FARGO CITY COMMISSION AGENDA
Monday, April 19, 2021 – 5:00 P.M.

Executive Session at 4:00 p.m.

Roll Call.

PLEASE NOTE: The City Commission will convene at 4:00 p.m. and retire into Executive Session in the Red River Room to discuss strategy and to provide negotiating instructions to its negotiator, the Mayor, regarding the Airport Authority's proposed amendment to the January 14, 2020 MOU between the City and the Airport Authority, and regarding the recent proposal for transition submitted by the Airport Authority and terms for amendment of the MOU. The City Commission's discussion of such matters, if held in public, would have an adverse fiscal effect on the City's negotiating position with the Airport Authority. This Executive Session is authorized pursuant to N.D.C.C. §44-04-19.1(9). The City Commission will also discuss, in a closed portion of the meeting, the City's public health and security plans, which plans themselves are exempt records (N.D.C.C. §44-04-25) and the portion of the meeting that would disclose such plans is also exempt from meeting requirements as otherwise required by N.D.C.C. §44-04-19 and Article XI, § 5 of the North Dakota Constitution, all as provided in N.D.C.C. §44-04-26.

Regular Meeting at 5:00 P.M.

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

A. Pledge of Allegiance.

B. Roll Call.

C. Approve Order of Agenda.

D. Minutes (Regular Meeting, April 5, 2021).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. 2nd reading and final adoption of an Ordinance Relating to Classification of Ordinance Violations; 1st reading on 4/5/21.

2. Authorize the City Attorney to work with staff and others to draft an Anti-Bias/Hate Crime Ordinance.

3. Mutual Assignment and Termination Agreement with eSmart Systems US, Inc., Innowatts, Inc. and The Alliance Risk Group, LLC, and Master Services Agreement with Innowatts, Inc.

4. Agreement with Walker Consultants to develop a Facility Condition Appraisal and development of a 10-year budget for City parking facilities.

5. Site Authorizations for Games of Chance:
   a. VFW Post 762 at VFW Club.

b. Fraser Ltd. at Golf Addiction.

6. Applications for Games of Chance:
   a. El Zagal Provost Unit for a sports pool from 9/10/21 to 1/3/22.
   b. Wienckowski Wolfpack Fundraiser Benefit for a raffle and raffle board on 5/20/21; Public Spirited Resolution.
   c. Davies Young Guns for a raffle on 5/22/21.
   d. New Life Center for a raffle on 9/28/21.
   e. FM Walleyes Unlimited, Inc. for a raffle on 10/21/21.

7. Memorandum of Offer to Landowners for Permanent and Temporary Easements for the following Projects:
   a. Jason and Onnolee Nordstrom (No. FM-19-E).
   b. Park District of the City of Fargo (Project No. FM-19-F).
   c. Dmitri S. Kilin and Svetlana V. Kilina (No. FM-19-E).
   d. Bryan L. and Janice A. Randerson (Project No. FM-19-A).

8. Permanent Easement (Electric Switch and Associated Equipment) with Xcel Energy.

9. Installation of a 12-inch Xcel Energy gas main.

10. Bid awards for Project Nos. SL-21-A1, TM-21-A1 and TR-21-A1.

11. Request from the FARGODOME to apply for the State Homeland Security Grant Program and the Shuttered Venue Operators Grant.

12. Receive and file General Fund-Budget to Actual through March 2021 (unaudited).

13. Grant Award and Acceptance of the Coronavirus Emergency Supplemental Funding (CESF) Program for $11,761.00 and to designate the YWCA Cass Clay as the pass through grant recipient (CFDA #16.034).

14. Set May 3, 2021 at 5:15 p.m. as the date and time for a hearing on a dangerous building at 1648 8th Avenue South.

15. Change Order No. 1 for an increase of $10,258.00 for the temporary overflow shelter at 1015 30th Avenue South, Moorhead.

16. Lions Club project concept, acceptance and installation of the Spirit of the Sandbagger artwork, subject to the execution of the necessary agreements.

17. Bid award for the 2021 contractor re-mulching of medians and planting beds (RFP21074).

18. Bid award for Professional Auction Services (RFP21049).

19. Wireless Equipment Lease termination with AT&T at Water Tower No. 1 (1102 7th Avenue North).

20. Contracts and bonds for Project Nos. SR-21-A1 and WA1910.

21. Bills.

22. Negative Final Balancing Change Order No. 5 in the amount of -$36,425.93 for Improvement District No. BR-20-C1.

23. Phase 1 Scope and Fee for Engineering Services with Apex Engineering Group for Improvement District No. BN-20-A2.

24. Create Improvement District Nos. AN-20-C and BN-21-J.

25. Bid awards for Improvement District Nos. BN-20-A1 and FM-19-A1.

26. Contracts and bonds for Improvement District Nos. BR-21-E1 and PR-21-C1.

REGULAR AGENDA:

27. a. **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).**

    b. City Commission discussion regarding Resident Comments.

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

    a. Hearing on a dangerous building located at 1343 2nd Avenue South.

    b. Reeves Addition/Milwaukee Addition/Section 1, Township 139 North, Range 49 West (1612, 1620, 1624, 1630, 1632, 1666 and 1702 1st Avenue North); zoning approved by the Planning Commission on 3/3/21:
       1. Zoning Change from LI, Limited Industrial, GC, General Commercial and GC, General Commercial with a C-O, Conditional Overlay to GC, General Commercial with a PUD, Planned Unit Development Overlay and a request to repeal the C-O, Conditional Overlay.
       2. 1st reading of rezoning Ordinance.
       3. Planned Unit Development Master Plan.

    c. CONTINUE to 5/3/21 - Covey Ranch First Addition (6688 45th Street South); approval recommended by the Planning Commission on 1/5/21:
       1. Zoning Change from AG, Agricultural to P/I, Public and Institutional.
       2. 1st reading of rezoning Ordinance.
       3. Plat of Covey Ranch First Addition.

    d. Madelyn's Meadows Fourth Addition (7269 25th Street South); approval recommended by the Planning Commission on 10/6/20:
       1. Zoning Change from AG, Agricultural to SR-4, Single-Dwelling Residential, P/I, Public and Institutional, and MR-1, Multi-Dwelling Residential.
       2. 1st reading of rezoning Ordinance.
       3. Plat of Madelyn's Meadows Fourth Addition.

    e. Asleson Farms Fourth Addition (3523 and 3575 41st Street South); approval recommended by the Planning Commission on 2/2/21:
       1. Zoning Change from MR-2, Multi-Dwelling Residential, to LC, Limited Commercial.
       2. 1st reading of rezoning Ordinance.
       3. Plat of Asleson Farms Fourth Addition.

    f. Renaissance Zone Project for HighRoad Properties LLC for a rehab project at 209 and 211 Northern Pacific Avenue North.

29. COVID-19 Update:
    a. Fargo Cass Public Health Update.
    b. Discussion regarding the Emergency Declaration.
        1. Discussion on the Take-out Moratorium and other Policies that may be effected by the termination of the State of Emergency, i.e. COVID Procurement.

30. Resolution Directing the Issuance of $[PAR] Refunding Improvement Bonds, Series 2021A and Prescribing the Terms and Covenants Therefor.

31. Recommendation for Fiscal Year 2022 Federal Funding Opportunities for City-related projects.

32. Construction Update.

33. Applications for property tax exemptions for improvements made to buildings:
    a. Mark and Nancy Wolfe, 3113 26th Avenue South (3 year).
    b. Debra Emo, 1620 34 1/2 Avenue South (3 year).
    c. Jean Anderson, 420 6th Avenue South, Unit 207 (5 year).
    d. Darin Lang and Katrina Turman, 2543 East Country Club Drive South (5 year).
    e. Tim Flakoll, 1350 2nd Street North (5 year).
    f. Brandyn and Kimberly Sauer, 1313 17th Street South (5 year).
    g. Mark and Kathleen Causapin, 615 10th Avenue South (5 year).
    h. John and Andrea Larson, 614 19th Avenue South (5 year).

34. Commissioner Gehrig would like to remove all permitting laws from the City of Fargo codes regarding public gatherings.

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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

1

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 01-0305, OF ARTICLE 01-03 OF CHAPTER 01 OF THE FARGO MUNICIPAL CODE RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 01-0305 of Article 01-03 of Chapter 01 of the Fargo Municipal Code is hereby amended to read as follows:

* * *

C. Violations of the following ordinances are noncriminal offenses and shall require payment of a fee as follows:

* * *

11. For a violation of 08-0502, a fee established as follows:

SPEED ZONES 55 mph or LESS:	
1—5 miles over limit	10.00

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

6—10 miles over limit	$10.00 plus $2.00/each mph over 5 mph over limit
11—15 miles over limit	$20.00 plus $2.00/each mph over 10 mph over limit
16—20 miles over limit	$30.00 plus $4.00/each mph over 15 mph over limit
21—25 miles over limit	$50.00 plus $6.00/each mph over 20 mph over limit
26—35 miles over limit	$80.00 plus $6.00/each mph over 25 mph over limit
36—45 miles over limit	$140.00 plus $6.00/each mph over 35 mph over limit
46+ miles over limit	$200.00 plus $10.00/each mph over 45 mph over limit
SPEED ZONES greater than 55 mph:	
1—10 miles over limit	$4.00/each mph over limit
11 + miles over limit	$40.00 plus $10.00/each mph over 10 mph over limit
SPEED ZONES greater than 65 mph: a fee of ten dollars ($10.00) for each mile per hour over the limit.	
SPEEDING IN SCHOOL ZONE with children present:	
1—10 miles over limit	$80.00
11+ miles over limit	$80.00 plus $2.00/each mph over 10 mph over limit
SPEEDING IN CONSTRUCTION ZONE — workers present and posted "Minimum fee $~~80~~160.00"	
1—10 miles over limit	$160.00
11+ miles over limit	$160.00 plus $4.00/each mph over 10 mph over limit

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

* * *

Section 2. Penalty.

A person who violates this ordinance shall be deemed to have committed a non-criminal offense and shall pay the fee as provided in Section 1-0305.C of the Fargo Municipal Code, as the same may be amended from time to time.

Section 3. Effective Date.

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

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

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

THE CITY OF Fargo FAR MORE

(2)

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

April 15, 2021

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

Dear Mayor and Commissioners,

Please find attached the Attorney General's response to my letter dated April 1, 2021, also attached. The Attorney General's office declined to offer an opinion as to whether or not the city of Fargo is precluded from enacting anti-bias ordinances, asserting that the situation is unsuited for such an opinion. The letter suggests that the interpretation of the issue of preemption is the responsibility of the city attorney.

I have examined the existing state statutes with respect to bias or hate crimes. It is my opinion that the narrowly construed state statute relative to discrimination in public places and hindering or preventing another from exercising a civil right- i.e. voting, is such that an appropriately tailored city of Fargo ordinance that would criminalize conduct that is proven to have been perpetrated "because of" a victim's protected status would likely not be preempted by any existing state statutes.

I have included the statutes at play here. The first consideration is whether there is in fact a state law defining the crime. N.D. Cent. Code §12.1-01-05 provides that a city or county may not supersede state law when a crime has been defined by state law. The overriding premise is that the State must have already defined the crime:

> 12.1-01-05. Crimes defined by state law shall not be superseded by city or county ordinance or by home rule city's or county's charter or ordinance. Except as provided in section 40-05-06, an offense defined in this title or elsewhere by law may not be superseded by any city or county ordinance, or city or county home rule charter, or by an ordinance adopted pursuant to such a charter, and all such offense definitions shall have full force and effect within the territorial limits and other jurisdiction of home rule cities or counties. This section does not preclude any city or county from enacting any ordinance containing penal language when otherwise authorized to do so by law.

NDCC §12.1-01-05 (emphasis added).

A review of existing statutes addresses discrimination and intimidation in public places and prevention of the exercise of civil rights. Specifically, N.D. Cent. Code §§12.1-14-04 and 12.1-14-05:

> 12.1-14-04. Discrimination in public places. A person is guilty of a class B misdemeanor if, whether or not acting under color of law, he, by force, or threat of force or by economic coercion, intentionally: 1. Injures, intimidates, or interferes with another because of his sex, race, color, religion, or national origin and because he is or has been exercising or attempting to exercise his right to full and equal enjoyment of any facility open to the public. 2. Injures, intimidates, or interferes with another because of his sex, race, color, religion, or national origin in order to intimidate him or any other person from exercising or attempting to exercise his right to full and equal enjoyment of any facility open to the public.
>
> 12.1-14-05. Preventing exercise of civil rights - Hindering or preventing another aiding third person to exercise civil rights. A person is guilty of a class B misdemeanor if, whether or not acting under color of law, he, by force or threat of force or by economic coercion, intentionally: 1. Injures, intimidates, or interferes with another because he is or is about to exercise his civil rights, or because he has exercised his civil rights. 2. Intimidates or prevents another from aiding a third person to exercise his civil rights.

Recent legislation proposed in North Dakota recognized that North Dakota is one of only a handful of states that does not have an anti-bias or hate crime law on the books. Although the legislation failed at the state level, it was not because there is already an existing similar statute. Specifically, HB 1443 proposed to amend Aggravated Assault, NDCC 12.1-17-02, Harassment, NDCC 12.1-17-07, Criminal Mischief, NDCC 12.1-21-05, making it a felony to engage in the prohibited conduct therein if the perpetrator commits the crime "because of" a victim's perceived or actual protected characteristic.

Provided the city of Fargo ordinances are similarly tailored, it is my opinion that there is no comprehensive anti-bias or hate crimes defined by state law, and thus the city of Fargo would not be precluded by the existing narrow statutes pertaining to anti-bias or hate crimes within the scope of the city authority to enact such laws.

Therefore, I would propose the following suggested motion:

> **SUGGESTED MOTION:** I move to authorize the City Attorney to work with staff and others to draft Anti-Bias/Hate Crime Ordinances for approval and adoption by the City Commission.

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

Sincerely,

Nancy J. Morris

NJM/lmw

Enclosures

STATE OF NORTH DAKOTA
OFFICE OF ATTORNEY GENERAL
STATE CAPITOL
600 E BOULEVARD AVE DEPT 125
BISMARCK, ND 58505-0040
(701) 328-2210
www.attorneygeneral.nd.gov

Wayne Stenehjem
ATTORNEY GENERAL

received
4-7-21

April 5, 2021

Nancy J. Morris
City of Fargo
505 Broadway Street N #206
Fargo ND 5102

Dear Ms. Morris,

I am responding on behalf of the Attorney General to your letter requesting an opinion from this office. Your April 1, 2021, letter states that the city of Fargo is considering enacting an anti-bias ordinance, and you inquire whether there is any provision in statute that would preclude the city from doing so.

While a city attorney may request an Opinion from this office, some situations are unsuited for an Opinion. These include when the question presented is moot or hypothetical, or calls for interpreting a local ordinance – as is the case here. The city attorney continues to be ultimately responsible for advising city officials on legal issues and interpreting proposed or enacted city ordinances.

While we appreciate the deliberation involved in submitting the request, in view of the foregoing, I have been asked to let you know that we must decline to provide an opinion on this issue.

Sincerely,

Liz Brocker

Liz Brocker
Executive Assistant

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

April 1, 2021

Hon. Wayne K. Stenehjem
Attorney General
Office of the Attorney General
600 E. Boulevard, Ave., Dept. 125
Bismarck, ND 58505-0040

RE: Interpretation of state statute – Preemption of Anti-Bias Ordinance

Dear Mr. Stenehjem,

I am writing on behalf of the city of Fargo Board of City Commissioners seeking your opinion as to whether or not Fargo is preempted from enacting an anti-bias ordinance by North Dakota Century Code § 12.1-01-05. Specifically, the question presented is whether or not the narrow statutory provision of North Dakota Century Code § 12.1-14-04[1], or any other statutory provisions, precludes the city of Fargo from enacting its own anti-bias ordinance given the legislature's failure to do so.

The existing statute addresses discrimination in public places, with limited application to only some, but not all, protected groups based on actual or perceived characteristics. Proponents of recent legislation seemingly recognized the narrow application of this existing statute when proposing HB1443, which received a Do Not Pass recommendation from the Judiciary Committee for a myriad of reasons, and failed in the House. My research of the preemption question generally revealed no direct guidance in the form of North Dakota case law; the lack thereof and the limited terms of N.D. Cent. Code § 12.1-14-04 suggests that preemption has not occurred. Further, proponents of the recent legislation have categorically opined that North Dakota is one of only a handful of states that does not have a comprehensive anti-bias law. Not one person suggested otherwise.

My research is consistent with the conclusion that North Dakota does not have a comprehensive bias or hate crime law, but before proceeding any further the city of Fargo seeks

[1] 12.1-14-04. Discrimination in public places. A person is guilty of a class B misdemeanor if, whether or not acting under color of law, he, by force, or threat of force or by economic coercion, intentionally: 1. Injures, intimidates, or interferes with another because of his sex, race, color, religion, or national origin and because he is or has been exercising or attempting to exercise his right to full and equal enjoyment of any facility open to the public. 2. Injures, intimidates, or interferes with another because of his sex, race, color, religion, or national origin in order to intimidate him or any other person from exercising or attempting to exercise his right to full and equal enjoyment of any facility open to the public.

your opinion on the question of whether an appropriate anti-bias ordinance would unlawfully supersede state law.

I thank you for your opinion. Please feel free to contact me if you have any questions or concerns.

Sincerely,

Nancy J. Morris

NJM/lmw

cc: City Commission

(3)

April 19, 2021

To: **Board of City Commissioners**
Fr: **Michael Redlinger, Assistant City Administrator**
Re: **Fargo Smart Energy Ramp Project Actions: Approve eSmart Systems US, Inc. Mutual Assignment & Termination Agreement and Approve Innowatts, Inc. Master Service Agreement**

The City of Fargo and eSmart Systems US, Inc. (eSmart) worked in collaboration in 2018 and 2019 to develop the "Fargo Smart Energy Ramp," a project that permits electric vehicles to park at the Roberts Commons parking facility and connect to an electric charging station. A Memorandum of Understanding and Non-Disclosure Agreement was entered into on July 29, 2019 between eSmart and the City. The Smart Energy Ramp became operational in December 2020 and serves as a demonstration project for the North Dakota Industrial Commission (NDIC) and North Dakota Department of Environmental Quality (DEQ).

On February 2, 2021, eSmart provided notice that it intends accelerate the assignment of equipment purchased by eSmart under NDIC and DEQ agreements to the City of Fargo. This assignment is being accelerated by approximately 7 months due to eSmart exiting the field of Intelligent Load Control systems. It is proposed that an eSmart partner organization, Innowatts, Inc., assume the software and support responsibilities for the Fargo Smart Energy Ramp pilot project. Innowatts will collect and analyze data that will be included in a final report to be submitted to NDIC in June 2022. The cost of the Innowatts fee is $2,000/month, as described in Exhibit B of the proposed Master Service Agreement. The Finance Committee approved the requested actions on March 1, 2021.

Recommended Actions: Concur with the Finance Committee actions for the Fargo Smart Energy Ramp project, including:

1. Approve the Mutual Assignment & Termination Agreement between eSmart Systems US, Inc.; Innowatts, Inc.; The Alliance Risk Group, LLC.
2. Approve a Master Service Agreement with Innowatts, Inc. to support the Fargo Smart Energy Ramp project.

City staff has worked with eSmart and Innowatts representatives on an agreeable transition plan for the project and believe the recommended actions will support the continued operation of the Smart Energy Ramp demonstration project in an efficient manner. In 2022, City staff will evaluate the results of the pilot project and provide recommendations to the City Commission regarding the future of the Smart Energy Ramp project.

Attachments: Mutual Assignment & Termination Agreement
Innowatts, Inc. Master Service Agreement

MUTUAL ASSIGNMENT AND TERMINATION AGREEMENT

THIS MUTUAL ASSIGNMENT AND TERMINATION AGREEMENT (hereinafter referred to as the "Agreement") , is made and entered into as of _____, 2021, (" the Effective Date") by and between the City of Fargo, North Dakota (hereinafter referred to as "**City**"), and **eSmart Systems US, Inc.,** a Delaware Corporation, (hereinafter referred to as "eSmart"), Innowatts, Inc., a Delaware Corporation (hereinafter referred to as "Innowatts"), and The Alliance Risk Group, LLC (hereinafter referred to as "Alliance") and are collectively referred to as the "Parties".

BACKGROUND:

A. eSmart was awarded a matching grant from the State of North Dakota Industrial ("NDIC") for a "Fargo Smart Energy Project" which was executed as Contract R-038-048 dated December 15, 2018 and amended on November 17, 2020 (the "NDIC Agreement" or "Project").

B. eSmart, the City and other entities were partners in this project and collectively provided $305,000 of cash and services to obtain a matching cash grant of $305,000 from NDIC for:

- the acquisition of the following smart energy equipment at the Roberts Commons (RoCo) City-owned parking ramp for use in the NDIC demonstration:

-- Photovoltaic panels to produce solar-powered electricity,
-- Batteries for storing solar power and cheap (often wind) power from the MISO grid,
-- Five dual Electric Vehicle charging stations
-- Controls for Smart lighting

- the use of eSmart Intelligent Load Control software applied to the smart equipment listed above for a demonstration of Smart Energy actions in reducing the City's utility costs, improving the efficiency and reliability of the Mid-Continent Independent System Operator (MISO) operations, providing environmental benefits and enhancing the attractiveness of the City's downtown

C. eSmart and the City entered into a Memorandum of Understanding ("MOU") on July 26, 2019 ("Attachment A") to assign the above equipment to the City at the end of the Project, originally contemplated to be June 30, 2020, but which now is extended to June 30, 2022. In addition, eSmart and the City were to negotiate on-going software support for eSmart's Intelligent Load Control software beyond the Project.

D. eSmart has overseen the purchase and installation of all the smart energy equipment above, except the controls for smart lighting. The installed equipment is now fully operational.

E. eSmart is now exiting the Intelligent Load Control business in North America,

F. eSmart will assign the NDIC Agreement to The Alliance Risk Group LLC ("Alliance").

G. eSmart has requested that Innowatts, Inc. ("Innowatts"), which is also in the business of providing Intelligent Load Control provide Intelligent Load Control services to the City that are similar to those defined in the MOU.

H. Innowatts is willing to contract with the City to provide Intelligent Load Control and related services similar to those defined in section 3, "eSmart Software License", of the MOU,

I. Innowatts is also entering into a separate contract with Alliance to support Alliance in the completion of the NDIC Agreement.

J. The remaining dollars to be contributed by the City and others under the NDIC Agreement will be adequate to cover the installation of the smart lighting.

In furtherance of the foregoing, eSmart and the City have negotiated and reached an Agreement with respect to all rights, duties and obligations between them for the termination of the MOU.

NOW, THEREFORE, the Parties for good and valuable consideration, agree as follows:

1. eSmart will accelerate the assignment of the acquired smart energy equipment to the City and execute the Assignment included as Attachment B to this Agreement to be effective as of April 1, 2021.

2. eSmart will cease providing Intelligent Load Control software and other smart energy services as of April 1, 2021 and Innowatts is providing software services to the City similar to those defined in the MOU.

3. Innowatts will provide Intelligent Load Control software, including licensing, and related services according to the terms of a separate bilateral agreement between Innowatts and the City.

4. eSmart will assign the NDIC Agreement to Alliance by a separate agreement. Alliance will accept the NDIC Assignment and work with the City and Innowatts for the completion of the Project.

5. The City accepts the above assignments and acknowledges the completion of eSmart's obligations under the MOU and releases eSmart, its officers, employees, and directors from any and all claims arising out of the MOU and any obligations for the Project. Similarly, eSmart releases the City, and its employees of any and all claims arising out of the MOU and any additional obligations under the Project.

6. All information covered under the previous NDA shall be continued until the expiration of that NDA. All intellectual property rights shall remain with eSmart.

This Agreement, which may be executed in counterparts and using faxed or digital signatures, states the entire Agreement between the Parties and supersedes all prior Agreements.

(Signatures to follow on the next page.)

IN WITNESS WHEREOF, this MUTUAL ASSIGNMENT AND TERMINATION AGREEMENT has been duly executed by their duly authorized representatives to be effective as of the Effective Date.

eSmart Systems US, Inc.

By:_____

Printed:____Steve Hambric_____

Title:____President_____

Dated:_____

City of Fargo

By: _____

Printed:_____

Title:_____

Dated:_____

Innowatts, Inc.

By:_____

Printed:____Krishnan Kasiviswanathan____

Title:____Chief Operating Officer____

Dated:_____

The Alliance Risk Group, LLC.

By:_____

Printed:____John E Flory_____

Title:____Managing Director_____

Dated:_____

Attachment A

Under separate cover, this is the Memorandum of Understanding (MOU) between the City of Fargo and eSmart Systems US, Inc dated July 26, 2019.

Further note that this MOU includes as Appendix 1 the NDIC-eSmart Agreement executed on December 15, 2018 and all its Exhibits.

Attachment B

The equipment assigned by eSmart to the City:

Photovoltaic system and associated equipment and data access.

Supplied by Border States Electric

3415192 **48** EA
HANW - Q.PEAK DUO BLK G5.1 315 MONO HALF-CELL

3440728 **48** EA
IISS - IQ7-60-2-US ENPHASE IQ 7 MICROINVERTER

3393335 **48** EA SLNT - Q-12-10-240 Q-CABLE 240V PORTRAIT

- 570-1174
Enphase, IQ Commercial Envoy, 3 Phase, Meter Accuracy +/- 0.5% with Solid-Core CT, Consumption Metering available when used with Split Core CTs, ENV-IQ-AM3-3P

- PARKING CANOPY-CUSTOM

Battery Storage System

Supplied by Border States Electric

3478864 **3** EA
SNNE - ECO10SS-31 10KWH BATTERY STORAGE UNIT

3478865 **6** EA
SNNE - ECOBATT 2.5KWH BATTERY MOD FOR GEN 3/3.1

3478866 **3** EA
SNNE - EXTCAB31 EXT CAB FOR THE GEN3.1 ECO10

- 25 KVA/208V TO 120V 3R TRANSFORMER **1** EA

50KVA /208V TO 120/240 ISOLATION TRANSFO 2 EA

ChargePoint Electric Vehicle Charging System

Supplied by GreenWays 2Go of Fargo, Paul.Jensen@greenways2go.com
See next page.

Five ChargePoint EV Dual Chargers

CT4023 (Dual Wall Station J1772 Level 2 with Credit Card Capability)
With Self-Retracting Cord Management, Video Capability and Parts and Labor Warranty

Support Plans, years	5
ChargePoint Model Number	**Description**
CT-4023 Gateway	Dual Plug Station - with Locking Holster and Card Reader Charging Hardware
1 year Enterprise Cloud Plan	See below for Explanation
4 year Enterprise Cloud Plan	See below for Explanation
Site Validation	See below for Explanation
1 year Assure Plan	See below for Explanation
4 Years Assure	See below for Explanation
Shipping	Shipping
5	Cost not including installation.

Enterprise Cloud Plan for 5 years:
Annual fee includes: Enterprise Cloud Plan, 24-7-365 Customer Service for Drivers via 800 number, Reporting, Software Updates, Station Manager Account Access, Data Collection and Credit Card Capability

Site Validation
On-Site Validation of cellular coverage, electrical capacity, transformers, panels, breakers, wiring and station installation meets all ChargePoint published requirements.

Assure Warranty optional extended Parts and Labor Warranty: (5 years)

Other Standard Terms and Conditions
ChargePoint 1 year parts warranty applies for all products. Warranty will be between purchaser and ChargePoint.

MASTER SERVICES AGREEMENT

This Agreement is made and effective [March 8th], 2021, by and between City of Fargo, North Dakota ("Customer" or "Fargo") with offices at [__] and Innowatts, Inc., a Delaware Corporation, with offices at 2900 N Loop W Suite 600, Houston, TX 77092 ("Innowatts").

WHEREAS, Customer desires to license the services described below and Innowatts is willing to render such services on the terms set forth herein;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. **Services.** Innowatts shall provide to Customer the following services ("Services"):

   1.1. Innowatts shall provide hosting, management and operation of its Energy Analytics Software (the "Software") for use by Customer and its authorized users ("Hosted Services").

   1.2. Innowatts shall produce the results, reports, analysis, apps and other work products described in Exhibit A in accordance with the milestones described therein.

2. **License**. Innowatts hereby grants to Customer a nonexclusive, royalty-free, irrevocable license during the Term to access and use the Hosted Services for its business purposes, including the processing and analysis of customer data, and to download, store and otherwise process all output and other content as may result from its use of the Hosted Services.

3. **Customer Data**. Customer is and will remain the owner of all right and title to all Customer Data. "Customer Data" means information that is (a) uploaded or otherwise provided by Customer for processing by the Hosted Services, or (b) downloaded or otherwise received by Innowatts or the Hosted Services for Customer pursuant to this Agreement. Customer may provide Customer Data to Innowatts in connection with this Agreement.

4. **Term**. This Agreement shall continue in effect for 10 years or until terminated, in writing, by either party upon 90-day written notice. Following the initial and any subsequent contract term, the service will automatically renew 90-days from contract expiration for a period of an additional 12-months at a mutually agreed upon rate. Term related to specific Statements of Work will be identified in the following Exhibits.

5. **Termination for Cause and Cure Period**. Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to correct the breach with ninety (90) days following written notice specifying the breach.

6. **Fees**. Customer shall pay Innowatts the fees (the "Fees" in Exhibit B) as well as the reasonable and documented expenses, if any (the "Expenses") as set out in the Exhibits. Customer shall process Innowatts invoice within thirty (30) days of receipt. All sums payable pursuant to this Agreement are exclusive of any value added tax or any other sales tax or duties, which, where applicable, shall be payable by Customer. Provided that Innowatts renders the services and/or provides the deliverables in accordance with the criteria described herein, Customer shall pay Innowatts the fees as well as the reasonable documented expenses.

7. **Ownership of Deliverables**. Customer shall be the sole owner of the deliverables granted as part of Exhibit A. For clarity and avoidance of doubt, the Software and associated enhancements are not a deliverable and shall remain the exclusive property of Innowatts.

8. **Security**. Innowatts represents and warrants that its collection, access, use, storage, disposal and disclosure of Customer Data does and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.

   Innowatts shall implement administrative, physical and technical safeguards to protect Customer Data that are no less rigorous than accepted industry practices including ISO/IEC 27001:2013 – Information Security Management Systems and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement. Innowatts shall store all Customer Data at an ANSI/TIA942 Tier 2 data center that is SSAE16/SAS70 compliant.

   At a minimum, Innowatts's safeguards for the protection of Customer Data shall include: (i) limiting access of Customer Data to Customer; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Customer Data stored on any media; (viii) strictly segregating Customer Data from information of Innowatts or its other Customers so that Customer Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Innowatts' employees.

   Innowatts will ensure that access to Hosted Services is available only through use of SSL Certificates. Innowatts will set up and maintain SSL Certificates on the Hosted Services. Innowatts will immediately notify Customer if any SSL Certificate expires or is not renewed.

   Innowatts shall continuously monitor its systems for security events. Innowatts shall immediately report to Customer any event of security or unauthorized access to Customer's Customer Data that Innowatts detects or becomes aware of. Innowatts shall use diligent efforts to remedy such event in a timely manner.

   Innowatts shall not access, and shall not permit any access to, the Customer Systems without Customer's express prior written authorization. All Customer-authorized connectivity or attempted connectivity to the Customer Systems shall be only through Customer's security gateways and firewalls and in compliance with security policies set forth herein.

9. **Confidential Information**. "Confidential Information" means Customer Data and all other Customer information, including information pertaining to business operations and strategies, customers, calculations, pricing and marketing. Innowatts shall (i) keep and maintain all Confidential Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Confidential Information for its own purposes or for the benefit of

anyone other than Customer; and (iii) not, directly or indirectly, disclose Confidential Information to any person other than Customer. At the conclusion or termination of this Agreement, Innowatts shall promptly destroy all Confidential Information. The parties agree that monetary damages are inadequate remedy for a breach of this confidentiality provision and that Customer, in addition to its other remedies at law or in equity, shall be entitled to injunctive relief. Innowatts shall be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Confidential Information under its control or in its possession by any of its employees. Innowatts shall indemnify Customer for any losses, damages or costs it incurs that arise from a failure of Innowatts to comply with this confidentiality provision.

10. **Insurance**. Innowatts shall procure and maintain, at its sole cost and expense, insurance coverage in the following types and amounts: (i) Commercial General Liability with limits no less than one million dollars per occurrence and two million in the aggregate and five million dollars umbrella coverage which extends over the General Liability; (ii) Cyber Liability Insurance, with limits no less than five million dollars per occurrence and in the aggregate for all claims each policy year; (iii) Worker's Compensation and employers' liability insurance as required by applicable Law; (iv) Errors and Omissions/Professional Liability with limits no less than four million dollars per occurrence and in the aggregate for all claims each policy year.

11. **General Provisions.**

11.1. **Relationship of the Parties**. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

11.2. **Public Announcements**. Neither party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement unless approved in writing. Customer agrees to permit Innowatts use of its logo and name in marketing collateral.

11.3. **Notices**. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section):

If to Innowatts:	If to Customer:
Innowatts, Inc.	
Facsimile: 281-417-0634	Facsimile:
E-mail: francis@innowatts.com	E-mail:
Attention: Francis Orito	Attention:

11.4. **Entire Agreement**. This Agreement represents the entire understanding between the parties and supersedes all prior or contemporaneous negotiations, representations and agreements, whether written or oral.

