
Proposal Evaluation Summary

	Northern Truck	Sanitation Products
Body Manf.	Heil	Labrie
Body Model	Rapid Rail	Automizer
Chassis Make	Freightliner	Freightliner
Chassis Model	SD108	M2
Price	\$274,870.00	\$256,012.00
TOTAL PRICE FOR 2	\$549,740.00	\$512,024.00
Trade in Unit 212	\$5,000.00	\$10,000.00
TOTAL WITH TRADE	\$544,740.00	\$502,024.00
Delivered by August 31, 2023	Yes	Yes



PUBLIC WORKS/OPERATIONS

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

March 28, 2022

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

RE: (2) Hook Hoist Refuse Roll off Body (RFP23002)

Commissioners:

On March 23rd, 2022, proposals were received and read for two (2) Hook Hoist Refuse Body's. Two proposals were submitted from two vendors.

The results were as follows:

<u>Firm</u>	<u>Price</u>
Sanitation Products / Galbreath	\$145,814.00
Northern Truck / Swap Loader	\$157,550.00

The review committee consisting of Terry Ludlum, Dave Rheault, and Tanner Smedshammer determined that all vendors met the required specifications and the prices were within expected parameters. Based on the low bid proposal, our recommendation is to award Sanitation Products for the Hook Hoist Roll off Body's. Project code SW2301 has been set up for grant reimbursement. Funding for this project is to be included in the 2023 Solid Waste budget.

SUGGESTED MOTION:

Approve the recommendation to purchase two (2) Hook Hoist Refuse Body's from Sanitation Products for the total amount of \$145,814.00.

Respectfully Submitted,

Tanner Smedshammer
Fleet Purchasing Manager

Request for Proposals
2023 Hook Hoist Refuse Body Roll off-RFP23002
3/23/22
 Solid Waste Department
Proposal Evaluation Summary

	Sanitation Products	Northern Truck
MANUFACTURER Model	Galbreath U5-DPHK-200	SwapLoader SL-520
Price	\$72,907.00	\$78,775.00
Quantity	2	2
Total	\$145,814.00	\$157,550.00
Est. Delivery	60 Days after Chassis	TBD

(21)

April 4th, 2022

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

RE: RFQ21072 Metro Transit Garage Hoist Installation Change Order

Commissioners,

Gast Construction is currently under contract for the demolition of the existing drive-over pit and the construction of the new pits for our future hoist installation. The City is requesting some additional services from the contractor for better operation and reliability of the new hoists. We requested an area of concrete to be ground down to match the new floor slab. We also requested the new concrete be sealed to prevent damage to the concrete from chemicals and oils. The contractor included some costs for concrete testing. However, these costs were covered by KLJ through the Architecture and Engineering contract. The contractor is giving a credit of \$1,500.

I have included the scope of work and cost breakdown for each one of these changes. KLJ was hired as the engineer for this project and has reviewed these changes. KLJ has determined the cost for these changes are fair and reasonable. These changes will result in an additional net cost of \$2,470.00 for this project. The additional costs do not exceed our 2022 capital budget. No budget adjustment is needed for these changes.

Recommended Action: For RFQ21072 approve and sign change order with Gast Construction for the additional work for the Metro Transit Garage hoist installation project.

Respectively submitted,



Jordan Smith
Assistant Transit Director – Fleet and Facilities

For Schedule Information: 701-232-7500

CHANGE ORDER NO.: 2

Owner:	City of Fargo	Owner's Project No.:	F20003
Engineer:	KLJ Engineering, LLC	Engineer's Project No.:	2104-00561
Contractor:	Gast Construction Company, Inc.	Contractor's Project No.:	
Project:	MTG Pit Repairs & Hoist Replacement		
Contract Name:	Stipulated Price		
Date Issued:	3/11/2022	Effective Date of Change Order:	2/16/2022

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

Description:

1. The owner requested the new concrete associated with the project be sealed. The costs associated with this are included in PR 5 attached.
2. The owner requested a portion of existing concrete slab north of the pits be ground down to better tie into the new pits. The costs associated with this are included in PR 6 attached.
3. The contractor had included an allowance in the contract for material retesting associated with the backfilling operations. The amount of retesting required was less than included in the allowance, and the remaining balance has been credited back to the contract under PR 6.
4. The concrete time has been extended to June 30, 2022 to address delays in the owner supplied hoists. The final electrical and mechanical connections cannot be completed until the hoists are onsite.

Attachments:

Proposal Request 5

Proposal Request 6

Change in Contract Times
 [State Contract Times as either a specific date or a number of days]

Change in Contract Price	
Original Contract Price: \$ <u>150,300.00</u>	Original Contract Times: Substantial Completion: <u>February 28, 2022</u> Ready for final payment: <u>March 14, 2022</u>
Increase from previously approved Change Orders: \$ <u>8,321.11</u>	Increase from previously approved Change Orders: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>158,621.11</u>	Contract Times prior to this Change Order: Substantial Completion: <u>February 28, 2022</u> Ready for final payment: <u>March 14, 2022</u>
Increase this Change Order: \$ <u>2,470.00</u>	Increase this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>June 30, 2022</u>
Contract Price incorporating this Change Order: \$ <u>161091.11</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>February 28, 2022</u> Ready for final payment: <u>June 30, 2022</u>

Recommended by Engineer (if required)

By: Cassie Miranes

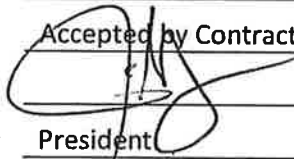
Title: Project Manager

Date: 3/11/2022

Authorized by Owner

Mayor

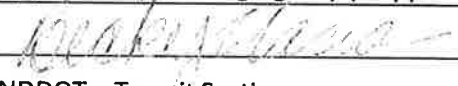
Accepted by Contractor

By: 

Title: President

Date: 3/21/2022

Approved by Funding Agency (if applicable)



NDDOT – Transit Section

3/21/2022



GAST CONSTRUCTION

General Contractors

Fargo · Wahpeton

Cassie McNames
 KLJ
 300 23rd Ave E, Suite 100
 West Fargo, North Dakota 58078

February 10, 2022

Re: MTG Pit Repairs & Hoist Replacement – PR 005

Cassie,

Below is the price for Gast Construction to apply concrete densifier and sealer to the new concrete surfaces as described in PR 005.

Upon reading through the product data that was received with the PR letter. We would recommend waiting 28 days after Lindemann Concrete pours the topping slab on grad concrete for optimum results.

Material –

- (1) Liqui-Hard Ultra 5 gallon pail	\$292.00
- (1) Bellatrix 5 gallon pail	\$417.00
- (1) Tuf Seal J35 5 gallon pail	\$435.00

Labor – 2 man crew

1 coat of Liqui-Hard Ultra (6 man hrs x \$60/hr)	\$360.00
2 coats of Bellatrix (12 man hrs x \$60/hr)	\$720.00
2 coats of Tuf Seal J35 (8 man hrs x \$60/hr)	\$480.00

Supervising/Office Time –

2 hrs x \$70/hr	\$140.00
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Misc. Consumables

\$140.00

Subtotal

\$2,984.00

Markup 15%

\$446.00

Total

\$3,430.00

If you have any questions or concerns please call.

Thanks,

Jared Pedersen
 Project Manager



300 23rd Ave E, Suite 100
West Fargo, ND 58078-7820
701 232 5353
KLJENG.COM

2/10/2022
Jared Pederson
Project Manager
Gast Construction Company
3410 39th St S
Fargo, ND 58104

Re: MTG Pit Repairs & Hoist Replacement (F20003) – PR 5

Dear Mr. Pederson:

The City has requested the new concrete surfaces included with this project to be sealed. KLJ is recommending use of the following products (or approved equals):

1. Horizontal Surfaces (slabs): Apply concrete densifier (Liqui-Hard Ultra) then apply concrete sealer (Bellatrix) to the slab on grade and pit slabs.
2. Vertical Surfaces (walls): Apply Tuf Seal™ J35 to the pit walls.

Material data sheets for these products are attached for your information. Please provide the costs associated with this change on or before end of day February 15, 2022.

Please note this is not a change order nor direction to proceed with the work. If you have any questions, please contact me at 701-241-2317 or cassie.mcnames@kljeng.com.

Sincerely,

KLJ

A handwritten signature in cursive script that reads "Cassie McNames".

Cassie McNames, PE
Project Manager
Enclosure(s): (3) Material Data Sheets
Project #: 2104-00561
cc: File



PRODUCT DATA

NO. 378-A

MasterFormat: 03 35 00



JUNE 2016
(Supersedes May 2012)

LIQUI-HARD® ULTRA

Molecular Concrete Densifier and Chemical Hardener

DESCRIPTION

LIQUI-HARD ULTRA concrete densifier and chemical hardener is a waterborne, lithium-silicate-based, ready-to-use, colorless liquid, which hardens and dustproofs concrete at a molecular level. After proper application, the finished surface offers substantial improvement in abrasion and chemical resistance and will significantly improve the durability of the surface when compared to untreated concrete. As LIQUI-HARD ULTRA is applied and penetrates into the concrete surface, a chemical reaction takes place, producing a byproduct that fills in the pores of the concrete. LIQUI-HARD ULTRA solidifies the concrete, eliminating dusting and pitting.

LIQUI-HARD ULTRA is chemically engineered to provide timely, quick, sustainable performance. The product is simply sprayed on and then left moist on the surface for 20 minutes. In this short period of time, the colorless liquid quickly penetrates into the surface. After application, the resulting surface features enhanced protection and sheen, coupled with superior abrasion resistance. This environmentally safe, water-based product features a zero VOC content and provides an attractive option in green building applications.

USES

LIQUI-HARD ULTRA is recommended for use wherever hardened, dustproofed, and improved chemical and abrasion resistant surfaces are required. Ideal applications include floors in restaurants, industrial plants, warehouses, storage silos, sewage plants, chemical processing facilities, refineries, and heavy pedestrian floor traffic areas, such as civic centers, sports arenas, stadiums, hospitals, airports, and museums. LIQUI-HARD ULTRA can successfully be used in conjunction with shake-on hardeners.



The INDUROSHINE® polished concrete system combines green concrete polishing and diamond grinding equipment with LIQUI-HARD ULTRA to create a unique, high sheen, wear-resistant concrete floor. Also works well on concrete countertops. Please contact W. R. MEADOWS for more information.

FEATURES/BENEFITS

- Penetrates deeply into concrete to densify and harden surfaces to help prevent entry of moisture and other foreign matter.
- Quick and easy, hassle-free application procedure (no flushing or rinsing required).
- Improved freeze/thaw resistance.
- Dustproofs and improves chemical, petroleum, and abrasion resistance of treated surfaces.
- Provides a permanent, attractive sheen with the ability to polish.
- Protects against scratching or peeling.
- Provides tough, protected surface that won't yellow, discolor, or show pedestrian or vehicular traffic wear marks.
- Improves light reflectance.
- May be burnished.
- Compatible with BELLATRIX® for an enhanced concrete floor.
- Ready to use from container and easy to apply.
- Saves time on the polishing/burnishing process.
- Indoor or outdoor use.
- Environmentally safe, non-hazardous.
- VOC content is 0.00 g/L.

PACKAGING

5 Gallon (18.93 Liter) Pails

55 Gallon (208.20 Liter) Drums

COVERAGE/APPLICATION RATE

Type of Surface	ft. ² /gal.	m ² /L
Fresh (Newly Placed)	650 - 800	15.95 - 19.63
Existing (Steel)	450 - 600	11.04 - 14.72
Existing (Broomed)	300 - 400	7.36 - 9.82

Note: Coverage rates may vary, depending on the finish and porosity of the concrete.

SHELF LIFE

When stored indoors in original, unopened containers at temperatures between 40° - 90° F (4° - 32° C), optimum performance and best use is obtained within one year of date of manufacture.

CONTINUED ON REVERSE SIDE...

W. R. MEADOWS, INC.
P.O. Box 338 • HAMPSHIRE, IL 60140-0338
Phone: 847/214-2100 • Fax: 847/683-4544
1-800-342-5976
www.wrmeadows.com

HAMPSHIRE, IL / CARTERSVILLE, GA / YORK, PA
FORT WORTH, TX / BENICIA, CA / POMONA, CA
GOODYEAR, AZ / MILTON, ON / ST. ALBERT, AB

SPECIFICATIONS

- Complies with all current federal, state, and local maximum allowable VOC requirements, including U.S. EPA, SCAQMD, and OTC.
- Treated surface is USDA accepted.

APPLICATION

Surface Preparation ... Fresh Concrete: On newly placed concrete, LIQUI-HARD ULTRA can be applied after final troweling.

For a curing and hardening system, use MED-CURE™ curing aid from W. R. MEADOWS immediately after final finishing operations have been completed. Apply LIQUI-HARD ULTRA according to below existing concrete directions a minimum of three days (preferably 28 days) after placement of concrete.

Existing (Old) Concrete: Surface should be clean and structurally sound. Remove all residues, curing compounds, oils, sealers, contaminants, and laitance before applying LIQUI-HARD ULTRA. Fill and repair all holes, cracks, and deteriorated areas that have been removed to sound concrete.

Mixing ... For optimum performance, gentle mixing or agitation is recommended.

Application Method ... Fresh Concrete: Apply undiluted LIQUI-HARD ULTRA at approximately 650 - 800 ft.²/gal. (15.95 - 19.63 m²/L) using a low-pressure sprayer, such as a Chapin 1949, or by spreading evenly with a soft-bristled broom. Do not allow material to puddle on the surface. No further application steps are required for fresh concrete.

Existing (Old) Concrete: Moisten the surface with undiluted LIQUI-HARD ULTRA by sprayer or microfiber applicator. When spraying, a spray nozzle that produces a flow of 0.5 GPM (1.9 LPM) under 40 psi (0.276 MPA), is recommended. LIQUI-HARD ULTRA should be sprayed in a fine fog pattern. Keep surface moist with LIQUI-HARD ULTRA for 20 minutes but do not let material stand and puddle. If excess material is still on surface after 20 minutes, use a microfiber applicator to even out excess material. Pay particular attention to steel-troweled surfaces. After initial 20 minutes, let the surface dry.

Note: For concrete older than 28 days, please contact a W. R. MEADOWS representative at 1-800-342-5976.

Burnishing ... LIQUI-HARD ULTRA can be burnished to a high sheen on steel trowel concrete floors. A high-speed burnisher (2000 - 2200 rpm) with appropriate maintenance pad is needed.

**LIMITED WARRANTY**

W. R. MEADOWS, INC. warrants at the time and place we make shipment, our material will be of good quality and will conform with our published specifications in force on the date of acceptance of the order. Read complete warranty. Copy furnished upon request.

Disclaimer

The information contained herein is included for illustrative purposes only, and to the best of our knowledge, is accurate and reliable. W. R. MEADOWS, INC. cannot however under any circumstances make any guarantee of results or assume any obligation or liability in connection with the use of this information. As W. R. MEADOWS, INC. has no control over the use to which others may put its product, it is recommended that the products be tested to determine if suitable for specific application and/or our information is valid in a particular circumstance. Responsibility remains with the architect or engineer, contractor and owner for the design, application and proper installation of each product. Specifier and user shall determine the suitability of products for specific application and assume all responsibilities in connection therewith.

WARNING ... Immediately wash off over-spray from glass, aluminum, or highly polished surfaces with water to avoid etching of surfaces.

Drying Time ... 2 - 4 hours. LIQUI-HARD ULTRA dries very quickly on newly placed concrete. Drying times may be extended on existing (old) concrete due to surface conditions. Restrict foot traffic for at least four hours; 12 hours is preferable.

Cleanup ... While still wet, equipment may be cleaned quickly and easily with soap and water.

PRECAUTIONS

DO NOT DILUTE. Do not apply if the temperature of the concrete is less than 40° F (4° C) or above 135° F (57° C). **KEEP FROM FREEZING.** If frozen, product should be thawed and agitated slightly prior to use. If excess material remains on surface after 20 minutes, mop or spread out to a thin, even material coverage. Do not allow excess material to puddle. Do not over apply. Apply two thin coats if necessary. Do not cover freshly treated area with plastic. If treated area needs to be protected from other trades, cover with a "breathable" covering, such as construction paper.

HEALTH AND SAFETY

LIQUI-HARD ULTRA is non-combustible. Direct contact will result in irritation of the skin and eyes. Inhalation of product mist may result in respiratory irritation. Refer to Safety Data Sheet for complete health and safety information.

LEED INFORMATION

May help contribute to LEED credits:

- IEQ Credit 4.2: Low-Emitting Material - Paints & Coatings
- IEQ Credit 4.3: Low-Emitting Materials - Flooring
- MR Credit 2: Construction Waste Management
- MR Credit 5: Regional Materials

For most current data sheet, further LEED information, and SDS, visit www.wrmeadows.com.





PRODUCT DATA

NO. 010-A

MasterFormat: 03 35 00

W. R. MEADOWS.


SeaTIGHT

BELLATRIX®

Premium Concrete Enhancer

JULY 2020
(Supersedes April 2018)

DESCRIPTION

BELLATRIX is formulated using proprietary, dual-protection technology combined with unique hybrid polymers to offer the ultimate in concrete protection. BELLATRIX offers environmentally friendly, VOC-compliant protection, which provides increased stain suspension and resistance against many contaminants found in kitchens, retail food stores, restaurants, malls, garages, warehouses, distribution centers, etc.

USES

While originally formulated to be used in conjunction with hardened concrete floor systems, such as LIQUI-HARD® and the INDUROSHINE™ polished concrete system from W. R. MEADOWS, BELLATRIX may also be utilized anywhere a clear, high-gloss, dual-action concrete protection system is desired. BELLATRIX is designed for use on previously sealed surfaces, as well as surfaces that have been previously stained or dyed and sealed. (Check compatibility with existing sealer prior to full application.) BELLATRIX is formulated to provide a reasonable amount of time for cleanup and removal of spills.

FEATURES/BENEFITS

- Breathable film allows moisture in cured concrete to evaporate.
- Offers improved resistance against many common household chemicals.
- Provides excellent blush resistance in damp environments.
- Applies easily and economically.
- VOC-compliant.
- Protects the finish when used on polished concrete.
- For both indoor and outdoor use.
- Rejuvenates previously sealed or densified concrete.
- Perfect for use over acrylic sealers.

PACKAGING

1 Gallon (3.79 Liter) Units/4 per Carton
5 Gallon (18.93 Liter) Pails
55 Gallon (208.20 Liter) Drums

COVERAGE

500 - 1500 ft.²/gal. (12.27 - 36.8 m²/L)
Steel Troweled Concrete: 500 - 600 ft.² (12.27 - 14.73 m²)
Polished Concrete: 1000 - 1500 ft.² (24.54 - 36.81 m²)
Coverage is approximate and may vary depending on surface finish/texture, concrete condition, climatic conditions, etc. Always apply to a test area first to determine actual coverage rate before full-scale application.

SHELF LIFE

When stored indoors in original, unopened containers at temperatures between 40° - 90° F (4° - 32° C), optimum performance and best use is obtained within one year of date of manufacture.

SPECIFICATIONS

- Tested per ASTM D1308.
- Treated surface is USDA accepted.
- Complies with all current federal, state, and local maximum allowable VOC requirements, including National AIM, LADCO, OTC Phase I and II, CARB, and SCAQMD.

TECHNICAL DATA

VOC Content: 47 g/L

APPLICATION

BELLATRIX is designed for existing concrete and should not be used as a curing compound on freshly placed concrete. A small test patch application is always recommended. The test patch must be done using the same applicator (personnel), equipment, surface preparation, application technique, and at the same temperatures, relative humidity, airflow conditions, etc., that will exist at the time of the full-scale BELLATRIX application.

Surface Preparation ... The surface must be thoroughly clean, dry and free of anything that will prevent BELLATRIX from bonding properly with the concrete. This includes, but is not limited to: bond breakers, release agents, coatings, oil, grease, un-neutralized acid stain, dirt, efflorescence, dust, etc.

Polished Concrete ... BELLATRIX may be applied over concrete that has been previously treated with a densifier/hardener such as LIQUI-HARD and/or polished with a system like INDUROSHINE. Concrete must be a minimum of 28 days old before polishing with INDUROSHINE. Allow a minimum of 12 hours after a LIQUI-HARD treatment before applying BELLATRIX. Burnishing may commence two hours after application of BELLATRIX, but this could vary depending on environmental surroundings. For optimum results, wait 24 hours. Use a high speed burnisher with a 3000-grit or hogs hair pad. If products or systems other than INDUROSHINE or LIQUI-HARD are used, a small test patch application is always recommended.

CONTINUED ON REVERSE SIDE ...

W. R. MEADOWS, INC.

P.O. Box 338 • HAMPSHIRE, IL 60140-0338
Phone: 847/214-2100 • Fax: 847/683-4544
1-800-342-5976
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FORT WORTH, TX / BENICIA, CA / POMONA, CA
GOODYEAR, AZ / MILTON, ON / SHERWOOD PARK, AB

Pages 182 **Concrete ...** Concrete must be clean, dry, and prepared, per Surface Preparation instructions above. BELLATRIX is not designed to be used as a standalone product. The concrete must be sealed or densified first. Concrete must be a minimum of 14 days old before applying BELLATRIX. For optimum results, concrete should be 28 days old.

Mixing ... Any separation in the container must be re-dispersed with gentle agitation prior to use. **CAUTION: TO AVOID FOAMING, DO NOT MIX EXCESSIVELY.**

Application Method ... An industrial sprayer, such as a Chapin 1949, equipped with a 0.1 GPM (0.379 LPM) nozzle, is recommended. Application equipment must be clean, dry, and free of any previously used materials. After initially spraying the product onto the surface, uniformly spread it with a micro-fiber applicator. The micro-fiber pad should be pre-wetted with BELLATRIX prior to use and the product must not be allowed to dry before spreading is complete. Optimum performance is achieved with two (2) uniform coats. The second coat should be applied at a 90° (right) angle to the first coat, only after the first coat is thoroughly dry. **NOTE:** Keep surface dry for a minimum of 48 hours after application; full stain-blocking ability will not be effective until 72 hours after final application.

Cleanup ... Clean immediately while still wet with soap and water.

PRECAUTIONS

KEEP FROM FREEZING. Do not use BELLATRIX as a curing compound on freshly placed concrete. Do not use as a standalone product. Due to occasional uncontrollable variations in concrete substrates, application error, etc., BELLATRIX may not block all staining materials in every instance. BELLATRIX is formulated to provide a reasonable amount of time for cleanup and removal of spills. Do not apply when air, material, or surface temperatures are expected to fall below 40° F (4° C) within four hours of completed application. Do not use tape on surfaces treated with BELLATRIX. **DO NOT MIX WITH ANY OTHER PRODUCTS.**

BELLATRIX is not recommended for use on heated concrete floors that will have rubber and plastic products placed on surface. Some plasticizers/chemicals in certain types of rubbers can leach and stain the heated floor.



LIMITED WARRANTY

W. R. MEADOWS, INC. warrants at the time and place we make shipment, our material will be of good quality and will conform with our published specifications in force on the date of acceptance of the order. Read complete warranty. Copy furnished upon request.

Disclaimer

The information contained herein is included for illustrative purposes only, and to the best of our knowledge, is accurate and reliable. W. R. MEADOWS, INC. cannot however under any circumstances make any guarantee of results or assume any obligation or liability in connection with the use of this information. As W. R. MEADOWS, INC. has no control over the use to which others may put its product, it is recommended that the products be tested to determine if suitable for specific application and/or our information is valid in a particular circumstance. Responsibility remains with the architect or engineer, contractor and owner for the design, application and proper installation of each product. Specifier and user shall determine the suitability of products for specific application and assume all responsibilities in connection therewith.

Stain resistance and gloss will vary with coverage rates the nature of the substrate. A test area is recommended to verify that the desired appearance and performance is achieved with the intended use conditions.

HEALTH AND SAFETY

Direct contact may result in mild irritation. Inhalation may cause irritation of the respiratory tract. Refer to Safety Data Sheet for complete health and safety information.

LEED INFORMATION

May help contribute to LEED credits:

- MRc9: Construction and Demolition Waste Management
- EQc2: Low-Emitting Materials
[For Healthcare and Schools (exterior-applied products) ONLY]

For further LEED information and SDS, visit www.wrmeadows.com.



TECHNICAL DATA SHEET

DESCRIPTION

Tuf Seal J35 is a scientifically formulated clear, non-yellowing sealer comprised of methyl methacrylate polymers. It dries to a durable, high gloss finish that not only protects, but also beautifies floors. Tuf Seal J35 is designed to provide protection from oil and gasoline and excellent resistance to oils, greases and weathering.

USE

Tuf Seal J35 will not only provide improved gasoline/oil resistance, but it will also help to prevent dusting, spalling and inhibit efflorescence. Clean-up time is reduced and simplified since dirt, grease, oil that normally soak into the concrete are easily removed from the coating. Tuf Seal J35 not only offers protection for concrete surfaces, but it can also protect and beautify exposed aggregate and stamped concrete.

FEATURES

- High gloss finish
- Easy to recoat – no extensive surface preparations
- Resists gasoline, grease, and many oils
- Non-yellowing, clear coating
- Reduces maintenance and clean-up time
- Excellent protection against the weather and ultraviolet radiation
- USDA approved for incidental food contact

Drying time:

Approximately 2 hours at 70°F (21°C) for re-coating or light traffic. Wait 12 hours for heavy traffic. Dry time is temperature, humidity and wind dependent

Estimating Guide

Approximate Coverage Rates:

1st coat 200 – 300 Sq. Ft./Gal 4.9 – 7.4 Sq M/Liter
2nd coat 400 – 600 Sq. Ft./Gal 9.8 – 14.8 Sq M/Liter

Texture and absorption rate of the concrete will influence coverage rate.

Two coats of Tuf Seal J35 are recommended. Allow the first coat to dry before applying the second coat.

Packaging

PRODUCT CODE	PACKAGE	SIZE	
		Gallons	Liters
69078	Unit (6 min.)	1	3.79
69077	Pail	5	18.93
69076	Drum	55	208.20

STORAGE

Store material in a horizontal position to prevent moisture accumulation on the drum head. Shelf life is 24 months from date of manufacture in unopened containers. Store in a temperature range between 0°F (-18°C) to 110°F (43°C).

Surface Preparation:

Surface must be clean, dry, free of grease, dirt, paint and efflorescence (white residue). If the substrate is wet from rain or from surface cleaning, wait a minimum of 24 hours to allow the surface to dry completely before applying. Repair all defects prior to sealing. Protect or avoid spraying Tuf Seal J35 on glass or metal.

Mixing

Thoroughly mix the product prior to each use.

Placement:

Apply Tuf Seal J35 with low pressure spray, roller or brush. Apply uniformly without interruption to prevent streaking. Hold sprayer nozzle perpendicular to the surface and overlap each coat. In order to reduce loss of material to the atmosphere, avoid high pressures when spraying and too fine a spray. Ensure spray nozzle is allowing for a uniform spray pattern without tailings or drips. Coverage will vary with the density and texture of the surface. Apply the Tuf Seal J35 to achieve a complete, uninterrupted film. Avoid applications that are too heavy or too light. Heavy coats can bubble and reduce moisture vapor transmission. Too light of an application may not allow material to form a complete film. Avoid application during excessively hot air or substrate temperatures (>90°F, 32.2°C).

If applying by roller, use short nap, ¼ - 3/8 inch solvent resistant rollers. Do not roll excessively, too fast or when material has begun to dry.

CLEAN UP

For tools and equipment, use xylol or lacquer thinner.

TECHNICAL DATA SHEET

LIMITATIONS

Concrete that exhibits extreme porosity may require a thin prime coat to avoid air bubbles in the material. Apply prime coat at 550-600 sq ft per gallon. (13.5 – 14.8 sq M per L)

FOR PROFESSIONAL USE ONLY

Not intended for application in enclosed or interior spaces.

For applications of a sealer in an enclosed structure, Dayton Superior recommends a water based product like the Ultra Seal EF. Sprayers and equipment should have neoprene or viton type hose and gaskets. Do not apply at temperatures below 40°F (4°C) or when the average daily temperature remains below 40°F (4°C). Apply to concrete that is a minimum of 7 days old. Will interfere with the adhesion of sealants, thus avoid spraying Tuf Seal J35 into a joint prior to installation of sealant. Product intended for incidental or short term chemical contact; for long term exposure applications contact Dayton Superior Technical Services. Tuf Seal J35 will not resist brake or hydraulic fluids. Not for use under resinous (epoxy, polyester, urethane, etc.) coatings. Film may show black rubber tire marks. Will darken color of concrete surfaces.

PRECAUTIONS

READ SDS PRIOR TO USING PRODUCT

- Keep material and containers away from high heat, open flames, sparks or other sources of ignition
- Use with adequate ventilation
- Wear protective clothing, gloves and eye protection (goggles, safety glasses and/or face shield)
- Keep out of the reach of children
- Do not take internally
- In case of ingestion, seek medical help immediately
- May cause skin irritation upon contact, especially prolonged or repeated. If skin contact occurs, wash immediately with soap and water and seek medical help as needed.
- If eye contact occurs, flush immediately with clean water and seek medical help as needed
- Dispose of waste material in accordance with federal, state and local requirements

MANUFACTURER

Dayton Superior Corporation
1125 Byers Road
Miamisburg, OH 45342
Customer Service: 888-977-9600
Technical Services: 877-266-7732
Website: www.daytonsuperior.com

WARRANTY

Dayton Superior Corporation ("Dayton") warrants for 12 months from the date of manufacture or for the duration of the published product shelf life, whichever is less, that at the time of shipment by Dayton, the product is free of manufacturing defects and conforms to Dayton's product properties in force on the date of acceptance by Dayton of the order. Dayton shall only be liable under this warranty if the product has been applied, used, and stored in accordance with Dayton's instructions, especially surface preparation and installation, in force on the date of acceptance by Dayton of the order. The purchaser must examine the product when received and promptly notify Dayton in writing of any non-conformity before the product is used and no later than 30 days after such non-conformity is first discovered. If Dayton, in its sole discretion, determines that the product breached the above warranty, it will, in its sole discretion, replace the non-conforming product, refund the purchase price or issue a credit in the amount of the purchase price. This is the sole and exclusive remedy for breach of this warranty. Only a Dayton officer is authorized to modify this warranty. The information in this data sheet supersedes all other sales information received by the customer during the sales process. THE FOREGOING WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES OTHERWISE ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM, TRADE OR OTHERWISE.