11.5. **Assignment**. Customer may assign this Agreement to any affiliate or successor of Customer. Customer may not otherwise assign this Agreement unless Innowatts consents to such assignment, which consent may not be unreasonably withheld.

11.6. **Third-party Beneficiaries**. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11.7. **Amendment and Modification; Waiver**. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.

11.8. **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas (excluding Texas principles of conflict of laws).

11.9. **Waiver of Jury Trial**. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

11.10. **Attorneys' Fees**. In the event that any action is commenced by either party hereto against the other party arising out of this Agreement, each party shall be responsible for its own attorneys' fees and court costs.

11.11. **Limitation of Liability**. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES.

11.12. **Indemnification**. Innowatts shall indemnify Customer for any losses, damages or costs it incurs that arise from a failure of Innowatts to protect Customer Data from a security event. Innowatts shall Indemnify Customer for any costs arising from a claim that the Services infringe on the proprietary rights of a third party.

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

City of Fargo, North Dakota	**Innowatts, Inc.**
By: _____	By: _____
Name: _____	Name: Krishnan Kasiviswanathan
Title: _____	Title: Chief Operating Officer

Exhibit A – Business Objectives & SaaS Modules Licensed

The following Objective and Hosted Services provided are included below as Exhibit A.

Business Objectives

The City of Fargo, North Dakota previously has engaged with eSmart Systems ("eSmart") regarding a smart cities project. This project provided intelligent load control services related to electric vehicle (EV), battery storage, behind-the-meter solar at the Roberts Common Parking Ramp. Innowatts proposes to provide similar and additional services to lower the City's energy costs and reduce its carbon footprint:

SaaS Modules Licensed

MODULE	DESCRIPTION	KEY FEATURES
Data Insights	Monitoring dashboard for parking garage energy consumption, solar generation, EV charging schedules and battery storage charge/discharge schedules.	Actionable insights include key trends, behavior changes, spikes and outliers.
Smart Alerts	Provides predictive and personalized actionable intelligence to Customer through a fully configurable platform.	Ability to Configure automated predictive and personalized Smart Alerts on Garage Load, Solar Generation, EV and Battery profiles
Distributed Energy Resources (DER) Optimization	Deployment of IW DER-Optimization algorithm to manage the charge/discharge schedules of the battery storage	The objective function of the optimization will be to reduce the peak demand charge component of the utility bill. The optimization output will be battery Charge/Discharge API
Sustainability and Resiliency Committee participation	Be an ex officio member of this Committee, typically participating remotely.	Provide information on: 1) world-wide best practices on ways to meet the Committee's objectives; and 2) potential ways to implement such best practices as appropriate for Fargo

Dependencies

The dependencies below are incorporated into this Agreement as known dependencies. If Customer fails to provide required dependencies, this should not be considered a delay caused by Innowatts and shall not affect the pricing or invoicing.

ITEM	FREQUENCY	DESCRIPTION
Access to data pertaining to parking garage load, solar generation, battery storage and EV chargers	On-going – Interval level	15 min or more frequent. Preferred access via OEM's standard APIs
Historical parking garage consumption data	One-time	2 to 3 years historical load data – either at interval level or monthly
Historical solar generation, battery and EV profiles	One-time	Historical – going as far back as operational data available at interval level
Other relevant attributes	One-time	Description of the solar panels, battery storage, EV charges and location details of the parking garage
APIs for 2-way communication with the load, generation and battery assets	One-time	And, then Innowatts will manage it on an ongoing basis
Success Criteria	One-time	To align and ensure successful delivery of this initiative

Exhibit B – Fees

Monthly SaaS Fee: $ 2,000

City of Fargo, North Dakota

By: _____
Signature

_____
Name
Title:

_____
Date

Innowatts, Inc.

By: _____
Signature

_____
Name: Krishnan Kasiviswanathan
Title: Chief Operating Officer

_____
Date

Exhibit C – Service Level Agreement

Innowatts will comply with the following performance standards and requirements, and support, quality assurance, reporting and obligations, referred to herein as Service Level Agreements ("SLAs").

Service Scope and Process

Innowatts believes in providing the best service to its customers. Our infrastructure is state of the art. Our infrastructure provider has a tier III / IV classification datacenters which provide an inbuilt redundancy of N+1 / 2N+1. This ensures that the availability is 99.982% / 99.995% with total interruptions of only 1.6 hours / 0.8 hours per year. Having such a stable infrastructure ensure the best quality of uptime and service for Customers.

This SLA covers the production support of the day ahead control area level forecast and platform availability. The table below contains the service issues covered by this agreement with their respective communication and resolution times.

SERVICE ISSUE	SEVERITY	RESPONSE TIME (min)	RESOLUTION TIME (min)
Service not available	Critical	15	360
Significant degradation of service (wrong or delayed forecast before 7:00 a.m. CT)	Critical	15	360
Queries from Customer based on reports or forecasts generated after 7:00 a.m. CT)	High	60	720
Bug fixes	Medium	360	Monthly Production update process
Enhancements required in reports or platform	Low	1440	Monthly Production update process

SEVERITY LEVEL DESCRIPTION	
Critical	Service is unusable or not available
High	Service is usable but the output is questionable
Medium	Service is usable, output as expected but it has bugs
Low	Changes or enhancement request to service

SAMPLE ISSUE TYPE	SAMPLE SEVERITY CLASS
Platform Down	Critical
Limited Services Available on Platform	High
Unexpected Graphs/Data in Validation Graph Email	High
Invalid or Incomplete Forecast	High
Platform Data Mismatch	Medium
High MAPE Related Queries	Medium
High Delta Related Queries	High
Configure Special Events or Weather Events That Will Impact Any Deliverables Such As Load Forecasting	Low

Exclusions

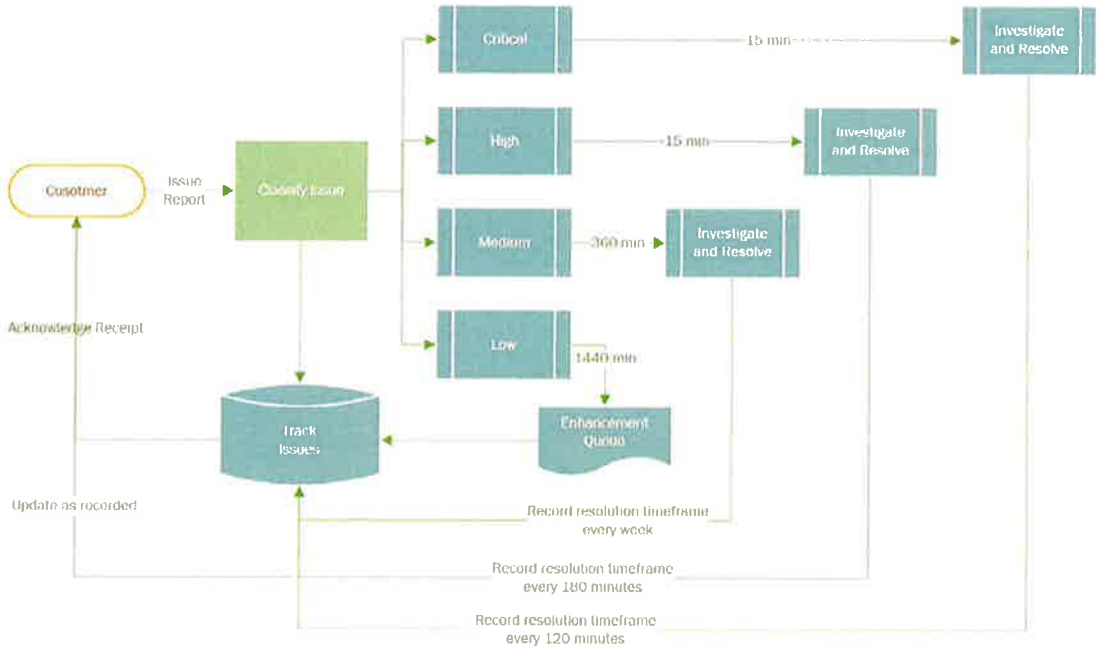
Excluded from this SLA are any ad-hoc requests and analysis support not directly related to the daily service.

Support Levels

Support levels enable Innowatts to internally escalate issues to more senior resources so that more attention could be provided to fixing these issues. The table below describes the various Support Levels and their roles.

SUPPORT LEVEL	DESCRIPTION
L1 Support	All issues usually start in L1 support. L1 support captures and documents the issues and provides a ticket number. Basic hardware / software troubleshooting is initiated.
L2 Support	L2 comprises of senior support resources. Issues that couldn't be solved by L1 are escalated to L2. Issues can also be transferred to L2, if the L1 threshold is exhausted.
L3 Support	This comprises of the senior support and dev resources. Issues which requires major changes as a root cause fix usually land up in the L3 queue. L3 also acts as an escalation to L1.

Support Process Map



Support Contacts and Availability

The table below provides contact information and support hours related to this SLA. For issues to be valid under this SLA the contact information below must be used.

If the service support communication and resolution timelines of this SLA are not met escalations shall be sent to the listed Escalation contact in the table below:

CONTACT TYPE	HOURS	CONTACT INFOMATION
Telephone support	6:30 a.m. – 4 p.m. CST Mon – Fri	281-661-8934
E-mail support	5:00 a.m. – 4 p.m. CST Mon – Fri	support@innowatts.com

Exhibit D – Account Team and Implementation Plan

Account Team
The following Customer team members will serve as the Innowatts' account contact for support, questions, feedback and authorization.

Name:	
Title:	
Phone:	
Email:	

THE CITY OF Fargo FAR MORE

(4)

MEMORANDUM

TO: **BOARD OF CITY COMMISSIONERS**

FROM: **JIM GILMOUR, STRATEGIC PLANNING DIRECTOR**

DATE: **APRIL 15, 2021**

SUBJECT: **DEVELOPMENT OF A PARKING FACILITY CAPITAL BUDGET**

The City of Fargo owns five parking facilities in downtown Fargo, ranging in age from one to 39 years. There have been facility assessments and repairs done regularly on the older facilities, which is important to maintain them in good condition and plan for capital costs.

I requested a proposal from Walker Consultants to prepare an updated assessment of each of the facilities and a 10-year budget for capital costs. This will be extremely useful in planning and budgeting for future capital costs. The proposal is attached.

The Finance Committee has reviewed the request and recommended approval of this sole source purchase. Walker Consultants is very familiar with the City's existing facilities and had done good work for the City.

The cost will be $38,500 and estimated expenses of $3,450. Parking funds would pay for the cost of this work.

RECOMMENDED MOTION: Approve an agreement with Walker Consultants to develop a Facility Condition Appraisal and 10-year budget for City parking facilities.

Attachment

WALKER CONSULTANTS

1660 South Highway 100, Suite 545
Minneapolis, MN 55416

952.595.9116
walkerconsultants.com

January 26, 2021

Mr. James Gilmour
Director of Strategic Planning
City of Fargo
225 4th St. North
Fargo, ND 58102

Re: Proposal for Forensic Restoration
Facility Condition Appraisal and 10-Year Budget
City of Fargo Parking Structures
Fargo, North Dakota

Dear Mr. Gilmour:

Walker Consultants (Walker) is pleased to submit for your review the proposal for engineering services to the City of Fargo (City/Client) for the condition appraisal of four parking structures including a 10-year budget for each facility. We have included services for the Block 9 Ramp as additional alternate services since that structure is under a contract-for-deed purchase agreement with a private owner. The purpose of this proposal is to confirm our understanding of the project, define our scope of services, establish the fee, and propose a schedule.

PROJECT UNDERSTANDING

The objective of this project is to provide the City with a facility condition appraisal with extended maintenance outlook for each of their parking structures. The condition appraisals will include limited visual observation of the overall facility and limited testing of floor slabs, columns, beams and walls. Walker will review existing construction and/or restoration documents as provided by the City. Walker will provide a budget for maintaining each structure over the next 10 years and recommend a maintenance cycle for the overall structured parking system to the City.

FACILITY DESCRIPTIONS AND KNOWN MAINTENANCE

The **Civic Center Ramp**, located at 411 2nd Avenue North and built in 1984, has a total of four structured levels and one slab-on-grade level. The structure is two bays wide and the structural framing consists of one-way cast-in-place post-tensioned beam and slab system that provides parking for approximately 450 passenger vehicles. The lowest level of the ramp is a cast-in-place concrete slab on grade and includes several thousand square feet of leasable commercial space. The façade consists of architectural metal panels, storefront glazing at first level commercial spaces, and concrete masonry units (CMU) at stairs. The facility has two stair towers, at the northeast corner of the ramp and at the southwest corner. The facility has elevator access that is shared with the adjacent Radisson Blu Hotel. Vehicle access to the structure is from 2nd Avenue North and 4th Street North.

Traffic within the facility is one-way with angled parking in a double-threaded helix configuration with center crossover lanes.

The most recent facility assessment occurred in 2016 and restoration work comprised of traffic topping overcoating performed in 2018. Post-tensioning, concrete repair, and waterproofing repairs are currently being performed at this facility.

The **Island Park Ramp**, located at 520 Main Avenue and built in 2001, has a total of four structured levels and one slab-on-grade level. The structure is two bays wide and the structural framing consists of one-way cast-in-place post-tensioned beam and slab system that provides parking for approximately 355 passenger vehicles. The lowest level of the ramp is a cast-in-place concrete slab on grade. The façade consists of architectural precast concrete panels, curtain wall glazing at stair towers, architectural metal frames, and limited brick masonry at the stairs. The facility has one stair tower at the southeast corner of the ramp and one stair/elevator tower at the center north side of the structure. Vehicle access to the structure is from 1st Avenue South and from the south alley. Traffic within the facility is one-way with angled parking in a double-threaded helix configuration with center crossover lanes.

The most recent facility assessment occurred in 2016 and restoration work comprised of traffic topping overcoating performed in 2018.

The **Mercantile Ramp**, located at 410 5th Street North and built in 2020, has a total of five structured levels and one slab-on-grade level. The structure is two bays wide and the structural framing consists of pre-topped precast concrete double tees, light walls, beams, architectural spandrels, and wall panels. The floor slabs have poured washes constructed with traffic topping waterproofing. It is our understanding that the embedded precast connectors are stainless steel for enhanced corrosion protection. This Ramp provides parking for approximately 369 passenger vehicles. The lowest level of the ramp is a cast-in-place concrete slab on grade. The façade consists of architectural precast spandrels with a barrier strand guardrail system provided at the east and west exterior walls. The facility has one stair tower at the northwest corner and one stair/elevator tower at the southeast corner. Vehicle access to the structure is from 5th Street North and is comprised of two independent entry portals. The north portal provides unrestricted passenger vehicle entry/exit without access controls. The south vehicular entry portal provides controlled access including one dedicated entry lane and one dedicated exit lane with a third (center) reversible lane, all complete with parking access and revenue control equipment. Traffic within the facility is two-way with 90-degree parking in a single-threaded helix configuration.

This facility is new and has not been assessed since opening to the public.

The **Roberts Commons Ramp**, located at 217 Roberts Street North and built in 2017, has a total of four structured levels and one slab-on-grade level. The structure is two bays wide and the structural framing consists of one-way cast-in-place post-tensioned beam and slab system that provides parking for approximately 454 passenger vehicles. The lowest level of the ramp is a cast-in-place concrete slab on grade. The façade consists mostly of precast concrete separation wall panels at the adjacent apartments with a barrier strand guardrail system provided at the exterior wall. The facility has one stair tower at the northeast corner of the ramp and one stair/elevator tower at the southwest corner of the structure that is shared with the apartments. Vehicle access to the structure is from Roberts Street North and is comprised of two entry lanes and one exit lane. Traffic within the facility is two-way with 90-degree parking in a single-threaded helix configuration.

This facility is relatively new and has not been assessed since opening to the public.

The MATBUS **GTC Garage**, located at 502 NP Avenue and built in 1983, has one structured level that includes a one level transit lobby, offices, a boarding platform, and bus parking. The lower level of the garage is a cast-in-place concrete slab on grade subterranean facility located under the transit lobby/courts building and bus parking area. The structure is three bays wide and the structural framing consists of one-way cast-in-place post-tensioned beam and slab system that provides parking for approximately 185 passenger vehicles. The façade consists of concrete foundation walls. Vehicle access to the structure is from 4th Street North. Traffic within the facility is two-way with 90-degree parking in a flat floor configuration with an express ramp providing access between levels.

The most recent facility assessment occurred in 2016 and restoration work was performed in 2018 and 2020.

ADDITIONAL ALTERNATE: The **Block 9 Ramp**, located at 501 3rd Avenue North and built in 2020, has a total of six structured levels and one slab-on-grade level. The structure is two bays wide and the structural framing consists of pre-topped precast concrete double tees, light walls, beams, and architectural spandrels that provides parking for approximately 384 passenger vehicles. The lowest level of the ramp is a cast-in-place concrete slab on grade. The façade consists of architectural precast concrete panels with curtain wall glazing and metal panels at stair towers. The facility has one stair tower at the northeast corner of the ramp and one stair/elevator tower connected to the Block 9 Tower. Vehicle access to the structure is from 3rd Avenue North. Traffic within the facility is two-way with 90-degree parking in a single helix configuration.

This facility is new and has not been assessed since opening to the public.

SCOPE OF SERVICES

Walker will be managing this project from our local Minneapolis office. Walker's local team has experts in parking assessment and rehabilitation as well as building enclosure assessment and rehabilitation. All work will be performed by or under the direction of an Engineer who is licensed in the State of North Dakota.

We have developed the following tasks to collect the appropriate amount of data to provide the City of Fargo with a quality budget for each facility over the next 10 years starting in 2022. Our planning will consider each facility as independent of the other, with pricing additive of all selected locations and scopes. The described scope will be included with an accumulated 10-year maintenance planning recommendation and budget summary of all facilities. Appraisal and maintenance planning services include:

Task 1: Condition Appraisals and Testing

The purpose of this scope is to perform an in-depth review of the entire building structure including structural, waterproofing, façade, stair towers, drainage, MEP, lighting, signage, and parking access elements of each facility. The work includes accessing as much of each facility as possible with access provided by the City. Shared common elements such as stair/elevators outside the footprint of the parking structure will not be reviewed unless specifically requested. We will perform physical testing to determine when sealers or coatings should be applied to the structural parking decks. This scope will help us develop recommendations to recommend reactive restoration work for existing deterioration and proactive work for structure enhancements. To meet the specific needs of this Task, we propose the following scope of professional services:

1. Review available original design drawings, specifications, previous engineering reports and previous maintenance or repair documents (if any) provided by the Client. Background plans (architectural or structural) will be provided to Walker by Client.

2. Conduct interviews of Client staff to gather information related to maintenance and repair activities of each facility.

3. Perform a limited visual observation of the structural members within each facility that support automobiles to gage general condition and type of structure and waterproofing systems. On-site observation will include:

   a. Visual observation of structural members including slabs, beams, walls, columns façades and vehicle barrier systems.
   b. Limited sounding of structural members as required to confirm observations.

4. Perform a visual observation of exterior pavements, drive lanes, and landscaping related to structural/waterproofing concerns.

5. Perform a visual observation of building façade elements including stair/elevator towers, brick masonry, sealants, windows, and other elements visible from grade or supported surfaces.

6. Review waterproofing systems such as roofing, traffic membrane, expansion joints, control and construction joint sealants, and any visible enclosure waterproofing. Access to roofs higher than 15 feet above adjacent surfaces shall be provided by Client.

7. Perform a visual observation of electrical, lighting, plumbing and drainage to identify general performance of systems. Access to equipment rooms shall be provided by Client.

8. Perform a chain drag delamination survey of supported floor slab surfaces to locate, qualify and quantify subsurface delamination and debonded traffic topping. Hammer and rod tapping of vertical and overhead surfaces will be performed as necessary.

9. Perform concrete testing for determination of chloride ion content (deicing chemicals) in the floor slab as a function of depth from the top surface. Chloride ions in high enough concentrations at the level of the reinforcing steel, contribute to corrosion of the steel. We will extract powder samples from the supported slabs at depths 0"-1" and 1"-2" in accordance with AASHTO T-260 and test for chloride ion content in accordance with ASTM C1218 as follows:

FACILITY	BASELINE SAMPLES	FLOOR SAMPLES
Civic Center	2	6 Locations
Island Park	2	6 Locations
Mercantile	3	N/A
Roberts Commons	2	N/A
GTC Garage	1	2 Locations
Block 9	3	N/A

10. Perform surface absorption testing in accordance with RILEM Test Method 11.4 near chloride test locations. The RILEM Test determines the relative absorption of the floor slab concrete. *Note that weather must be dry with temperatures above 40 degrees for this testing.*

11. Perform a visual ADA (accessible parking) pavement marking, stall quantity, access and signage review for determination of compliance with subject code requirements.

12. Report conditions that pose an immediate safety condition or hazard before leaving the campus.

Walker intends to perform our observations and during normal business operations and testing after hours or on weekends.

Task 2: Condition Appraisal Report and 10-year Maintenance Budget

An appraisal report will be provided that includes general information for each of the overall facilities, including a ten-year management plan and facility budgets as well as photos of observed conditions, specific observations, and recommendations. Walker will organize field data and assign life expectancy to each product or system as identified. Deliverables to the City include:

1. An appraisal report that includes the following:

    a. A statement regarding the condition of each facility and its suitability for continued use.
    b. A list of current maintenance and/or repair recommendations.
    c. An opinion of probable repair costs for recommendations, including general conditions, mobilization, construction contingency and other soft costs related to repair/maintenance.
    d. Provide and discuss chloride ion and RILEM test results.
    e. Provide and discuss observed conditions with photographs.
    f. Provide representative plan drawings detailing test locations (one for each facility).
    g. Possible owner selectable enhancement recommendations.

2. 10-year management plan that will include year-by-year recommendations for budget years 2022 through 2031.

3. Conduct one web meeting (via GoToMeeting, Skype, etc.) to review our report and findings.

A draft summary project report will be provided electronically to the City that documents the findings of our appraisals, includes example photographs with descriptions, and provides the management plan. The draft report will be reviewed by Client staff with questions and comments provided to Walker via teleconference and/or e-mail. Upon making revisions as suggested by the Client and discussion with the team, Walker will issue a final report and maintenance budget. Walker will assemble all data and provide deliverables to the City that include one PDF copy of the final report.

LIMITATIONS

As stated in the above scope of services, the assessment is based on visual observations and limited testing of the existing conditions. Our observations may not discover or disclose latent conditions without performing

more invasive testing. More detailed and invasive testing can be provided by Walker as an additional service upon written request from Client.

A review of the facility for Building Code compliance and compliance with the Americans with Disabilities Act (ADA) requirements is not part of the scope of work. However, it should be noted that whenever significant repair, rehabilitation, or restoration is undertaken in an existing structure, ADA design requirements may become applicable if there are currently unmet ADA requirements.

SCHEDULE

Site observations and testing will be performed within one month of receipt of the authorization to proceed, as weather permits (40-degree minimum for RILEM testing). The condition appraisal report with 10-year budget will be issued within one month from the receipt of the chloride ion test results.

PROFESSIONAL FEE

Walker will provide the engineering services noted herein for a lump sum fee as stated below including project-related expenses, such as, travel, laboratory costs, postage and courier fees, reproduction of reports, drawings and similar project-related items.

PHASE/TASK		PROPOSED FEE
1	Condition Appraisal and Testing	$10,800
2	Condition Appraisal Report and 10-Year Maintenance Budget	$27,700
3	*Additional Alternate – Block 9 Ramp (Tasks 1 and 2 Combined)*	*$7,500*
TOTAL LUMP SUM FEE PROPOSED (Excludes Alternate)		**$38,500**

Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, photographs and renderings, document reproduction, postage and delivery costs, additional service consultants, and other project related expenses.

PHASE/TASK/EXPENSE		EST. EXPENSES
1	Testing and travel expenses	$3,400.00
2	Printing expenses	$50.00
TOTAL ESTIMATED REIMBURSABLE EXPENSES		**$3,450.00**

Walker is dedicated to providing you with professional engineering services that fully meet project requirements. To meet this goal, we are available to review this proposal with you, at your convenience, and adapt the Scope of Services as necessary. The foregoing is our understanding of the professional services requested. If there are any other services required at this time, please contact us and we will modify this proposal accordingly.

WALKER CONSULTANTS

Thank you for allowing us this opportunity to propose this work as your Restoration Consultant. Please do not hesitate to call me directly with any questions regarding this proposal at 612-281-3022.

Sincerely,

WALKER CONSULTANTS

Michael H. Retterath
Director of Restoration

Scott R. Froemming, PE
Vice President

Enclosures General Conditions of Agreement for Restoration Services

AUTHORIZATION

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

CITY OF FARGO

Accepted by (Signature) _____

Printed Name _____

Title _____

Date _____

SERVICES

Walker Consultants ("WALKER") will provide the CLIENT professional services that are limited to the work described in the attached letter. Any additional services requested will be provided at our standard hourly rates or for a mutually agreeable lump sum fee. Professional services are provided solely in accordance with written information and documents supplied by the CLIENT, and our services are limited to and furnished solely for the specific use disclosed to us in writing by the CLIENT.

PAYMENT FOR SERVICES

WALKER will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice.

If for any reason the CLIENT does not deliver payment to WALKER within thirty (30) days of date of invoice, the CLIENT agrees to pay WALKER a monthly late charge of one and one-half percent (1.5%) per month of any unpaid balance of the invoice plus attorney's fees and other costs incurred to collect the unpaid sum.

OWNERSHIP OF DOCUMENTS

All documents prepared or provided by WALKER are and remain the property of WALKER as instruments of service. Any use for modifications or extensions of this work, for new projects, or for completion of this project by others without WALKER's specific written consent will be at CLIENT's sole risk.

STANDARD OF CARE

WALKER will perform the Services consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other warranty, express or implied, is made. WALKER's liability to CLIENT and all persons providing work or materials to this project as a result of acts, errors or omissions of WALKER shall be limited to the fee or $10,000, whichever is greater.

Any estimates or projections provided by WALKER will be premised in part upon assumptions provided by the CLIENT. WALKER will not independently investigate the accuracy of the assumptions. Because of the inherent uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, WALKER makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.

CONSEQUENTIAL DAMAGES

The CLIENT and WALKER waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement.

PERIOD OF SERVICE

Services shall be complete the earlier of (1) the date when final documents are accepted by the CLIENT or (2) thirty (30) days after final documents are delivered to the CLIENT.

NON-SOLICITATION

CLIENT agrees that it will not directly or indirectly solicit for employment any WALKER employee providing services on behalf of CLIENT for a period of one year after termination of this agreement. CLIENT agrees that a breach of this provision would have material and adverse impacts on WALKER's business and CLIENT therefore agrees to pay WALKER an amount equal to the annual salary of any employee of WALKER who accepts a position with CLIENT within such one-year period, in addition to all other rights and remedies available to WALKER.

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

(5a)

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

Full, Legal Name of Gaming Organization: VFW Post 762

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: VFW Club			
Street: 202 Broadway	City: Fargo	ZIP Code: ND	County: Cass
Beginning Date(s) Authorized: July 1 2021	Ending Date(s) Authorized: June 30 2022		Number of twenty-one tables if zero, enter "0":
Specific location where games of chance will be conducted and played at the site **(required)**: main bar area - Excluding Bathrooms			
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)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 4/19/21
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)

56

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

Full, Legal Name of Gaming Organization: Fraser Ltd.

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: Golf Addiction			
Street: 4474 23rd Ave S	City: Fargo	ZIP Code: 58104	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22		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**): All locations within the bar/restaurant, excluding restrooms.			
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)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 4/19/21
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

25.00
CC
4/5/21

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

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

Name of Nonprofit Organization or group of people permit is issued to: EL ZAGAL Provost Unit	Date(s) of Activity: 9/10/21 to 1/3/22	For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income: Scott Schafer	Title: Chairman	Business Phone Number: 701-235-7521	
Business Address: 1429 3rd St. N.	City: Fargo	State: ND	Zip Code: 58102
Mailing Address (if different):	City:	State:	Zip Code:
Name of Site Where Game(s) will be Conducted: EL ZAGAL Shrine Temple	Site Address: 1429 3rd St. N.		
City: Fargo	State: ND	Zip Code: 58102	County: Cass

Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Vikings Sports Bid	75 Qtr 100 Fin	325.00

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $40,000 per year) $ 5200.00

Intended uses of gaming proceeds: EL ZAGAL Transportation Fund

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

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

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

Signature of Organization or Group's Top Official	Date	Title	Business Phone Number
[signature]	4/5/2021	Chairman	701-235-7521

(66)

$25.00 CC 4-8-21

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

Application for: [x] Local Permit *[ ] Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to	Date(s) of Activity		For a raffle, provide drawing date(s):
Wienckowski Wolfpack Fundraiser Benefit	5/20/2021 to		05/20/2021
Person Responsible for the Gaming Operation and Disbursement of Net Income	Title		Business Phone Number
Bob Stromberg	Chair		(701) 361-2224
Business Address	City	State	Zip Code
1417 Maple Ln	West Fargo	ND	58078-3414
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted	Site Address		
Fargo Brewing Company	610 N University Drive		
City	State	Zip Code	County
Fargo	ND	58102-4342	Cass

Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.

[ ] Bingo [x] Raffle [x] Raffle Board [ ] Calendar Raffle [ ] Sports Pool [ ] Poker * [ ] Twenty-one * [ ] Paddlewheels *

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Meat Raffle (12)	Ass Frozen Meat	$800.00
Raffle 1	Treager Grill	$1,000.00
Raffle 2	Meat Wagon	$500.00
Raffle 3	Fire Pit Kit	$500.00
Raffle 4	Carson Wentz	$500.00
Raffle 5	TV	$700.00

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $40,000 per year) $ 4,000.00

Intended uses of gaming proceeds: Proceeds are donated back to Wienckowski Family to offset medical costs.
https://lendahandup.org/give/kenny559/

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

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? [x] No [ ] Yes-If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? [x] No [ ] Yes-If "Yes," indicate the total value of all prizes previously awarded: $ _____ . *This amount is part of the total prize limit of $40,000 per year.*

Signature of Organization or Group's Top Official	Date	Title	Business Phone Number
	4/9/2021	Chair	(701) 361-2224

(w) $25.00

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

Application for: [x] Local Permit *[ ] Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to	Date(s) of Activity	For a raffle, provide drawing date(s):
Davies Young Guns	~~4/20/2021 to 5/22/2021~~	May 22, 2021
Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Ryan Youngqren	Head Coach	(701) 799-7453

Business Address	City	State	Zip Code
4257 35th Ave S	Fargo	ND	58104-7513
Mailing Address (if different)	City	State	Zip Code

Name of Site Where Game(s) will be Conducted	Site Address		
Davies High School	7150 25th St S		
City	State	Zip Code	County
Fargo	ND	58104-7513	Cass

Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.

[ ] Bingo [x] Raffle [ ] Raffle Board [ ] Calendar Raffle [ ] Sports Pool [ ] Poker * [ ] Twenty-one * [ ] Paddlewheels *

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	SKB RS400 shotgu	$1,139.00

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $40,000 per year) $ 1,139.00

Intended uses of gaming proceeds: League expenses and youth program expenses for competition

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

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? [x] No [ ] Yes-If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? [x] No [ ] Yes-If "Yes," indicate the total value of all prizes previously awarded: $ _____ . *This amount is part of the total prize limit of $40,000 per year.*

Signature of Organization or Group's Top Official	Date	Title	Business Phone Number
	4.13.21	Head Coach	(701) 799-7453

(lod)

25.00
CC
4/14/21

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

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

Name of Nonprofit Organization or group of people permit is issued to: New Life Center	Date(s) of Activity: 9/28/21 to 9/28/21	For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income: Deb Watne	Title: Dev. Director	Business Phone Number: 701-532-4421	
Business Address: 1902 3rd Ave N	City: Fargo	State: ND	Zip Code: 58102
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted: Delta Hotel	Site Address: 1635 42nd St SW		
City: Fargo	State: ND	Zip Code: 58103	County: Cass

Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Paddle Raffle	Sandy's Donuts for one year	$350
Paddle Raffle	"Night on the Town" (hotel, movie, meal)	$350

Game Type	Description of Prize	Retail Value of Prize

Total: $700 (Limit $40,000 per year)

Intended uses of gaming proceeds: Provide the basic needs of food, shelter, and clothing to those who are homeless and hurting in the Fargo-Moorhead community.