Dayton shall not be liable in contract or in tort (including, without limitation, negligence, strict liability or otherwise) for loss of sales, revenues or profits; cost of capital or funds; business interruption or cost of downtime, loss of use, damage to or loss of use of other property (real or personal); failure to realize expected savings; frustration of economic or business expectations; claims by third parties (other than for bodily injury), or economic losses of any kind; or for any special, incidental, indirect, consequential, punitive or exemplary damages arising in any way out of the performance of, or failure to perform, its obligations under any contract for sale of product, even if Dayton could foresee or has been advised of the possibility of such damages. The Parties expressly agree that these limitations on damages are allocations of risk constituting, in part, the consideration for this contract, and also that such limitations shall survive the determination of any court of competent jurisdiction that any remedy provided in these terms or available at law fails of its essential purpose.



GAST CONSTRUCTION

General Contractors

Fargo · Wahpeton

Cassie McNames
 KLJ
 300 23rd Ave E, Suite 100
 West Fargo, North Dakota 58078

March 2, 2022

Re: MTG Pit Repairs & Hoist Replacement – PR 006

Cassie,

Below is the price for Gast Construction to grind down the hump that was in the existing concrete on the north side of the north pit as requested. Also included in this proposal is a deduct for the funds not used in our material testing/retesting line item on our SOV.

Floor Grinding Work

Labor

- 7 man hours x \$60.00/hour

\$420.00

Misc. Consumables

\$50.00

Subtotal

\$470.00

Markup 15%

\$70.00

Total

\$540.00

Deduct for Material Testing

Deduct

(\$1,500.00)

PR 006 Total:

(\$960.00)

If you have any questions or concerns, please let me know.

Thanks,

Jared Pedersen
 Project Manager

April 4, 2022

22

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

**RE: Sole Source Procurement – Filmtec Corporation
Effluent Reuse Facility - Ultra Filtration Membranes**

Dear Commissioners:

The Water Reclamation Facility (WRF) operates an Effluent Reuse Facility (ERF) that treats secondary effluent to reverse osmosis (RO) quality water for industrial use at an ethanol plant in Casselton. The ERF provides over a million gallons per day that would ordinarily be discharged into the river. A critical "first step" component of the treatment process is the Ultra Filtration (UF) Membranes. The UF membranes are exposed to a wide range of contaminants and a constant, rigorous cleaning regimen. A failure of one of the UF skids would result in 40% less water produced and greater wear and tear of the remaining 3 skids.

The UF membranes have been in service for over 6 years, but recently there has been some reduction in performance. The cleaning regimen has increased, resulting in additional cost in labor and chemicals. While this is not creating current issues for the ethanol plant, it would be prudent to have a supply of replacement UF membranes to ensure that there will not be a reduction/gap in water production.

The attached invoice delineates a unique/specific series of UF membrane that can be seamlessly installed into the UF skids. Features of "like or similar" membranes from other vendors may result in improper fit/alignment creating installation, performance and efficiency issues. Replacing deteriorating membranes will increase production efficiencies, cost savings and improved water quality. The L20N PVDF Ultra Filtration membrane was the original membrane installed in 2007, and is proprietary to the Filmtec/Evoqua/Dupont Corporations. The Water Reclamation Utility would like to sole source procure Filmtec replacement UF membranes (for two skids) to obtain a known quality, performance and sizing for our current ultra-filtration system.

The cost of 240 membranes @ \$900.00 each = \$216,000 (plus shipping @ \$13,230) for a total price of \$229,230. Funding for this purchase is included in the 2022 Budget, but the Water Reclamation/ERF Rehab and Renewal Sales Tax Fund 455, has available unused dollars to fund this membrane replacement. The Finance Committee approved this purchase on 3-28-2022

Recommended Motion

Approve the Sole Source Procurement for the Effluent Reuse Facility Ultrafiltration Membranes from Filmtec Corporation for \$229,230.


Respectfully Submitted,



Jim Hausauer
Water Reclamation Utility Director

MEMORANDUM

March 28, 2022

To: Finance Committee
From: Jim Hausauer, Water Reclamation Utility Director 
Re: Sole Source Procurement – Filmtec Corporation
Project WW2001 & 2101 – Effluent Reuse Facility -Ultra Filtration Membranes

Background

If you recall, the Water Reclamation Facility (WRF) operates an Effluent Reuse Facility (ERF) that treats secondary effluent to reverse osmosis (RO) quality water for industrial use at the Tharaldson Ethanol Plant in Casselton. The ERF treats & provides (sells) over a million gallons of water/day that would ordinarily be discharged into the river. A critical component of the treatment process is the Ultra Filtration (UF) Membranes. The UF skids are essentially the “first step” in the filtration process and are exposed wide range of contaminants and a constant and rigorous cleaning regimen. Essentially the UF membranes are the most critical component of the treatment process, as a failure of one of the skids would result in 40% less water produced and greater wear and tear of the remaining 3 skids.

Ultra Filtration Membrane Sole Source

The UF membranes have been in service for over 6 years, but recently there has been some slight reduction in performance. The cleaning regimen has increased for these skids, resulting in an increased cost in labor and chemicals. While this is not creating current issues for the ethanol plant, it would be prudent to have a supply of replacement UF membranes to ensure that there will not be a reduction/gap in water production.

The attached invoice delineates a unique/specific series of UF membrane that can be seamlessly installed into the UF skids. Features of “like or similar” membranes from other vendors may result in improper fit/alignment creating installation, performance and efficiency issues. Replacing deteriorating membranes will increase production efficiencies/cost savings and improved water quality. The L20N PVDF Ultra Filtration membrane was the original membrane installed and is proprietary to the Filmtec/Evopua/Dupont Corporations. The Water Reclamation Utility would like to sole source procure Filmtec replacement UF membranes (for two skids) to obtain known quality, performance and sizing for our current ultra-filtration system. The cost of 240 membranes @ \$900.00 each = \$216,000 (plus shipping @ \$13,230) for a total price of \$229,230.

This purchase was included in the 2022 Budget, but Projects WW2001/2101 (Water Reclamation/ERF Rehab and Renewal Sales Tax Fund 455) has available unused dollars to fund this membrane replacement.

Recommended Motion

Approve the Sole Source Procurement for the Effluent Reuse Facility Ultrafiltration Membranes from Filmtec Corporation in the amount of \$229,230.



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Filmtec Corporation, Edina MN

Estimated Dollar Amount of Purchase:

\$229,230

Is this procurement funded by a federal grant?

No

If yes, you must attach a document from the grant agency approving this procurement as a sole source.

The project/service is required to:

The Water Reclamation Facility (WRF) operates an Effluent Reuse Facility (ERF) that treats secondary effluent to reverse osmosis (RO) quality water for industrial use at an Ethanol Plant. A critical component of the treatment process is the Ultra Filtration (UF) Membranes. The UF skids are essentially the "first step" in the filtration process and are exposed wide range of contaminants and a constant and rigorous cleaning regimen. The UF membranes are a critical component of the treatment process, as a failure of one of the skids would result in 40% less water produced and greater wear and tear of the remaining 3 skids. The UF membranes have been in service for over 6 years, but recently there has been some slight reduction in performance. The cleaning regimen has increased for these skids, resulting in an increased cost in labor and chemicals. While this is not creating current issues for the ethanol plant, it would be prudent to have a supply of replacement UF membranes to ensure that there will not be a reduction/gap in water production.

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

The attached invoice delineates a unique/specific series of UF membrane that can be seamlessly installed into our UF skids. Features of "like or similar" membranes from other vendors may result in improper fit/alignment creating installation, performance and efficiency issues. The L20N PVDF Ultra Filtration membrane was the original membrane installed in 2007 and is proprietary to the Filmtec/Evoqua/Dupont Corporations.

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

The L20N PVDF Ultra Filtration membrane was the original ERF UF membrane installed in 2007 and is proprietary to the Filmtec/Evoqua/Dupont Corporations. Filmtec replacement UF membranes (for two skids) will provide known quality, performance and sizing for our current ultra-filtration system.

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

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

Features of "like or similar" membranes from other vendors may result in improper fit/alignment creating installation, performance and efficiency issues. The L20N PVDF Ultra Filtration membrane was the original UF membrane installed in 2007 and is proprietary to the Filmtec/Evoqua/Dupont Corporations. The Water Reclamation Utility would like to sole source procure Filmtec replacement UF membranes (for two skids) to obtain known quality, performance and sizing for our current ultra-filtration system.

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

NA--No piggyback procurement

This purchase was included in the 2022 Budget, but Projects WW2001/2101 (Water Reclamation/ERF Rehab & Renewal Sales Tax Fund 455) have available unused dollars to fund this membrane replacement.(see attached)

The cost of 240 membranes @ \$900.00 each = \$216,000 (plus shipping @ \$13,230) for a total price of \$229,230.

Signature: Jim Hausauer Digitally signed by Jim Hausauer
Date: 2022.03.23 10:21:14
-05'00'
(Requestor)

Printed Name: James Hausauer

Department: Water Reclamation Utility

Title: Utility Director

Date: 3/23/2022

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

JH  (Requestor initials)

FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES FilmTec Corporation	Document Date 03/22/2022	Order Number 41161037
	Customer P.O. number 3152022 03/15/2022	

Item #	Goods Description Shipping Marks	Quantity	Unit Price	Amount
		Subtotal		229,230.00
	0.00 % Sales Tax (State)			0.00
	. StateGov			
	0.00 % Sales Tax (Local)			0.00
	. StateGov			
	0.00 % Sales Tax (Local)			0.00
	. StateGov			
		Total		229,230.00 USD
	INFORMATION: Att: Jeffrey Hoff @ 701-730-8716			

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CONTACT:	John Shibilski Ph.:	JOHN.SHIBILSKI@DUPONT.COM Fax:
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FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES FilmTec Corporation	Document Date 03/22/2022	Order Number 41161037
	Customer P.O. number 3152022	03/15/2022

STANDARD CONDITIONS OF SALE

1. Seller warrants only that (a) any products or services provided hereunder meet Seller's standard specifications for the same or such other specifications as may have been expressly agreed to herein; (b) the sale of any products or services provided hereunder will not infringe the claims of any validly issued United States patent covering such product or service itself, but does not warrant against infringement by reason of (i) the use of any information provided, (ii) the use of any product or service in combination with other products, services, or information or in the operation of any process, or (iii) the compliance by Seller with any specifications provided to Seller by Buyer; and (c) all products provided hereunder were produced in compliance with the requirements of the Fair Labor standards Act of 1938, as amended. WITH RESPECT TO ANY PRODUCTS, SERVICES, OR INFORMATION PROVIDED TO BUYER, SELLER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. Buyer assumes all risk and liability resulting from use of the products, services, or information delivered hereunder, whether used singly or in combination with other products, services, or information.
2. IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY TO BUYER FOR ALL DAMAGES ARISING FROM ANY AND ALL CLAIMS RELATED TO THE BREACH OF THIS AGREEMENT, NONDELIVERY, OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION COVERED BY THIS AGREEMENT, REGARDLESS OF WHETHER THE FORM OF ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID BY BUYER TO SELLER FOR THE PRODUCTS, SERVICES, OR INFORMATION IN RESPECT OF WHICH DAMAGES ARE CLAIMED. NO CLAIM SHALL BE ALLOWED FOR PRODUCT THAT HAS BEEN PROCESSED IN ANY MANNER. FAILURE TO GIVE NOTICE OF A CLAIM WITHIN NINETY (90) DAYS FROM DATE OF DELIVERY, OR THE DATE FIXED FOR DELIVERY (IN CASE OF NONDELIVERY) SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT OF SUCH PRODUCTS, SERVICES, OR INFORMATION. PRODUCTS SHALL NOT BE RETURNED TO SELLER WITHOUT SELLER'S PRIOR WRITTEN PERMISSION. NO CHARGE OR EXPENSE INCIDENT TO ANY CLAIMS WILL BE ALLOWED UNLESS APPROVED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. IN ADDITION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES WAIVE AND AGREE NOT TO ASSERT NON-CONTRACTUAL CLAIMS ARISING UNDER STATE LAW RELATING TO THIS AGREEMENT OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION COVERED BY THIS AGREEMENT, AND THIS AGREEMENT SHALL BE DEEMED TO INCLUDE SUCH LANGUAGE AS MAY BE REQUIRED TO EFFECT SUCH WAIVER, WAIVER BY EITHER PARTY OF ANY DEFAULT BY THE OTHER HEREUNDER SHALL NOT BE DEEMED A WAIVER BY SUCH PARTY OF ANY DEFAULT BY THE OTHER WHICH MAY THEREAFTER OCCUR.
3. No liability shall result from delay in performance or nonperformance, directly or indirectly caused by circumstances beyond the control of the party affected, including, but not limited to, act of God, fire, explosion, flood, war, act of or authorized by any Government, accident, labor trouble or shortage, pandemic, inability to obtain material, equipment or transportation, failure to obtain or hardship in obtaining reasonably priced supplies of materials, or failure of usual transportation mode. Quantities so affected may be eliminated from the agreement without liability, but the agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the product specified herein to enable it to perform this Agreement.
4. If for any reason including but not limited to Force Majeure Seller is unable to supply the total demand for products specified herein, Seller may distribute its available supply among any or all purchasers, as well as departments and divisions of Seller, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.
5. Seller may furnish such technical assistance and information as it has available with respect to the use of the products or services covered by this agreement. Unless otherwise agreed in writing, all such information will be provided gratis. Buyer agrees to evaluate such information, to make an independent decision regarding the suitability of such information, products and services for Buyer's application, and only use such products, services and information pursuant to then current good product stewardship principles and all regulatory requirements applicable to Buyer's business.
6. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the products and its properties. Buyer will forward such information to its employees, contractors and customers who may distribute, handle, process, sell or use such products, and advise such parties to familiarize themselves with such information. Buyer agrees that products sold hereunder will not knowingly be resold or given in sample form to persons using or proposing to use the products for purposes contrary to recommendations given by Seller or prohibited by law, but will be sold or given as samples only to persons who can handle, use and dispose of the products safely. Unless agreed to by Seller in a written agreement covering such use, in no event shall Buyer use products or resell products for use in the manufacture of any implanted medical device. Buyer agrees that export of any product, service or information provided hereunder shall be in accordance with applicable Export Administration Regulations.
7. Except as may be contained in a separate trademark license, the sale of product (even if accompanied by documents using a trademark or trade name of Seller) does not convey a license, express or implied, to use any trademark or trade name of Seller, and Buyer shall not use any trademark or trade name of Seller in the conduct of its business without Seller's prior written consent.
8. The Buyer shall reimburse the Seller for all taxes, (excluding income taxes) excises or other charges which the Seller may be required to pay to any Government (National, State or Local) upon the sale, production or transportation of the products, services, or information sold hereunder.
9. In the event Buyer fails to fulfill Seller's terms of payment, or in case Seller shall have any doubt any time as to Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.
10. This agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. Seller reserves the right to sell, assign, or otherwise transfer its right to receive payment under this agreement.
11. ~~Dispute Resolution and Arbitration. Buyer and Seller agree to submit all disputes, claims or controversies which have arisen or which may hereafter arise, arising out of or relating to (a) this Agreement or the relationship which results from this Agreement, (b) the breach, termination or validity of this Agreement, (c) the purchase or supply of any product, service, or information provided by Seller, (d) events leading up to the formation of Buyer's and Seller's relationship, and (e) any issue related to the creation of this Agreement or its scope, including the scope and validity of this paragraph. The parties shall before and as a condition to proceeding to arbitration attempt in good faith to resolve any such claim or controversy by mediation under the International Institute for Conflict Prevention & Resolution ("CPR") Mediation Procedure then currently in effect. Unless the parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals. Any such claim or controversy which remains unresolved 60 days after the appointment of a mediator or 60 days after good faith efforts by either party to proceed to mediation shall be finally resolved by binding arbitration in accordance with the CPR Rules for Non-Administered Arbitration then currently in effect by three independent and impartial arbitrators, none of whom shall be appointed by either party. This Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of any state laws inconsistent therewith. Such arbitration shall be conducted in a city to be chosen by the arbitrators which is not the principal place of business of either party, and the arbitrators and the parties shall conduct such arbitration in accordance with such procedures as may be necessary to permit use of the then current CPR Arbitration Appeal Procedure. Any judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. In the event that either party wishes to appeal an award, the parties shall follow the then current CPR Arbitration Appeal Procedure. Buyer and Seller agree not to file or join any class action or class arbitration, seek or consent to class relief, or seek or consent to the consolidation or joinder of its claims with those of any third party. If any clause within this Arbitration Provision (other than the agreement regarding the conduct of the arbitration in the preceding sentence) is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of the Arbitration Provision will be given full force and effect. If such agreement regarding the conduct of the arbitration is found to be illegal or unenforceable and if the arbitrators permit a class arbitration or consolidated or joined matter to proceed, this entire Arbitration Provision will be unenforceable, and the dispute may be decided by a court. The obligations set forth in this paragraph shall survive the termination or expiration of this Agreement.~~
12. In addition to these Standard Conditions of Sale, any Special Conditions of Sale set forth on this invoice or in the current price list for the products or services sold hereunder shall apply and are incorporated by reference. Unless otherwise specified therein, the liability for and risk of loss to Product sold hereunder passes to Buyer upon loading for shipment at Seller's producing location.
13. This Agreement shall be construed and governed by Delaware law, without regard to any applicable conflicts of law provisions, and the terms of the UCC, rather than the United Nations Convention on Contracts for the International Sale of Goods, shall apply.
14. Except as expressly provided in any other term or condition of this Agreement, any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
15. As part of the sale of goods hereunder, Seller may collect, use and disclose Personal Information about Buyer including company name, address, banking and credit information as well as name, phone number, email address and other contact details of natural persons within Buyer's organization and Buyer's contractors. Seller may share Personal Information with its affiliates and selected third parties around the world in order to complete the sale of goods, as described in Seller's privacy statement. <https://www.dupont.com/privacy.html>
16. This Agreement supersedes all prior agreements, representations and understandings between the parties (whether written or oral) with respect to its subject matter and constitutes (along with the exhibits and schedules attached hereto) a complete and exclusive statement of the terms of the agreement between the parties with respect to the provision of products or services hereunder. Not by way of limitation of the unqualified nature of the foregoing, Buyer acknowledges, agrees and represents that it is not relying upon, and it has not been induced by, any representation, warranty, statement made by, or other information provided by Seller in connection with its decision to purchase or use any product, service, information or technology, other than the representations and warranties Seller as and only to the extent expressly provided in this Agreement. No modification of this Agreement shall be binding upon Seller unless separately contracted in writing and executed by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this invoice by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance or use of the products, services, information or technology shall be equivalent to Buyer's assent to the terms and conditions hereof.