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

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

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

Signature of Organization or Group's Top Official	Date	Title	Business Phone Number
Deb Watne	4-14-21	Dev. Director	701-532-4421

(6e)

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

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

Name of Nonprofit Organization or group of people permit is issued to Fm Walleyes Unlimited, Inc.	Date(s) of Activity to	For a raffle, provide drawing date(s): 10/21/2021	
Person Responsible for the Gaming Operation and Disbursement of Net Income Dave G Wasness	Title Board Member	Business Phone Number (701) 361-5999	
Business Address P.o. Box 1017	City Moorhead	State MN	Zip Code 56560-1017
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted Ramada	Site Address 3333 13th Ave S		
City Fargo	State ND	Zip Code 58103-3333	County Cass

Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	Custom Rod/Reel	$550.00
Raffle	Flag Island Trip	$750.00
Raffle	JC Trip for 2	$400.00
Raffle	LJ Trip for 2	$400.00
Raffle	GMG DB Choice	$500.00
Raffle	GMG DC	$330.00
Raffle	AFTCO Rain Suit	$350.00
Raffle	Fish Ad. Apparel	$200.00
Raffle	Scheels Giftcard	$100.00

Game Type	Description of Prize	Retail Value of Prize
Raffle	Scheels G Card	$100.00
Raffle	Scheels G Card	$100.00
Raffle	Scheels G Card	$100.00
Raffle	Scheels G Card	$100.00
Raffle	ScheelsLifeVest	$240.00
	Total:	(Limit $40,000 per year) $ 4,220.00

Intended uses of gaming proceeds: To fund youth education of fishing in the Fargo area.

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

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

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

Signature of Organization or Group's Top Official	Date	Title	Business Phone Number
Dave Wasness	4/14/2021	Board Member	(701) 361-5999

THE CITY OF Fargo FAR MORE

7a

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

April 8, 2021

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

Re: Memorandum of Offer to Landowner
Permanent & Temporary Easements - Project #FM-19-E

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent & temporary easement in association with Project #FM-19-E. 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 **Jason & Onnolee Nordstrom** in association with Project #FM-19-E 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

Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy J. Morris
Nathan Boerboom

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project	County	Parcel(s)
FM-19-E	Cass	01-0150-00080-000
Landowner Jason & Onnolee Nordstrom		
Mailing Address 1375 Elm Circle N Fargo, ND 58102		

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 $ 24,000.00 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	$ 24,000.00	
Improvements on Right of Way*	$	
Damages to Remainder	$	
Total Offer		$ 24,000.00

*Description of Damages to Remainder are as follows:

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

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

Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

Fargo City Commision 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 **JASON NORDSTROM AND ONNOLEE NORDSTROM**, 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 Lots 5 and 6, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

> Beginning at the northeast corner of said Lot 6; thence North 81°59'06" West, along the northerly line of said Lot 6, for a distance of 103.58 feet to the northeast corner of said Lot 5; thence North 72°35'10" West, along the northerly line of said Lot 5, for a distance of 44.00 feet; thence South 30°24'01" East for a distance of 16.00 feet; thence South 74°13'36" East for a distance of 132.00 feet to a point of intersection with the easterly line of said Lot 6; thence North 23°07'28" East, along the easterly line of said Lot 6, for a distance of 24.00 feet to the point of beginning.

Said tract contains 2,084 square feet, more or less.

The said property is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

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 floodwall 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.)

IN WITNESS WHEREOF, Grantor set its hand and caused this instrument to be executed this 7 day of APRIL, 2021.

GRANTOR:

Jason Nordstrom

Onnolee Nordstrom

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

On this 7 day of APRIL, 2021, before me, a notary public in and for said county and state, personally appeared **Jason Nordstrom and Onnolee Nordstrom,** described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)

SHAWN G. BULLINGER
Notary Public
State of North Dakota
My Commission Expires May 18, 2021

Notary Public
Cass County, North Dakota

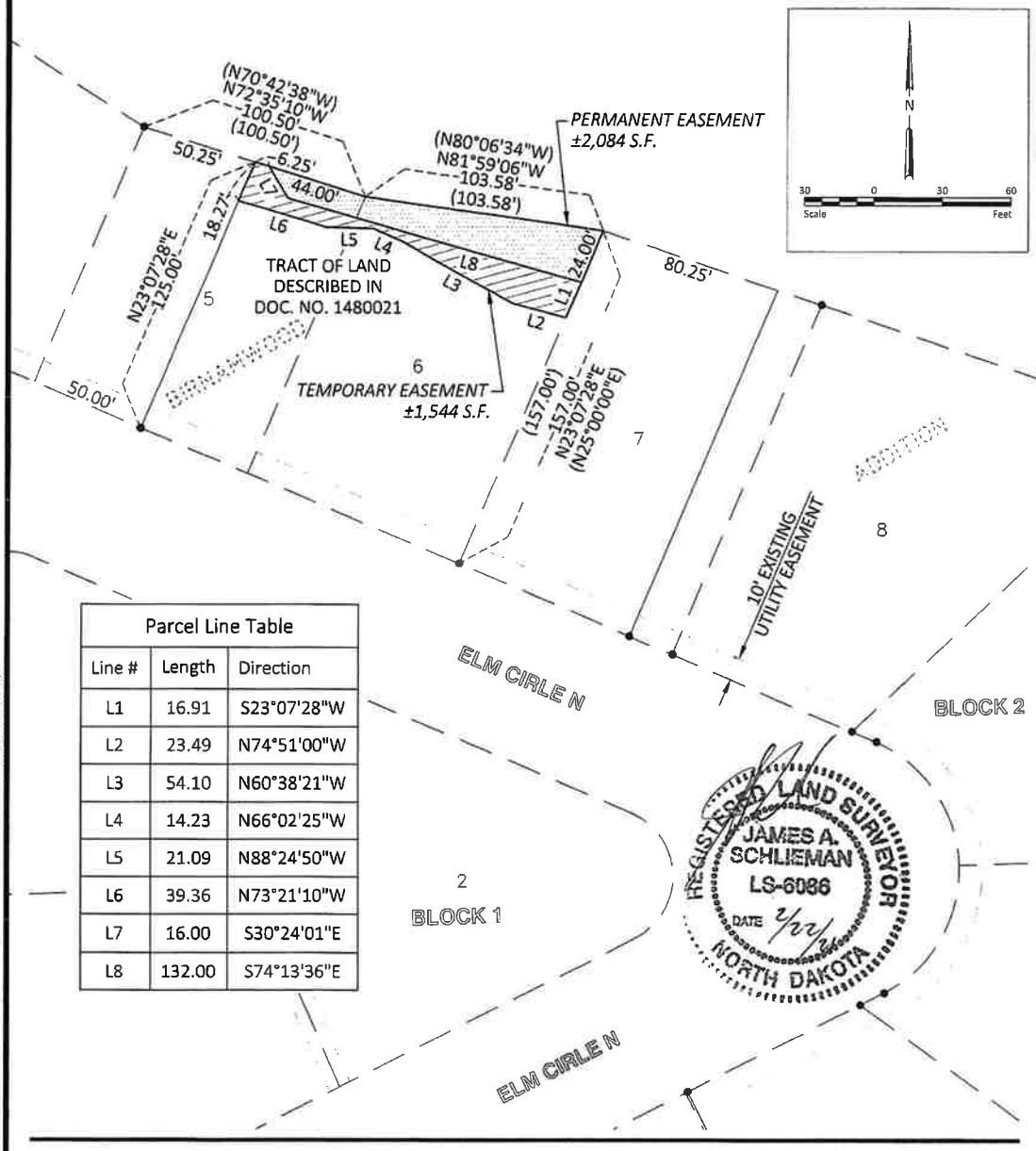
The legal description was prepared by:
James A. Schlieman
Registered Land Surveyor
LS-6086
Houston Engineering Inc.
1401 21st Ave. N.
Fargo, ND 58102
(701) 237-5065

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

Exhibit "A"

PART OF LOTS 5 & 6, BLOCK 2
BIRNAMWOOD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: JASON & ONNOLEE NORDSTROM



Parcel Line Table		
Line #	Length	Direction
L1	16.91	S23°07'28"W
L2	23.49	N74°51'00"W
L3	54.10	N60°38'21"W
L4	14.23	N66°02'25"W
L5	21.09	N88°24'50"W
L6	39.36	N73°21'10"W
L7	16.00	S30°24'01"E
L8	132.00	S74°13'36"E

REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6086
DATE 2/22/21
NORTH DAKOTA

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.

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0166	ELM CIRCLE AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2

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Exhibit "A"

PART OF LOTS 5 & 6, BLOCK 2
BIRNAMWOOD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: JASON & ONNOLEE NORDSTROM

Description - Permanent Easement:

That part of Lots 5 and 6, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the northeast corner of said Lot 6; thence North 81°59'06" West, along the northerly line of said Lot 6, for a distance of 103.58 feet to the northeast corner of said Lot 5; thence North 72°35'10" West, along the northerly line of said Lot 5, for a distance of 44.00 feet; thence South 30°24'01" East for a distance of 16.00 feet; thence South 74°°13'36" East for a distance of 132.00 feet to a point of intersection with the easterly line of said Lot 6; thence North 23°07'28" East, along the easterly line of said Lot 6, for a distance of 24.00 feet to the point of beginning.

Said tract contains 2,084 square feet, more or less.

Description - Temporary Easement:

That part of Lots 5 and 6, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 6; thence South 23°07'28" West, along the easterly line of said Lot 6, for a distance of 24.00 feet to the true point of beginning; thence continue South 23°07'28" West, along the easterly line of said Lot 6, for a distance of 16.91 feet; thence North 74°51'00" West for a distance of 23.49 feet; thence North 60°38'21" West for a distance of 54.10 feet; thence North 66°02'25" West for a distance of 14.23 feet; thence North 88°24'50" West for a distance of 21.09 feet; thence North 73°21'10" West for a distance of 39.36 feet to a point of intersection with the westerly line of a tract of land described in Document No. 1480021, on file at the Cass County Recorder's Office; thence North 23°07'28" East, along the westerly line of said tract of land described in Document No. 1480021, for a distance of 18.27 feet to a point of intersection with the northerly line of said Lot 5; thence South 72°35'10" East, along the northerly line of said Lot 5, for a distance of 6.25 feet; thence South 30°24'01" East for a distance of 16.00 feet; thence South 74°13'36" East for a distance of 132.00 feet to the true point of beginning.

Said tract contains 1,544 square feet, more or less.

REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6086
DATE 2/22/22
NORTH DAKOTA

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0166	ELM CIRCLE AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2

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PERMANENT EASEMENT
(Storm Sewer)

KNOW ALL MEN BY THESE PRESENTS that **JASON NORDSTROM AND ONNOLEE NORDSTROM,** 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 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 Lots 5 and 6, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the northeast corner of said Lot 6; thence North 81°59'06" West, along the northerly line of said Lot 6, for a distance of 103.58 feet to the northeast corner of said Lot 5; thence North 72°35'10" West, along the northerly line of said Lot 5, for a distance of 44.00 feet; thence South 30°24'01" East for a distance of 16.00 feet; thence South 74°13'36" East for a distance of 132.00 feet to a point of intersection with the easterly line of said Lot 6; thence North 23°07'28" East, along the easterly line of said Lot 6, for a distance of 24.00 feet to the point of beginning.

Said tract contains 2,084 square feet, more or less.

Said parcel is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenant to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described tract of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said storm sewer and customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings or other obstacles of any kind shall be placed or located upon the tract so as to interfere in any manner with the construction, operation, maintenance or repair of said storm sewer including customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said storm sewer and customary appurtenances was begun.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 7 day of APRIL, 2021.

GRANTOR:

Jason Nordstrom

Onnolee Nordstrom

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

On this 7 day of APRIL, 2021, before me, a notary public in and for said county and state, personally appeared **Jason Nordstrom and Onnolee Nordstrom,** described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

SHAWN G. BULLINGER
Notary Public
State of North Dakota
My Commission Expires May 18, 2021

(SEAL)

Notary Public
Cass County, North Dakota

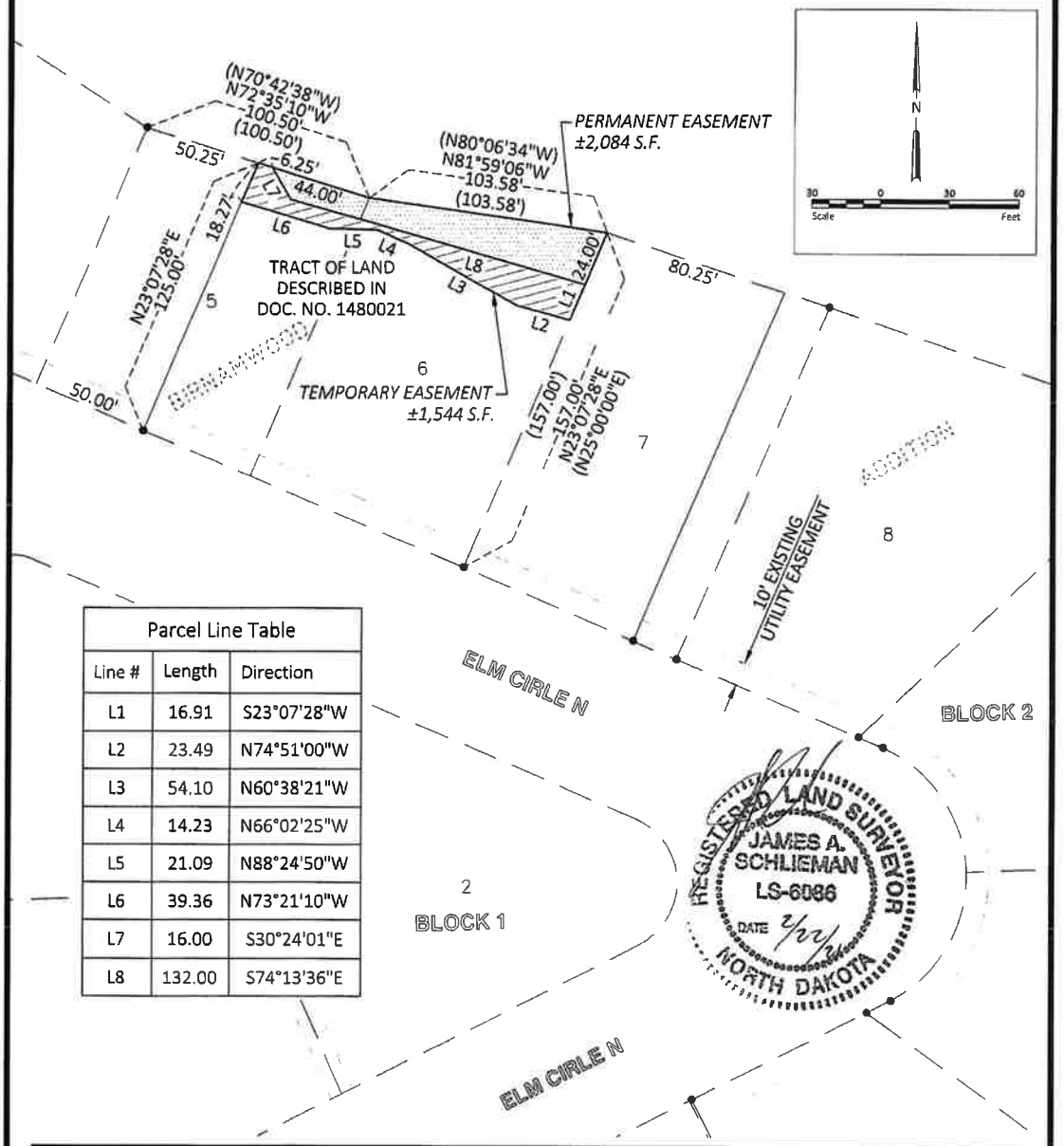
The legal description was prepared by:
James A. Schlieman
Registered Land Surveyor
LS-6086
Houston Engineering Inc.
1401 21st Ave. N.
Fargo, ND 58102
(701) 237-5065

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

Exhibit "A"

PART OF LOTS 5 & 6, BLOCK 2
BIRNAMWOOD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: JASON & ONNOLEE NORDSTROM



Parcel Line Table		
Line #	Length	Direction
L1	16.91	S23°07'28"W
L2	23.49	N74°51'00"W
L3	54.10	N60°38'21"W
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L6	39.36	N73°21'10"W
L7	16.00	S30°24'01"E
L8	132.00	S74°13'36"E

REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6086
DATE 2/22/2
NORTH DAKOTA

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.

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0166	ELM CIRCLE AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2

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Exhibit "A"

PART OF LOTS 5 & 6, BLOCK 2
BIRNAMWOOD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: JASON & ONNOLEE NORDSTROM

Description - Permanent Easement:

That part of Lots 5 and 6, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the northeast corner of said Lot 6; thence North 81°59'06" West, along the northerly line of said Lot 6, for a distance of 103.58 feet to the northeast corner of said Lot 5; thence North 72°35'10" West, along the northerly line of said Lot 5, for a distance of 44.00 feet; thence South 30°24'01" East for a distance of 16.00 feet; thence South 74°13'36" East for a distance of 132.00 feet to a point of intersection with the easterly line of said Lot 6; thence North 23°07'28" East, along the easterly line of said Lot 6, for a distance of 24.00 feet to the point of beginning.

Said tract contains 2,084 square feet, more or less.

Description - Temporary Easement:

That part of Lots 5 and 6, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 6; thence South 23°07'28" West, along the easterly line of said Lot 6, for a distance of 24.00 feet to the true point of beginning; thence continue South 23°07'28" West, along the easterly line of said Lot 6, for a distance of 16.91 feet; thence North 74°51'00" West for a distance of 23.49 feet; thence North 60°38'21" West for a distance of 54.10 feet; thence North 66°02'25" West for a distance of 14.23 feet; thence North 88°24'50" West for a distance of 21.09 feet; thence North 73°21'10" West for a distance of 39.36 feet to a point of intersection with the westerly line of a tract of land described in Document No. 1480021, on file at the Cass County Recorder's Office; thence North 23°07'28" East, along the westerly line of said tract of land described in Document No. 1480021, for a distance of 18.27 feet to a point of intersection with the northerly line of said Lot 5; thence South 72°35'10" East, along the northerly line of said Lot 5, for a distance of 6.25 feet; thence South 30°24'01" East for a distance of 16.00 feet; thence South 74°13'36" East for a distance of 132.00 feet to the true point of beginning.

Said tract contains 1,544 square feet, more or less.

REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6086
DATE 2/22/22
NORTH DAKOTA

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0166	ELM CIRCLE 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 **JASON NORDSTROM AND ONNOLEE NORDSTROM,** 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 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 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 Lots 5 and 6, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

> Commencing at the northeast corner of said Lot 6; thence South 23°07'28" West, along the easterly line of said Lot 6, for a distance of 24.00 feet to the true point of beginning; thence continue South 23°07'28" West, along the easterly line of said Lot 6, for a distance of 16.91 feet; thence North 74°51'00" West for a distance of 23.49 feet; thence North 60°38'21" West for a distance of 54.10 feet; thence North 66°02'25" West for a distance of 14.23 feet; thence North 88°24'50" West for a distance of 21.09 feet; thence North 73°21'10" West for a distance of 39.36 feet to a point of intersection with the westerly line of a tract of land described in Document No. 1480021, on file at the Cass County Recorder's Office; thence North 23°07'28" East, along the westerly line of said tract of land described in Document No. 1480021, for a distance of 18.27 feet to a point of intersection with the northerly line of said Lot 5; thence South 72°35'10" East, along the northerly line of said Lot 5, for a distance of 6.25 feet; thence South 30°24'01" East for a distance of 16.00 feet; thence South 74°13'36" East for a distance of 132.00 feet to the true point of beginning.

Said tract contains 1,544 square feet, more or less.

Said parcel is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby 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 it 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 July 1, 2022.

(Signatures on the following page)

IN WITNESS WHEREOF, Grantor set her hand and caused this instrument to be executed this 7 day of APRIL, 2021.

GRANTOR:

Jason Nordstrom

Onnolee Nordstrom

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

On this 7 day of APRIL, 2021, before me, a notary public in and for said county and state, personally appeared **Jason Nordstrom and Onnolee Nordstrom,** described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

SHAWN G. BULLINGER
Notary Public
State of North Dakota
My Commission Expires May 18, 2021

(SEAL)

Notary Public
Cass County, North Dakota

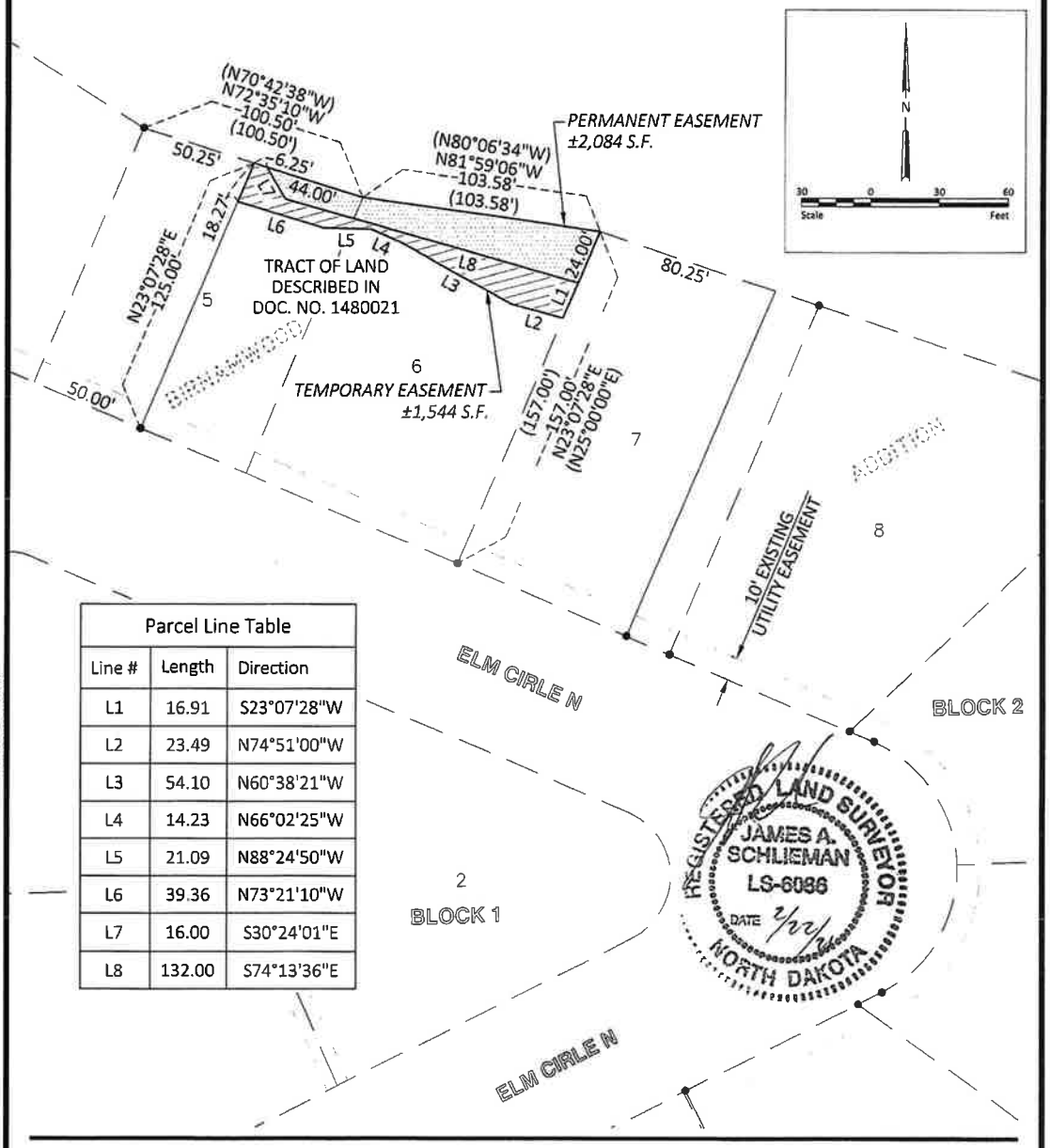
The legal description was prepared by:
James A. Schlieman
Registered Land Surveyor
LS-6086
Houston Engineering Inc.
1401 21st Ave. N.
Fargo, ND 58102
(701) 237-5065

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

Exhibit "A"

PART OF LOTS 5 & 6, BLOCK 2
BIRNAMWOOD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: JASON & ONNOLEE NORDSTROM



Parcel Line Table		
Line #	Length	Direction
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L6	39.36	N73°21'10"W
L7	16.00	S30°24'01"E
L8	132.00	S74°13'36"E

REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6086
DATE 2/22/21
NORTH DAKOTA

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.

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0166	ELM CIRCLE AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2

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Exhibit "A"

PART OF LOTS 5 & 6, BLOCK 2
BIRNAMWOOD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: JASON & ONNOLEE NORDSTROM

Description - Permanent Easement:

That part of Lots 5 and 6, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the northeast corner of said Lot 6; thence North 81°59'06" West, along the northerly line of said Lot 6, for a distance of 103.58 feet to the northeast corner of said Lot 5; thence North 72°35'10" West, along the northerly line of said Lot 5, for a distance of 44.00 feet; thence South 30°24'01" East for a distance of 16.00 feet; thence South 74°°13'36" East for a distance of 132.00 feet to a point of intersection with the easterly line of said Lot 6; thence North 23°07'28" East, along the easterly line of said Lot 6, for a distance of 24.00 feet to the point of beginning.

Said tract contains 2,084 square feet, more or less.

Description - Temporary Easement:

That part of Lots 5 and 6, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 6; thence South 23°07'28" West, along the easterly line of said Lot 6, for a distance of 24.00 feet to the true point of beginning; thence continue South 23°07'28" West, along the easterly line of said Lot 6, for a distance of 16.91 feet; thence North 74°51'00" West for a distance of 23.49 feet; thence North 60°38'21" West for a distance of 54.10 feet; thence North 66°02'25" West for a distance of 14.23 feet; thence North 88°24'50" West for a distance of 21.09 feet; thence North 73°21'10" West for a distance of 39.36 feet to a point of intersection with the westerly line of a tract of land described in Document No. 1480021, on file at the Cass County Recorder's Office; thence North 23°07'28" East, along the westerly line of said tract of land described in Document No. 1480021, for a distance of 18.27 feet to a point of intersection with the northerly line of said Lot 5; thence South 72°35'10" East, along the northerly line of said Lot 5, for a distance of 6.25 feet; thence South 30°24'01" East for a distance of 16.00 feet; thence South 74°13'36" East for a distance of 132.00 feet to the true point of beginning.

Said tract contains 1,544 square feet, more or less.

REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6086
DATE 2/22/2
NORTH DAKOTA

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0166	ELM CIRCLE AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2

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THE CITY OF Fargo FAR MORE

(76)

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

April 7, 2021

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

Re: Memorandum of Offer to Landowner
Permanent & Temporary Easements - Project #FM-19-F

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent & temporary easement in association with Project #FM-19-F. 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 the **Park District of the City of Fargo** in association with Project #FM-19-F and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy J. Morris
Nathan Boerboom

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project	County	Parcel(s)
FM-19-F	Cass	01-2200-01290-00 & 01-2200-00340-000
Landowner Park District of the City of Fargo		
Mailing Address 701 Main Ave Fargo, ND 58103		

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

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of $ 17,347.00 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	$ 17,347.00	
Improvements on Right of Way*	$	
Damages to Remainder	$	
Total Offer		$ 17,347.00

*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

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

Timothy J. Mahoney
MAYOR

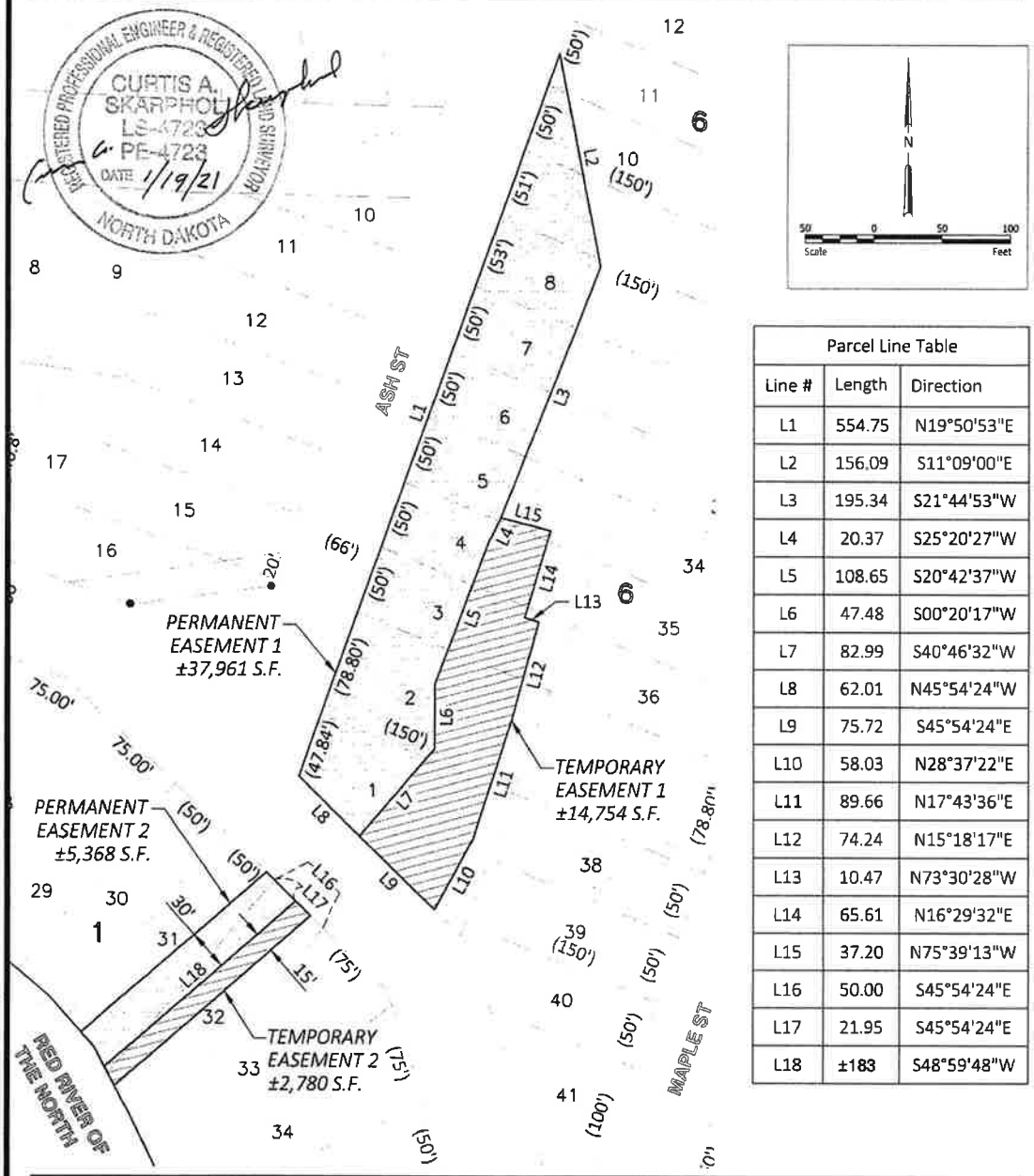
SIGNATURE

DATE

Exhibit A

PART OF BLOCK 6 & BLOCK 1
OAK GROVE ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: FARGO PARK DISTRICT



Parcel Line Table		
Line #	Length	Direction
L1	554.75	N19°50'53"E
L2	156.09	S11°09'00"E
L3	195.34	S21°44'53"W
L4	20.37	S25°20'27"W
L5	108.65	S20°42'37"W
L6	47.48	S00°20'17"W
L7	82.99	S40°46'32"W
L8	62.01	N45°54'24"W
L9	75.72	S45°54'24"E
L10	58.03	N28°37'22"E
L11	89.66	N17°43'36"E
L12	74.24	N15°18'17"E
L13	10.47	N73°30'28"W
L14	65.61	N16°29'32"E
L15	37.20	N75°39'13"W
L16	50.00	S45°54'24"E
L17	21.95	S45°54'24"E
L18	±183	S48°59'48"W

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.

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0167	OAK GROVE AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 1 OF 3

H:\JBN\6000\6059\6059_0167\CAD\Easements\6059-0167 Park District Easement Exhibit.dwg-Sheet 1-1/19/2021 2:36 PM-(dbuchholtz)

1-19-21

Exhibit A

PART OF BLOCK 6 & BLOCK 1
OAK GROVE ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: FARGO PARK DISTRICT

Description - Permanent Easement 1:

That part of Block 6, Oak Grove Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the southwest corner of said Block 6, thence North 19°50'53" East, along the westerly line of said Block 6, for a distance of 554.75 feet; thence South 11°09'00" East for a distance of 156.09 feet; thence South 21°44'53" West for a distance of 195.34 feet; thence South 25°20'27" West for a distance of 20.37 feet; thence South 20°42'37" West for a distance of 108.65 feet; thence South 00°20'17" West for a distance of 47.48 feet; thence South 40°46'32" West for a distance of 82.99 feet to a point of intersection with the southerly line of said Block 6; thence North 45°54'24" West, along the southerly line of said Block 6, for a distance of 62.01 feet to the Point of Beginning.

Said tract contains 37,961 square feet, more or less.

Description - Temporary Easement 1:

That part of Block 6, Oak Grove Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Block 6, thence South 45°54'24" East along the southerly line of said Block 6, for a distance of 62.01 feet to the True Point of Beginning; thence continue South 45°54'24" East along the southerly line of said Block 6, for a distance of 75.72 feet; thence North 28°37'22" East for a distance of 58.03 feet; thence North 17°43'36" East for a distance of 89.66 feet; thence North 15°18'17" East for a distance of 74.24 feet; thence North 73°30'28" West for a distance of 10.47 feet; thence North 16°29'32" East for a distance of 65.61 feet; thence North 75°39'13" West for a distance of 37.20 feet; thence South 25°20'27" West for a distance of 20.37 feet; thence South 20°42'37" West for a distance of 108.65 feet; thence South 00°20'17" West for a distance of 47.48 feet; thence South 40°46'32" West for a distance of 82.99 feet to the True Point of Beginning.

Said tract contains 14,754 square feet, more or less.

REGISTERED PROFESSIONAL ENGINEER & REGISTERED LAND SURVEYOR
CURTIS A. SKARPHOL
LS-4723
PE-4723
DATE 1/19/21
NORTH DAKOTA

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.

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0167	OAK GROVE AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 2 OF 3

1-19-21

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Exhibit A

PART OF BLOCK 6 & BLOCK 1
OAK GROVE ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: FARGO PARK DISTRICT

Description - Permanent Easement 2:

That part of Lots 31 and 32, Block 1, Oak Grove Addition to the City of Fargo, Cass County, North Dakota, described as follows:

A strip of land 30.00 feet wide, lying northwesterly of and being coincident with the following described line:

Commencing at the most northerly corner of said Lot 32; thence South 45°54'24" East, along the northeasterly line of said Lot 32, for a distance of 21.95 feet to the True Point of Beginning of the line to be described; thence South 48°59'48" West for a distance of 183 feet, more or less, to a point of intersection with the westerly bank of the Red River of the North, said line there terminating. Said strip shall be lengthened or shortened as necessary to intersect the northeasterly line of said Block 1 on the northeast and to intersect the westerly bank of said Red River of the North on the southwest.

Said tract contains 5,368 square feet, more or less.

Description - Temporary Easement 2:

That part of Lots 31 and 32, Block 1, Oak Grove Addition to the City of Fargo, Cass County, North Dakota, described as follows:

A strip of land 15.00 feet wide, lying southeasterly of and being coincident with the following described line:

Commencing at the most northerly corner of said Lot 32; thence South 45°54'24" East, along the northeasterly line of said Lot 32, for a distance of 21.95 feet to the True Point of Beginning of the line to be described; thence South 48°59'48" West for a distance of 183 feet, more or less, to a point of intersection with the westerly bank of the Red River of the North, said line there terminating. Said strip shall be lengthened or shortened as necessary to intersect the northeasterly line of said Block 1 on the northeast and to intersect the westerly bank of said Red River of the North on the southwest.

Said tract contains 2,780 square feet, more or less.

REGISTERED PROFESSIONAL ENGINEER & REGISTERED LAND SURVEYOR
CURTIS A. SKARPHOL
LS-4723
PE-4723
DATE 1/19/21
NORTH DAKOTA

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.

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0167	OAK GROVE AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 2 OF 3

1-19-21

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THE CITY OF Fargo FAR MORE

(10)

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

April 7, 2021

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

Re: Memorandum of Offer to Landowner
Permanent & Temporary Easements - Project #FM-19-E

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent & temporary easement in association with Project #FM-19-E. 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 **Dmitri S. Kilin & Svetlana V. Kilina** in association with Project #FM-19-E 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

Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy J. Morris
Nathan Boerboom

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project	County	Parcel(s)
FM-19-E	Cass	01-0150-00120-000

Landowner Dmitri S. Kilin & Svetlana V. Kilina

Mailing Address 1355 Elm Circle N Fargo, ND 58102

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 $ 69,153.00 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	$ 69,153.00	
Improvements on Right of Way*	$	
Damages to Remainder	$	
Total Offer		$ 69,153.00

*Description of Damages to Remainder are as follows:

4/1/2021

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

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

Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

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

Timothy J. Mahoney
MAYOR

SIGNATURE

DATE

PERMANENT EASEMENT
(Storm Sewer)

KNOW ALL MEN BY THESE PRESENTS that **DMITRI KILIN AND SVETLANA KILINA,** 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 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 9, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the most northerly corner of said Lot 9; thence South 47°06'53" West, along the northwesterly line of said Lot 9, for a distance of 49.00 feet; thence South 47°33'50" East for a distance of 40.00 feet; thence South 26°00'32" East for a distance of 57.00 feet; thence South 01°21'40" East for a distance of 75.00 feet to a point of intersection with the southerly line of said Lot 9; thence North 88°07'28" East, along the southerly line of said Lot 9, for a distance of 100.00 feet; thence North 00°11'25" West for a distance of 52.00 feet to a point of intersection with the northeasterly line of said Lot 9; thence North 32°15'20" West, along the northeasterly line of said Lot 9, for a distance of 136.37 feet to an angle point on the northeasterly line of said Lot 9; thence North 71°24'02" West, along the northeasterly line of said Lot 9, for a distance of 50.00 feet to the point

of beginning.

Said tract contains 15,917 square feet, more or less.

Said parcel is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenant to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described tract of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said storm sewer and customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings or other obstacles of any kind shall be placed or located upon the tract so as to interfere in any manner with the construction, operation, maintenance or repair of said storm sewer including customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said storm sewer and customary appurtenances was begun.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 01 day of April, 2021.

GRANTOR:

Dmitri Kilin

Svetlana Kilina

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

On this 01 day of April, 2021, before me, a notary public in and for said county and state, personally appeared **Dmitri Kilin and Svetlana Kilina** described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)

BRIAN KLAERS
Notary Public
State of North Dakota
My Commission Expires December 11, 2023

Notary Public
Cass County, North Dakota

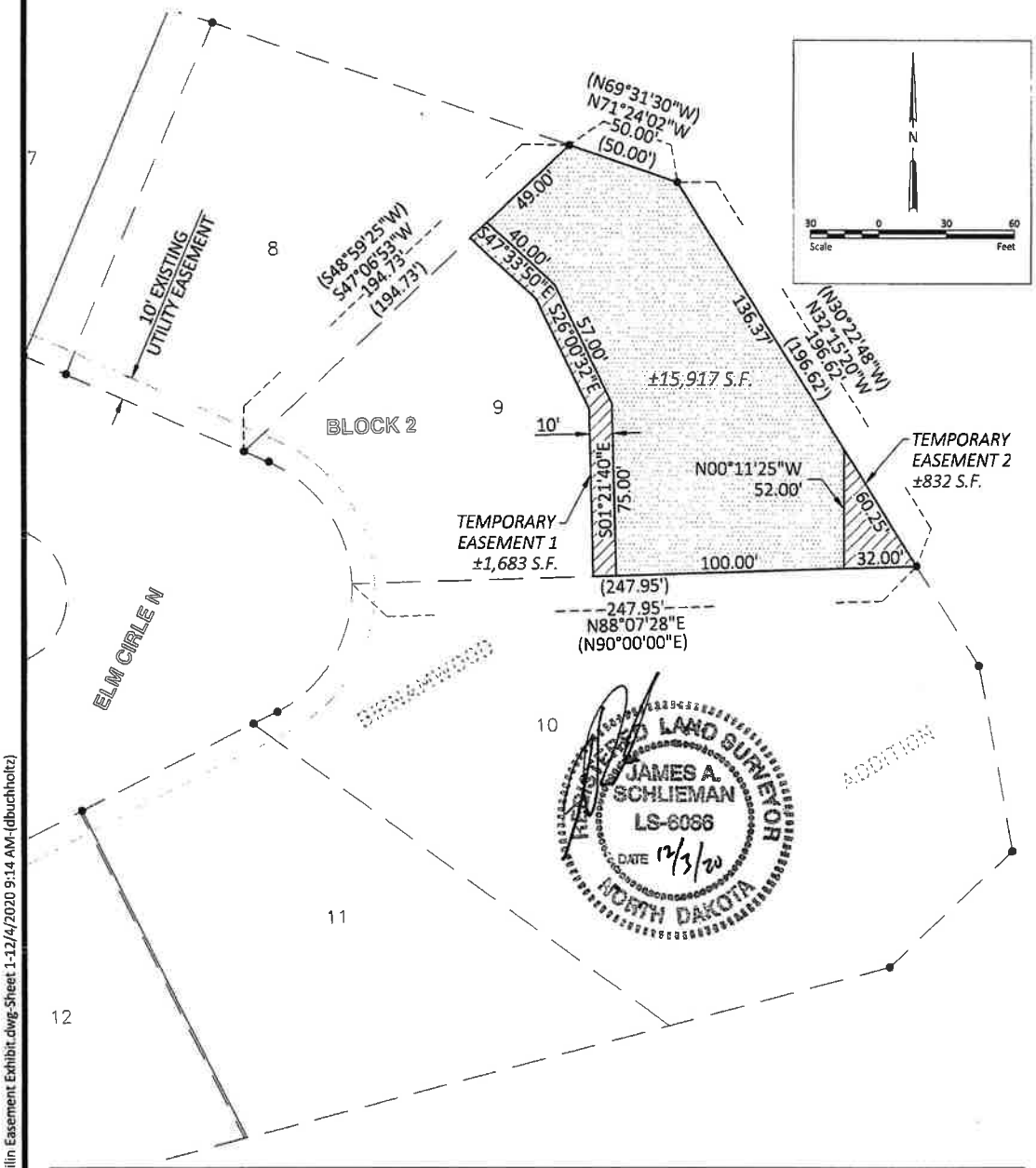
The legal description was prepared by:
James A. Schlieman
Registered Land Surveyor
LS-6086
Houston Engineering Inc.
1401 21st Ave. N.
Fargo, ND 58102
(701) 237-5065

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

Exhibit "A"

PART OF LOT 9, BLOCK 2
BIRNAMWOOD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: DMITRI KILIN & SVETLANA KILINA



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.

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0166	ELM CIRCLE AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2

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12-3-20

Exhibit "A"

PART OF LOT 9, BLOCK 2
BIRNAMWOOD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: DMITRI KILIN & SVETLANA KILINA

Description - Permanent Easement:

That part of Lot 9, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the most northerly corner of said Lot 9; thence South 47°06'53" West, along the northwesterly line of said Lot 9, for a distance of 49.00 feet; thence South 47°33'50" East for a distance of 40.00 feet; thence South 26°00'32" East for a distance of 57.00 feet; thence South 01°21'40" East for a distance of 75.00 feet to a point of intersection with the southerly line of said Lot 9; thence North 88°07'28" East, along the southerly line of said Lot 9, for a distance of 100.00 feet; thence North 00°11'25" West for a distance of 52.00 feet to a point of intersection with the northeasterly line of said Lot 9; thence North 32°15'20" West, along the northeasterly line of said Lot 9, for a distance of 136.37 feet to an angle point on the northeasterly line of said Lot 9; thence North 71°24'02" West, along the northeasterly line of said Lot 9, for a distance of 50.00 feet to the point of beginning.

Said tract contains 15,917 square feet, more or less.

Description - Temporary Easement 1:

That part of Lot 9, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

A strip of land 10.00 feet wide, lying westerly of and being coincident with the following described line:

Commencing at the most northerly corner of said Lot 9; thence South 47°06'53" West, along the northwesterly line of said Lot 9, for a distance of 49.00 feet to the true point of beginning of the line to be described; thence South 47°33'50" East for a distance of 40.00 feet; thence South 26°00'32" East for a distance of 57.00 feet; thence South 01°21'40" East for a distance of 75.00 feet to a point of intersection with the southerly line of said Lot 9, said line there terminating. Said strip shall be lengthened or shortened as necessary to intersect the northwesterly line of said Lot 9 on the north and to intersect the southerly line of said Lot 9 on the south.

REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6036
DATE 12/3/20
NORTH DAKOTA

Said tract contains 1,683 square feet, more or less.

Description - Temporary Easement 2:

That part of Lot 9, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the southeast corner of said Lot 9; thence South 88°07'28" West, along the southerly line of said Lot 9, for a distance of 32.00 feet; thence North 00°11'25" West for a distance of 52.00 feet to a point of intersection with the northeasterly line of said Lot 9; thence South 32°15'20" East, along the northeasterly line of said Lot 9, for a distance of 60.25 feet to the point of beginning.

Said tract contains 832 square feet, more or less.

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0166	ELM CIRCLE AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2

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12-3-20

PERMANENT EASEMENT
(Levee and Retaining Wall for Flood Control)

KNOW ALL MEN BY THESE PRESENTS that **DMITRI KILIN AND SVETLANA KILINA**, 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 9, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the most northerly corner of said Lot 9; thence South 47°06'53" West, along the northwesterly line of said Lot 9, for a distance of 49.00 feet; thence South 47°33'50" East for a distance of 40.00 feet; thence South 26°00'32" East for a distance of 57.00 feet; thence South 01°21'40" East for a distance of 75.00 feet to a point of intersection with the southerly line of said Lot 9; thence North 88°07'28" East, along the southerly line of said Lot 9, for a distance of 100.00 feet; thence North 00°11'25" West for a distance of 52.00 feet to a point of intersection with the northeasterly line of said Lot 9; thence North 32°15'20" West, along the northeasterly line of said Lot 9, for a distance of 136.37 feet to an angle point on the northeasterly line of said Lot 9; thence North 71°24'02" West, along the northeasterly line of said Lot 9, for a distance of 50.00 feet to the point of beginning.

Said tract contains 15,917 square feet, more or less.

The said property is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

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.)

IN WITNESS WHEREOF, Grantor set its hand and caused this instrument to be executed this 01 day of April, 2021.

GRANTOR:

Dmitri Kilin

Svetlana Kilina

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

On this 01 day of April, 2021, before me, a notary public in and for said county and state, personally appeared **Dmitri Kilin and Svetlana Kilina** described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)

BRIAN KLAERS
Notary Public
State of North Dakota
My Commission Expires December 11, 2023

Notary Public
Cass County, North Dakota

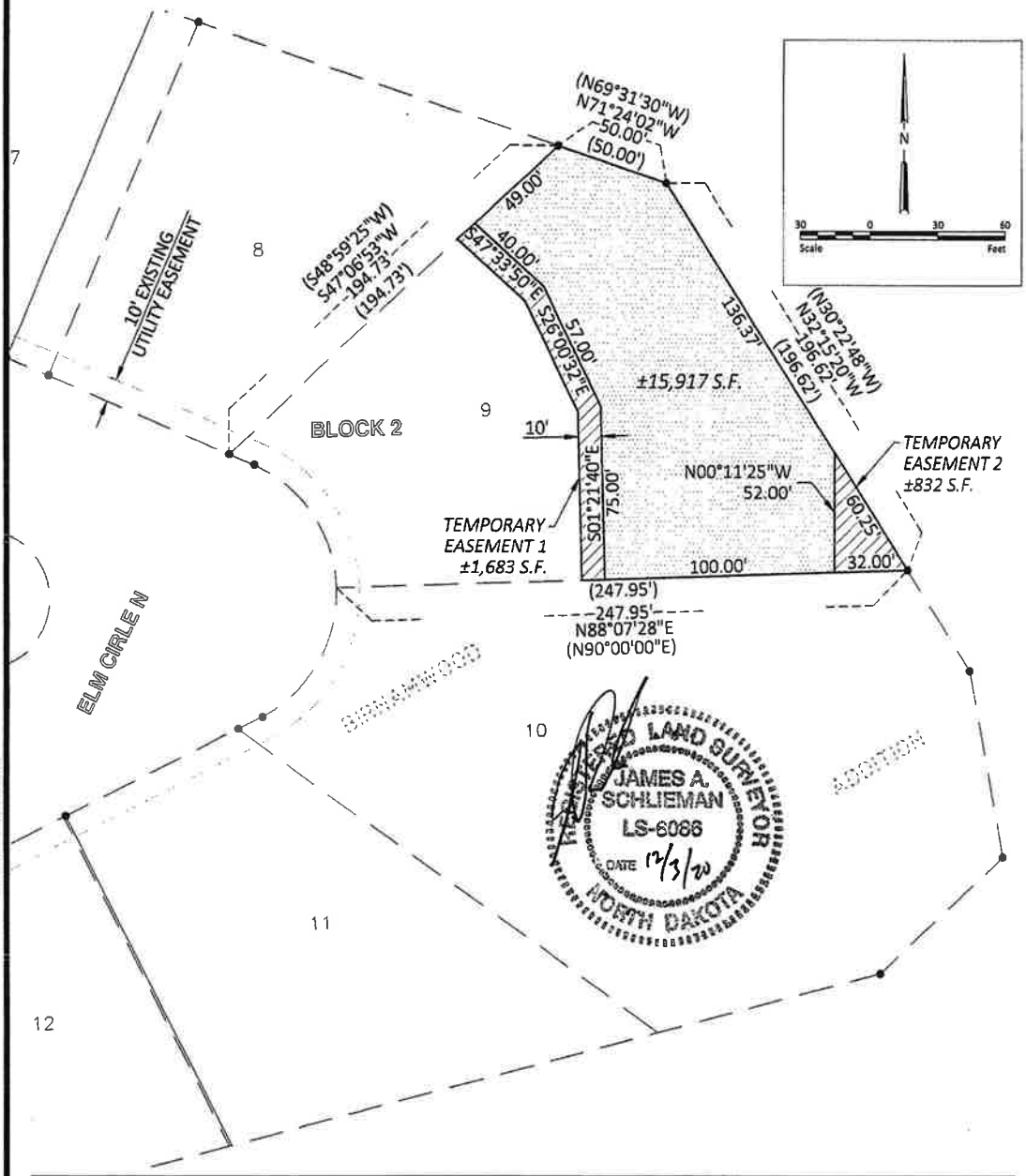
The legal description was prepared by:
James A. Schlieman
Registered Land Surveyor
LS-6086
Houston Engineering Inc.
1401 21st Ave. N.
Fargo, ND 58102
(701) 237-5065

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

Exhibit "A"

PART OF LOT 9, BLOCK 2
BIRNAMWOOD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: DMITRI KILIN & SVETLANA KILINA



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.

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0166	ELM CIRCLE AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2

12-3-20

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Exhibit "A"

PART OF LOT 9, BLOCK 2
BIRNAMWOOD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: DMITRI KILIN & SVETLANA KILINA

Description - Permanent Easement:

That part of Lot 9, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the most northerly corner of said Lot 9; thence South 47°06'53" West, along the northwesterly line of said Lot 9, for a distance of 49.00 feet; thence South 47°33'50" East for a distance of 40.00 feet; thence South 26°00'32" East for a distance of 57.00 feet; thence South 01°21'40" East for a distance of 75.00 feet to a point of intersection with the southerly line of said Lot 9; thence North 88°07'28" East, along the southerly line of said Lot 9, for a distance of 100.00 feet; thence North 00°11'25" West for a distance of 52.00 feet to a point of intersection with the northeasterly line of said Lot 9; thence North 32°15'20" West, along the northeasterly line of said Lot 9, for a distance of 136.37 feet to an angle point on the northeasterly line of said Lot 9; thence North 71°24'02" West, along the northeasterly line of said Lot 9, for a distance of 50.00 feet to the point of beginning.

Said tract contains 15,917 square feet, more or less.

Description - Temporary Easement 1:

That part of Lot 9, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

A strip of land 10.00 feet wide, lying westerly of and being coincident with the following described line:

Commencing at the most northerly corner of said Lot 9; thence South 47°06'53" West, along the northwesterly line of said Lot 9, for a distance of 49.00 feet to the true point of beginning of the line to be described; thence South 47°33'50" East for a distance of 40.00 feet; thence South 26°00'32" East for a distance of 57.00 feet; thence South 01°21'40" East for a distance of 75.00 feet to a point of intersection with the southerly line of said Lot 9, said line there terminating. Said strip shall be lengthened or shortened as necessary to intersect the northwesterly line of said Lot 9 on the north and to intersect the southerly line of said Lot 9 on the south.

REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6086
DATE 12/3/20
NORTH DAKOTA

Said tract contains 1,683 square feet, more or less.

Description - Temporary Easement 2:

That part of Lot 9, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the southeast corner of said Lot 9; thence South 88°07'28" West, along the southerly line of said Lot 9, for a distance of 32.00 feet; thence North 00°11'25" West for a distance of 52.00 feet to a point of intersection with the northeasterly line of said Lot 9; thence South 32°15'20" East, along the northeasterly line of said Lot 9, for a distance of 60.25 feet to the point of beginning.

Said tract contains 832 square feet, more or less.

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0166	ELM CIRCLE AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2

12-3-20

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EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **DMITRI KILIN AND SVETLANA KILINA,** 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 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 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 9, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

A strip of land 10.00 feet wide, lying westerly of and being coincident with the following described line:

Commencing at the most northerly corner of said Lot 9; thence South 47°06'53" West, along the northwesterly line of said Lot 9, for a distance of 49.00 feet to the true point of beginning of the line to be described; thence South 47°33'50" East for a distance of 40.00 feet; thence South 26°00'32" East for a distance of 57.00 feet; thence South 01°21'40" East for a distance of 75.00 feet to a point of intersection with the southerly line of said Lot 9, said line there terminating. Said strip shall be lengthened or shortened as necessary to intersect the northwesterly line of said Lot 9 on the north and to intersect the southerly line of said Lot 9 on the south.

Said tract contains 1,683 square feet, more or less.

AND

That part of Lot 9, Block 2, Birnamwood Addition to the City of Fargo, Cass County,

North Dakota, described as follows:

> Beginning at the southeast corner of said Lot 9; thence South 88°07'28" West, along the southerly line of said Lot 9, for a distance of 32.00 feet; thence North 00°11'25" West for a distance of 52.00 feet to a point of intersection with the northeasterly line of said Lot 9; thence South 32°15'20" East, along the northeasterly line of said Lot 9, for a distance of 60.25 feet to the point of beginning.

Said tract contains 832 square feet, more or less.

Said parcel is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby 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 agree it 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 July 1, 2022.

(Signatures on the following page)

IN WITNESS WHEREOF, Grantor set its hand and caused this instrument to be executed this 01 day of April, 2021.

GRANTOR:

Dmitri Kilin

Svetlana Kilina

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

On this 01 day of April, 2021, before me, a notary public in and for said county and state, personally appeared **Dmitri Kilin and Svetlana Kilina** described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)

BRIAN KLAERS
Notary Public
State of North Dakota
My Commission Expires December 11, 2023

Notary Public
Cass County, North Dakota

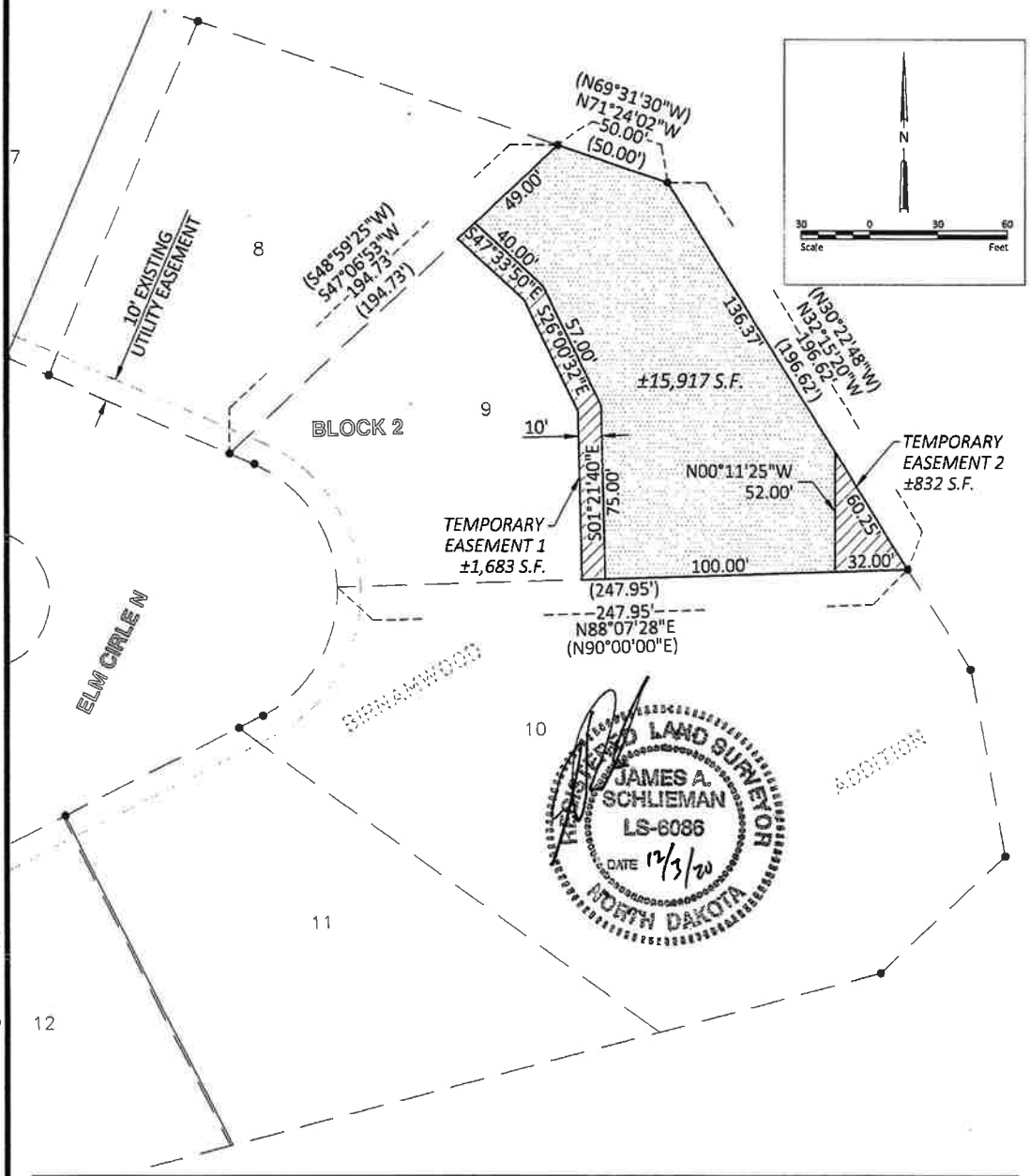
The legal description was prepared by:
James A. Schlieman
Registered Land Surveyor
LS-6086
Houston Engineering Inc.
1401 21st Ave. N.
Fargo, ND 58102
(701) 237-5065

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

Exhibit "A"

PART OF LOT 9, BLOCK 2
BIRNAMWOOD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: DMITRI KILIN & SVETLANA KILINA



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.

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0166	ELM CIRCLE AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2

12-3-20

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Exhibit "A"

PART OF LOT 9, BLOCK 2
BIRNAMWOOD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: DMITRI KILIN & SVETLANA KILINA

Description - Permanent Easement:

That part of Lot 9, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the most northerly corner of said Lot 9; thence South 47°06'53" West, along the northwesterly line of said Lot 9, for a distance of 49.00 feet; thence South 47°33'50" East for a distance of 40.00 feet; thence South 26°00'32" East for a distance of 57.00 feet; thence South 01°21'40" East for a distance of 75.00 feet to a point of intersection with the southerly line of said Lot 9; thence North 88°07'28" East, along the southerly line of said Lot 9, for a distance of 100.00 feet; thence North 00°11'25" West for a distance of 52.00 feet to a point of intersection with the northeasterly line of said Lot 9; thence North 32°15'20" West, along the northeasterly line of said Lot 9, for a distance of 136.37 feet to an angle point on the northeasterly line of said Lot 9; thence North 71°24'02" West, along the northeasterly line of said Lot 9, for a distance of 50.00 feet to the point of beginning.

Said tract contains 15,917 square feet, more or less.

Description - Temporary Easement 1:

That part of Lot 9, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

A strip of land 10.00 feet wide, lying westerly of and being coincident with the following described line:

Commencing at the most northerly corner of said Lot 9; thence South 47°06'53" West, along the northwesterly line of said Lot 9, for a distance of 49.00 feet to the true point of beginning of the line to be described; thence South 47°33'50" East for a distance of 40.00 feet; thence South 26°00'32" East for a distance of 57.00 feet; thence South 01°21'40" East for a distance of 75.00 feet to a point of intersection with the southerly line of said Lot 9, said line there terminating. Said strip shall be lengthened or shortened as necessary to intersect the northwesterly line of said Lot 9 on the north and to intersect the southerly line of said Lot 9 on the south.

REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6086
DATE 12/3/20
NORTH DAKOTA

Said tract contains 1,683 square feet, more or less.

Description - Temporary Easement 2:

That part of Lot 9, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the southeast corner of said Lot 9; thence South 88°07'28" West, along the southerly line of said Lot 9, for a distance of 32.00 feet; thence North 00°11'25" West for a distance of 52.00 feet to a point of intersection with the northeasterly line of said Lot 9; thence South 32°15'20" East, along the northeasterly line of said Lot 9, for a distance of 60.25 feet to the point of beginning.

Said tract contains 832 square feet, more or less.

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0166	ELM CIRCLE AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2

12-3-20

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THE CITY OF Fargo
FAR MORE

7d

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

April 7, 2021

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-A

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent & temporary easement in association with Project #FM-19-A. 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 **Bryan L. & Janice A. Randerson** in association with Project #FM-19-A 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

Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy J. Morris
Nathan Boerboom

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project	County	Parcel(s)
FM-19-A	Cass	01-2365-00100-000
Landowner Bryan L & Janice A Randerson		
Mailing Address 910 41 Ave N Fargo, ND 58102		

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

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of $ 72,000.00 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	$ 72,000.00	
Improvements on Right of Way*	$	
Damages to Remainder	$	
Total Offer		$ 72,000.00

*Description of Damages to Remainder are as follows:

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

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

Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

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

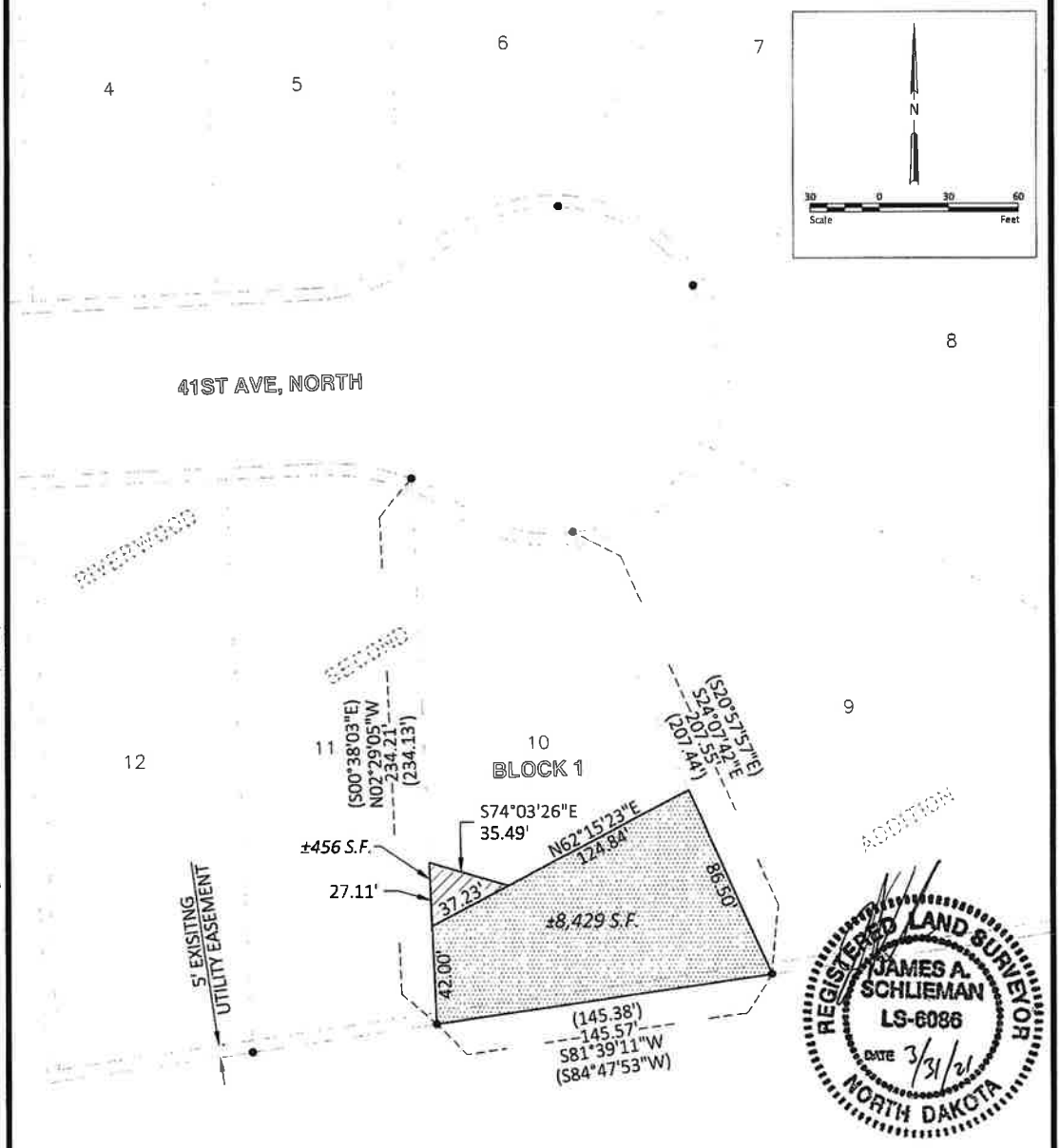
Timothy J. Mahoney
MAYOR

SIGNATURE

DATE

PART OF LOT 10, BLOCK 1
RIVERWOOD 2ND ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: BRYAN & JANICE RANDERSON



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	

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0161	RIVERWOOD AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2

3-31-21

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PART OF LOT 10, BLOCK 1
RIVERWOOD 2ND ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: BRYAN & JANICE RANDERSON

Description - Permanent Easement:

That part of Lot 10, Block 1, Riverwood Second Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the southeast corner of said Lot 10; thence South 81°39'11" West, along the southerly line of said Lot 10, for a distance of 145.57 feet to the southwest corner of said Lot 10; thence North 02°29'05" West, along the westerly line of said Lot 10, for a distance of 42.00 feet; thence North 62°15'23" East for a distance of 124.84 feet to a point of intersection with the easterly line of said Lot 10; thence South 24°07'42" East, along the easterly line of said Lot 10 for a distance of 86.50 feet to the point of beginning.