Ver. 3/5/07

2022 Budget Rollover Request (Jim Hausauer) - Approved

Hausauer stated he would like to roll over unused balances to 2022 for several Rate and Sales Tax Funded Wastewater projects to cover identified projects and possible emergency repairs for the Water Reclamation Utility. Projects and funds include:

WW2001/WW2101 Wastewater Rehab and Renewal - Sales Tax Fund 455: \$336,162.39

WW2002/WW2102 Lift Station Rehab and Renewal - Sales Tax Fund 455: \$177,540.75

WW2004 Effluent Force Main Improvement - Sales Tax Fund: \$50,000

WW2005 Lift Station #58 (Regional South Side LS) - Sales Tax Fund 455: \$100,000

WW2051/WW2151 Lift Station Large Wear Item - Rate Fund 521: \$32,042.71

WW2152 Regional Maintenance/Harwood Lagoon - Rate Fund 521: \$100,000

Grubb made the motion to approve all three agenda items for Budget Carry Over. Costin seconded and all voted in favor.

2021 to 2022 Budget Carry Over Requests (Troy Hall) – Approved

Water Utility staff is requesting that all active projects with available project balances be carried over from the 2021 budget to the 2022 budget. This is because the projects have not been completed and/or closed out. Since an updated report will be available in January, Hall would like to use the January information to better represent the end-of-year balances. Other than the projects listed in the report, there are no other carry-over item requests from the Water Utility for 2021 to 2022. The Water Utility projects involve both Fund 501 (Rate-Funded) and Fund 450 (Infrastructure Sales Tax).

Grubb made the motion to approve all three agenda items for Budget Carry Over. Costin seconded and all voted in favor.

Trade In Drones Approved

The Red River Valley Unmanned Aerial System Unit has acquired different pieces of equipment over the last five years to enhance operations. Two of the current drones are not being utilized due to being outdated and too expensive to update. Dirksen stated if they were to be sold on auction, they would likely get between \$250 - \$300, but a vendor has offered \$4,500 dollars for the two drones, to be provided as credit for the purchase toward a new drone. The cost of a new drone with updated software and camera is \$6,500. The team has funds available to cover the additional \$2,000 needed for the purchase.

Redlinger made the motion to approve and Sprague seconded. All voted in favor.

Fire Department Station alerting components Approved

Over the past few months, two fire stations have been experiencing issues with dispatch software recognizing that a fire truck was available for calls in station. In working with the IS Department, it appears that the signal is being prevented from reaching the fire trucks when they are parked in the building. The solution would be to install a repeater within the two stations that will boost the signal received outside of the station and broadcast it to the trucks on the building. The cost for the repeaters is approximately \$5,000 each and there would be some labor and electrical costs of about \$2,500/station. The total cost to fix this situation is \$15,000.

Annually the Fire Department receives funding from the State Insurance Commissioner based on funds collect through the Insurance Premium Tax. In 2021, it was estimated that \$765,000 would be received but actual received was \$926,000. Dirksen would like \$15,000 of the additional Insurance Premium Tax refund be put into Fire Capital Project Fund 475-4010-510.74.10 to cover the cost.

Costin made the motion to approve. Redlinger seconded and all voted in favor.

Temporary/Early Hire for Fire Department Approved

Dirksen is anticipating the retirement of two fire department employees in May of 2022. The department would like the ability to make a temporary/early offer of employment to two people for the Spring 2022 recruit class beginning February 22, 2022.

There will be no additional costs incurred to the 2022 Fire Department budget to hire temporary/early employees. The salary savings for the first seven weeks of the year, for four open positions, should cover the cost.

Redlinger made the motion to approve. Grubb seconded and all voted in favor.



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

23

March 31, 2022

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

Subject: Cost-Share Agreement (Grant) with North Dakota Department of Water Resources

Dear Commissioners:

Water Utility staff is seeking approval of Cost-Share Agreement (grant) with the North Dakota Department of Water Resources (DWR). The agreement is attached. This Cost-Share is in not-to-exceed \$172,000 and will be used toward engineering services for a project called Regional Water System Distribution Extension Project. The project is a collaborative effort between the Water Utility and Engineering Department in the City of Fargo. It will include water distribution improvements on both the north and south sides of Fargo.

Once the project is designed, it will likely be taken back to the DWR to request Cost-Share funding for the full scale construction project. This approach is per DWR policy. The Engineer Department and Water Utility are also collaboratively working with Cass Rural Water District in planning the improvements.

To accept it, a signed agreement needs to be returned to DWR within 60 days of 2/28/2022 to be valid. After review by legal counsel for the City of Fargo, there will be minor changes to the agreement ahead of the Mayor's signature such as signature lines and insurance limits.

Your consideration is greatly appreciated in this matter.

Sincerely,



Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve Cost-Share Agreement with the North Dakota Department of Water Resources in the not-to-exceed amount of \$172,000 for a Regional Water Department of Water Resources for a Regional Water System Distribution Extension Project.

3/2/22

Tim Mahoney, Mayor
City of Fargo
435 14th Avenue South
Fargo, ND 58103

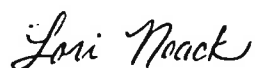
RE: Fargo Regional Water System Distribution Extensions Project

Dear Mayor Mahoney:

The enclosed Agreement for Cost-Share Reimbursement Fargo Regional Water System Distribution Extensions Project is to provide cost-share, not to exceed \$172,000, to reimburse 60 percent of actual eligible costs incurred in the Regional Water System Distribution Extensions Project. Please sign, date, and make a copy of the agreement for your records before returning the original to this office. The agreement may be emailed to DWRcostshare@nd.gov. This agreement is void if not signed and returned within 60 days of the Secretary's signature of 02/28/2022. The signed agreement is necessary to proceed with reimbursements based on claim vouchers documenting the actual eligible costs.

If you have any questions, please call our office at 328-4989.

Sincerely,



Lori Noack
Cost Share Team, Planning and Education Division

2050/FAR

**Agreement for Cost-Share Reimbursement
Fargo Regional Water System Distribution Extensions Project**

1. **PARTIES.** This agreement is between the State of North Dakota (State), by and through the State Water Commission (Commission), and the City of Fargo (Sponsor).

2. **COMMISSION'S RESPONSIBILITY AND INTENT.** Commission will provide Sponsor with cost-share, not to exceed \$172,000, as approved by Commission on February 23, 2022, to reimburse 60 percent of eligible costs incurred in Sponsor's Regional Water System Distribution Extensions Project (Project), contingent on availability of funds and conditions of this agreement. Commission's intent in providing this funding to Sponsor is merely to help Sponsor financially afford Project. Sponsor retains sole and absolute discretion in the manner and means of carrying out Project, except to the extent specified in this agreement.

3. **SPONSOR'S RESPONSIBILITIES.** Sponsor must:

- a. Complete Project.
- b. Provide continued maintenance for Project.
- c. Ensure all applicable permits (federal, state, and local) are obtained.
- d. Acquire all title to land and easements for Project.
- e. Comply with all North Dakota laws governing the requirements for competitive bids, advertising, and awarding of contracts for construction of Project.
- f. Provide written certification to Commission that Project does not duplicate the service area or affect another water service provider's users.
- g. Provide a water service agreement if Project is located within extraterritorial jurisdiction.
- h. Maintain a Project file containing relevant documents and correspondence generated during the course of Project. State is not responsible for maintaining a Project file.
- i. Prior to signature, inform Commission and any other relevant party regarding Project of any errors, misinterpretations, changes, modifications, miscalculations, incorrect Project descriptions, or any other information stated herein that is inaccurate.
- j. Provide assurance to Commission of sustainable operation, maintenance, and replacement plan of Project facilities.
- k. Provide a progress report to Commission at least every four years if the term of Project exceeds four years. If a progress report is not timely received, or if after a review of a progress report Commission determines Project has not made sufficient progress, Commission may terminate the agreement for Project funding.

4. **PROJECT DESCRIPTION AND LOCATION.** Project is to install 12-inch watermain in north Fargo, with a bulk service connection in north Fargo to Cass Rural Water District, and 36-inch watermain in south Fargo, with a bulk service connection in south Fargo to Cass Rural Water District.

5. **ELIGIBLE COSTS.** Commission has sole discretion to determine eligible costs and availability of Commission funds. Additional information is outlined in Commission's cost-share policy.

6. **PAYMENT.** Commission will make partial payments upon receipt and approval of Sponsor's written request. Sponsor must provide Commission verification of actual costs and a Project status report with each payment request. A Commission representative may inspect Project to determine whether the work satisfies Commission's cost share requirements before Commission makes payment(s) to Sponsor. Request for final payment must include documents or record drawings features constructed.

7. **INDEMNIFICATION.** Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to defend, indemnify, and hold harmless State, from and against claims based on the vicarious liability of State or its agents, but not against claims based on State's negligence or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by subcontractor to State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary. Subcontractor also agrees to reimburse State for all costs, expenses, and attorneys' fees incurred if State prevails in an action against subcontractor in establishing and litigating the indemnification coverage required herein. This obligation continues after the termination of this agreement.

8. **INSURANCE.** State and Sponsor each must secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool, or government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of \$250,000 per person and \$500,000 per occurrence.

In addition, Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages:

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per occurrence.
- b. Automobile liability, including Owned (if any), Hired, and Non-owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- c. Workers' compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this contract.

- d. If subcontractor is domiciled outside State, employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

- e. Any deductible or other similar obligation under the policies is the sole responsibility of the subcontractor. The amount of any deductible is subject to approval by State.
- f. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form, and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by State. The policies must be in form and terms approved by State.
- g. State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the subcontractor in excess of the minimum requirements set forth above. The duty to defend, indemnify, and hold harmless State under this agreement is not limited by the insurance required in this agreement.
- h. State must be endorsed on the commercial general liability policy, including any excess policies, as additional insured. State must have all the benefits, rights, and coverages of an additional insured under these policies that are not limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of Sponsor.
- i. The insurance required in this agreement, through a policy or endorsement, must include:
 - (1) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against State;
 - (2) A provision that subcontractor's insurance coverage is primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by State and that any insurance, self-insurance, or self-retention maintained by State must be in excess of the subcontractor's insurance and must not contribute with it;
 - (3) Cross liability/severability of interest for all policies and endorsements;
 - (4) The legal defense provided to State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary;
 - (5) The insolvency or bankruptcy of the insured subcontractor must not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured subcontractor from meeting the retention limit under the policy.
- j. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

9. BREACH. Violation of any provision of this agreement by Sponsor constitutes breach of this agreement. A breach obligates Sponsor to reimburse Commission for all funds paid to Sponsor and relieves Commission of all obligations under this agreement.

10. AGREEMENT BECOMES VOID. This agreement is void if not signed and returned by Sponsor within 60 days of Commission's signature.