Said tract contains 8,429 square feet, more or less.

Description - Temporary Easement:

That part of Lot 10, Block 1, Riverwood Second Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Lot 10; thence North 02°29'05" West, along the westerly line of said Lot 10, for a distance of 42.00 feet to the true point of beginning; thence North 02°29'05" West, along the westerly line of said Lot 10, for a distance of 27.11 feet; thence South 74°03'26" East for a distance of 35.49 feet; thence South 62°15'23" West for a distance of 37.23 feet to the true point of beginning.

Said tract contains 456 square feet, more or less.

REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6086
DATE 3/31/21
NORTH DAKOTA

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0161	RIVERWOOD AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2

3-31-21

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EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **BRYAN AND JANICE RANDERSON,** hereinafter referred to as "Grantors", for and in consideration of the sum of One Dollar and other valuable consideration ($1.00), 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 temporary construction easement over, upon and in land hereinafter described for the purpose of flood protection measures construction and activities appurtenant thereto, said land being more fully described, to-wit:

> That part of Lot 10, Block 1, Riverwood Second Addition to the City of Fargo, Cass County, North Dakota, described as follows:
>
> Commencing at the southwest corner of said Lot 10; thence North 02°29'05" West, along the westerly line of said Lot 10, for a distance of 42.00 feet to the true point of beginning; thence North 02°29'05" West, along the westerly line of said Lot 10, for a distance of 27.11 feet; thence South 74°03'26" East for a distance of 35.49 feet; thence South 62°15'23" West for a distance of 37.23 feet to the true point of beginning.

Said tract contains 456 square feet, more or less.

Said parcel is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby 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 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. 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 July 1, 2022.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor set its hand and caused this instrument to be executed this 1 day of APRIL, 2021.

GRANTORS:

Bryan Randerson

Janice Randerson

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

On this 1 day of APRIL, 2021, before me, a notary public in and for said county and state, personally appeared **BRYAN RANDERSON AND JANICE RANDERSON**, to me known to be the persons, described in and who has executed the within and foregoing instrument, and acknowledged to me that they executed the same.

SHAWN G. BULLINGER
Notary Public
State of North Dakota
My Commission Expires May 18, 2021

(SEAL)

Notary Public
Cass County, ND
My Commission expires:

GRANTEE:

City of Fargo, a North Dakota municipal corporation

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

ATTEST

_____
Steve Sprague, City Auditor

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

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

_____
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

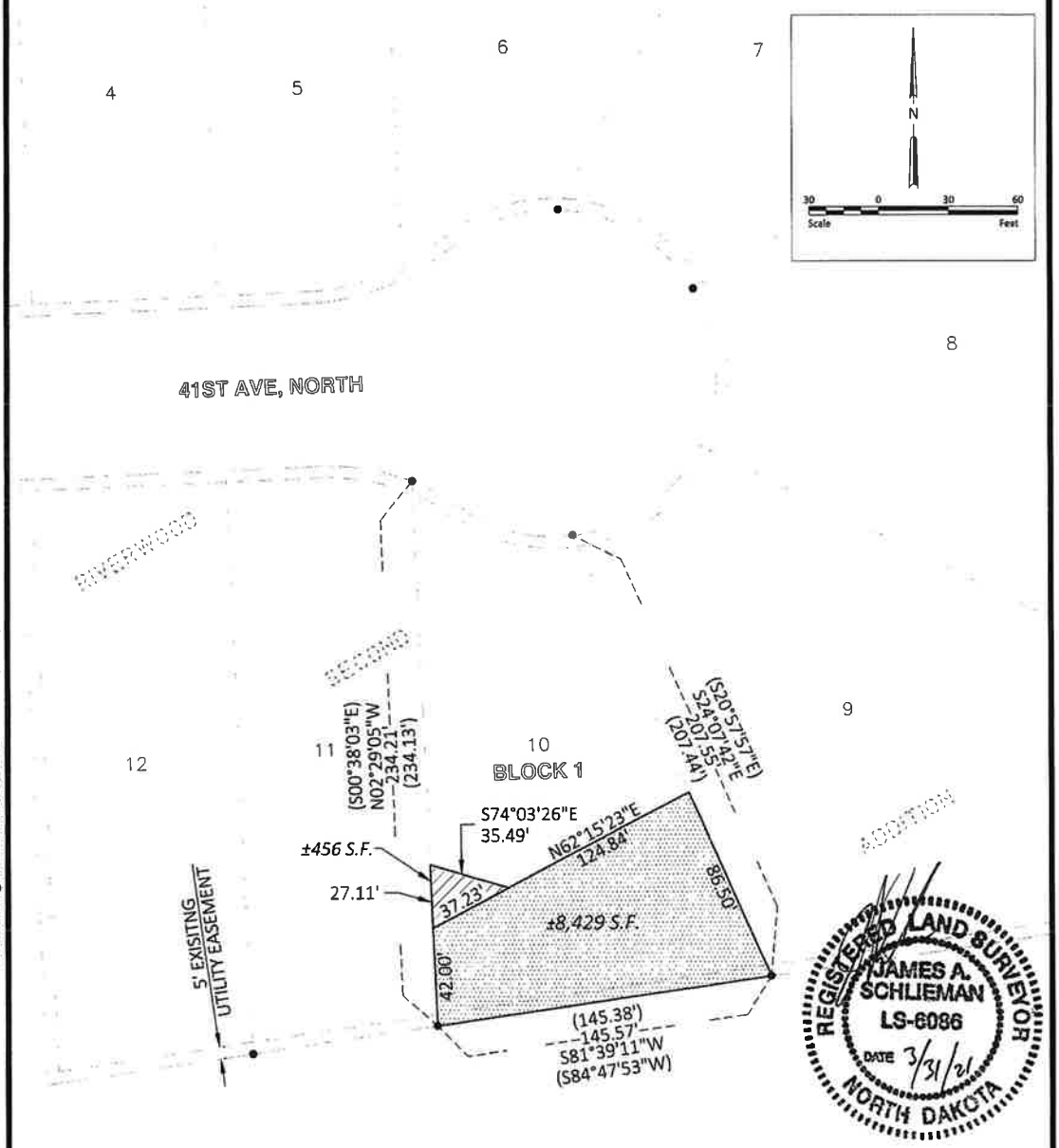
The legal description was prepared by:
James A. Schlieman
Registered Land Surveyor
LS-6086
Houston Engineering Inc.
1401 21st Ave. N.
Fargo, ND 58102
(701) 237-5065

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

Exhibit "A"

PART OF LOT 10, BLOCK 1
RIVERWOOD 2ND ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: BRYAN & JANICE RANDERSON



REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6086
DATE 3/31/21
NORTH DAKOTA

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	

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0161	RIVERWOOD AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2

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3-31-21

PART OF LOT 10, BLOCK 1
RIVERWOOD 2ND ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: BRYAN & JANICE RANDERSON

Description - Permanent Easement:

That part of Lot 10, Block 1, Riverwood Second Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the southeast corner of said Lot 10; thence South 81°39'11" West, along the southerly line of said Lot 10, for a distance of 145.57 feet to the southwest corner of said Lot 10; thence North 02°29'05" West, along the westerly line of said Lot 10, for a distance of 42.00 feet; thence North 62°15'23" East for a distance of 124.84 feet to a point of intersection with the easterly line of said Lot 10; thence South 24°07'42" East, along the easterly line of said Lot 10 for a distance of 86.50 feet to the point of beginning.

Said tract contains 8,429 square feet, more or less.

Description - Temporary Easement:

That part of Lot 10, Block 1, Riverwood Second Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Lot 10; thence North 02°29'05" West, along the westerly line of said Lot 10, for a distance of 42.00 feet to the true point of beginning; thence North 02°29'05" West, along the westerly line of said Lot 10, for a distance of 27.11 feet; thence South 74°03'26" East for a distance of 35.49 feet; thence South 62°15'23" West for a distance of 37.23 feet to the true point of beginning.

Said tract contains 456 square feet, more or less.

REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6086
DATE 3/31/21
NORTH DAKOTA

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0161	RIVERWOOD AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2

3-31-21

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PERMANENT EASEMENT
(Levee for Flood Control)

KNOW ALL MEN BY THESE PRESENTS that **BRYAN AND JANICE RANDERSON,** 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, together with any and all other appurtenant structures or devices, said tracts of land being more particularly described as follows:

> That part of Lot 10, Block 1, Riverwood Second Addition to the City of Fargo, Cass County, North Dakota, described as follows:
>
> Beginning at the southeast corner of said Lot 10; thence South 81°39'11" West, along the southerly line of said Lot 10, for a distance of 145.57 feet to the southwest corner of said Lot 10; thence North 02°29'05" West, along the westerly line of said Lot 10, for a distance of 42.00 feet; thence North 62°15'23" East for a distance of 124.84 feet to a point of intersection with the easterly line of said Lot 10; thence South 24°07'42" East, along the easterly line of said Lot 10, for a distance of 86.50 feet to the point of beginning.

Said tract contains 8,429 square feet, more or less.

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 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.

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 1 day of APRIL, 2021.

(Signatures on following page.)

GRANTORS:

Bryan Randerson

Janice Randerson

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

On this 1 day of APRIL, 2021, before me, a notary public in and for said county and state, personally appeared **Bryan and Janice Randerson** 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.

SHAWN G. BULLINGER
Notary Public
State of North Dakota
My Commission Expires May 18, 2021

(SEAL)

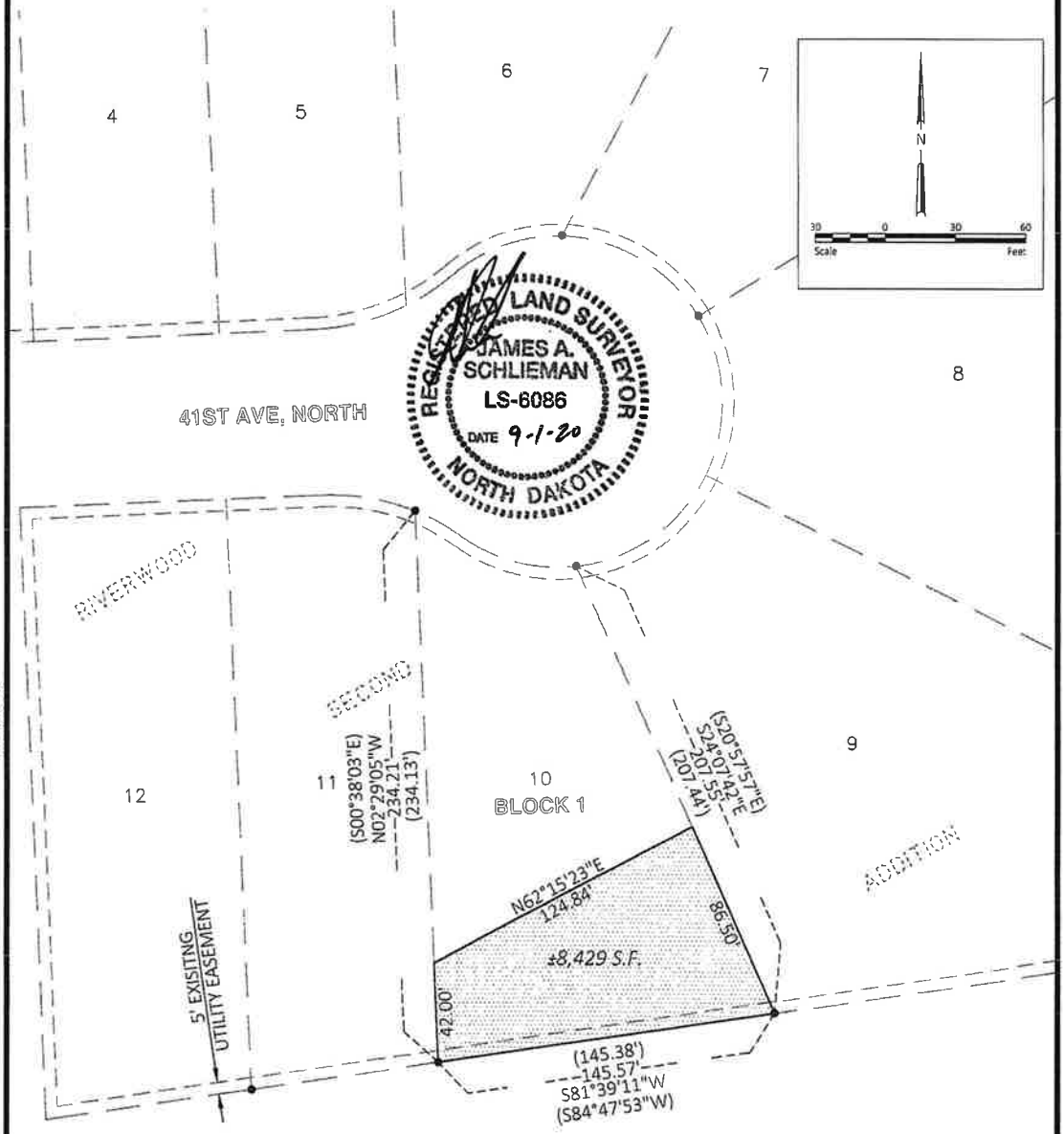
Notary Public
CASS County, NORTH DAKOTA

The legal description was prepared by:
James A. Schlieman
Registered Land Surveyor
LS-6086
Houston Engineering Inc.
1401 21st Ave. N.
Fargo, ND 58102
(701) 237-5065

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

PART OF LOT 10, BLOCK 1
RIVERWOOD 2ND ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: BRYAN & JANICE RANDERSON



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.

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0161	RIVERWOOD AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2

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9-1-20

PART OF LOT 10, BLOCK 1
RIVERWOOD 2ND ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: BRYAN & JANICE RANDERSON

Description - Permanent Easement:

That part of Lot 10, Block 1, Riverwood Second Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the southeast corner of said Lot 10; thence South 81°39'11" West, along the southerly line of said Lot 10, for a distance of 145.57 feet to the southwest corner of said Lot 10; thence North 02°29'05" West, along the westerly line of said Lot 10, for a distance of 42.00 feet; thence North 62°15'23" East for a distance of 124.84 feet to a point of intersection with the easterly line of said Lot 10; thence South 24°07'42" East, along the easterly line of said Lot 10 for a distance of 86.50 feet to the point of beginning.

Said tract contains 8,429 square feet, more or less.

REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6086
DATE 9/1/20
NORTH DAKOTA

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0161	RIVERWOOD AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2

9-1-20

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

8

Type: Xcel Easement

Location: 4th Ave S, Fiechtner Dr – 28th St

Date of Hearing: 4/12/2021

Routing	Date
City Commission	4/19/2021
PWPEC File	X
Project File	Kevin Gorder

The Committee reviewed communication from Division Engineer, Kevin Gorder, regarding an easement with Xcel for the installation of a switch at the corner of 28th Street and 4th Avenue South. The easement would be in the corner of the detention pond to minimize any impacts to the detention area.

This was previously presented to PWPEC at the August 31, 2020 meeting at which time it was returned requesting supplemental information before approval along with a slope stability analysis.

Xcel has completed the analysis and Engineering proposes that the option to strip 1' of soil and place the cabinet on the compacted soil be the first choice however, Xcel says that will not work, the option of constructing with 5' of aggregate backfill would be allowed.

The Committee discussed adding to the agreement the requirement for markers on their facility since this is a snow storage site.

On a motion by Ben Dow, seconded by Tim Mahoney, the Committee voted to recommend approval of the easement with Xcel.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the easement with Xcel for the installation of a switch at the corner of 28th Street and 4th Avenue South.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE	Present	Yes	No	Unanimous
Tim Mahoney, Mayor	☑	☑	☐	☑
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☐	☐	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

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

Memorandum

To:	Members of PWPEC
From:	Kevin Gorder, Division Engineer
Date:	April 8, 2021
Re:	Xcel Easement Detention Pond along 4th Ave S between Fiechtner Dr and 28th St S

Background:
Xcel Electric has started a project to upgrade power into downtown Fargo as the downtown continues to grow. They are starting on 36th St S at 4th St and will continue upgrading their system working towards downtown Fargo. They plan on placing as much of this upgrade underground to minimize the number of poles needed and will continue to use existing poles in areas as part of this upgrade.

As part of their upgrade, Xcel would like to place a switch at the corner of 28th St and 4th Ave S to better serve their customers in this area. Xcel has requested an easement since most of this area does not have public utility easements and the right of way is congested with other utilities. The easement would be in the corner of the detention pond to minimize any impacts to the detention area.

This topic was considered by PWPEC at the August 31, 2020 meeting and was returned requesting supplemental information before approval. PWPEC recommended removing Site 1 due to the history of slope failures at that location. PWPEC also asked for a slope stability analysis and to work with SE Cass and return with a final recommendation.

Xcel completed a slope stability analysis and it is included in this packet. This site is owned by the City of Fargo, so SE Cass does not need to be included at this location. Engineering proposes that the option to strip 1' of soil and place the cabinet on this compacted soil be the first choice. If Xcel says that will not work, the option of constructing with 5' of aggregate backfill would be allowed.

An easement document is also attached allowing access to this area and requirements for maintenance and possible removal should a slope failure occur. Xcel should also submit as-built drawings for this site for our records.

Recommended Motion:
Approve this easement with Xcel for the installation of a switch at this location. Easement will be a no cost Easement.

KOG/jmg
Attachments

PERMANENT EASEMENT
(Electric Switch and Associated Equipment)

KNOW ALL MEN BY THESE PRESENTS that the **CITY OF FARGO**, a North Dakota Municipal Corporation, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars ($1.00) and other valuable consideration acknowledged, **HEREBY GRANTS UNTO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, D/B/A/ XCEL ENERGY,** 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 operating, maintaining and repairing an electrical switch and associated equipment, together with the customary appurtenances, said tract being more particularly described as follows:

> A tract of land in Lot 2, Block 6, BURLINGTON NORTHERN I-29 SOUTH INDUSTRIAL CENTER to the City of Fargo, Cass County, North Dakota on file as document 608654 at the Recorder's Office for of said County more particularly described as follows:
>
> The northeasterly 15.00 feet of the southeasterly 15.00 feet of said Lot 2.
>
> Said tract contains 225 square feet, more or less ("Easement Area").

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. Grantee understands and agrees that should repairs need to be made to Grantor's property outside the Easement Area, Grantee shall be responsible for removal of the permitted electrical switch and associated equipment in order for such repairs to occur, at Grantee's cost. Grantor would be responsible for the cost of repairs outside of the Easement Area.

Grantee understands and agrees it shall be responsible for any and all site restoration, including engineering and design work, if any, in the event of settlement in the easement area, at Grantee's cost.

It is specifically understood and agreed that Grantor retains authority to operate and construct and maintain municipal facilities. In the event Grantor needs to permanently restore the Easement Area to public use, Grantor will provide Grantee written notice not less than one hundred eighty (180) days in advance to vacate the Easement Area, taking into account weather and ground conditions. In the event of an emergency, Grantee will remove electrical equipment immediately as needed to respond to the emergency. City shall provide Grantee as much notice as possible, but shall have no responsibility for damage to Grantee's property in the event of an emergency, as determined in City's sole discretion.

Grantee shall be responsible for clearly identifying the Easement Area and the location of the electrical switch and associated equipment so as to avoid conflict with City personnel operating in the vicinity of the Easement Area.

IN WITNESS WHEREOF, Grantee has set his hand and caused this instrument to be executed this 14 day of April, 2021.

GRANTEE, Northern States Power, d/b/a Xcel Energy, Inc., a Minnesota corporation

STATE OF ND)
) ss:
COUNTY OF Cass)

On this 14 day of April, 2021, before me, a notary public in and for said county and state, personally appeared **Brad Sylliaasen**, to me known to be the **Director, Design & Construction** of Northern States Power d/b/a Xcel Energy, Inc., a Minnesota corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

Mary K Brewster
Notary Public
Cass County, North Dakota

(SEAL)

MARY K. BREWSTER
Notary Public
State of North Dakota
My Commission Expires April 26, 2023

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this _____ day of _____, 2021.

GRANTOR

City of Fargo, a North Dakota Municipal Corporation

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

ATTEST:

_____
Steven Sprague, City Auditor

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

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

(SEAL)

_____
Notary Public
Cass County, North Dakota

The legal description was prepared by:
City of Fargo Engineering Department
City of Fargo
225 Fourth Street North
Fargo, ND 58102
(701) 241-1545

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

Geotechnical Evaluation Report

Pond Slope Stability
4th Avenue South
Fargo, North Dakota

Prepared for

Xcel Energy

Professional Certification:
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of North Dakota.

Corey D. Lindeman, PE
Project Engineer
Registration Number: PE-28010
October 26, 2020

REGISTERED PROFESSIONAL ENGINEER
COREY D. LINDEMAN
PE-28010
DATE 10/26/2020
NORTH DAKOTA

Project B2008231

Braun Intertec Corporation

BRAUN INTERTEC
The Science You Build On.

BRAUN INTERTEC
The Science You Build On.

Braun Intertec Corporation
526 10th Street NE, Suite 300
P.O. Box 485
West Fargo, ND 58078

Phone: 701.232.8701
Fax: 701.232.7817
Web: braunintertec.com

October 26, 2020

Project B2008231

Mr. Travis Lill
Xcel Energy
2302 Great Northern Dr.
Fargo, ND 58102

Re: Geotechnical Evaluation
Pond Slope Stability
4th Avenue South
Fargo, North Dakota

Dear Mr. Lill:

We are pleased to present this Geotechnical Evaluation Report for the electrical box installation and pond slope stability at the above referenced site. Our report summarizes our exploration, laboratory testing, analysis methods and results, and provides recommendations for design and construction of the proposed improvements.

Thank you for making Braun Intertec your geotechnical consultant for this project. If you have questions about this report, or if there are other services that we can provide in support of our work to date, please contact Corey Lindeman at 701.241.5029, clindeman@braunintertec.com .

Sincerely,

BRAUN INTERTEC CORPORATION

Corey D. Lindeman, PE
Project Engineer

Ezra Ballinger, PE
Business Unit Leader, Senior Engineer

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Cross-Section Diagram
Log of Boring
Descriptive Terminology of Soil
C-U Triaxial Strength Test Results
Stability Analysis Diagrams

A. Introduction

A.1. Project Description

This Geotechnical Evaluation Report addresses the slope stability pertaining to the installation of a new electrical distribution switch cabinet located about 225 feet northwest of the intersection of 27 Circle South and 4th Avenue South in Fargo, North Dakota. The cabinet is planned to be 7 feet by 7 feet in plan dimensions and will be constructed on a slab poured at grade.

We understand the City of Fargo requested a slope stability analysis be performed prior to construction, as part of the easement permitting, to evaluate potential issues the proposed improvements may cause regarding slope stability of the adjacent pond slope. As requested, we performed stability analyses of the existing and post-construction conditions and have prepared this report documenting our exploration, evaluation process, and recommendations for design and construction of the cabinet. Figure 1 is an aerial image of the project area showing the approximate location where the cabinet will be installed.

Figure 1. Site Location

Aerial imagery obtained from Google Earth™ dated May 2018.

A.2. Purpose

The purpose of our geotechnical evaluation is to characterize subsurface geologic conditions at selected exploration locations and evaluate their impact on the design and construction of the distribution cabinet.

A.3. Background Information and Reference Documents

We reviewed or referred to the following documents during the course of our work:

- Aerial photographs of the site from Google Earth™ dated April 1991 to May 2018, used to review historic changes to the site.
- Slope Stability, Engineer Manual EM 1110-2-1902, dated October 31, 2003, by the United States Army Corps of Engineers (USACE).
- Geology under the Fargo-Moorhead Region, North Dakota-Minnesota, 2002, by the Department of Geosciences, North Dakota State University.
- Communication with City of Fargo's Jody Bertrand, PE and Xcel Energy's Travis Lill.

We have described our understanding of the proposed construction and site to the extent others reported it to us. Depending on the extent of available information, we may have made assumptions based on our experience with similar projects. If we have not correctly recorded or interpreted the project details, the project team should notify us. New or changed information could require additional evaluation, analyses and/or recommendations.

A.4. Scope of Services

We performed our scope of services for the project in accordance with our Proposal QTB126517 to Xcel Energy, dated September 11, 2020, and authorized on September 15, 2020. The following list describes the geotechnical tasks completed in accordance with our authorized scope of services.

- Reviewing the background information and reference documents previously cited.

- Performing a reconnaissance of the site, we looked for evidence of surface instability, evidence of historic or recent seepage or slope movement, settlement, cracking, structure damage, etc.

- Perform engineering analysis including evaluating the stability of proposed repair options in the drain. To facilitate our evaluation, computer analyses were performed at selected cross-sections using limit equilibrium methods available in GeoStudio 2019 by Geo-Slope International.

- Preparing this report containing a Soil Boring Location Sketch, Log of Soil Boring, a summary of the soils encountered, results of laboratory tests, and recommendations for design and construction of the proposed improvements.

Our scope of services did not include environmental services or testing and our geotechnical personnel performing this evaluation are not trained to provide environmental services or testing. We can provide environmental services or testing at your request.

B. Results

B.1. Site Reconnaissance

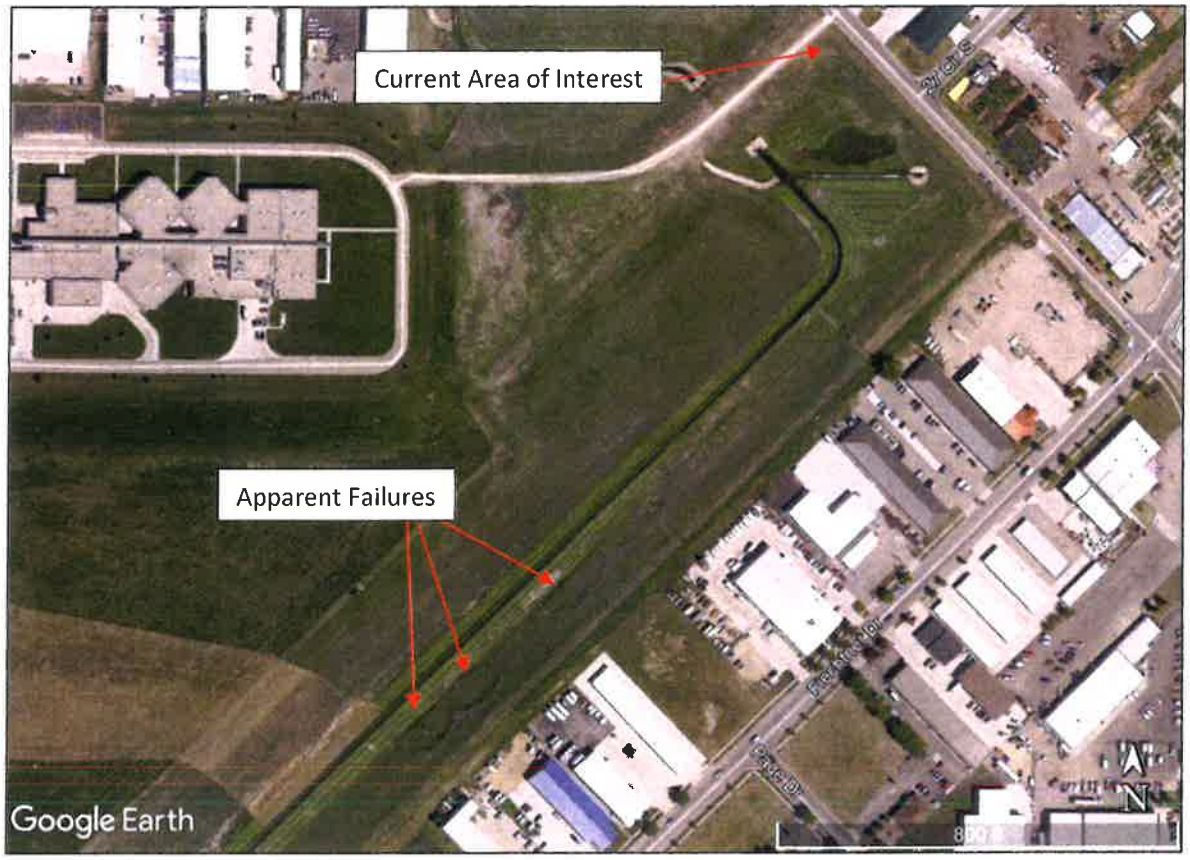
Corey Lindeman, PE, from our office visited the site on September 16, 2020 to review the existing pond slopes and note visually apparent signs of instability.

We were informed by Xcel Energy that there have been past slope failures within the pond area, but details of where and when the failures occurred were unknown. However, based on aerial imagery, there were several potential failures along the southeast pond slope that appeared to have occurred between August 2009 and October 2010. Based on more recent imagery, the failures were repaired sometime between May 2017 and May 2018. Design and construction information on the repairs was unavailable at the time of our evaluation. Figure 2 below illustrates the apparent failures through aerial imagery dated May 2017.

During our site reconnaissance, we did not observe signs of instability or existing failures. The slopes appeared to be stable within several hundred feet of the site location.

Photographs 1 and 2 below illustrate the existing site conditions during our observations of the site.

Figure 2. Aerial Imagery (2017) of Potential Past Failures

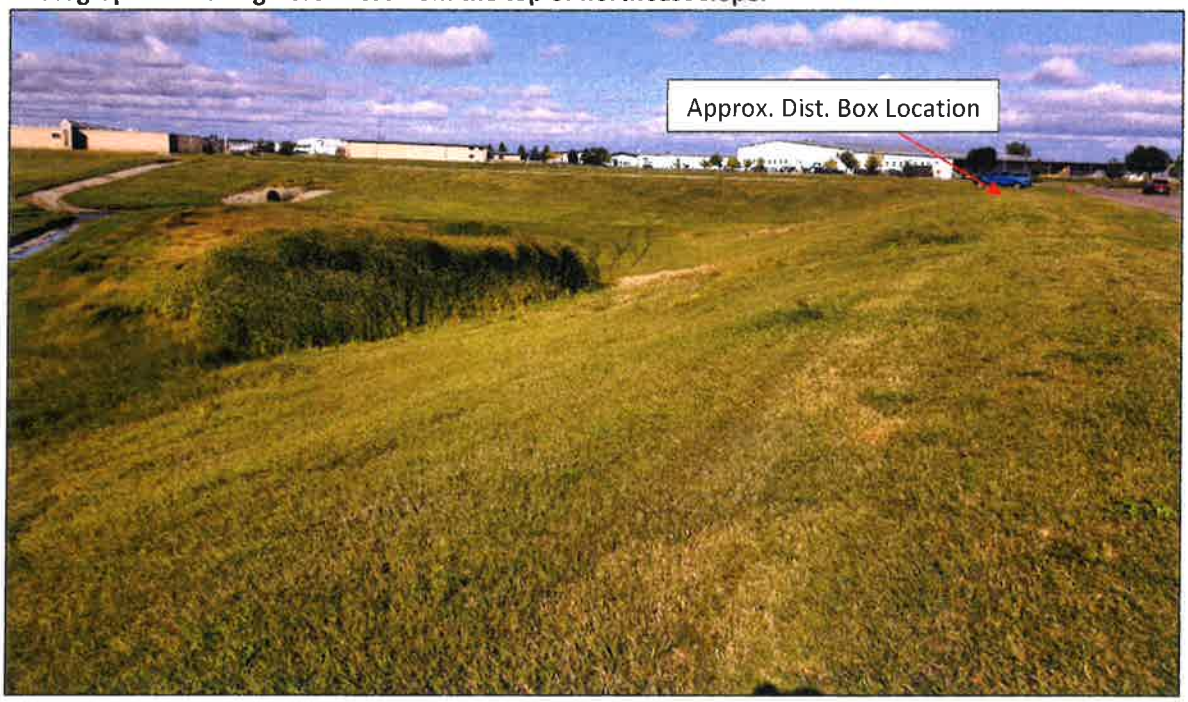


Aerial imagery obtained from Google Earth™ dated May 2017.

Photograph 1. Existing conditions of pond slope and bottom of pond near boring facing north.

Site photograph taken by Braun personnel during site reconnaissance on September 16, 2020.

Photograph 2. Looking northwest from the top of northeast slope.



Site photograph taken by Braun personnel during site reconnaissance on September 16, 2020.

B.2. Site History

Based on historic aerial imagery of the site obtained from Google Earth™, the pond was constructed prior to 1991. During 2009 to 2010, the pond appears to have had slope failures occur along the southeast slope which were repaired between 2017 and 2018, as discussed in the section above. Based on received topographic information, the top slope elevation of the pond is at approximately 903 and the bottom of pond is near 889 (within concrete drainage channel is 888 feet).

B.3. Geologic Overview

Geologically, the area is dominated by lacustrine (lake-deposited) soils consisting mainly of fat clay that are strength sensitive and compressible. These soils are underlain at great depth by glacial till, also consisting mainly of clay but of greater strength and limited compressibility.

The lacustrine soils, from the ground surface down, are generally associated with the Sherack, Brenna, and Argusville Formations. The soils in this area are locally overlain with existing fill from historic grading and construction. While consisting mainly of fat clay, the existing fill and lake-deposited soils locally contain silt and silty sand that is often prevalent near the lower boundary of the Sherack Formation, helping reveal the boundary between the Sherack and the underlying Brenna.

The uppermost lacustrine layers, typically the Sherack and the upper portion of the Brenna Formations, are generally over-consolidated, while the deeper layers, including the lower portion of the Brenna and the Argusville, are normally consolidated. Shear strength values typically fall to a minimum below the zone of over-consolidation but rises again with depth. The soils are typically saturated or nearly so, even above the hydrostatic groundwater surface, and possess low to very low hydraulic conductivities.

We based the geologic origins used in this report on the soil types, laboratory testing, and available common knowledge of the geological history of the site. Because of the complex depositional history, geologic origins can be difficult to ascertain. We did not perform a detailed investigation of the geologic history for the site.

B.4. Boring Results

Table 1 provides a summary of the soil boring results; in the general order we encountered the strata. Please refer to the Log of Boring sheets in the Appendix for additional details. The Descriptive Terminology sheets in the Appendix include definitions of abbreviations used in Table 1.

Table 1. Subsurface Profile Summary[1]

Strata	Soil Type - ASTM Classification	Range of Penetration Resistances	Commentary and Details
Fill	CH	6 to 9 BPF	▪ Consists of fat clay with gravel and sand within the roadway area. ▪ Approximately 5 feet thick. ▪ Color ranged from brown to gray. ▪ Moisture condition generally moist as defined in ASTM D2488[2].
Alluvium	CH, SM, SP-SM, ML	2 to 7 BPF	▪ Alluvial soils consisting of fat clay with various silt lenses and iron oxide staining, silt, and sand deposits containing various amounts of silt. ▪ Encountered from 5 to 43 feet below grade. ▪ Generally gray in color. ▪ Soft consistency for cohesive soils. ▪ Relative density for granular soils ranges from very loose to loose. ▪ Moisture condition ranges from moist to wet as defined in ASTM D2488[2].
Glacial Lake Deposits	CH	WOH[3] to 1 BPF	▪ Consists of dark gray fat clay. ▪ Very soft in consistency. ▪ Moisture condition generally moist as defined in ASTM D2488[2].

[1]Abbreviations defined in the attached Descriptive Terminology sheets.

[2]See Section B.6.a for further discussion of moisture content.

[3]WOH – weight of hammer.

For simplicity in this report, we define existing fill to mean existing, uncontrolled or undocumented fill.

B.5. Groundwater

Groundwater was encountered in our soil boring during drilling at an elevation of 878 feet. Cattail growth and standing water was observed within the pond bottom during our site reconnaissance, which indicates the groundwater table is likely higher than encountered in our boring. For our analyses, we assumed a groundwater elevation of 887 feet which reflects our field observations. Project planning should expect groundwater will fluctuate in relation to seasonal variations.

B.6. Laboratory Test Results

The boring log shows the results of the laboratory testing we performed, next to the tested sample depth. We also performed consolidated-undrained triaxial compression testing in which the report is attached in the Appendix.

B.6.a. Moisture Content Tests

We performed moisture content (MC) tests (per ASTM D2216) on selected penetration and thin walled tube samples to aid in our classification and estimation of the soils' engineering properties. The moisture content of a single test on existing fill soils was 27 percent indicating it is near the estimated optimum moisture content for fat clay. The moisture content of the alluvial fat clays ranged from 31 to 52 percent indicating the material is near to well above the estimated optimum moisture content. The moisture content of the alluvial sand and silt ranged from 35 to 39 percent. Sands below the groundwater table would be expected to be well above the estimated optimum moisture content for that material. The moisture content of the lacustrine fat clay soils varied from 66 to 72 percent indicating the samples are well above their estimated optimum moisture content. Typical of Red River Valley soils, the moisture content of the subsurface soils generally increased with increase in their depth below the surface. The results of the moisture content tests are listed in the "MC" column of the Log of Boring sheets attached in the Appendix.

B.6.b. Classification Testing

Table 2 below indicate the results of the classification testing which assisted in determining soil parameters for slope stability analysis. The results of the tests are listed in the "Tests or Notes" column on the attached Log of Boring sheets.

Table 2. Laboratory Classification Test Results

Location	Sample Depth (ft)	Classification	Dry Density (γ, pcf)	Moisture Content (w, %)	Percent Passing a #200 Sieve	Liquid Limit	Plastic Limit	Plastic Index
ST-01	7 – 9	Fat Clay (CH)	83	38	--	69	19	50
	12 – 14	Fat Clay (CH)	72	47	--	--	--	--
	34.5 – 36	Silty Sand (SM)	--	35	13	--	--	--
	49.5 – 51	Fat Clay (CH)	58	72	--	--	--	--

B.7. Slope Stability and Seepage Analyses

B.7.a. Cross-Section Development

We provided the requested cross-section location to Houston Engineering who assisted with surveying the site. Houston Engineering provided the coordinates and elevations along the requested cross-section alignment. The cross-section location is included in the Appendix.

B.7.b. Hydraulic Conditions

Based on information provided by the City of Fargo, the design flood elevation was unknown, but we understand it occasionally extends up to an elevation of 902 feet. Based on the groundwater and surface water encountered in our boring and the pond bottom, we used an estimated normal groundwater elevation of 887 feet.

B.7.c. Shear Strength Parameters

For selection of shear strength properties of the geologic formations, we utilized the consolidated-undrained triaxial shear strength test results along with empirical soil information and previous project information in the Fargo area. The results of the lab testing are provided in the Appendix. Table 3 below summarizes the parameters derived for the materials that comprise the geologic profile in this area. We colored the cells in the table to closely match the strata shown on the stability diagrams presented in the Appendix.

Table 3. Shear Strength Parameters

Formation	Unit Weight (pcf)	Effective Stress Analyses[A]		Total Stress Analyses[B]	
		Ø, Post-Peak (Degree)	C (psf)	Ø (Degree)	C (psf)
Existing Fill	115	26	0	0	900
New Fill (Clay)	115	26	0	0	900
Alluvial (Sand)	120	29	0	29	0
Alluvial (Silt)	115	27	0	27	0
Lower Alluvial (CH)	106	20	0	0	500
Upper Alluvial (CH)	114	24	0	0	900
Brenna/Argusville Fm.	99	13	0	0	500
Gravel Road	130	35	0	35	0

[A] **Used for Long-Term Analyses**

[B] **Used for Short-Term Analyses**

Background colors assigned to the geologic materials above match the colors/materials on the analytical cross sections.

B.7.d. Analytical Procedure

We analyzed steady-state stability using limit equilibrium methods available in Slope/W. The stability was determined based on both force and moment equilibrium. Using the results of our site reconnaissance, the survey measurements provided by the Houston Engineering, and the results of the soil boring and laboratory tests, we performed slope stability analyses to evaluate the existing stability of the slope before and after construction of the proposed electrical distribution cabinet.

We evaluated long-term (effective stress) parameters with varying hydraulic conditions including normal groundwater (elevation 887 feet), steady-state flood (elevation 902 feet), and rapid drawdown through the utilization of the USACE 2-Stage Rapid Drawdown method. The rapid drawdown method uses a flood elevation, which is assumed to instantly reduce to the normal groundwater elevation, resulting in a slope which remains saturated while the pond is empty. We also performed short-term (total stress) analyses for an end of construction condition. We considered the target Factor of Safety (FOS) for our analysis to be 1.5 for long-term normal groundwater and flood conditions, 1.3 for end of construction conditions, and 1.1 for drawdown conditions. Stability analysis figures presenting the results of our analyses are provided in the Appendix.

B.7.e. Slope Stability Results

We performed analyses for the existing approximate 4.25H:1V slope geometry. Factors of safety associated with slope stability under short-term, long-term, flood, and drawdown conditions all exceeded their respective minimums for pre- and post-construction conditions. Table 4 indicates the minimum FOS related to each analytical condition. The attached Slope Stability Diagrams identify: (1) material types and stratum boundaries, (2) slope geometry, (3) piezometric conditions, and (4) the location and configuration of the failure surface having generated the lowest factors of safety for each analytical condition.

Table 4. Factor of Safety Summary

	Factor of Safety[A]			
Conditions	**Short-Term (Normal GW)**	**Long-Term (Normal GW)**	**Flood (EL. 902')**	**Drawdown**
Existing Slope	--	2.0	1.7	1.2
Post-Construction	2.1	2.0	1.7	1.1

[A] **Minimum Acceptable Factor of Safety**
Short-Term Steady-State = 1.3
Long-Term Steady-State = 1.5
Drawdown = 1.1

C. Conclusions and Recommendations

Based on the results of our analyses, the slope will be stable after constructing the proposed electrical distribution cabinet assuming the slab bearing pressure is near 500 psf or less with plan dimensions approximately 7 feet by 7 feet. If the proposed cabinet is larger or the loads are higher than we have assumed in this report, we recommend contacting us to re-evaluate our analyses.

Based on the provided location of the cabinet and potential flood elevation, we recommend the slab be supported at an elevation of at least 903 feet, resulting in a potential grade change of about 1 foot above the existing ground surface. All surface vegetation and roots should be stripped prior to engineered fill or concrete placement. Further discussion regarding site preparation and slab support is provided below.

C.1. Excavation and Subgrade Preparation

Since the distribution cabinet will likely be supported on a slab at grade, we recommend removing 5 feet of existing fat clays and replacing them with a non-frost susceptible sand fill to reduce potential frost heaving. Consideration should be given to placing a drain tile at the base of the excavation so that water cannot collect within the non-frost susceptible fill where it is surrounded by fat clay, and thus heaving may still result. Non-frost susceptible fill should consist of sand material with specifications including 100 percent pasting the 1-inch sieve and less than 5 percent passing the #200 sieve. Capping the surface surrounding the slab with a thin layer of fat clay and sloping the surface grades away from the slab will help to reduce the potential for this "bathtub" condition to occur but not eliminate it. Without non-frost susceptible fill being placed to frost depth beneath the structures, including the placement of drain tile to alleviate a bathtub condition, there would be potential for frost heaving (possibly up to a couple inches based on the soils encountered at the site). Because the topography of the site, we anticipate that a drain tile system would likely drain into the pond, for which the City of Fargo would likely need to approve the design to ensure it does not affect the design or seepage of the pond.

If several inches of vertical movement due to frost is not a concern, consideration could be given to removing vegetation/roots, scarifying the subgrade to a minimum depth of 1 foot, and recompacting to a minimum of 95 percent of the maximum dry density as determined by the moisture-density relationship test (ASTM D698). Subgrade soils should be maintained at a moisture condition between 2 percent below to 4 percent above the optimum moisture content, also as determined by ASTM D698. With this option, the slab should be expected to move due to frost heaving during winter.

In addition to frost movement, there would be potential for settlement of the existing fill soils below the slab. Although the loads are expected to be light and settlement would likely not affect the integrity of the structure, there is potential for visual unpleasantries which could include slab cracking or tilting of the slab.

C.2. Excavated Slopes

Based on the borings, we anticipate on-site soils in excavations will consist of fat clay. These soils are typically considered Type B Soil under OSHA (Occupational Safety and Health Administration) guidelines and should be established and maintained at gradients no steeper than 1H:1V. While it is not anticipated that steeper excavations will be required, we are providing this information in the event soil corrections are deemed necessary after field observations. Further, should groundwater be observed seeping from excavation sidewalls, or where zones of weak clays are encountered with an unconfined compressive strength of less than 1,000 psf, the excavations should be downgraded to Type C status and flattened to 1 1/2H:1V. Where excavations occur near to below groundwater, flatter side slopes may be necessary.

In accordance with OSHA standards, excavations exceeding a depth of 20 feet will need to be designed by a registered professional engineer. This geotechnical evaluation report does not constitute an excavation design.

An OSHA-approved qualified person should review the soil classification in the field. Excavations must comply with the requirements of OSHA 29 CFR, Part 1926, Subpart P, "Excavations and Trenches." This document states excavation safety is the responsibility of the contractor. The project specifications should reference these OSHA requirements.

C.3. Construction Quality Control

C.3.a. Excavation Observations

We recommend having a geotechnical engineer observe the exposed subgrade after prior to placement of concrete. The purpose of the observations is to evaluate the competence of the geologic materials exposed in the excavations.

C.3.b. Materials Testing

We recommend density tests be taken in backfill and/or recompaction areas prior to placement of concrete.

C.3.c. Cold Weather Precautions

If site grading and construction is anticipated during cold weather, all snow and ice should be removed from subgrades prior to placing excavation backfill or additional required fill. No backfill or fill should be placed on frozen subgrades. No frozen soils should be used as backfill or fill.

It should be noted that difficulties should be expected during cold weather if moisture conditioning of clays fill is needed. However, the structure footprint should be small enough to apply heat blankets and heaters to dry soils back, as needed to meet recommended fill requirements.

D. Procedures

D.1. Penetration Test Boring

We drilled the penetration test boring with a truck-mounted core and auger drill equipped with hollow-stem auger. We performed the boring in general accordance with ASTM D6151 taking penetration test samples at 2 1/2-foot intervals in general accordance with ASTM D1586. We collected thin-walled tube samples in general accordance with ASTM D1587 at selected depths. The boring logs show the actual sample intervals and corresponding depths.

D.2. Exploration Log

D.2.a. Log of Boring Sheets

The Appendix includes Log of Boring sheets for our penetration test boring. The logs identify and describe the penetrated geologic materials and present the results of penetration resistance tests performed. The log also presents the results of laboratory tests performed on penetration test samples, and groundwater measurements.

We inferred strata boundaries from changes in the penetration test samples and the auger cuttings. Because we did not perform continuous sampling throughout the boring, the strata boundary depths are only approximate. The boundary depths likely vary away from the boring location, and the boundaries themselves may occur as gradual rather than abrupt transitions.

D.2.b. Geologic Origins

We assigned geologic origins to the materials shown on the log and referenced within this report, based on: (1) a review of the background information and reference documents cited above, (2) visual classification of the various geologic material samples retrieved during the course of our subsurface exploration, (3) penetration resistance testing performed for the project, (4) laboratory test results, and (5) available common knowledge of the geologic processes and environments that have impacted the

site and surrounding area in the past.

D.3. Material Classification and Testing

D.3.a. Visual and Manual Classification

We visually and manually classified the geologic materials encountered based on ASTM D2488. When we performed laboratory classification tests, we used the results to classify the geologic materials in accordance with ASTM D2487. The Appendix includes a chart explaining the classification system we used.

D.3.b. Laboratory Testing

The exploration logs in the Appendix note most of the results of the laboratory tests performed on geologic material samples. The remaining laboratory test results follow the exploration log. We performed the tests in general accordance with ASTM procedures.

D.4. Groundwater Measurements

The drillers checked for groundwater while advancing the penetration test boring, and again after auger withdrawal. We left the borehole open for an extended period of observation, as noted on the boring log before backfilling with cuttings mixed with bentonite chips.

E. Qualifications

E.1. Variations in Subsurface Conditions

E.1.a. Material Strata

We developed our evaluation, analyses, and recommendations from a limited amount of site and subsurface information. It is not standard engineering practice to retrieve material samples from exploration locations continuously with depth. Therefore, we must infer strata boundaries and thicknesses to some extent. Strata boundaries may also be gradual transitions, and project planning should expect the strata to vary in depth, elevation, and thickness, away from the exploration locations.

Variations in subsurface conditions present between exploration locations may not be revealed until performing additional exploration work or starting construction. If future activity for this project reveals any such variations, you should notify us so that we may reevaluate our recommendations. Such variations could increase construction costs, and we recommend including a contingency to accommodate them.

E.1.b. Groundwater Levels

We made groundwater measurements under the conditions reported herein and shown on the exploration log and interpreted in the text of this report. Note that the observation periods were relatively short, and project planning can expect groundwater levels to fluctuate in response to rainfall, flooding, irrigation, seasonal freezing and thawing, surface drainage modifications and other seasonal and annual factors.

E.2. Continuity of Professional Responsibility

E.2.a. Plan Review

We based this report on a limited amount of information, and we made a number of assumptions to help us develop our recommendations. We should be retained to review the geotechnical aspects of the designs and specifications. This review will allow us to evaluate whether we anticipated the design correctly, if any design changes affect the validity of our recommendations, and if the design and specifications correctly interpret and implement our recommendations.

E.2.b. Construction Observations and Testing

We recommend retaining us to perform the required observations and testing during construction as part of the ongoing geotechnical evaluation. This will allow us to correlate the subsurface conditions exposed during construction with those encountered by the borings and provide professional continuity from the design phase to the construction phase. If we do not perform observations and testing during construction, it becomes the responsibility of others to validate the assumption made during the preparation of this report and to accept the construction-related geotechnical engineer-of-record responsibilities.

E.3. Use of Report

This report is for the exclusive use of the addressed parties. Without written approval, we assume no responsibility to other parties regarding this report. Our evaluation, analyses and recommendations may not be appropriate for other parties or projects.

E.4. Standard of Care

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

Appendix

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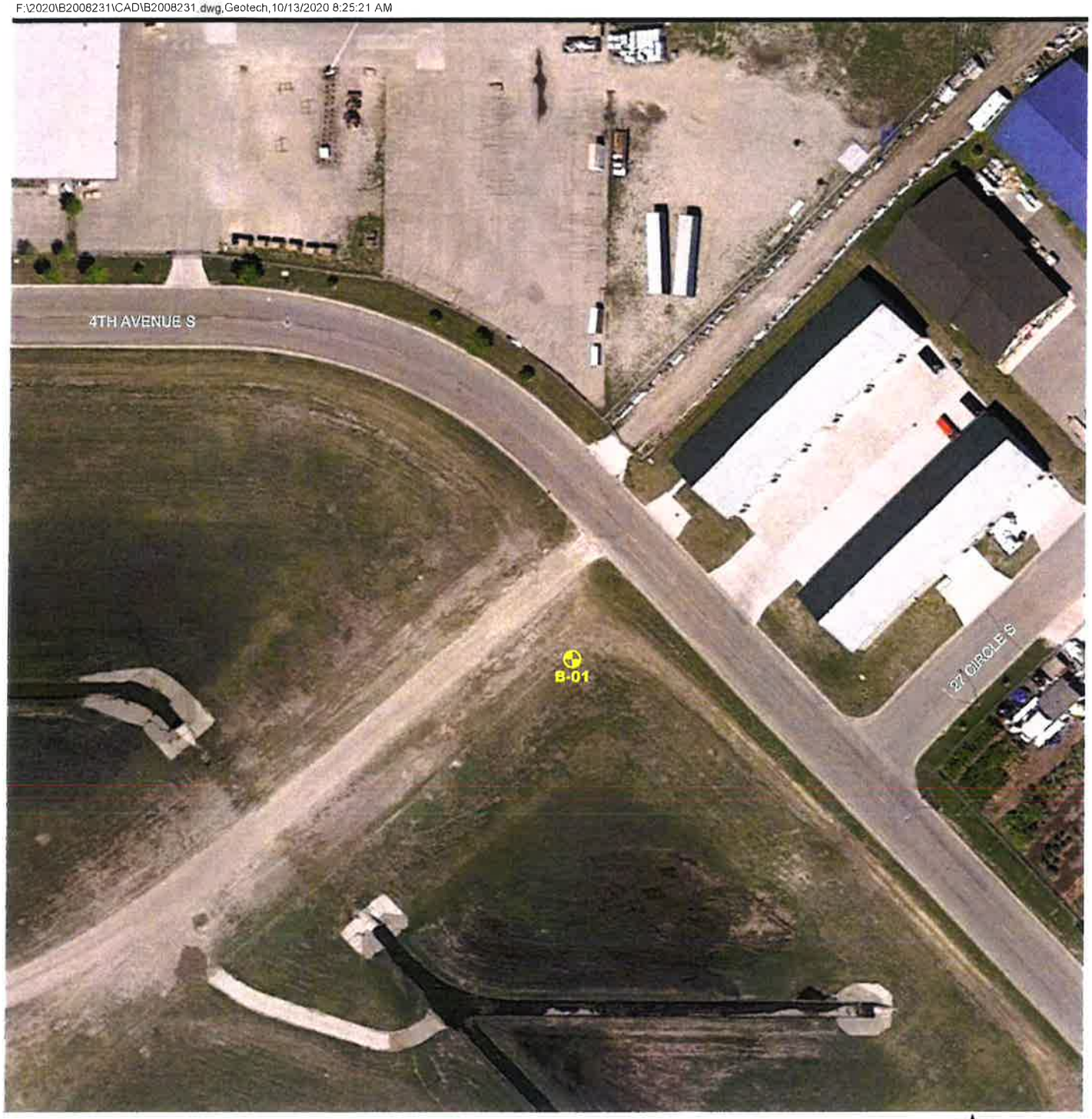


DENOTES APPROXIMATE LOCATION OF STANDARD PENETRATION TEST BORING

N

50' 0 100'

SCALE: 1" = 100'

BRAUN INTERTEC
The Science You Build On.
526 10th Street NE, Suite 300
West Fargo, ND 58078
701.232.8701
braunintertec.com

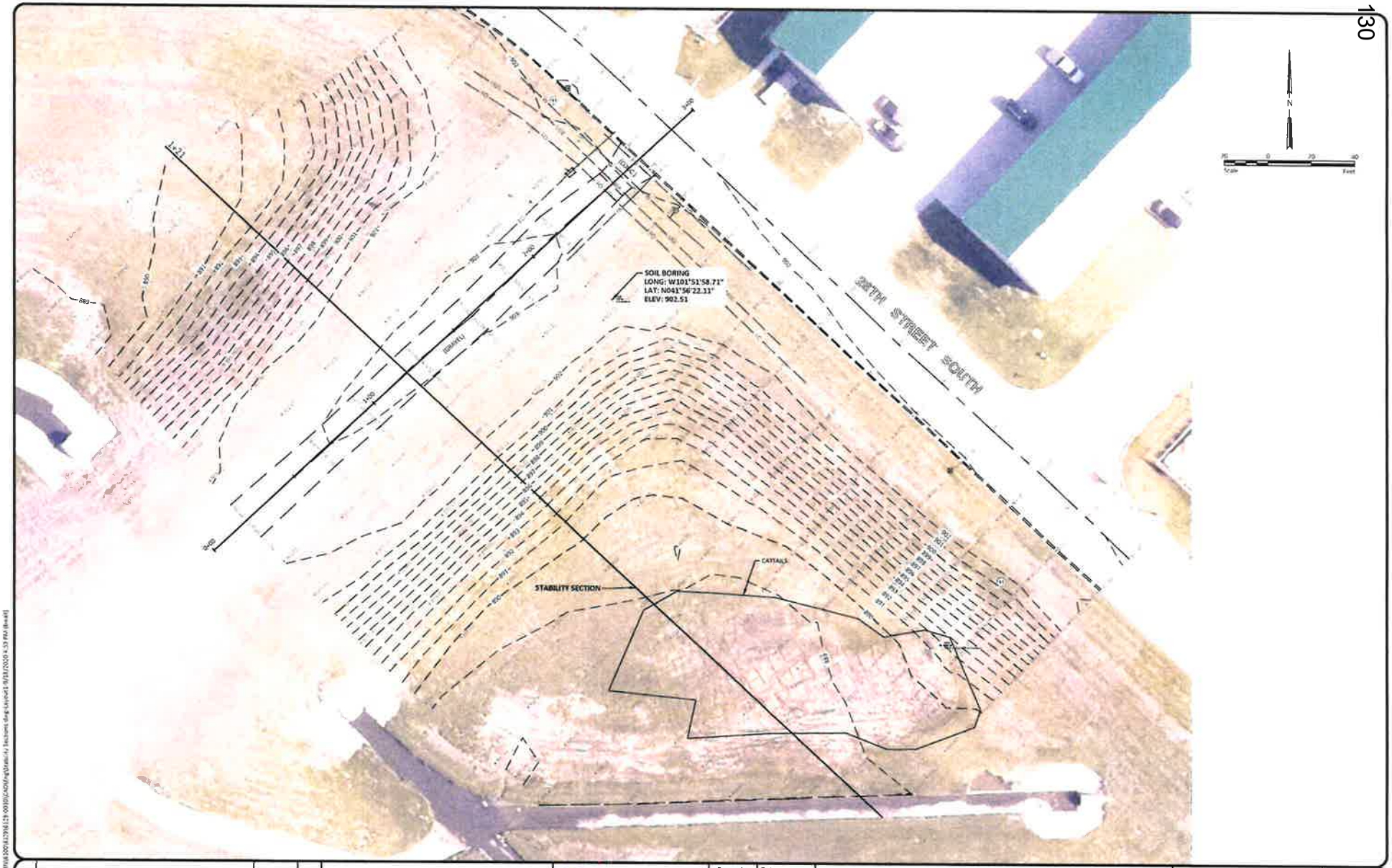
Project No:	B2008231
Drawing No:	B2008231
Drawn By:	LAO
Date Drawn:	10/13/20
Checked By:	CL
Last Modified:	10/13/20

Pond Slope Stability

4th Avenue S

Fargo, North Dakota

Boring Location Sketch



No.	Revision	Date	By

PRELIMINARY
Not for Construction

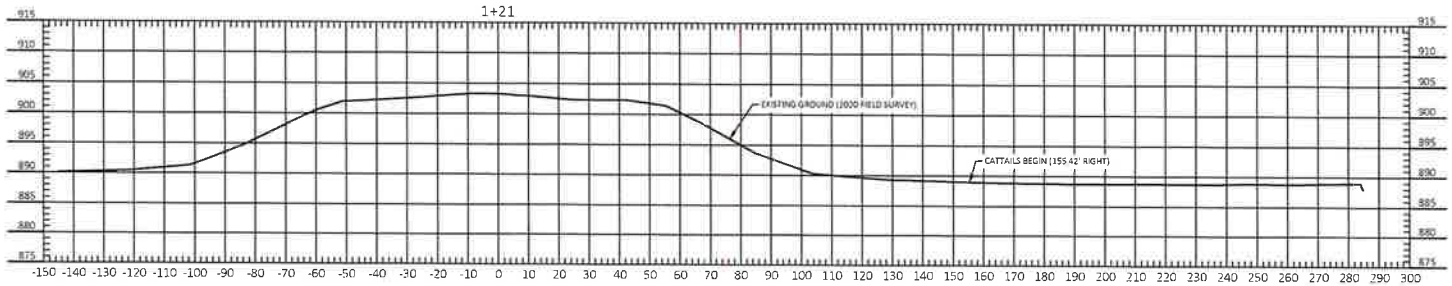
HOUSTON engineering, inc.

Drawn by	Date
BKW	9-18-20
Checked by	Scale
MPL	AS SHOWN

402 28TH ST S POND SURVEY
BRAUN INTERTEC
FARGO, NORTH DAKOTA

STABILITY SECTIONS PLAN
PROJECT NO. 6129-0010

SHEET 1



No.	Revision	Date	By

PRELIMINARY
Not for Construction

HOUSTON engineering, inc.

Drawn by	Date
BKW	9-18-20
Checked by	Scale
MPL	AS SHOWN

402 28TH ST S POND SURVEY
BRAUN INTERTEC
FARGO, NORTH DAKOTA

STABILITY SECTIONS
SECTION 1+21
PROJECT NO. 6129-0010

SHEET
2

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2008231
Geotechnical Evaluation
Pond Slope Stability
4th Ave S
Fargo, North Dakota

BORING: **B-01**

LOCATION: See attached sketch. Elevation provided by Houston Engineering.

LATITUDE:	46.87064	LONGITUDE:	-96.82782
DRILLER: D.Nash	LOGGED BY: C.Lindeman	START DATE:	09/18/20
END DATE:	09/18/20		
SURFACE ELEVATION: 902.5 ft	RIG: 7512	METHOD: 3 1/4" HSA	
SURFACING:	Grasses	WEATHER:	Sunny, breezy

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
		FILL: FAT CLAY (CH), brown and gray, moist		2-2-4-6 (6) 16"			
				3-4-5-6 (9) 18"		27	
897.5				3-3-4-5 (7) 18"	3.5	31	
5.0		FAT CLAY (CH), some Silt lenses, brown and gray, moist, iron oxide staining (ALLUVIUM)	5				
				TW 24"		38	LL=69, PL=19, PI=50 DD=83 pcf WD=114 pcf
				1-2-2-2 (4) 18"	1	39	
			10	1-1-2-3 (3) 18"	1	48	
				TW 24"		47	CU triaxial test results attached DD=72 pcf WD=106 pcf
		Mostly gray below 14 feet		1-2-2-2 (4) 18"	1	52	
			15				
		Organic odor from 16 to 18 feet		0-1-1-2 (2) 18"	0.75	49	
884.5							
18.0		SILTY SAND (SM), fine-grained, gray, moist, loose (ALLUVIUM)		1-3-4-5 (7) 18"			
			20				
879.5							
23.0	▽	SILT (ML), interbedded with Clay, gray, moist to wet, very loose (ALLUVIUM)					
			25	0-1-2 (3) 18"		39	
873.5							
29.0		SILTY SAND (SM), fine-grained, occasional Clay lenses, gray, wet, very loose (ALLUVIUM)	30	TW 22"			

Continued on next page

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2008231
Geotechnical Evaluation
Pond Slope Stability
4th Ave S
Fargo, North Dakota

BORING: **B-01**

LOCATION: See attached sketch. Elevation provided by Houston Engineering.

LATITUDE: 46.87064 | LONGITUDE: -96.82782

DRILLER: D.Nash | LOGGED BY: C.Lindeman | START DATE: 09/18/20 | END DATE: 09/18/20

SURFACE ELEVATION: 902.5 ft | RIG: 7512 | METHOD: 3 1/4" HSA | SURFACING: Grasses | WEATHER: Sunny, breezy

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
		SILTY SAND (SM), fine-grained, occasional Clay lenses, gray, wet, very loose (ALLUVIUM)	35	0-0-2 (2) 18"		35	P200=13%
865.5 / 37.0		POORLY GRADED SAND with SILT (SP-SM), fine-grained, gray, wet, very loose (ALLUVIUM)	40	1-2-2 (4) 18"			
859.5 / 43.0		FAT CLAY (CH), dark gray, moist, very soft (GLACIAL LAKE)	45	0-0-1 (1) 18"	0.5	66	
			50	0-0-0 WOH/ 18"	0.5	72	DD=58 pcf WD=99 pcf Water observed at 24.5 feet while drilling.
851.5 / 51.0		END OF BORING Boring then backfilled with bentonite grout	55 60				

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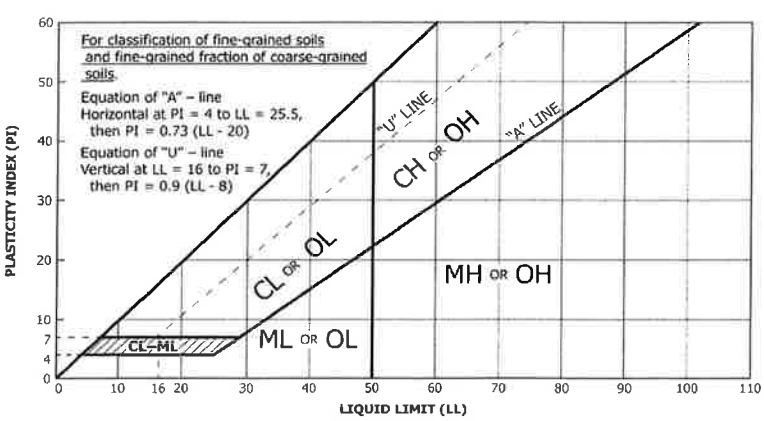
Descriptive Terminology of Soil

Based on Standards ASTM D2487/2488
(Unified Soil Classification System)

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests[A]				Soil Classification	
				Group Symbol	Group Name[B]
Coarse-grained Soils (more than 50% retained on No. 200 sieve)	Gravels (More than 50% of coarse fraction retained on No. 4 sieve)	Clean Gravels (Less than 5% fines[C])	$C_u \geq 4$ and $1 \leq C_c \leq 3$[D]	GW	Well-graded gravel[E]
			$C_u < 4$ and/or ($C_c < 1$ or $C_c > 3$)[D]	GP	Poorly graded gravel[E]
		Gravels with Fines (More than 12% fines[C])	Fines classify as ML or MH	GM	Silty gravel[E F G]
			Fines Classify as CL or CH	GC	Clayey gravel[E F G]
	Sands (50% or more coarse fraction passes No. 4 sieve)	Clean Sands (Less than 5% fines[H])	$C_u \geq 6$ and $1 \leq C_c \leq 3$[D]	SW	Well-graded sand[I]
			$C_u < 6$ and/or ($C_c < 1$ or $C_c > 3$)[D]	SP	Poorly graded sand[I]
		Sands with Fines (More than 12% fines[H])	Fines classify as ML or MH	SM	Silty sand[F G I]
			Fines classify as CL or CH	SC	Clayey sand[F G I]
Fine-grained Soils (50% or more passes the No. 200 sieve)	Silts and Clays (Liquid limit less than 50)	Inorganic	PI > 7 and plots on or above "A" line[J]	CL	Lean clay[K L M]
			PI < 4 or plots below "A" line[J]	ML	Silt[K L M]
		Organic	Liquid Limit – oven dried / Liquid Limit – not dried < 0.75	OL	Organic clay[K L M N] / Organic silt[K L M O]
	Silts and Clays (Liquid limit 50 or more)	Inorganic	PI plots on or above "A" line	CH	Fat clay[K L M]
			PI plots below "A" line	MH	Elastic silt[K L M]
		Organic	Liquid Limit – oven dried / Liquid Limit – not dried < 0.75	OH	Organic clay[K L M P] / Organic silt[K L M Q]
Highly Organic Soils		Primarily organic matter, dark in color, and organic odor		PT	Peat

A. Based on the material passing the 3-inch (75-mm) sieve.
B. If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.
C. Gravels with 5 to 12% fines require dual symbols:
   GW-GM well-graded gravel with silt
   GW-GC well-graded gravel with clay
   GP-GM poorly graded gravel with silt
   GP-GC poorly graded gravel with clay
D. $C_u = D_{60} / D_{10}$ $C_c = (D_{30})^2 / (D_{10} \times D_{60})$
E. If soil contains ≥ 15% sand, add "with sand" to group name.
F. If fines classify as CL-ML, use dual symbol GC-GM or SC-SM.
G. If fines are organic, add "with organic fines" to group name.
H. Sands with 5 to 12% fines require dual symbols:
   SW-SM well-graded sand with silt
   SW-SC well-graded sand with clay
   SP-SM poorly graded sand with silt
   SP-SC poorly graded sand with clay
I. If soil contains ≥ 15% gravel, add "with gravel" to group name.
J. If Atterberg limits plot in hatched area, soil is CL-ML, silty clay.
K. If soil contains 15 to < 30% plus No. 200, add "with sand" or "with gravel", whichever is predominant.
L. If soil contains ≥ 30% plus No. 200, predominantly sand, add "sandy" to group name.
M. If soil contains ≥ 30% plus No. 200 predominantly gravel, add "gravelly" to group name.
N. PI ≥ 4 and plots on or above "A" line.
O. PI < 4 or plots below "A" line.
P. PI plots on or above "A" line.
Q. PI plots below "A" line.