11. TERMINATION.

- a. Commission may terminate this agreement effective upon delivery of written notice to Sponsor, or a later date as may be stated in the notice, under any of the following conditions:
 - (1) If Commission determines an emergency exists.
 - (2) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the funds necessary to comply with this agreement. The parties may modify this agreement to accommodate a reduction in funds.
 - (3) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
 - (4) If any license, permit, or certificate required by law, rule, or this agreement is denied, revoked, suspended, or not renewed.
 - (5) If Commission determines that continuing the agreement is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.
- b. Any termination of this agreement is without prejudice to any obligations or liabilities of either party already accrued prior to termination.
- c. The rights and remedies of any party provided in this agreement are not exclusive.

12. APPLICABLE LAW AND VENUE. This agreement is governed by and construed under the laws of State. Any action to enforce this agreement must be adjudicated exclusively in the District Court of Burleigh County, North Dakota.

13. SEVERABILITY. If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement did not contain that term.

14. SPOILIATION – PRESERVATION OF EVIDENCE. Sponsor agrees to promptly notify Commission of all potential claims that arise or result from this agreement. Sponsor must also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Commission the opportunity to review and inspect the evidence, including the scene of an accident.

15. MERGER AND MODIFICATION. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. This agreement may not be modified, supplemented, or amended in any manner except by written agreement signed by both parties.

NORTH DAKOTA STATE WATER COMMISSION

CITY OF FARGO

By:

By:



ANDREA TRAVNICEK, Ph.D.
Secretary

TIM MAHONEY
Mayor

Date: 02/28/2022

Date: _____



**ENGINEER'S REPORT
 NEW PAVING AND UTILITY CONSTRUCTION
 IMPROVEMENT DISTRICT NO. BN-22-K
 ON CROSSROADS DRIVE FROM 42 ST S TO 41 ST S AND
 ON 41 ST S FROM 23 AVE S TO CROSSROADS DRIVE.**

26

AMENDED 3-30-2022

Nature & Scope

Infrastructure request to facilitate construction of underground utilities, concrete pavement and incidentals as requested by the Developer.

Purpose

This project is to provide city infrastructure for the development of new commercial properties and to connect existing infrastructure.

Feasibility

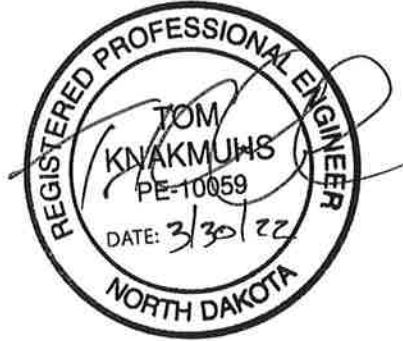
The estimated cost of construction is \$1,730,077.90. The cost breakdown is as follows:


Base Bid			
Construction Cost			\$1,730,077.90
Fees			
Engineering	10%		\$173,007.79
Admin	4%		\$69,203.12
Legal	3%		\$51,902.34
Interest	4%		\$69,203.12
Contingency	5%		\$86,503.90
Total Estimated Cost			\$2,179,898.17
Funding			
Special Assessments	100.00%		\$2,179,898.17

Project Funding Summary			
Special Assessments	100.00%		\$2,179,898.17
Total Estimated Project Cost			\$2,179,898.17

This project does not have any alternate or optional containers.

We believe this project to be cost effective.




Thomas Knakmuhs, PE
Assistant City Engineer

27

March 31, 2022

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

Re: Permanent Easement (Street and Utility) – Improvement District #BN-22-L1

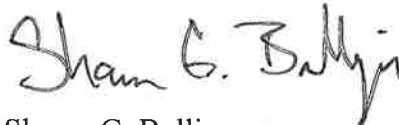
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original permanent easement in association with Improvement District #BN-22-L1. The City Engineer's office has reviewed and recommends approval.

RECOMMENDED MOTION: I/we hereby move to approve the permanent easement from **J-Street Properties, LLC** in association with Improvement District #BN-22-L1 and that the Mayor is instructed to sign the easement document on behalf of the City of Fargo.

Please return the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nathan Boerboom
Jason Leonard
Nancy J. Morris

PERMANENT EASEMENT
(Street and Utility)

KNOW ALL MEN BY THESE PRESENTS that J-STREET PROPERTIES, LLC, a North Dakota limited liability company, hereinafter referred to as "Grantor", 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, 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 laying, constructing, operating, maintaining and repairing a street and all other public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

A tract of land in REEVE'S ADDITION, City of Fargo, Cass County, North Dakota more particularly described as follows:

The westerly 10.00 feet of Lots 22 through 34 inclusive, Block 22 of said REEVE'S ADDITION on file as document A-25A at the Cass County Recorder's Office.

Said tract contains 3,289 square feet more or less.

Said parcel is pictorially represented on an Easement Plat attached hereto and incorporated herein by reference as Exhibit "A".

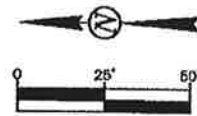
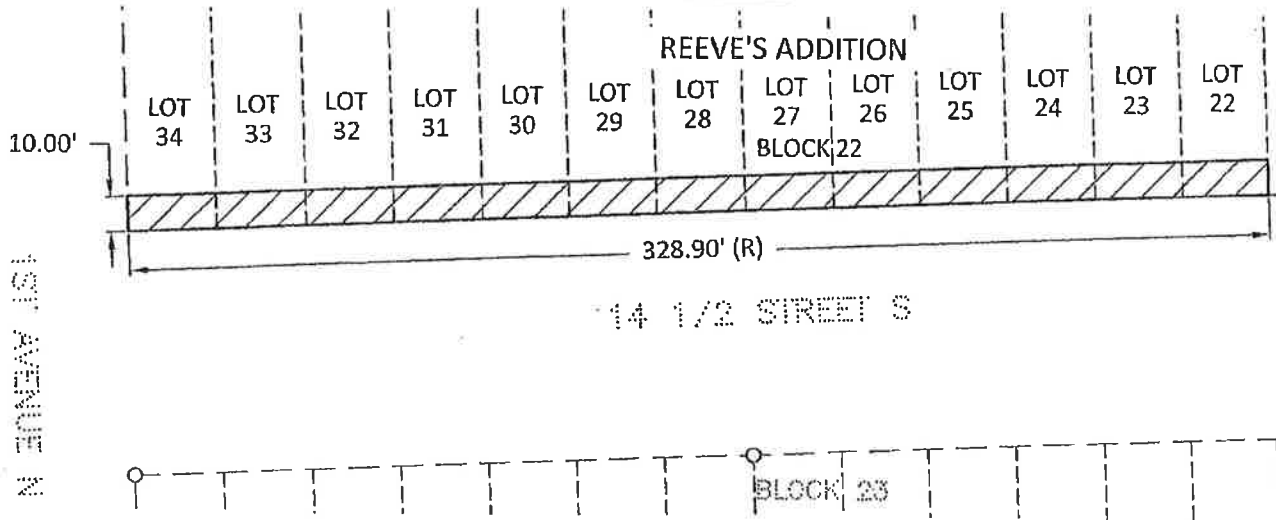
Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient 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 street and customary appurtenances including location of any and all utilities, 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, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the construction, operation, maintenance or repair of said street including location of any and all utilities or 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 street and customary appurtenances was begun.

(Signatures on the following pages)

EXHIBIT A



BEARINGS BASED ON
CITY OF FARGO GROUND CONTROL
SYSTEM, DECEMBER 1992

Description:

A tract of land in REEVE'S ADDITION, City of Fargo, Cass County, North Dakota more particularly described as follows:

The westerly 10.00 feet of Lots 22 through 34 inclusive, Block 22 of said REEVE'S ADDITION on file as document A-25A at the Cass County Recorder's Office.

Said tract contains 3,289 square feet more or less.

LEGEND

- NEW EASEMENT
- EXISTING R/W
- EXISTING LOT LINE
- MONUMENT FOUND
- MONUMENT SET
- (R) RECORD DISTANCE/BEARING
- (M) MEASURED DISTANCE/BEARING



PERMANENT EASEMENT

LOTS 22 THROUGH 34, BLOCK 22, REEVE'S ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

ENGINEERING DEPT.

DRAWN BY: BWW

APPROVED BY: BWW

DATE: 3/29/2022

SHEET 1 OF 1



March 30, 2022

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. PR-22-F1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, March 30, 2022, for Asphalt Mill & Overlay, Improvement District No. PR-22-F1, located Section 1 – Riverwood Addition, Section 2 – north of the Downtown area, Section 3 – 28th St S & 9th Ave S, Section 4 – Lemke Addition, Section 5 – Rose Creek, Section 6 – Greenfield's Addition, Section 7 – River Vili Addition.

The bids were as follows:

Border States Paving, Inc.	\$4,184,885.60
Northern Improvement Company	\$4,489,151.90
Central Specialties Incorporated	\$4,544,826.27
Engineer's Estimate	\$3,440,312.95

The special assessment escrow is not required.

This office recommends award of the contract to Border States Paving, Inc. in the amount of \$4,184,885.60 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs
Assistant City Engineer

TAK/jmg



ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # PR-22-F1

Asphalt Mill & Overlay

Various Locations

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

NOW THEREFORE 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:

Asphalt Mill & Overlay Improvement District # PR-22-F1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Section 1					
1	Repair Inlet	EA	5.00	\$ 809.00	\$ 4,045.00
2	F&I Repair Band 4" thru 12" Dia	EA	5.00	\$ 1,160.00	\$ 5,800.00
3	Adjust Curb & Gutter - Mud/Sand Jack	LF	2,000.00	\$ 15.80	\$ 31,600.00
4	Rem & Repl Curb & Gutter	LF	1,500.00	\$ 57.80	\$ 86,700.00
5	F&I Sidewalk 4" Thick Reinf Conc	SY	30.00	\$ 105.00	\$ 3,150.00
6	F&I Sidewalk 6" Thick Reinf Conc	SY	130.00	\$ 94.60	\$ 12,298.00
7	Remove Sidewalk All Thicknesses All Types	SY	160.00	\$ 15.80	\$ 2,528.00
8	Adjust Driveway - Mud/Sand Jack	SF	2,000.00	\$ 4.20	\$ 8,400.00
9	Rem & Repl Driveway 6" Thick Reinf Conc	SY	100.00	\$ 110.00	\$ 11,000.00
10	F&I Det Warn Panels Cast Iron	SF	268.00	\$ 57.80	\$ 15,490.40
11	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2,350.00	\$ 75.00	\$ 176,250.00
12	Rem & Repl Casting - Inlet	EA	2.00	\$ 1,600.00	\$ 3,200.00
13	Rem & Repl Casting - Self Leveling	EA	5.00	\$ 2,500.00	\$ 12,500.00
14	Casting to Grade - no Conc	EA	8.00	\$ 500.00	\$ 4,000.00
15	GV Box to Grade - no Conc	EA	6.00	\$ 100.00	\$ 600.00
16	Rem & Repl Pavement 7" Thick Asph	SY	100.00	\$ 55.00	\$ 5,500.00
17	Mill / Grind Asphalt Pvmt Along Curb	LF	9,014.00	\$ 3.00	\$ 27,042.00
18	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	2,868.00	\$ 5.00	\$ 14,340.00
19	Sodding	SY	500.00	\$ 49.40	\$ 24,700.00
20	Traffic Control - Type 1	LS	1.00	\$ 8,000.00	\$ 8,000.00
Section 1 Total					\$ 457,143.40
Section 2					
21	Repair Inlet	EA	6.00	\$ 809.00	\$ 4,854.00
22	F&I Repair Band 4" thru 12" Dia	EA	6.00	\$ 1,160.00	\$ 6,960.00
23	Adjust Curb & Gutter - Mud/Sand Jack	LF	5,000.00	\$ 15.80	\$ 79,000.00
24	Rem & Repl Curb & Gutter	LF	2,000.00	\$ 57.80	\$ 115,600.00
25	F&I Sidewalk 4" Thick Reinf Conc	SY	140.00	\$ 89.30	\$ 12,502.00
26	F&I Sidewalk 6" Thick Reinf Conc	SY	382.00	\$ 99.90	\$ 38,161.80
27	Remove Sidewalk All Thicknesses All Types	SY	522.00	\$ 15.80	\$ 8,247.60
28	Adjust Driveway - Mud/Sand Jack	SF	3,000.00	\$ 4.20	\$ 12,600.00
29	Rem & Repl Driveway 6" Thick Reinf Conc	SY	100.00	\$ 110.00	\$ 11,000.00
30	F&I Det Warn Panels Cast Iron	SF	832.00	\$ 57.80	\$ 48,089.60
31	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	6,500.00	\$ 80.00	\$ 520,000.00
32	Rem & Repl Casting - Inlet	EA	5.00	\$ 1,600.00	\$ 8,000.00
33	Rem & Repl Casting - Self Leveling	EA	58.00	\$ 2,500.00	\$ 145,000.00

34	Casting to Grade - no Conc	EA	17.00	\$ 400.00	\$ 6,800.00
35	GV Box to Grade - no Conc	EA	37.00	\$ 100.00	\$ 3,700.00
36	Rem & Repl Pavement 8" Thick Asph	SY	400.00	\$ 70.00	\$ 28,000.00
37	Mill / Grind Asphalt Pvmnt Along Curb	LF	30,744.00	\$ 3.50	\$ 107,604.00
38	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	3,000.00	\$ 5.00	\$ 15,000.00
39	Sodding	SY	700.00	\$ 49.40	\$ 34,580.00
40	Paint Epoxy Line 4" Wide	LF	2,390.00	\$ 3.70	\$ 8,843.00
41	Paint Epoxy Line 8" Wide	LF	337.00	\$ 7.35	\$ 2,476.95
42	Paint Epoxy Line 16" Wide	LF	92.00	\$ 24.20	\$ 2,226.40
43	Paint Epoxy Line 24" Wide	LF	248.00	\$ 28.90	\$ 7,167.20
44	Paint Epoxy Message	SF	1,816.00	\$ 18.90	\$ 34,322.40
45	Traffic Control - Type 1	LS	1.00	\$ 25,000.00	\$ 25,000.00
Section 2 Total					\$ 1,285,734.95

Section 3					
46	Repair Inlet	EA	3.00	\$ 809.00	\$ 2,427.00
47	F&I Repair Band 4" thru 12" Dia	EA	2.00	\$ 1,160.00	\$ 2,320.00
48	Adjust Curb & Gutter - Mud/Sand Jack	LF	1,000.00	\$ 15.80	\$ 15,800.00
49	Rem & Repl Curb & Gutter	LF	1,000.00	\$ 57.80	\$ 57,800.00
50	F&I Sidewalk 6" Thick Reinf Conc	SY	70.00	\$ 94.60	\$ 6,622.00
51	Remove Sidewalk All Thicknesses All Types	SY	70.00	\$ 15.80	\$ 1,106.00
52	Adjust Driveway - Mud/Sand Jack	SF	1,000.00	\$ 4.20	\$ 4,200.00
53	Rem & Repl Driveway 7" Thick Reinf Conc	SY	100.00	\$ 121.00	\$ 12,100.00
54	F&I Det Warn Panels Cast Iron	SF	72.00	\$ 57.80	\$ 4,161.60
55	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2,300.00	\$ 80.00	\$ 184,000.00
56	Rem & Repl Casting - Inlet	EA	1.00	\$ 1,600.00	\$ 1,600.00
57	Rem & Repl Casting - Self Leveling	EA	1.00	\$ 2,500.00	\$ 2,500.00
58	Casting to Grade - no Conc	EA	22.00	\$ 500.00	\$ 11,000.00
59	GV Box to Grade - no Conc	EA	2.00	\$ 100.00	\$ 200.00
60	Rem & Repl Pavement 9" Thick Asph	SY	500.00	\$ 75.00	\$ 37,500.00
61	Mill / Grind Asphalt Pvmnt Along Curb	LF	8,961.00	\$ 3.50	\$ 31,363.50
62	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	400.00	\$ 5.00	\$ 2,000.00
63	Sodding	SY	300.00	\$ 49.40	\$ 14,820.00
64	Paint Epoxy Line 4" Wide	LF	1,190.00	\$ 3.70	\$ 4,403.00
65	Paint Epoxy Line 8" Wide	LF	152.00	\$ 6.30	\$ 957.60
66	Paint Epoxy Message	SF	48.00	\$ 25.20	\$ 1,209.60
67	Traffic Control - Type 1	LS	1.00	\$ 8,000.00	\$ 8,000.00
68	F&I Detection Preformed Loop	EA	3.00	\$ 2,890.00	\$ 8,670.00
Section 3 Total					\$ 414,760.30

Section 4					
69	Adjust Curb & Gutter - Mud/Sand Jack	LF	1,000.00	\$ 15.80	\$ 15,800.00
70	Rem & Repl Curb & Gutter	LF	300.00	\$ 57.80	\$ 17,340.00
71	F&I Sidewalk 6" Thick Reinf Conc	SY	54.00	\$ 94.60	\$ 5,108.40
72	Remove Sidewalk All Thicknesses All Types	SY	54.00	\$ 15.80	\$ 853.20
73	Adjust Driveway - Mud/Sand Jack	SF	4,000.00	\$ 4.20	\$ 16,800.00
74	F&I Det Warn Panels Cast Iron	SF	128.00	\$ 57.80	\$ 7,398.40
75	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2,400.00	\$ 90.00	\$ 216,000.00
76	Casting to Grade - no Conc	EA	14.00	\$ 500.00	\$ 7,000.00
77	GV Box to Grade - no Conc	EA	7.00	\$ 100.00	\$ 700.00

78	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	200.00	\$	20.00	\$	4,000.00
79	Weed Control Type A	SY	13,803.00	\$	0.25	\$	3,450.75
80	Sodding	SY	200.00	\$	49.40	\$	9,880.00
81	Traffic Control - Type 1	LS	1.00	\$	8,000.00	\$	8,000.00
						Section 4 Total	\$ 312,330.75
Section 5							
82	Repair Inlet	EA	16.00	\$	809.00	\$	12,944.00
83	F&I Repair Band 4" thru 12" Dia	EA	16.00	\$	1,160.00	\$	18,560.00
84	Adjust Curb & Gutter - Mud/Sand Jack	LF	3,000.00	\$	15.80	\$	47,400.00
85	Rem & Repl Curb & Gutter	LF	3,000.00	\$	57.80	\$	173,400.00
86	F&I Sidewalk 4" Thick Reinf Conc	SY	16.00	\$	105.00	\$	1,680.00
87	F&I Sidewalk 6" Thick Reinf Conc	SY	149.00	\$	110.00	\$	16,390.00
88	Remove Sidewalk All Thicknesses All Types	SY	135.00	\$	15.80	\$	2,133.00
89	Adjust Driveway - Mud/Sand Jack	SF	2,000.00	\$	4.20	\$	8,400.00
90	Rem & Repl Driveway 6" Thick Reinf Conc	SY	100.00	\$	110.00	\$	11,000.00
91	F&I Det Warn Panels Cast Iron	SF	320.00	\$	57.80	\$	18,496.00
92	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	5,200.00	\$	80.00	\$	416,000.00
93	Rem & Repl Casting - Inlet	EA	2.00	\$	1,600.00	\$	3,200.00
94	Casting to Grade - no Conc	EA	9.00	\$	500.00	\$	4,500.00
95	GV Box to Grade - no Conc	EA	3.00	\$	100.00	\$	300.00
96	Rem & Repl Pavement 8" Thick Asph	SY	100.00	\$	70.00	\$	7,000.00
97	Mill / Grind Asphalt Pvmnt Along Curb	LF	4,977.00	\$	3.25	\$	16,175.25
98	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	31,600.00	\$	2.50	\$	79,000.00
99	Sodding	SY	600.00	\$	49.40	\$	29,640.00
100	Paint Epoxy Line 4" Wide	LF	200.00	\$	3.70	\$	740.00
101	Paint Epoxy Line 8" Wide	LF	100.00	\$	6.30	\$	630.00
102	Paint Epoxy Line 16" Wide	LF	23.00	\$	24.20	\$	556.60
103	Paint Epoxy Message	SF	32.00	\$	28.90	\$	924.80
104	Traffic Control - Type 1	LS	1.00	\$	1,060.00	\$	1,060.00
						Section 5 Total	\$ 870,129.65
Section 6							
105	Repair Inlet	EA	14.00	\$	809.00	\$	11,326.00
106	F&I Repair Band 4" thru 12" Dia	EA	7.00	\$	1,160.00	\$	8,120.00
107	Adjust Curb & Gutter - Mud/Sand Jack	LF	2,000.00	\$	15.80	\$	31,600.00
108	Rem & Repl Curb & Gutter	LF	2,000.00	\$	57.80	\$	115,600.00
109	F&I Valley Gutter Reinf Conc	SY	50.00	\$	105.00	\$	5,250.00
110	Remove Valley Gutter Reinf Conc	SY	50.00	\$	15.80	\$	790.00
111	F&I Sidewalk 6" Thick Reinf Conc	SY	78.00	\$	94.60	\$	7,378.80
112	Remove Sidewalk All Thicknesses All Types	SY	78.00	\$	15.80	\$	1,232.40
113	Adjust Driveway - Mud/Sand Jack	SF	4,000.00	\$	4.20	\$	16,800.00
114	Rem & Repl Driveway 6" Thick Reinf Conc	SY	100.00	\$	110.00	\$	11,000.00
115	F&I Det Warn Panels Cast Iron	SF	168.00	\$	57.80	\$	9,710.40
116	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2,200.00	\$	80.00	\$	176,000.00
117	Rem & Repl Casting - Inlet	EA	2.00	\$	1,600.00	\$	3,200.00
118	Casting to Grade - no Conc	EA	2.00	\$	500.00	\$	1,000.00
119	GV Box to Grade - no Conc	EA	2.00	\$	100.00	\$	200.00
120	Rem & Repl Pavement 8" Thick Asph	SY	1,000.00	\$	75.00	\$	75,000.00
121	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	17,523.00	\$	3.25	\$	56,949.75

122	Sodding	SY	400.00	\$ 49.40	\$ 19,760.00
123	Paint Epoxy Line 4" Wide	LF	100.00	\$ 3.70	\$ 370.00
124	Paint Epoxy Line 8" Wide	LF	50.00	\$ 6.30	\$ 315.00
125	Paint Epoxy Line 16" Wide	LF	23.00	\$ 24.20	\$ 556.60
126	Paint Epoxy Message	SF	16.00	\$ 25.20	\$ 403.20
127	Traffic Control - Type 1	LS	1.00	\$ 1,060.00	\$ 1,060.00
Section 6 Total					\$ 553,622.15
Section 7					
128	Repair Inlet	EA	4.00	\$ 809.00	\$ 3,236.00
129	F&I Repair Band 4" thru 12" Dia	EA	4.00	\$ 1,160.00	\$ 4,640.00
130	Adjust Curb & Gutter - Mud/Sand Jack	LF	1,000.00	\$ 15.80	\$ 15,800.00
131	Rem & Repl Curb & Gutter	LF	1,000.00	\$ 57.80	\$ 57,800.00
132	F&I Valley Gutter Reinf Conc	SY	50.00	\$ 105.00	\$ 5,250.00
133	Remove Valley Gutter Reinf Conc	SY	50.00	\$ 15.80	\$ 790.00
134	F&I Sidewalk 6" Thick Reinf Conc	SY	30.00	\$ 105.00	\$ 3,150.00
135	Remove Sidewalk All Thicknesses All Types	SY	30.00	\$ 15.80	\$ 474.00
136	Adjust Driveway - Mud/Sand Jack	SF	1,000.00	\$ 4.20	\$ 4,200.00
137	Rem & Repl Driveway 6" Thick Reinf Conc	SY	100.00	\$ 121.00	\$ 12,100.00
138	F&I Det Warn Panels Cast Iron	SF	48.00	\$ 57.80	\$ 2,774.40
139	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1,200.00	\$ 82.00	\$ 98,400.00
140	Rem & Repl Casting - Inlet	EA	2.00	\$ 1,600.00	\$ 3,200.00
141	Rem & Repl Casting - Self Leveling	EA	10.00	\$ 2,500.00	\$ 25,000.00
142	Casting to Grade - no Conc	EA	3.00	\$ 500.00	\$ 1,500.00
143	GV Box to Grade - no Conc	EA	2.00	\$ 100.00	\$ 200.00
144	Rem & Repl Pavement 8" Thick Asph	SY	100.00	\$ 68.00	\$ 6,800.00
145	Mill / Grind Asphalt Pvmt Along Curb	LF	5,000.00	\$ 3.50	\$ 17,500.00
146	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	1,106.00	\$ 5.00	\$ 5,530.00
147	Sodding	SY	300.00	\$ 49.40	\$ 14,820.00
148	Traffic Control - Type 1	LS	1.00	\$ 8,000.00	\$ 8,000.00
Section 7 Total					\$ 291,164.40
Total Construction in \$					\$ 4,184,885.60

Engineering	10.00%	\$ 418,488.56
Legal & Misc	3.00%	\$ 125,546.57
Contingency	5.00%	\$ 209,244.28
Administration	4.00%	\$ 167,395.42
Interest	4.00%	\$ 167,395.42
Total Estimated Costs		\$ 5,272,955.86
Sales Tax Funds - Infrastructure - 420		\$ 2,636,477.93
Special Assessments		\$ 2,582,781.77
Utility Funds - Stormwater - 524		\$ 53,696.16
Unfunded Costs		\$ -

IN WITNESS THEREOF, I have hereunto set my hand and seal
Date: 3/30/2022


Tom Knakmuhs, PE
Assistant City Engineer



286

March 30, 2022

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. TN-22-A1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, March 30, 2022, for Traffic Signal Improvements, Improvement District No. TN-22-A1, located at 32nd Street/33rd Avenue South at Essentia and 18th Avenue South at Sanford.

The bids were as follows:

Strata Corporation	\$278,818.75
Fargo Electric Construction	\$279,019.00
Parsons Electric	\$307,396.65
Engineer's Estimate	\$238,113.00

The special assessment escrow is not required.

This office recommends award of the contract to Strata Corporation in the amount of \$278,818.75 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs
Assistant City Engineer

TAK/jmg

ENGINEER'S STATEMENT OF ESTIMATED COST
IMPROVEMENT DISTRICT # TN-22-A1
Traffic Signal Improvements

32 St / 33 Ave S at Essentia and 18 Ave S at Sanford

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:

Traffic Signal Improvements Improvement District # TN-22-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Paving					
1	Remove Pavement All Thicknesses All Types	SY	63.00	\$ 33.00	\$ 2,079.00
2	F&I Curb & Gutter Standard (Type II)	LF	65.00	\$ 105.00	\$ 6,825.00
3	Remove Curb & Gutter	LF	32.00	\$ 30.00	\$ 960.00
4	F&I Median Nose Conc	SY	15.00	\$ 170.00	\$ 2,550.00
5	F&I Sidewalk 4" Thick Reinf Conc	SY	25.00	\$ 154.00	\$ 3,850.00
6	F&I Sidewalk 6" Thick Reinf Conc	SY	15.00	\$ 175.00	\$ 2,625.00
7	Remove Sidewalk 4" Thick Conc	SY	7.00	\$ 95.00	\$ 665.00
8	Remove Sidewalk 6" Thick Conc	SY	6.00	\$ 132.00	\$ 792.00
9	F&I Impressioned 4" Thick Reinf Conc	SY	20.00	\$ 285.00	\$ 5,700.00
10	F&I Det Warn Panels Cast Iron	SF	92.00	\$ 57.00	\$ 5,244.00
11	Traffic Control - Type 1	LS	1.00	\$ 2,350.00	\$ 2,350.00
Paving Total					\$ 33,640.00
Signing					
12	F&I Sign Assembly & Anchor	EA	4.00	\$ 140.00	\$ 560.00
13	F&I High Intensity Prismatic	SF	24.00	\$ 19.00	\$ 456.00
14	F&I Flexible Delineator	EA	2.00	\$ 110.00	\$ 220.00
Signing Total					\$ 1,236.00
Pavement Marking					
15	Obliterate Pavement Markings	SF	300.00	\$ 5.05	\$ 1,515.00
16	F&I Contrast Tape Messages	SF	64.00	\$ 43.00	\$ 2,752.00
17	F&I Grooved Plastic Film 16" Wide	LF	56.00	\$ 30.00	\$ 1,680.00
18	F&I Grooved Plastic Film 24" Wide	LF	140.00	\$ 40.00	\$ 5,600.00
19	F&I Grooved Contrast Film 7" Wide	LF	450.00	\$ 16.00	\$ 7,200.00
20	F&I Grooved Contrast Film 11" Wide	LF	250.00	\$ 24.00	\$ 6,000.00
21	Paint Epoxy Line 16" Wide	LF	20.00	\$ 18.00	\$ 360.00
22	Paint Epoxy Line 24" Wide	LF	54.00	\$ 26.00	\$ 1,404.00
23	Paint Epoxy Message	SF	110.00	\$ 26.00	\$ 2,860.00
Pavement Marking Total					\$ 29,371.00
Street Lights					
24	Remove Street Light	EA	1.00	\$ 1,000.00	\$ 1,000.00
25	Directional Boring	LF	50.00	\$ 25.00	\$ 1,250.00
26	Remove Feed Point	EA	2.00	\$ 350.00	\$ 700.00
27	Remove Base	EA	1.00	\$ 500.00	\$ 500.00
28	F&I Conductor #6 USE Cu	LF	2,400.00	\$ 2.50	\$ 6,000.00