Particle Size Identification

Boulders..... over 12"
Cobbles..... 3" to 12"
Gravel
  Coarse..... 3/4" to 3" (19.00 mm to 75.00 mm)
  Fine..... No. 4 to 3/4" (4.75 mm to 19.00 mm)
Sand
  Coarse..... No. 10 to No. 4 (2.00 mm to 4.75 mm)
  Medium..... No. 40 to No. 10 (0.425 mm to 2.00 mm)
  Fine..... No. 200 to No. 40 (0.075 mm to 0.425 mm)
Silt..... No. 200 (0.075 mm) to .005 mm
Clay..... < .005 mm

Relative Proportions[L, M]

trace..... 0 to 5%
little..... 6 to 14%
with..... ≥ 15%

Inclusion Thicknesses

lens..... 0 to 1/8"
seam..... 1/8" to 1"
layer..... over 1"

Apparent Relative Density of Cohesionless Soils

Very loose ..... 0 to 4 BPF
Loose ..... 5 to 10 BPF
Medium dense..... 11 to 30 BPF
Dense..... 31 to 50 BPF
Very dense..... over 50 BPF

Consistency of Cohesive Soils	Blows Per Foot	Approximate Unconfined Compressive Strength
Very soft	0 to 1 BPF	< 0.25 tsf
Soft	2 to 4 BPF	0.25 to 0.5 tsf
Medium	5 to 8 BPF	0.5 to 1 tsf
Stiff	9 to 15 BPF	1 to 2 tsf
Very Stiff	16 to 30 BPF	2 to 4 tsf
Hard	over 30 BPF	> 4 tsf

Moisture Content:

Dry: Absence of moisture, dusty, dry to the touch.
Moist: Damp but no visible water.
Wet: Visible free water, usually soil is below water table.

Drilling Notes:

Blows/N-value: Blows indicate the driving resistance recorded for each 6-inch interval. The reported N-value is the blows per foot recorded by summing the second and third interval in accordance with the Standard Penetration Test, ASTM D1586.

Partial Penetration: If the sampler could not be driven through a full 6-inch interval, the number of blows for that partial penetration is shown as #/x" (i.e. 50/2"). The N-value is reported as "REF" indicating refusal.

Recovery: Indicates the inches of sample recovered from the sampled interval. For a standard penetration test, full recovery is 18", and is 24" for a thinwall/shelby tube sample.

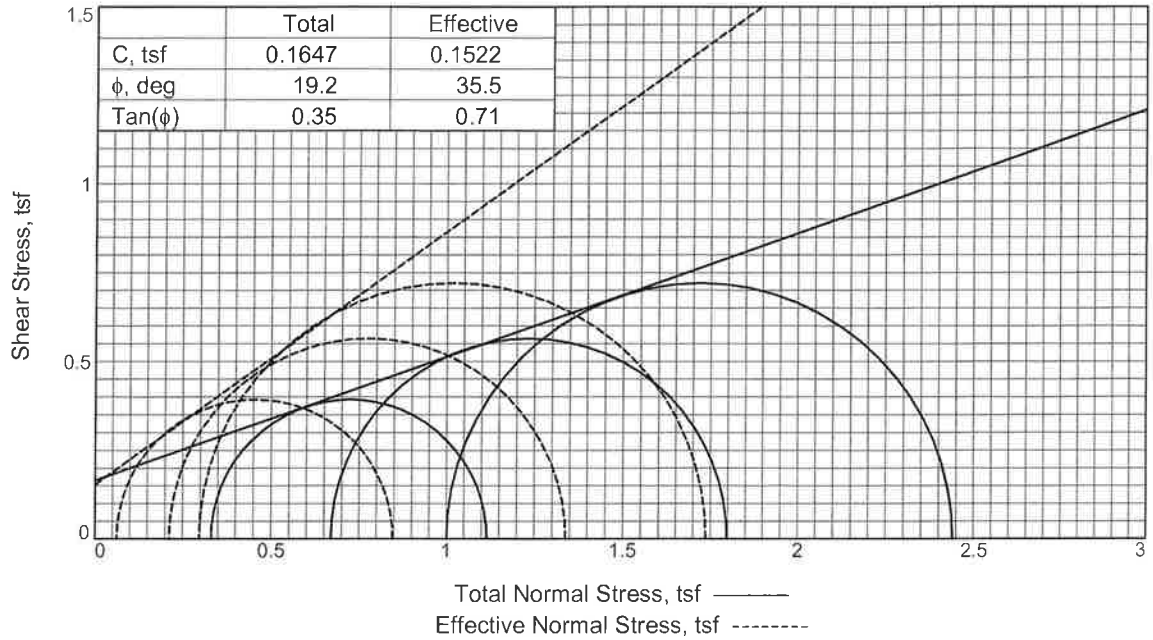
WOH: Indicates the sampler penetrated soil under weight of hammer and rods alone; driving not required.

WOR: Indicates the sampler penetrated soil under weight of rods alone; hammer weight and driving not required.

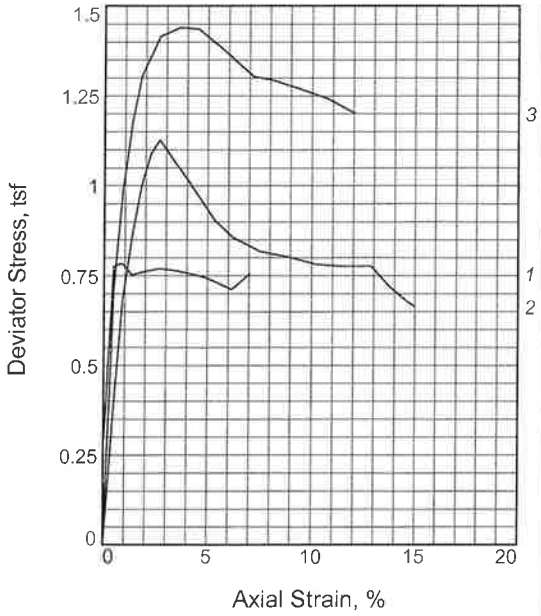
Water Level: Indicates the water level measured by the drillers either while drilling (▽), at the end of drilling (▼), or at some time after drilling (▼).

Laboratory Tests

DD	Dry density, pcf	**OC**	Organic content, %	**LL**	Liquid limit
WD	Wet density, pcf	**q_p**	Pocket penetrometer strength, tsf	**PL**	Plastic limit
P200	% Passing #200 sieve	**MC**	Moisture content, %	**PI**	Plasticity index
		q_u	Unconfined compression test, tsf		



	Total	Effective
C, tsf	0.1647	0.1522
ϕ, deg	19.2	35.5
Tan(ϕ)	0.35	0.71



Sample No.		1	2	3
Initial	Water Content, %	41.9	50.6	48.4
	Dry Density, pcf	74.0	70.3	73.8
	Saturation, %	88.6	97.9	99.8
	Void Ratio	1.2789	1.3968	1.3434
	Diameter, in.	1.398	1.430	1.430
	Height, in.	2.870	2.833	2.731
At Test	Water Content, %	47.0	50.0	45.7
	Dry Density, pcf	74.3	71.8	76.3
	Saturation, %	100.0	100.0	100.0
	Void Ratio	1.2680	1.3490	1.2655
	Diameter, in.	1.396	1.420	1.414
	Height, in.	2.866	2.814	2.700
Strain rate, %/min.		0.01	0.01	0.01
Back Pressure, tsf		6.797	6.458	6.127
Cell Pressure, tsf		7.128	7.128	7.128
Fail. Stress, tsf		0.784	1.128	1.440
Total Pore Pr., tsf		7.065	6.916	6.831
Ult. Stress, tsf		0.711	0.664	1.201
Total Pore Pr., tsf		6.921	6.605	6.604
$\bar{\sigma}_1$ Failure, tsf		0.847	1.339	1.737
$\bar{\sigma}_3$ Failure, tsf		0.063	0.212	0.297

Type of Test:
CU with Pore Pressures
Sample Type: Thinwall
Description: FAT CLAY, brown (CH)

Assumed Specific Gravity= 2.70
Remarks: CU Triax ASTM D 4767

Client: Xcel Energy Services, Inc.

Project: Pond Slope Stability
4th Ave S, Fargo, ND
Source of Sample: B-01 **Depth:** 12-14'

Proj. No.: B2008231 **Date Sampled:**

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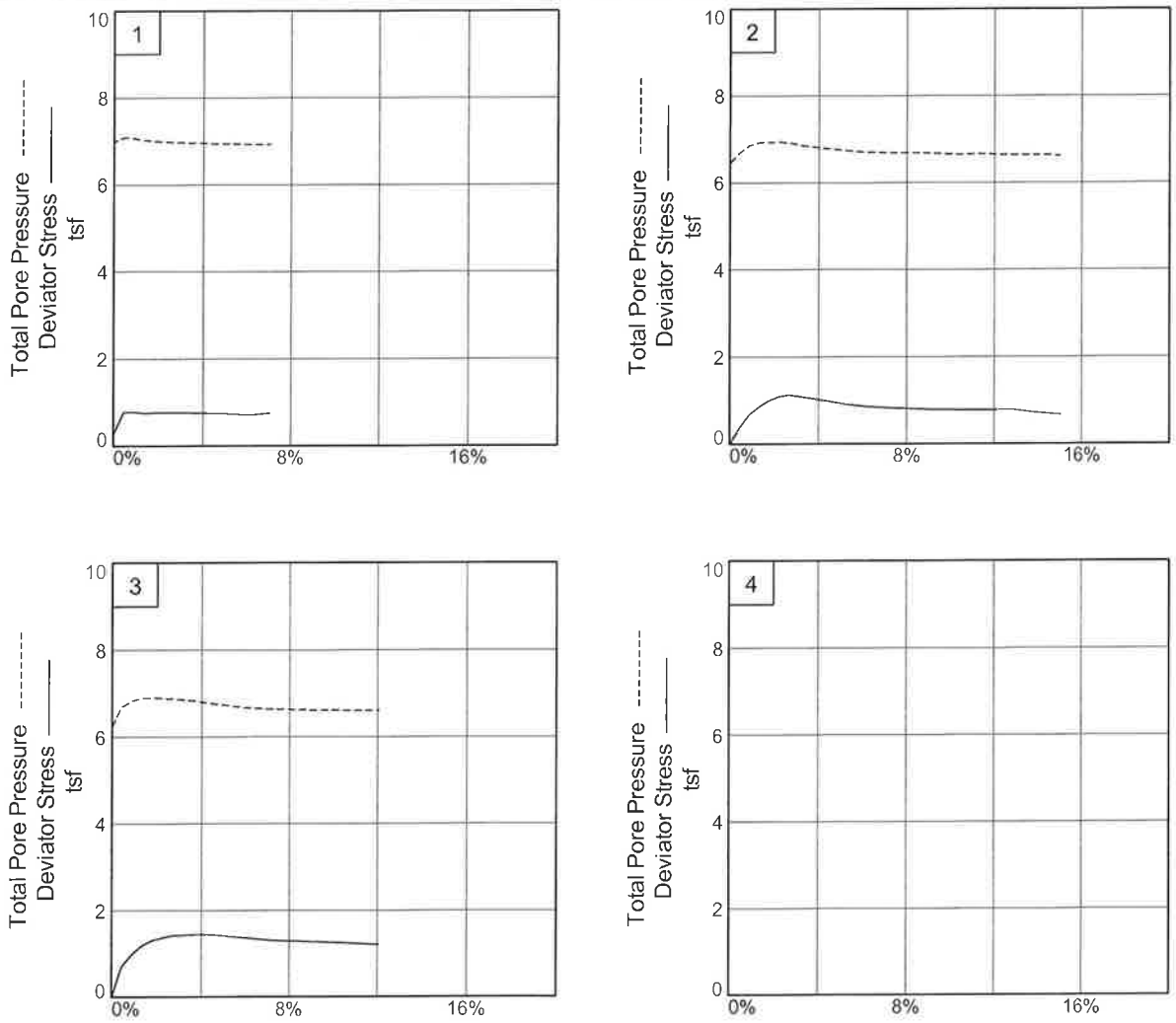
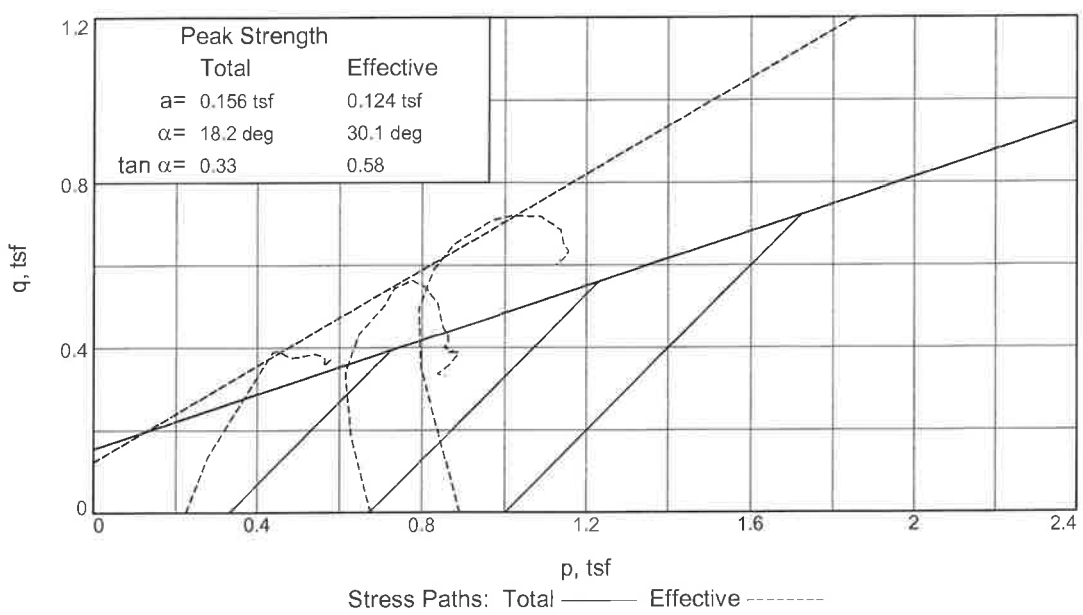
Figure _____





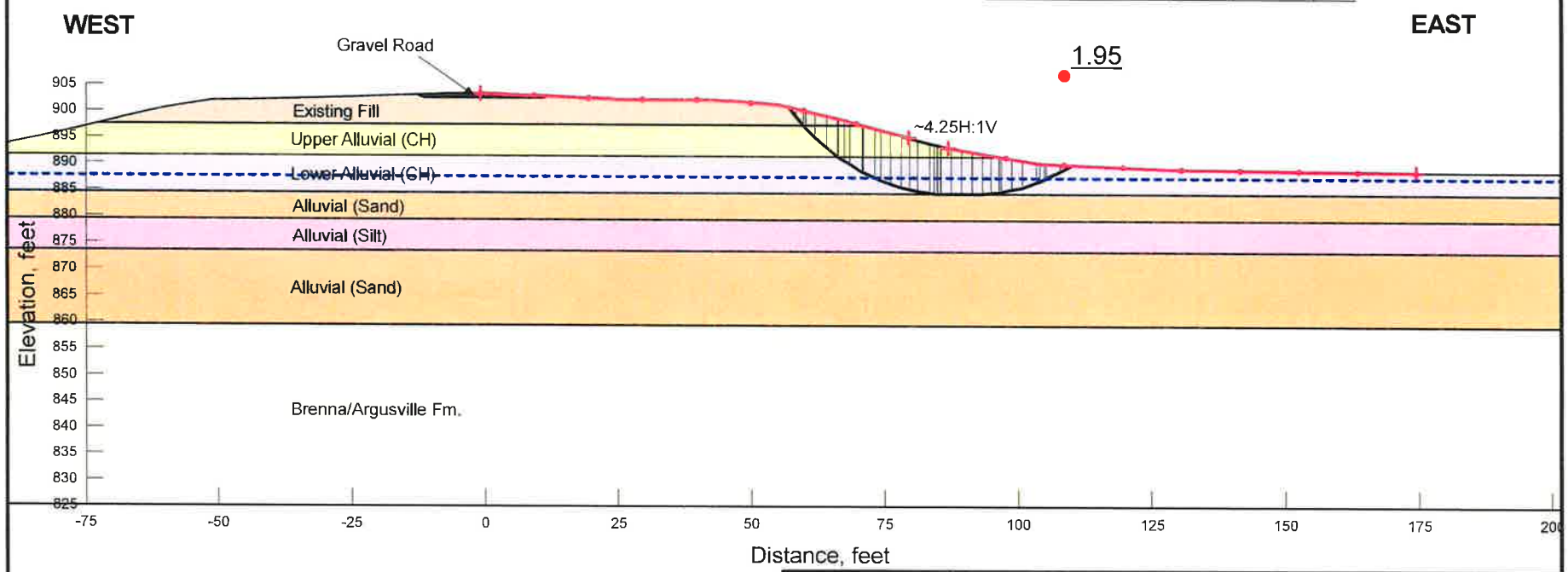
Client: Xcel Energy Services, Inc.
Project: Pond Slope Stability
Source of Sample: B-01 **Depth:** 12-14'
Project No.: B2008231 **Figure** _____

Braun Intertec

Project: Pond Slope Stability
Braun Project: B2008231
Location: 4th Avenue S, Fargo, ND

Analysis: existing slope, effective stress, NGW (887')

Color	Name	Unit Weight (pcf)	Cohesion' (psf)	Phi' (°)
	Alluvial (Sand)	120	0	29
	Alluvial (Silt)	115	0	27
	Brenna/Argusville	99	0	13
	Existing Fill	115	0	26
	Gravel Road	130	0	35
	Lower Alluvial (CH)	106	0	20
	Upper Alluvial (CH)	114	0	24



A1 - Existing - Long Term - Normal GW

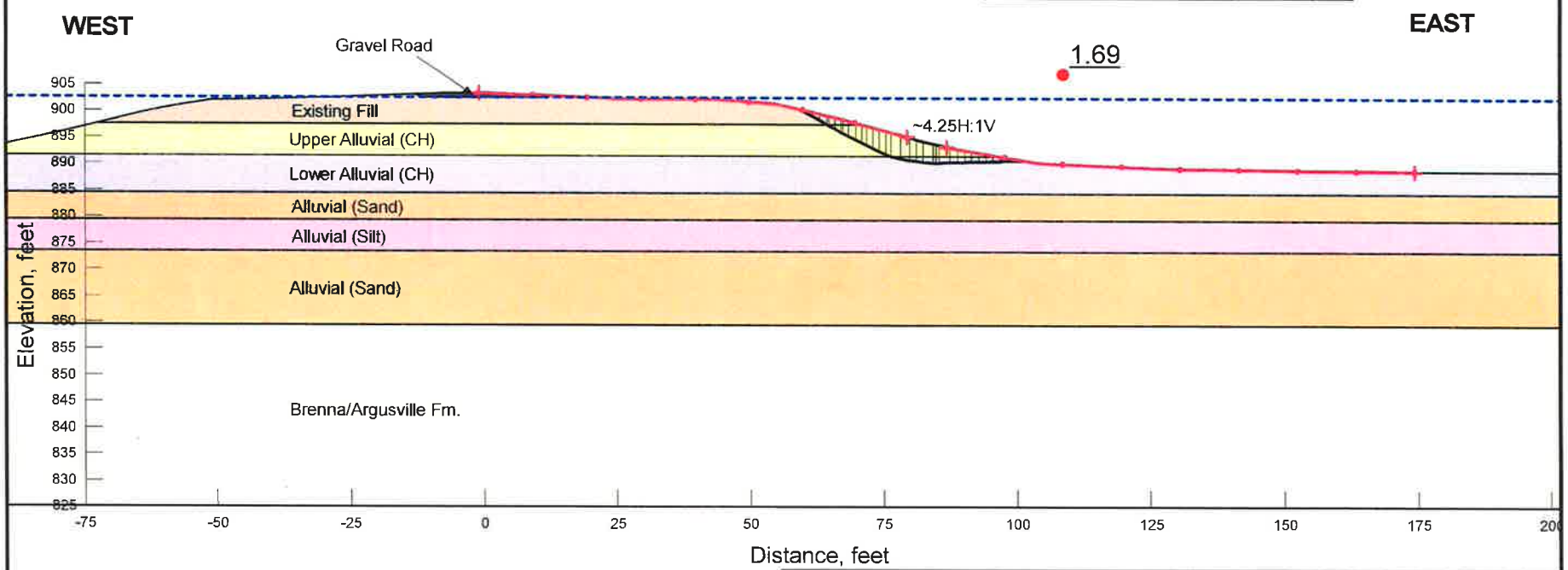
B2008231_Pond Slope Stability.gsz

10/26/2020 1:350

Project: Pond Slope Stability
Braun Project: B2008231
Location: 4th Avenue S, Fargo, ND

Analysis: existing slope, effective stress, flood (902')

Color	Name	Unit Weight (pcf)	Cohesion' (psf)	Phi' (°)
	Alluvial (Sand)	120	0	29
	Alluvial (Silt)	115	0	27
	Brenna/Argusville	99	0	13
	Existing Fill	115	0	26
	Gravel Road	130	0	35
	Lower Alluvial (CH)	106	0	20
	Upper Alluvial (CH)	114	0	24



A2 - Existing - Long Term - Flood

B2008231_Pond Slope Stability.gsz

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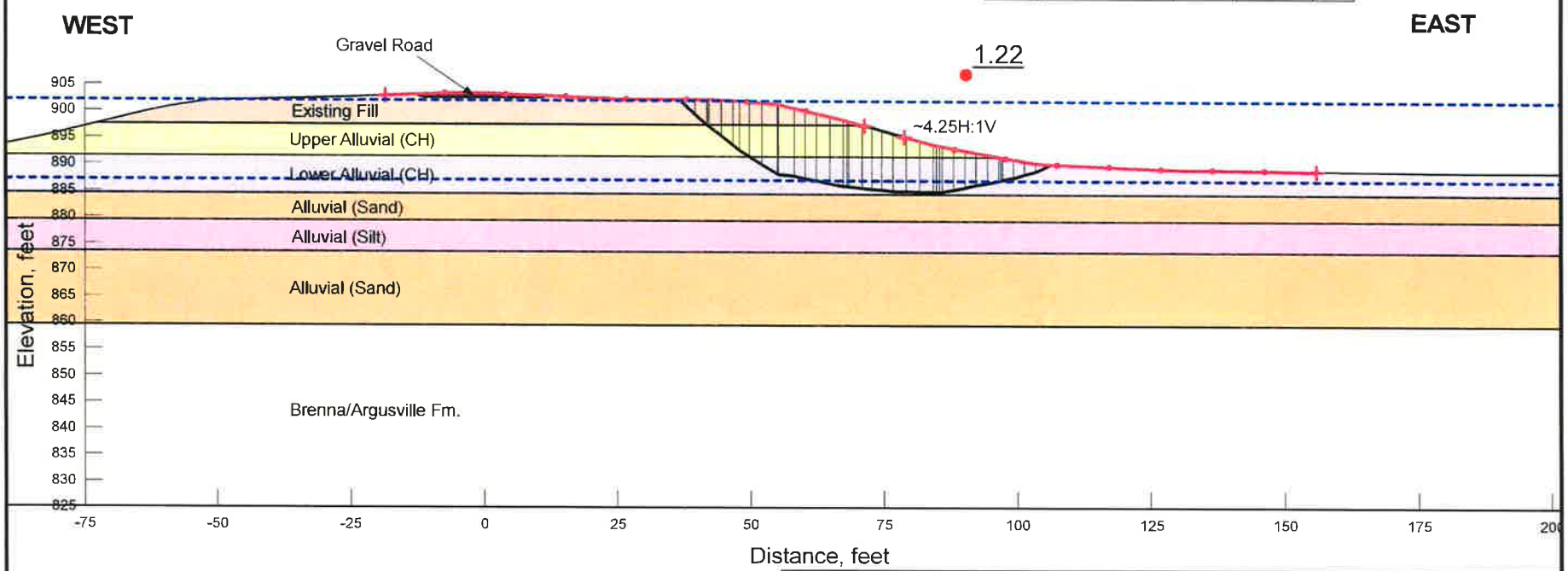
Project: Pond Slope Stability
Braun Project: B2008231
Location: 4th Avenue S, Fargo, ND

Analysis: existing slope, effective stress, drawdown

Color	Name	Unit Weight (pcf)	Cohesion' (psf)	Phi' (°)
	Alluvial (Sand)	120	0	29
	Alluvial (Silt)	115	0	27
	Brenna/Argusville	99	0	13
	Existing Fill	115	0	26
	Gravel Road	130	0	35
	Lower Alluvial (CH)	106	0	20
	Upper Alluvial (CH)	114	0	24



A3 - Existing - Long Term - Drawdown

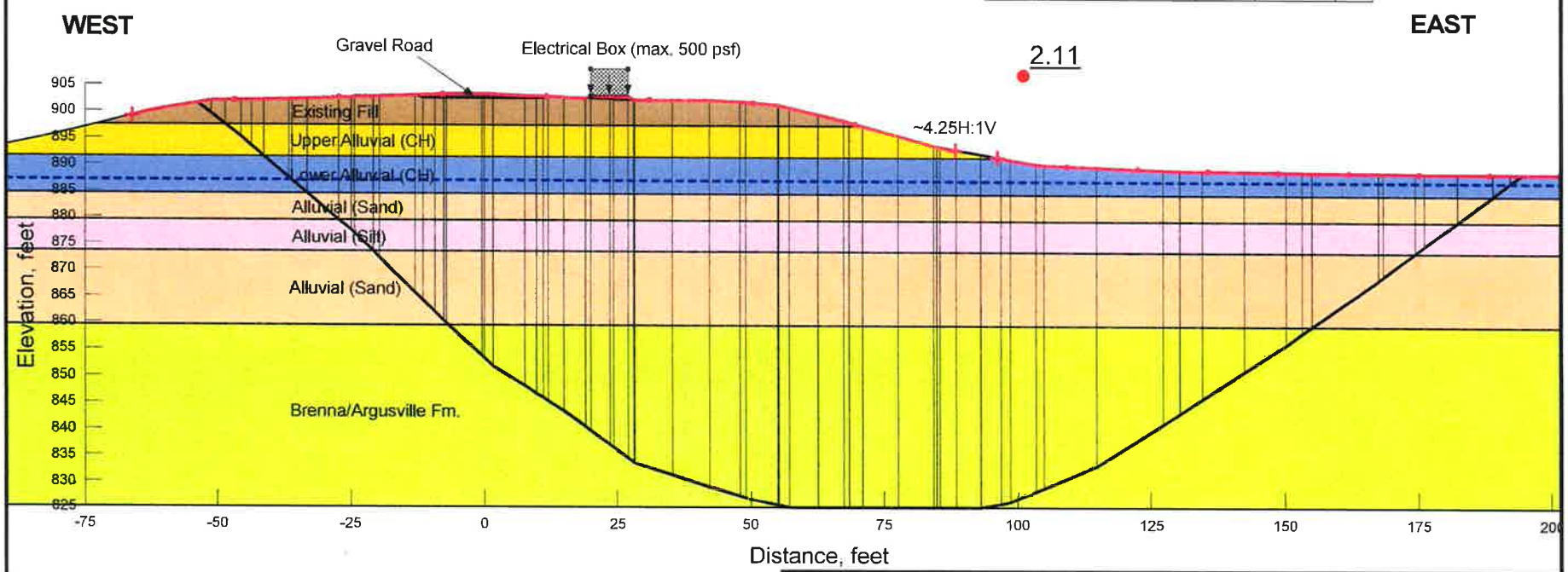
B2008231_Pond Slope Stability.gsz

10/26/2020 1:350

Project: Pond Slope Stability
Braun Project: B2008231
Location: 4th Avenue S, Fargo, ND

Analysis: end of construction, total stress, NGW (887')

Color	Name	Unit Weight (pcf)	Cohesion' (psf)	Phi' (°)
	Alluvial (Sand)	120	0	29
	Alluvial (Silt)	115	0	27
	Brenna/Argusville TS	99	500	0
	Existing Fill TS	115	900	0
	Gravel Road	130	0	35
	Lower Alluvial (CH) TS	106	700	0
	New Fill (Clay) TS	115	900	0
	Upper Alluvial (CH) TS	114	900	0



B1 - End of Construction - Short Term - Normal GW

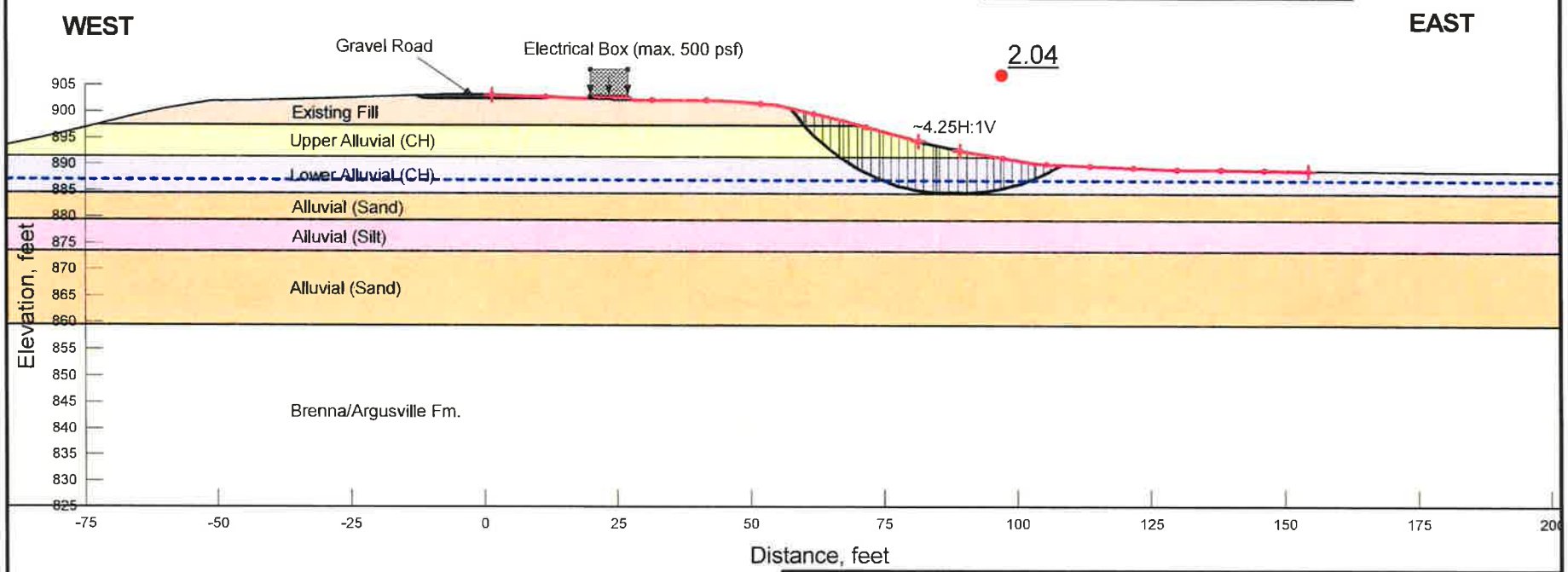
B2008231_Pond Slope Stability.gsz

10/26/2020 1:350

Project: Pond Slope Stability
Braun Project: B2008231
Location: 4th Avenue S, Fargo, ND