29	F&I Innerduct 1.5" Dia	LF	600.00	\$ 5.00	\$ 3,000.00
30	F&I Pull Box	EA	1.00	\$ 1,000.00	\$ 1,000.00
Street Lights Total					\$ 13,450.00
Traffic Signals					
31	F&I Signal Standard Type V 15' High	EA	2.00	\$ 3,000.00	\$ 6,000.00
32	Install Signal Standard Combo - 32' MA	EA	1.00	\$ 26,000.00	\$ 26,000.00
33	Remove Signal Standard Type V	EA	2.00	\$ 300.00	\$ 600.00
34	F&I Equipment Fargo Type B Cabinet	EA	2.00	\$ 27,500.00	\$ 55,000.00
35	F&I Foundation Type V	EA	2.00	\$ 1,000.00	\$ 2,000.00
36	F&I Foundation Type IV/Combo	EA	2.00	\$ 5,000.00	\$ 10,000.00
37	Remove Foundation Type V	EA	2.00	\$ 450.00	\$ 900.00
38	F&I Ped Head 1 Sect Countdown w/LED Mtd	EA	4.00	\$ 750.00	\$ 3,000.00
39	F&I Head 3 Sect w/12" LED MA Mtd	EA	4.00	\$ 1,200.00	\$ 4,800.00
40	F&I Head 3 Sect w/12" LED Post Mtd	EA	4.00	\$ 1,200.00	\$ 4,800.00
41	F&I Signal Cable AWG 14/2	LF	275.00	\$ 0.75	\$ 206.25
42	F&I Signal Cable AWG 14/3	LF	60.00	\$ 1.00	\$ 60.00
43	F&I Signal Cable AWG 14/5	LF	238.00	\$ 1.25	\$ 297.50
44	F&I Signal Cable AWG 14/7	LF	275.00	\$ 2.00	\$ 550.00
45	F&I Signal Cable #6 RHW	LF	1,840.00	\$ 2.50	\$ 4,600.00
46	F&I Signal Cable #6 THW	LF	920.00	\$ 2.40	\$ 2,208.00
47	F&I Fiber Optic Terminations & Equip	LS	1.00	\$ 3,500.00	\$ 3,500.00
48	F&I Conduit 2" Dia	LF	800.00	\$ 12.00	\$ 9,600.00
49	F&I Ped Push Button & Sign	EA	4.00	\$ 2,000.00	\$ 8,000.00
50	F&I Pull Box PVC	EA	2.00	\$ 1,000.00	\$ 2,000.00
51	F&I Traffic Signal - Street Light Combo Feed Point	EA	1.00	\$ 12,650.00	\$ 12,650.00
52	Salvage Traffic Signal Equipment	LS	1.00	\$ 2,000.00	\$ 2,000.00
53	Install Signal Standard Combo - 42' MA	EA	1.00	\$ 40,350.00	\$ 40,350.00
54	Modify Traffic Signal System	LS	1.00	\$ 2,000.00	\$ 2,000.00
Traffic Signals Total					\$ 201,121.75
Total Construction in \$					\$ 278,818.75

Engineering	10.00%	\$ 27,881.88
Legal & Misc	3.00%	\$ 8,364.56
Contingency	5.00%	\$ 13,940.94
Administration	4.00%	\$ 11,152.75
Interest	4.00%	\$ 11,152.75
Total Estimated Costs		\$ 351,311.63
Special Assessments		\$ 351,311.63
Unfunded Costs		\$ -

IN WITNESS THEREOF, I have hereunto set my hand and seal
 Date: 3/30/2022


 Tom Knakmuhs, PE
 Assistant City Engineer



COVER SHEET
CITY OF FARGO PROJECTS

2022

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

Exact, full name of improvement district as it will appear in the contract:

New Paving and Utility Construction

Improvement District No. BN-22-L

Call For Bids	<u>April 4</u>	, <u>2022</u>
Advertise Dates	<u>April 13 & 20</u>	, <u>2022</u>
Bid Opening Date	<u>May 11</u>	, <u>2022</u>
Substantial Completion Date	<u>October 15</u>	, <u>2022</u>
Final Completion Date	<u>November 15</u>	, <u>2022</u>

- 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)
- X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jason Leonard

Phone No. (701) 241-1545

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

- X Create District (Attach Copy of Legal Description)
- X Order Plans & Specifications
- X Approve Plans & Specifications
- X Adopt Resolution of Necessity
- N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)
- X Assessment Map (Attach Copy for Auditor's Office Only)



**ENGINEER'S REPORT
 NEW PAVING AND UTILITY CONSTRUCTION
 IMPROVEMENT DISTRICT NO. BN-22-L
 14 1/2 ST N (NP AVE TO 1ST AVE N)
 NORTHERN PACIFIC AVE N (14 ST N TO 14 1/2 ST N)**

Nature & Scope

This project is for new construction of underground utilities, concrete pavement, asphalt pavement and incidentals on 14 1/2 Street North and Northern Pacific Avenue North.

Purpose

This project is to provide infrastructure for new development along 14 1/2 Street North as requested by the Developer.

Feasibility

The estimated cost of construction is \$1,000,787.75. The cost breakdown is as follows:

14 1/2 St Paving		
Construction Cost		\$465,249.25
Fees		
Engineering	10%	\$46,524.93
Admin	4%	\$18,609.97
Legal	3%	\$13,957.48
Interest	4%	\$18,609.97
Contingency	5%	\$23,262.46
Total Estimated Cost		\$586,214.06
Funding		
Special Assessments	100.00%	\$586,214.06

NP Ave Paving and Water Main - TIF Funded

Construction Cost		\$221,100.00
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Fees

Engineering	10%	\$22,110.00
Admin	4%	\$8,844.00
Legal	3%	\$6,633.00
Interest	4%	\$8,844.00
Contingency	5%	\$11,055.00

Total Estimated Cost		\$278,586.00
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Funding

Other Source	98.71%	\$275,000.00
Utility Funds - Water - 501	1.29%	\$3,586.00

Water Main

Construction Cost		\$103,470.00
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Fees

Engineering	10%	\$10,347.00
Admin	4%	\$4,138.80
Legal	3%	\$3,104.10
Interest	4%	\$4,138.80
Contingency	5%	\$5,173.50

Total Estimated Cost		\$130,372.20
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Funding

Utility Funds - Water - 501	100.00%	\$130,372.20
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Sanitary Sewer

Construction Cost		\$110,158.50
Fees		

Engineering	10%	\$11,015.85
Admin	4%	\$4,406.34
Legal	3%	\$3,304.76
Interest	4%	\$4,406.34
Contingency	5%	\$5,507.93

Total Estimated Cost		\$138,799.72
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Funding

Special Assessments	31.01%	\$43,043.75
Utility Funds - Wastewater - 521	68.99%	\$95,755.97

Storm Sewer

Construction Cost		\$100,810.00
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Fees

Engineering	10%	\$10,081.00
Admin	4%	\$4,032.40
Legal	3%	\$3,024.30
Interest	4%	\$4,032.40
Contingency	5%	\$5,040.50

Total Estimated Cost		\$127,020.60
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Funding

Special Assessments	50.00%	\$63,510.30
Utility Funds - Stormwater - 524	50.00%	\$63,510.30

Project Funding Summary


Special Assessments	54.94%	\$692,768.11
Other Source	21.81%	\$275,000.00
Utility Funds - Water - 501	10.62%	\$133,958.20
Utility Funds - Stormwater - 524	5.04%	\$63,510.30
Utility Funds - Wastewater - 521	7.59%	\$95,755.97

Total Estimated Project Cost		\$1,260,992.58
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This project does not have any alternate or optional containers.

We believe this project to be cost effective.




Thomas Knakmuhs, PE
Assistant City Engineer

**LOCATION AND COMPRISING
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-22-L
14 1/2 ST N (NP AVE TO 1 AVE N)
NORTHERN PACIFIC AVE N (14 ST N TO 14 1/2 ST N)**

LOCATION:

On 14 1/2 Street North Between 1st Avenue North and Northern Pacific Avenue North.
On Northern Pacific Avenue North Between 14th Street North and 14 1/2 Street North.

COMPRISING:

Lots 1 through 34, Inclusive, Block 22.

Lots 1 through 17, Inclusive, Block 23.

All platted within Reeves Addition.

All the foregoing located in City of Fargo, Cass County North Dakota.

COVER SHEET
CITY OF FARGO PROJECTS

2916

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

Exact, full name of improvement district as it will appear in the contract:

Asphalt Wear Course

Improvement District No. PN-22-A

Call For Bids	<u>April 4</u>	, <u>2022</u>
Advertise Dates	<u>April 13 & 20</u>	, <u>2022</u>
Bid Opening Date	<u>May 11</u>	, <u>2022</u>
Substantial Completion Date	<u>September 30</u>	, <u>2022</u>
Final Completion Date	<u>October 30</u>	, <u>2022</u>

- 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)
- X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jason Hoogland

Phone No. (701) 241-1545

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

- X Create District (Attach Copy of Legal Description)
- X Order Plans & Specifications
- X Approve Plans & Specifications
- X Adopt Resolution of Necessity
- N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)
- X Assessment Map (Attach Copy for Auditor's Office Only)



**ENGINEER'S REPORT
ASPHALT WEAR COURSE**

IMPROVEMENT DISTRICT NO. PN-22-A

**SECTION 1 - WEST SIDE OF DEER CREEK, SECTION 2 -
MAPLE VALLEY, SECTION 3 - 50TH AVE S & 51ST AVE S,
SECTION 4 - 46TH ST S & 49TH AVE S, SECTION 5 - 34TH
AVE S, 36TH AVE S & 39TH ST S, SECTION 6 - 25TH ST S
FROM 32ND AVE S TO ROSE COULEE BRIDGE**

Nature & Scope

Under this project, the City will be installing asphalt wear course on the streets and avenues in 5 different areas of the City. The City will also be doing an asphalt mill & overlay on 25th Street South on this project.

Purpose

Consistent with our standard practice, the asphalt wear course was not installed on these streets under the original paving contract. This allows for a wear course to be installed upon the completion of most of the housing construction in the area. By installing the wear course at this time, we are able to correct deficiencies in the street caused by settlement and the activities associated with home construction. The installation of these wearing courses, at this time, will improve the drainage and ride quality, along with extending the life of these streets.

Feasibility

The estimated cost of construction is \$2,077,475.40. The cost breakdown is as follows:

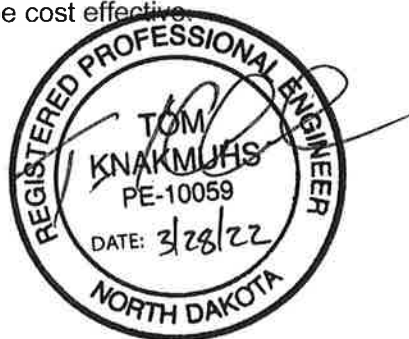
100% Assessed			
Construction Cost			\$1,419,477.00
Fees			
Engineering	10%		\$141,947.70
Admin	4%		\$56,779.08
Legal	3%		\$42,584.31
Interest	4%		\$56,779.08
Contingency	5%		\$70,973.85
Total Estimated Cost			\$1,788,541.02
Funding			
Special Assessments	100.00%		\$1,788,541.02

50/50		
Construction Cost		\$657,998.40
Fees		
Engineering	10%	\$65,799.84
Admin	4%	\$26,319.94
Legal	3%	\$19,739.95
Interest	4%	\$26,319.94
Contingency	5%	\$32,899.92
Total Estimated Cost		\$829,077.99
Funding		
Sales Tax Funds - Infrastructure - 420	50.00%	\$414,538.99
Special Assessments	50.00%	\$414,539.00

Project Funding Summary		
Sales Tax Funds - Infrastructure - 420	15.84%	\$414,538.99
Special Assessments	84.16%	\$2,203,080.02
Total Estimated Project Cost		\$2,617,619.01

This project does not have any alternate or optional containers.

We believe this project to be cost effective.



Tom Knakmuhs
 Thomas Knakmuhs, PE
 Assistant City Engineer



LOCATION AND COMPRISING

ASPHALT WEAR COURSE

IMPROVEMENT DISTRICT NO. PN-22-A

**SECTION 1 - WEST SIDE OF DEER CREEK, SECTION 2 -
MAPLE VALLEY, SECTION 3 - 50TH AVE S & 51ST AVE S,
SECTION 4 - 46TH ST S & 49TH AVE S, SECTION 5 - 34TH
AVE S, 36TH AVE S & 39TH ST S, SECTION 6 - 25TH ST S
FROM 32ND AVE S TO ROSE COULEE BRIDGE**

LOCATION:

LOCATION (Section 1):

On 57th Avenue South from 66th Street South to 67th Street South.
On 58th Avenue South from 66th Street South to 67th Street South.
On 59th Avenue South from Deer Creek Parkway to 67th Street South.
On Smylie Lane South.
On 60th Avenue South from 66th Street South to 68th Street South.
On Deer Creek Parkway from 350' east of 66th Street South to the City Limits.
On 66th Street South from 56th Avenue South to Deer Creek Parkway.
On 67th Street South from 56th Avenue South to Deer Creek Parkway.
On 68th Street South from 60th Avenue South to Deer Creek Parkway.
On Ashwood Loop South.

LOCATION (Section 2):

On Autumn Drive South from Maple Valley Drive South to Maple Valley Drive South.
On 36th Street South from 250' south of 60th Avenue South to 63rd Avenue South.
On 33rd Street South from 63rd Avenue South to 64th Avenue South.
On Maple Valley Drive South from Maple Leaf Loop to 63rd Avenue South.
On 63rd Avenue South from 33rd Street South to 36th Street South.
On Maple Leaf Loop.

LOCATION (Section 3):

On 50th Avenue South from 38th Street South to 51st Avenue South.
On 51st Avenue South from 38th Street South to 42nd Street South.

LOCATION (Section 4):

On 47th Avenue South from 45th Street South to 46th Street South.
On 49th Avenue South from 45th Street South to 47th Street South.

On 46th Street South from 47th Avenue South to 49th Avenue South.

LOCATION (Section 5):

On 34th Avenue South from 39th Street South to 42nd Street South.

On 36th Avenue South from 39th Street South to 42nd Street South.

On 39th Street South from 34th Avenue South to 300' south.

LOCATION (Section 6):

On 25th Street South from 32nd Avenue South to Rose Coulee.

COMPRISING:

COMPRISING (Section 1):

Lots 1 through 27, Block 1.

Lots 1 through 8, Block 2.

Lot 1, Block 3.

Lots 1 & 2, Block 4.

All in Ashwood 4th Addition.

Lots 1 through 7, Block 1.

Lots 10 through 21, Block 1.

Lots 29 through 38, Block 1.

Lots 1 through 11, Block 2.

Lots 1 through 9, Block 3.

Lots 1 through 31, Block 4.

Lots 1 through 7, Block 5.

Lots 12 through 22, Block 5.

Lots 1 through 13, Block 6.

Lot 1, Block 7.

Lots 7 through 14, Block 7.

Lot 1, Block 10.

Lots 13 through 32, Block 10.

Lots 15 through 33, Block 24.

All in Deer Creek Addition.

Lots 1 & 2, Block 1, Deer Creek 2nd Addition.

COMPRISING (Section 2):

Lot 10, Block 4, Prairie Farms Addition.

Lots 1 through 19, Block 4.

Lot 22, Block 6.
Lots 1 & 3, Block 7.
Lots 32 through 47, Block 8.
All in Maple Valley Addition.

Lots 1 through 18, Block 1.
Lots 32 through 41, Block 1.
Lots 1 through 24, Block 2.
All in Maple Valley 2nd Addition.

Lots 1 through 10, Block 1, Maple Valley Third Addition.

Lots 1 through 3, Block 1, Maple Valley Fourth addition.

Lots 1 & 2, Block 1, Maple Valley 5th Addition.

COMPRISING (Section 3):

Lots 1 through 19, Block 1.
Lots 1 through 20, Block 2.
All in Cottagewood Third Addition.

Lots 1 & 3, Block 1, William Thomas Addition.

COMPRISING (Section 4):

Lots 1 through 4, Block 1, Osgood Townsite 9th Addition.

Lots 1 & 2, Block 1, Osgood Townsite 10th Addition.

Lots 1 through 9, Block 1.
Lots 1 and 5 through 8, Block 2.
All in Osgood Townsite 11th Addition.

Lots 1 & 2, Block 1.
Lots 1 & 2, Block 2.
All in Osgood Townsite 12th Addition.

Lots 2 & 3, Block 1, Osgood Townsite Thirteenth Addition.

Lot 2, Block 1, Osgood Townsite Fourteenth Addition.

Lots 1 through 4, Block 1, Osgood Townsite Fifteenth Addition.

COMPRISING (Section 5):

Lot 1, Block 1, West Wind Addition.

Lots 1 & 2, Block 1, West Wind 2nd Addition.

Lots 1 through 4, Block 1, Asleson Farms 1st Addition.

Lots 1 & 2, Block 1, Asleson Farms 3rd Addition.

Lot 1, Block 1, Asleson Farms Fourth Addition.

Lot 1, Block 1, Asleson Industrial Park 3rd Addition.

Lot 1, Block 1, Asleson Industrial Park 4th Addition.

Lot 1, Block 1, Asleson Industrial Park 5th Addition.

Lot 1, Block 1, Asleson Industrial Park 6th Addition.

Lots 4 through 8, Block 1, DK First Addition.

Lots 3 & 5, Block 1, 42nd Street Addition.

Lot 1, Block 1, 42nd Street 2nd Addition.

Unplatted land in the NE corner of Township 139N, Range 49W, Section 27.

COMPRISING (Section 6):

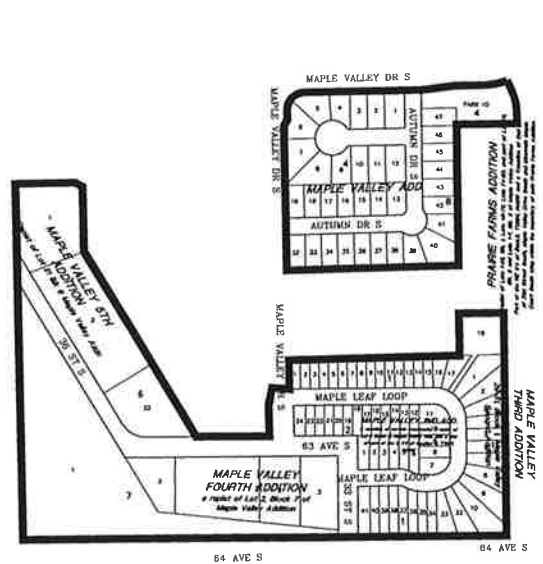
All properties within that part of Township 139 North, Range 49 West, City of Fargo, Cass County, North Dakota, described as follows:

The West half of Section 25, together with the East half of Section 26, together with the NE quarter of Section 35, together with the NW quarter of Section 36, excepting therefrom that part lying West of 32nd Street South, and also excepting therefrom Lots 16, 17 and 18, Block 1, Rose Creek Fourth Addition, and also excepting therefrom Lot 1, Block 1, Chandler First Subdivision, and also excepting therefrom Lot 4, Block 1, Rose Creek Golf Course Annex Addition and also excepting therefrom Lot 21, Block 2, Rosewood Park.

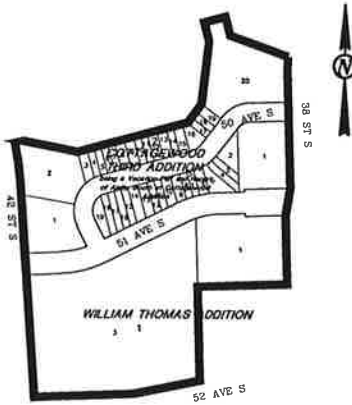
All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



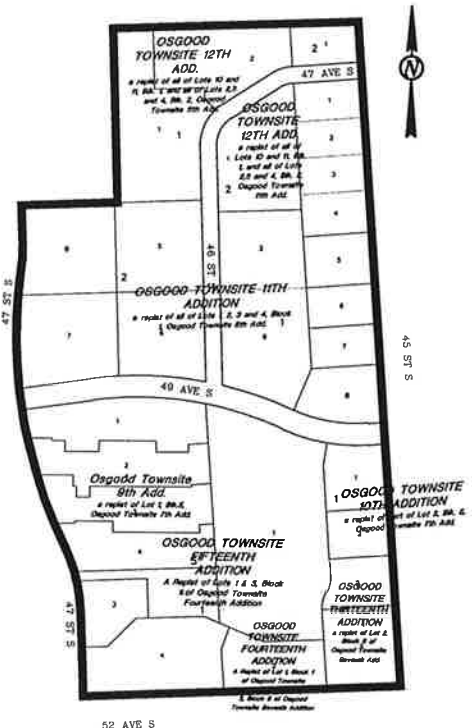
SECTION 1



SECTION 2



SECTION 3



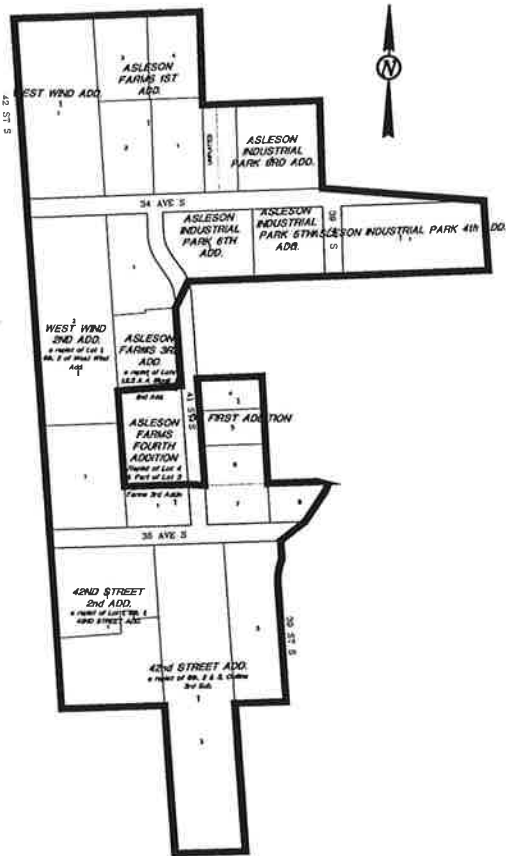
SECTION 4

CITY OF FARGO ENGINEERING DEPARTMENT

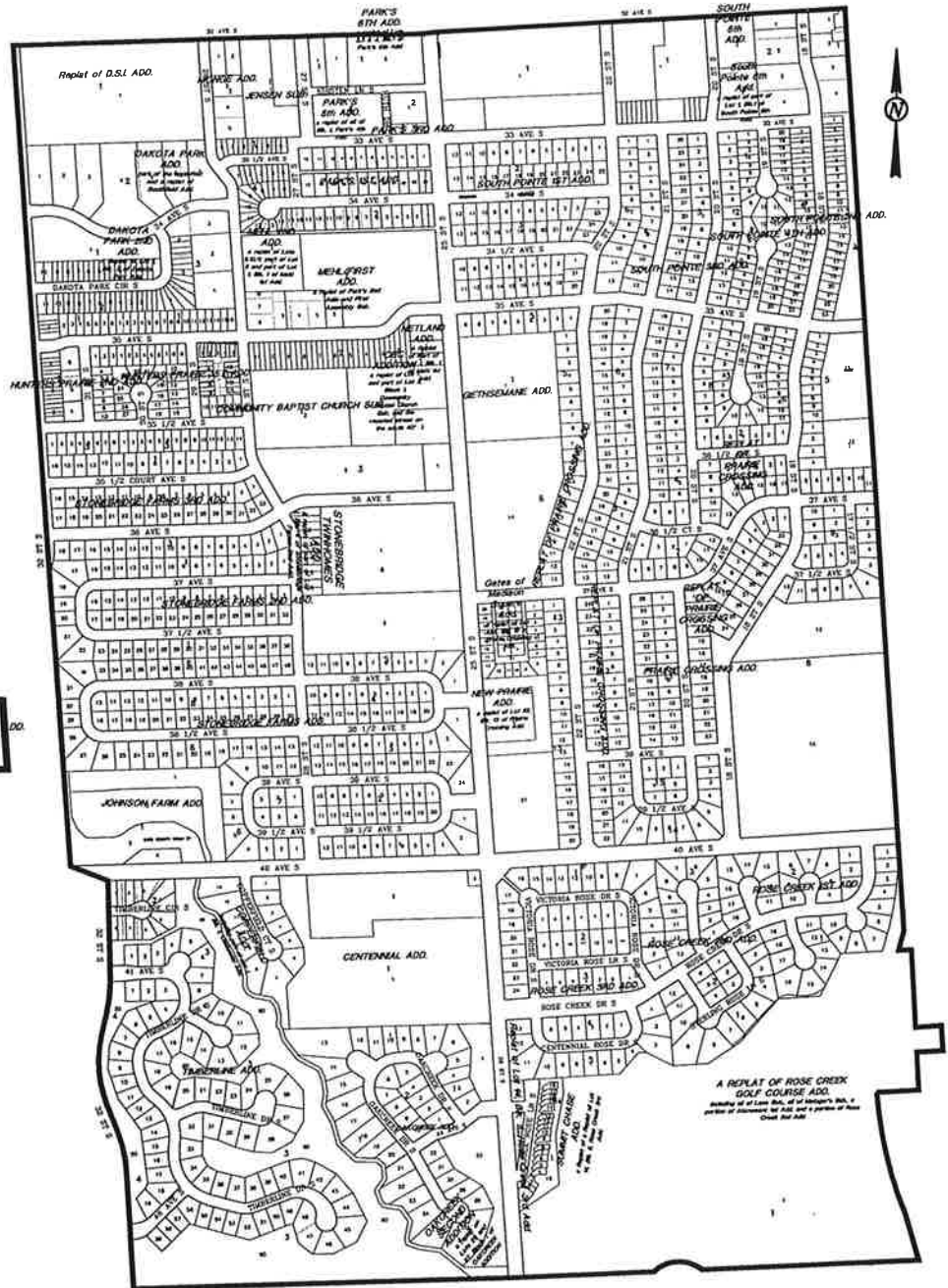
LOCATION & ASSESSMENT AREA

ASPHALT WEAR COURSE

IMPROVEMENT DISTRICT NO. PN-22-A



SECTION 5



SECTION 6

CITY OF FARGO ENGINEERING
 DEPARTMENT

LOCATION & ASSESSMENT AREA

ASPHALT WEAR COURSE

IMPROVEMENT DISTRICT NO. PN-22-A

COVER SHEET
CITY OF FARGO PROJECTS

290

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

Exact, full name of improvement district as it will appear in the contract:

New Utility Construction

Improvement District No. UN-22-M

Call For Bids	<u>April 4</u>	, <u>2022</u>
Advertise Dates	<u>April 13 & 20</u>	, <u>2022</u>
Bid Opening Date	<u>April 27</u>	, <u>2022</u>
Substantial Completion Date	<u>September 30</u>	, <u>2022</u>
Final Completion Date	<u>October 28</u>	, <u>2022</u>

- X PWPEC Report (Attach Copy)
- X Engineer's Report (Attach Copy)
- X Direct City Auditor to Advertise for Bids
- X Bid Quantities (Attach Copy for Auditor's Office Only)
- X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jason Satterlund

Phone No. (701) 241-1545

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- X Create District (Attach Copy of Legal Description)
- X Order Plans & Specifications
- X Approve Plans & Specifications
- X Adopt Resolution of Necessity
- N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)
- X Assessment Map (Attach Copy for Auditor's Office Only)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. UN-22-M1/PN-22-M1 Type: Infrastructure Request

Location: Rocking Horse Farms 6th Addition Date of Hearing: 3/14/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/4/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Satterlund</u>

The Committee reviewed a communication from Project Manager, Jason Satterlund, regarding an Infrastructure Request for Rocking Horse Farms 6th Addition, requested by the Developers, Kenneth Promersberger – Rocking horse Farm, LLC and Janice Promersberger – Jetland Properties, LLC.

Engineering staff has reviewed the requirements for infrastructure requests and the Developer has met five of the seven requirements. The two remaining items are as follows:

- Plat recordation
- Fully executed amenities plan

Staff is recommending approval of the Infrastructure Request contingent upon plat recordation and fully executed amenities plan and direct Engineering to start design.

On a motion by Steve Sprague, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Infrastructure Request contingent upon plat recordation and fully executed amenities plan and direct Engineering to design.

RECOMMENDED MOTION

Approve the Request for Infrastructure contingent upon plat recordation and fully executed amenities plan and direct Engineering to start design.


PROJECT FINANCING INFORMATION:

Recommended source of funding for project: <u>Special Assessments</u>	Yes	No
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

	Present	Yes	No	Unanimous
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input 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"/>	Ryan Erickson
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" 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"/>	Tom Knakmuhs
Kent Costin, Finance Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Tom Knakmuhs, P.E.
 Assistant City Engineer



**ENGINEER'S REPORT
NEW UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. UN-22-M
ROCKING HORSE FARM 6TH ADDITION**

Nature & Scope

Infrastructure request to facilitate construction of underground utilities as requested by the Developer.

Purpose

This project is to provide City infrastructure for the development of a new West Fargo Elementary School and to connect existing utilities.

Feasibility

The estimated cost of construction is \$973,594.00. The cost breakdown is as follows:

Cass Rural Water		
Construction Cost		\$251,185.00
Fees		
Engineering	10%	\$25,118.50
Admin	4%	\$10,047.40
Legal	3%	\$7,535.55
Interest	4%	\$10,047.40
Contingency	5%	\$12,559.25
Total Estimated Cost		\$316,493.10
Funding		
Cass Rural WUD Funds	100.00%	\$316,493.10

Special Assessments			
Construction Cost			\$722,409.00
Fees			
Engineering	10%		\$72,240.90
Admin	4%		\$28,896.36
Legal	3%		\$21,672.27
Interest	4%		\$28,896.36
Contingency	5%		\$36,120.45
Total Estimated Cost			\$910,235.34
Funding			
Special Assessments	100.00%		\$910,235.34

Project Funding Summary			
Special Assessments	74.20%		\$910,235.34
Cass Rural WUD Funds	25.80%		\$316,493.10
Total Estimated Project Cost			\$1,226,728.44

This project does not have any alternate or optional containers.

We believe this project to be cost effective.



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

Thomas Knakmuhs, PE
Assistant City Engineer



**LOCATION AND COMPRISING
NEW UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. UN-22-M
ROCKING HORSE FARM 6TH ADDITION**

LOCATION:

On 51st Avenue South between Rocking Horse Road South and Veteran's Boulevard.

On 59th Street South between 51st Avenue South and 52nd Avenue South.

On Rocking Horse Road South between Rocking Horse Circle and 51st Avenue South.

To be platted in Rocking Horse Farm 6th Addition.

COMPRISING:

All the unplatted land in the southeast quarter of Section 32 T139N R49W of Cass County, a portion of which is to be platted as Rocking Horse Farm 6th Addition.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.