Analysis: post construction, effective stress, NGW (887')

Color	Name	Unit Weight (pcf)	Cohesion' (psf)	Phi' (°)
	Alluvial (Sand)	120	0	29
	Alluvial (Silt)	115	0	27
	Brenna/Argusville	99	0	13
	Existing Fill	115	0	26
	Gravel Road	130	0	35
	Lower Alluvial (CH)	106	0	20
	New Fill (Clay)	115	0	26
	Upper Alluvial (CH)	114	0	24



B2 - Post Construction - Long Term - Normal GW

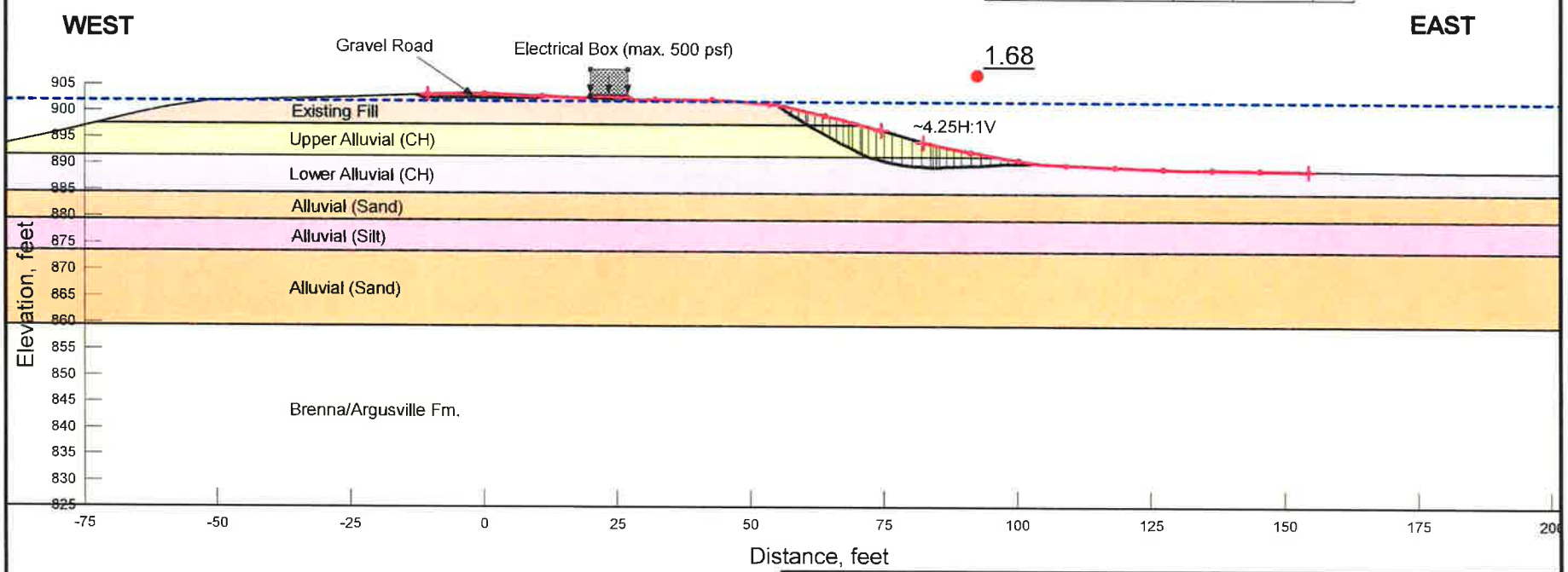
B2008231_Pond Slope Stability.gsz

10/26/2020 1:350

Project: Pond Slope Stability
Braun Project: B2008231
Location: 4th Avenue S, Fargo, ND

Analysis: post construction, effective stress, flood (902')

Color	Name	Unit Weight (pcf)	Cohesion' (psf)	Phi' (°)
	Alluvial (Sand)	120	0	29
	Alluvial (Silt)	115	0	27
	Brenna/Argusville	99	0	13
	Existing Fill	115	0	26
	Gravel Road	130	0	35
	Lower Alluvial (CH)	106	0	20
	New Fill (Clay)	115	0	26
	Upper Alluvial (CH)	114	0	24



B3 - Post Construction - Long Term - Flood

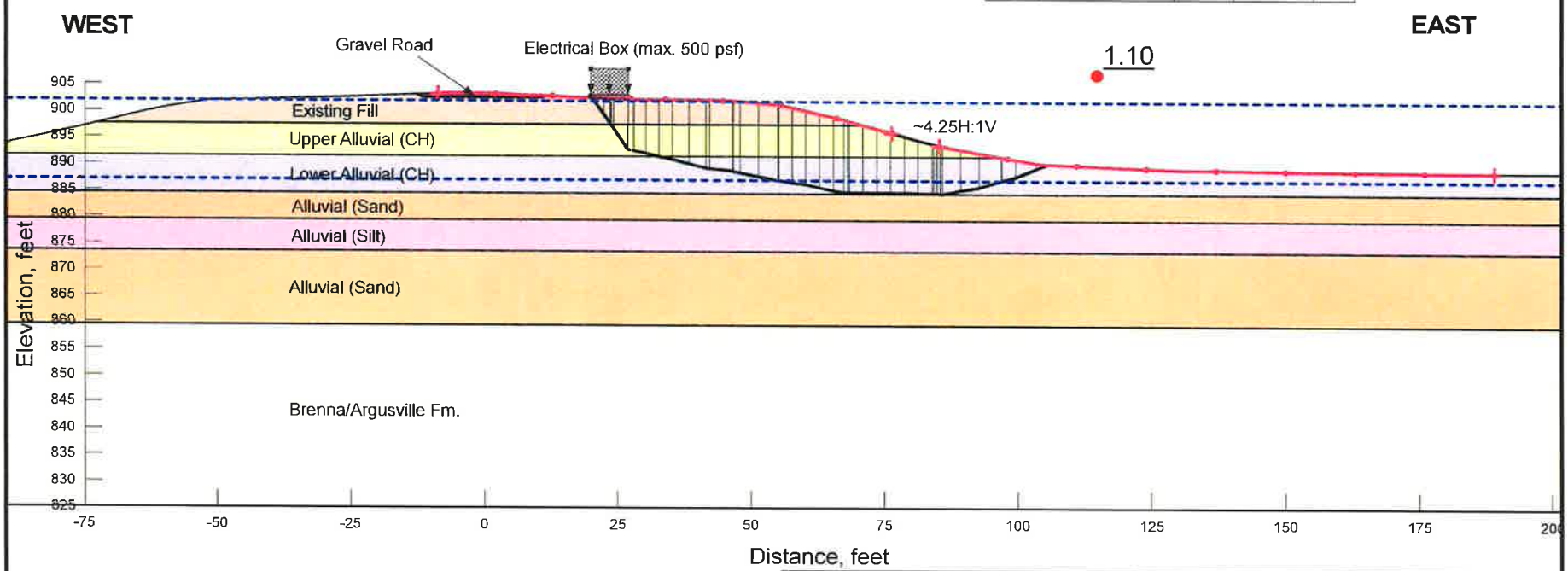
B2008231_Pond Slope Stability.gsz

10/26/2020 1:350

Project: Pond Slope Stability
Braun Project: B2008231
Location: 4th Avenue S, Fargo, ND

Analysis: post construction, effective stress, drawdown

Color	Name	Unit Weight (pcf)	Cohesion' (psf)	Phi' (°)
	Alluvial (Sand)	120	0	29
	Alluvial (Silt)	115	0	27
	Brenna/Argusville	99	0	13
	Existing Fill	115	0	26
	Gravel Road	130	0	35
	Lower Alluvial (CH)	106	0	20
	New Fill (Clay)	115	0	26
	Upper Alluvial (CH)	114	0	24



B4 - Post Construction - Long Term - Drawdown

B2008231_Pond Slope Stability.gsz

10/26/2020 1:350

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Xcel Public Utility Easement

Location: 4th Ave S btwn Fiechtner Dr & 28th St S

Date of Hearing: 8/31/2020

Routing	Date
City Commission	
PWPEC File	X
Project File	Kevin Gorder

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding a request from Xcel for an easement to install a switch in the corner of the detention pond at 4th Avenue South between Fiechtner Drive and 28th Street South.

On a motion by Brenda Derrig, seconded by Bruce Grubb, the Committee voted to recommend approval of the evaluation of Site 2 to include slope stability analysis, working with SE Cass, and to come back with a final recommendation.

RECOMMENDED MOTION
No Commission action.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: N/A

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Donald Kress
Steve Dirksen, Fire Chief	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, PE
City Engineer

C: Kristi Olson

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

Memorandum

To: Members of PWPEC

From: Kevin Gorder, Division Engineer

Date: August 26, 2020

Re: Xcel Easement – Detention Pond along 4th Avenue South between Fiechtner Drive and 28th Street South

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Background:

Xcel Electric is starting a project to upgrade power in downtown Fargo as the downtown area continues to grow. They are starting work on 36th Street South at 4th Street and will continue upgrading their systems working towards downtown Fargo. They plan to place as much of this upgraded power underground as possible to minimize the number of poles needed and they will continue to use existing poles in areas as part of this upgrade.

Included with this upgrade, Xcel would like to place a switch at this location to better serve their customers in this area. Xcel has requested an easement since most of this area does not have public utility easements and the right of way is congested with other utilities. The easement would be in the corner of the detention pond to minimize any impacts to the detention area.

Area is shown as option 1 below:

Recommended Motion:

Approve this easement and enter into an easement with Xcel for the installation of a switch at this location. Easement will be purchased by Xcel and considered a Public Utility Easement.

KOG\klb

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(9)

Type: Xcel 12" Gas Line Installation

Location: 45th Street & 33rd Avenue South

Date of Hearing: 3/29/2021

Routing	Date
City Commission	4/19/2021
PWPEC File	X
Project File	Kevin Gorder

The Committee reviewed communication from Division Engineer, Kevin Gorder, regarding a 4.5 mile Xcel project in which 2 miles will be inside the City of Fargo. This project is for the placement of a 12" gas main starting at 7th Avenue North and 9th Street in West Fargo and ending at 45th Street and 33rd Avenue South in Fargo and will be constructed this year. Xcel has been working with City Staff to identify a corridor for this infrastructure.

Last fall Xcel worked with the City to install temporary liquid natural gas equipment in the City right of way south of 52nd Avenue South near 45th Street to support the demand last winter in case of a cold snap. During the last cold snap it was used to meet the demand in south Fargo. This new gas line will provide a permanent fix to increase gas supply and meet the demand in south Fargo.

Xcel presented the project to the Committee and answered questions. Xcel discussed that the majority of the installation will be open cut and will affect local roadways. They are planning to bore the arterial roadways. There will also be an impact to the boulevard trees. They are still assessing the extent of that impact and will be working with staff on a resolution.

No motion made.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☐	☐	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Kevin Gorder, Division Engineer

Date: March 21, 2021

Re: Xcel 12" Gas Line Installation

Xcel worked with the City last fall to install temporary liquid natural gas equipment in the City right of way south of 52nd Avenue South near 45th Street. This equipment and storage tanks were needed to add gas to the south side of Fargo during the cold weather periods when gas usage can be very high. This equipment was used during the cold period in February. The permanent fix to increase gas supply will be to install a 12" gas main from 7th Avenue North and 9th Street in West Fargo to 45th Street and 33rd Avenue South in Fargo. The gas line is approximately 4.5 miles long with about 2 miles in Fargo. Xcel has been working with both communities for the best route and placement in each community.

In West Fargo, the route is basically along 9th Street/Veterans Boulevard between 7th Avenue North and I-94. Xcel will cross I-94 on the east side of Veterans Boulevard and will connect with 55th Street South just west of Sanford Hospital. The route will continue down 55th Street to Seter Drive near the Sanford Y and then continue on Seter across 32nd Avenue South to 33rd Avenue South. The pipeline will turn east on 33rd and continue to 45th Street. The majority of this installation will be open cut with bores planned under I-94, 32nd Avenue South, and 45th Street to minimize traffic impacts. Xcel is still looking at options to cross 23rd Avenue South near the SW corner of the Sanford Hospital complex. The original plan was to open cut this crossing due to the number of conflicting utilities in this area. Engineering has asked Xcel to consider boring under 23rd Avenue or at a minimum keep one lane open to ensure safe access to the emergency room at Sanford.

Xcel has put together a project team to work on this project. The team includes designers, right of way acquisition, and public relations. Xcel has started a website at https://www.xcelenergyfargo-westfargoproject.com/home for the public can keep updated on this large gas line project. Local contacts for this project include Shawn Paschke and Todd Hummel with Xcel Energy.

Xcel will have representatives at PWPEC with a short presentation and will be available for a short question and answer session if you have any questions.

Engineering will continue to work on the best location of this gas line and permit the installation as per City requirements.

THE CITY OF Fargo FAR MORE

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

10-1

April 14, 2021

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. SL-21-A1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, April 14, 2021, for Street Lighting, Project No. SL-21-A1, located Citywide.

The bids were as follows:

Strata Corporation	$262,497.50
Fargo Electric Construction Inc.	$300,398.40
Parsons Electric	$314,162.80
Engineer's Estimate	$244,145.00

The special assessment escrow is not required.

This office recommends award of the contract to Strata Corporation in the amount of $262,497.50 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs
Assistant City Engineer

TAK/klb

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # SL-21-A1

Street Lighting

Citywide

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

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

Street Lighting Project # SL-21-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Feedpoint site 1					
1	Repair Street Light Miscellaneous	EA	21.00	350.00	7,350.00
2	F&I Feed Point	EA	1.00	8,000.00	8,000.00
3	Directional Boring	LF	262.00	12.00	3,144.00
4	F&I Innerduct 1.5" Dia	LF	262.00	2.50	655.00
5	F&I Conductor #6 USE Cu	LF	786.00	2.00	1,572.00
6	Remove Feed Point	EA	2.00	250.00	500.00
7	F&I Pull Box	EA	1.00	1,000.00	1,000.00
				Feedpoint site 1 Total	22,221.00
Feedpoint site 2					
8	Repair Street Light Miscellaneous	EA	27.00	350.00	9,450.00
9	F&I Feed Point	EA	1.00	8,000.00	8,000.00
10	Directional Boring	LF	454.00	12.00	5,448.00
11	F&I Innerduct 1.5" Dia	LF	454.00	2.50	1,135.00
12	F&I Conductor #6 USE Cu	LF	1,362.00	2.00	2,724.00
13	Remove Feed Point	EA	3.00	100.00	300.00
				Feedpoint site 2 Total	27,057.00
Feedpoint site 3					
14	Repair Street Light Miscellaneous	EA	26.00	350.00	9,100.00
15	F&I Feed Point	EA	1.00	8,000.00	8,000.00
16	Directional Boring	LF	140.00	12.00	1,680.00
17	F&I Innerduct 1.5" Dia	LF	140.00	2.50	350.00
18	F&I Conductor #6 USE Cu	LF	420.00	2.00	840.00
19	Remove Feed Point	EA	3.00	100.00	300.00
				Feedpoint site 3 Total	20,270.00
Feedpoint site 4					
20	Repair Street Light Miscellaneous	EA	15.00	350.00	5,250.00
21	F&I Feed Point	EA	1.00	8,000.00	8,000.00
22	Directional Boring	LF	212.00	12.00	2,544.00
23	F&I Innerduct 1.5" Dia	LF	212.00	2.50	530.00
24	F&I Conductor #6 USE Cu	LF	636.00	2.00	1,272.00
25	Remove Feed Point	EA	2.00	100.00	200.00
				Feedpoint site 4 Total	17,796.00

Roundabout site 5

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # SL-21-A1

Street Lighting

26	Remove Street Light	EA	2.00	200.00	400.00
27	Remove Base	EA	2.00	700.00	1,400.00
28	Directional Boring	LF	150.00	12.00	1,800.00
29	F&I Innerduct 1.5" Dia	LF	150.00	2.50	375.00
30	F&I Conductor #6 USE Cu	LF	450.00	2.00	900.00
31	F&I Luminaire Type A	EA	2.00	800.00	1,600.00
32	F&I Light Standard Type A	EA	2.00	3,000.00	6,000.00
33	F&I Base 7' Deep Reinf Conc	EA	2.00	1,400.00	2,800.00
				Roundabout site 5 Total	15,275.00
Roundabout site 6					
34	Remove Base	EA	2.00	700.00	1,400.00
35	F&I Street Light Foundation	EA	2.00	1,200.00	2,400.00
36	F&I Innerduct 1.5" Dia	LF	75.00	10.00	750.00
37	F&I Conductor #6 USE Cu	LF	225.00	4.50	1,012.50
38	Relocate Street Light	EA	2.00	2,500.00	5,000.00
				Roundabout site 6 Total	10,562.50
Roundabout site 7					
39	Remove Base	EA	2.00	700.00	1,400.00
40	F&I Street Light Foundation	EA	2.00	1,200.00	2,400.00
41	F&I Innerduct 1.5" Dia	LF	75.00	10.00	750.00
42	F&I Conductor #6 USE Cu	LF	225.00	4.50	1,012.50
43	Relocate Street Light	EA	2.00	2,500.00	5,000.00
				Roundabout site 7 Total	10,562.50
Roundabout site 8					
44	Remove Base	EA	3.00	700.00	2,100.00
45	F&I Street Light Foundation	EA	3.00	1,200.00	3,600.00
46	F&I Innerduct 1.5" Dia	LF	75.00	10.00	750.00
47	F&I Conductor #6 USE Cu	LF	225.00	4.50	1,012.50
48	Relocate Street Light	EA	3.00	2,500.00	7,500.00
				Roundabout site 8 Total	14,962.50
Roundabout site 9					
49	Remove Base	EA	4.00	700.00	2,800.00
50	F&I Street Light Foundation	EA	4.00	1,000.00	4,000.00
51	F&I Innerduct 1.5" Dia	LF	100.00	10.00	1,000.00
52	F&I Conductor #6 USE Cu	LF	300.00	4.50	1,350.00
53	Relocate Street Light	EA	4.00	2,500.00	10,000.00
				Roundabout site 9 Total	19,150.00
Site 10					
54	Salvage Traffic Signal Equipment	LS	1.00	800.00	800.00
55	F&I Signal Cable AWG 14/20	LF	153.00	4.00	612.00
56	F&I Head 5 Sect Cluster w/12" LED MA Mtd	EA	1.00	4,000.00	4,000.00
				Site 10 Total	5,412.00
Site 11					
57	Remove Base	EA	1.00	700.00	700.00
58	F&I Street Light Foundation	EA	1.00	1,200.00	1,200.00

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # SL-21-A1

Street Lighting

59	F&I Innerduct 1.5" Dia	LF	25.00	10.00	250.00
60	F&I Conductor #6 USE Cu	LF	75.00	4.50	337.50
61	Relocate Street Light	EA	1.00	2,500.00	2,500.00
				Site 11 Total	4,987.50
Site 12					
62	F&I Detection In-Ground Loop	EA	1.00	2,000.00	2,000.00
				Site 12 Total	2,000.00
Site 13					
63	F&I Detection In-Ground Loop	EA	4.00	2,000.00	8,000.00
				Site 13 Total	8,000.00
Site 14					
64	Directional Boring	LF	195.00	12.00	2,340.00
65	F&I Innerduct 1.5" Dia	LF	195.00	2.50	487.50
66	F&I Conductor #6 USE Cu	LF	585.00	2.00	1,170.00
67	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	15.00	200.00	3,000.00
				Site 14 Total	6,997.50
Site 15					
68	F&I Detection In-Ground Loop	EA	1.00	2,000.00	2,000.00
				Site 15 Total	2,000.00
Site 16					
69	F&I Detection In-Ground Loop	EA	1.00	2,000.00	2,000.00
				Site 16 Total	2,000.00
Site 17					
70	F&I Elec Sign Driver Feedback Solar	EA	1.00	11,800.00	11,800.00
				Site 17 Total	11,800.00
Site 18					
71	Repair Street Light Miscellaneous	EA	1.00	1,500.00	1,500.00
				Site 18 Total	1,500.00
Site 19					
72	Directional Boring	LF	235.00	12.00	2,820.00
73	F&I Innerduct 1.5" Dia	LF	235.00	2.50	587.50
74	F&I Conductor #6 USE Cu	LF	705.00	2.00	1,410.00
				Site 19 Total	4,817.50
Site 20					
75	Repair Street Light Miscellaneous	EA	2.00	1,500.00	3,000.00
				Site 20 Total	3,000.00
Site 21					
76	F&I Base 5' Deep Reinf Conc	EA	1.00	800.00	800.00
77	Remove Base	EA	1.00	700.00	700.00
				Site 21 Total	1,500.00
Site 22					
78	F&I Base 5' Deep Reinf Conc	EA	1.00	800.00	800.00
79	Remove Base	EA	1.00	700.00	700.00
				Site 22 Total	1,500.00

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # SL-21-A1

Street Lighting

Site 23					
80	Repair Street Light Miscellaneous	EA	1.00	1,500.00	1,500.00
				Site 23 Total	1,500.00
Site 24					
81	Directional Boring	LF	349.00	12.00	4,188.00
82	F&I Innerduct 1.5" Dia	LF	349.00	2.50	872.50
83	F&I Conductor #6 USE Cu	LF	1,089.00	2.00	2,178.00
				Site 24 Total	7,238.50
Site 25					
84	Remove Feed Point	EA	1.00	500.00	500.00
				Site 25 Total	500.00
Site 26					
85	Directional Boring	LF	295.00	12.00	3,540.00
86	F&I Innerduct 1.5" Dia	LF	295.00	2.50	737.50
87	F&I Conductor #6 USE Cu	LF	885.00	2.00	1,770.00
				Site 26 Total	6,047.50
Site 27					
88	Directional Boring	LF	306.00	12.00	3,672.00
89	F&I Innerduct 1.5" Dia	LF	306.00	2.50	765.00
90	F&I Conductor #6 USE Cu	LF	318.00	2.00	636.00
91	Remove Feed Point	EA	2.00	250.00	500.00
92	F&I Pull Box	EA	1.00	1,000.00	1,000.00
				Site 27 Total	6,573.00
Site 28					
93	F&I Innerduct 1.5" Dia	LF	250.00	2.50	625.00
94	Directional Boring	LF	250.00	12.00	3,000.00
95	F&I Conductor #6 USE Cu	LF	750.00	2.00	1,500.00
				Site 28 Total	5,125.00
Site 29					
96	F&I Innerduct 1.5" Dia	LF	225.00	2.50	562.50
97	Directional Boring	LF	225.00	12.00	2,700.00
98	F&I Conductor #6 USE Cu	LF	675.00	2.00	1,350.00
				Site 29 Total	4,612.50
Site 30					
99	F&I Innerduct 1.5" Dia	LF	210.00	2.50	525.00
100	Directional Boring	LF	210.00	12.00	2,520.00
101	F&I Conductor #6 USE Cu	LF	630.00	2.00	1,260.00
				Site 30 Total	4,305.00
Site 31					
102	F&I Detection In-Ground Loop	EA	2.00	2,000.00	4,000.00
				Site 31 Total	4,000.00
Site 32					
103	F&I Innerduct 1.5" Dia	LF	233.00	2.50	582.50
104	Directional Boring	LF	233.00	12.00	2,796.00

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # SL-21-A1

Street Lighting

105	F&I Conductor #6 USE Cu	LF	699.00	2.00	1,398.00
				Site 32 Total	4,776.50
Site 33					
106	F&I Innerduct 1.5" Dia	LF	217.00	2.50	542.50
107	Directional Boring	LF	217.00	12.00	2,604.00
108	F&I Conductor #6 USE Cu	LF	651.00	2.00	1,302.00
				Site 33 Total	4,448.50
				Total Construction in $	**262,497.50**
			Engineering	10.00 %	26,249.75
			Legal & Misc	3.00 %	7,874.92
			Contingencies	5.00 %	13,124.88
			Administration	4.00 %	10,499.90
			Interest	4.00 %	10,499.90
				Total Estimated Costs	**330,746.85**
			Utility Funds - Street Lights - 528		330,746.85
				Unfunded Costs	**0.00**

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

Date: 04/14/2021

Tom Knakmuhs

Assistant City Engineer

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 4/14/21
NORTH DAKOTA

THE CITY OF Fargo FAR MORE

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

10-2

April 14, 2021

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. TM-21-A1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, April 14, 2021, for Pavement Markings, Project No. TM-21-A1, located Citywide.

The bids were as follows:

NorthStar Safety	$596,103.00
Engineer's Estimate	$616,385.00

The special assessment escrow is not required.

This office recommends award of the contract to NorthStar Safety in the amount of $596,103.00 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs
Assistant City Engineer

TAK/klb

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # TM-21-A1

Pavement Markings

Citywide

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

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

Pavement Markings Project # TM-21-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Pavement Markings					
1	Paint Epoxy Line 4" Wide	LF	46,000.00	2.00	92,000.00
2	Paint Epoxy Line 6" Wide	LF	15,000.00	3.00	45,000.00
3	Paint Epoxy Line 8" Wide	LF	4,000.00	4.00	16,000.00
4	Paint Epoxy Line 16" Wide	LF	500.00	15.00	7,500.00
5	Paint Epoxy Line 24" Wide	LF	2,000.00	20.00	40,000.00
6	Paint Epoxy Message	SF	1,328.00	16.00	21,248.00
7	F&I Grooved Plastic Film 4" Wide	LF	1,800.00	5.70	10,260.00
8	F&I Grooved Plastic Film 6" Wide	LF	1,500.00	9.50	14,250.00
9	F&I Grooved Plastic Film 8" Wide	LF	1,300.00	11.00	14,300.00
10	F&I Grooved Plastic Film 16" Wide	LF	1,000.00	22.00	22,000.00
11	F&I Grooved Plastic Film 24" Wide	LF	1,700.00	35.00	59,500.00
12	F&I Grooved Contrast Film 7" Wide	LF	17,000.00	11.00	187,000.00
13	F&I Grooved Plastic Film Message	SF	160.00	37.00	5,920.00
14	Obliterate Pavement Markings	SF	25.00	5.00	125.00
15	F&I Grooved Contrast Film 11" Wide	LF	2,000.00	14.00	28,000.00
16	F&I Contrast Tape Messages	SF	750.00	44.00	33,000.00
				Pavement Markings Total	596,103.00
				Total Construction in $	**596,103.00**
			Engineering	10.00 %	59,610.30
			Legal & Misc	3.00 %	17,883.09
			Contingencies	5.00 %	29,805.15
			Administration	4.00 %	23,844.12
			Interest	4.00 %	23,844.12
				Total Estimated Costs	**751,089.78**
				Sales Tax Funds - Infrastructure - 420	751,089.78
				Unfunded Costs	**0.00**

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

Date: 04/14/2021

Tom Knakmuhs

Assistant City Engineer

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 4/14/21
NORTH DAKOTA

THE CITY OF Fargo FAR MORE

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

(10-3)

April 14, 2021

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. TR-21-A1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, April 14, 2021, for Traffic Signal, Rehab/Reconstruction, Project No. TR-21-A1, located Citywide.

The bids were as follows:

Strata Corporation	$428,202.00
Fargo Electric Construction Inc.	$460,068.00
Parsons Electric	$517,479.20
Engineer's Estimate	$412,544.00

The special assessment escrow is not required.

This office recommends award of the contract to Strata Corporation in the amount of $428,202.00 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs
Assistant City Engineer

TAK/klb

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # TR-21-A1

Traffic Signal, Rehab/Reconstruction

Citywide

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

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

Traffic Signal, Rehab/Reconstruction Project # TR-21-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Traffic Signals					
1	Rem & Repl Traffic Signal LED	EA	268.00	300.00	80,400.00
2	F&I Emerg Veh Pre-emption Components	LS	23.00	500.00	11,500.00
3	Modify Traffic Signal System	LS	2.00	5,500.00	11,000.00
4	Salvage Traffic Signal Equipment	LS	1.00	2,000.00	2,000.00
5	F&I Signal Cable AWG 14/20	LF	774.00	5.00	3,870.00
6	F&I Head 4 Sect w/12" LED MA Mtd	EA	4.00	1,800.00	7,200.00
7	F&I Foundation Type V	EA	6.00	600.00	3,600.00
8	F&I Flashing Beacon School Solar	EA	6.00	14,500.00	87,000.00
9	F&I Signal Cable AWG 14/7	LF	258.00	4.00	1,032.00
				Traffic Signals Total	207,602.00
Street Lighting					
10	F&I Luminaire Type B	EA	220.00	700.00	154,000.00
11	F&I Luminaire Type A	EA	111.00	600.00	66,600.00
				Street Lighting Total	220,600.00
				Total Construction in $	**428,202.00**
			Engineering	10.00 %	42,820.20
			Legal & Misc	3.00 %	12,846.06
			Contingencies	5.00 %	21,410.10
			Administration	4.00 %	17,128.08
			Interest	4.00 %	17,128.08
				Total Estimated Costs	**539,534.52**
				Utility Funds - Street Lights - 528	539,534.52
				Unfunded Costs	**0.00**

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

Date: 04/14/2021

Tom Knakmuhs

Assistant City Engineer

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 4/14/21
NORTH DAKOTA

(11)

To: Board of City Commissioners
From: Rob Sobolik, FARGODOME General Manager
Subject: FARGODOME 2021 Grant Applications
Date: April 5, 2021

FARGODOME requests your permission to apply for two venue relevant 2021 grant opportunities:

State Homeland Security Grant Program (97.067)
Funded through the Department of Homeland Security (DHS-21-GPD-067-00-02)

This recently announced Security Grant covers projects supporting national priorities including the protection of "crowded places", and specifically lists security cameras and access controls. FARGODOME staff have been working with City of Fargo IS and Emergency Management to develop a plan to move FARGODOME's keyless entry and camera systems to the same equipment and vendors as other City of Fargo buildings. Estimated costs are still being gathered, but the project will likely exceed $100,000. The grant does not appear to require a local match. In the event local funding is required, a budget request will be brought forward to fund the project from FARGODOME's escrow account. The grant award date is November 2021 with commencement of the project to begin at that time.

Shuttered Venue Operators Grant (SVOG)
Funded through the Small Business Administration (CFDA 59.075)

The Shuttered Venue Operators Grant program is Section 324 of the Economic Aid to Hard-Hit Small Businesses, Nonprofits and Venues Act (Economic Aid Act) signed into federal law on December 27, 2020. The law includes $15 billion in grants to operators of shuttered venues due to the COVID pandemic. No local share is required. Eligible entities may qualify for grants equal to the lessor of forty-five percent of 2019 gross earned revenue or $10 million.

Recommended Motion:
Approve FARGODOME's request to apply for two venue relevant 2021 grant opportunities: State Homeland Security Grant Program and SBA's Shuttered Venue Operators Grant.

RS/sjt
cc: Kent Costin

(12)

CITY OF FARGO
GENERAL FUND - BUDGET TO ACTUAL
THROUGH MARCH 2021
(UNAUDITED)

	2021 BUDGET	2021 ACTUAL	VARIANCE
REVENUES:			
Taxes	$ 28,457,526	$ 28,680,208	$ 222,682
Licenses & Permits	1,117,092	1,215,569	98,477
Fines & Traffic Tickets	600,616	309,624	(290,992)
Intergovernmental Revenue	1,442,414	1,250,789	(191,625)
Charges for Services	1,931,211	1,621,596	(309,615)
Interest	874,677	529,196	(345,481)
Miscellaneous Revenue	24,999	205,163	180,164
Transfers In	3,270,190	3,051,454	(218,736)
Total Revenues	**$ 37,718,725**	**$ 36,863,599**	**$ (855,126)**
EXPENDITURES:			
City Administrator	$ 2,773,229	$ 2,644,789	$ 128,440
Finance	1,797,250	1,465,445	331,805
Planning & Development	1,397,491	1,280,841	116,650
Public Works	4,122,125	3,494,683	627,442
Fire Department	3,072,187	2,993,474	78,713
Police	5,142,156	4,792,264	349,892
Health	2,701,900	2,643,268	58,632
Library	1,101,042	1,105,095	(4,053)
Commission	218,267	172,935	45,332
Civic Center	-	-	-
Social Services	316,133	281,234	34,899
Capital Outlay	101,619	16,558	85,061
Vehicle Replacement/IT	5,090	95,769	(90,679)
Contingency	(262,392)	(380)	(262,012)
Transfers Out	3,072,226	2,558,678	513,548
Total Expenditures	**$ 25,558,323**	**$ 23,544,653**	**$ 2,013,670**
Excess of Revenue Over (Under) Expenditures	**$ 12,160,402**	**$ 13,318,946**	**$ 1,158,544**

THE CITY OF Fargo FAR MORE

FINANCE OFFICE
PO Box 2083
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1333 | Fax: 701.476.4188
www.FargoND.gov

(13)

TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE KAC

RE: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING - CFDA 16.034

DATE: APRIL 13, 2021

A Coronavirus Emergency Supplemental Funding grant (CESF) has been awarded to the City of Fargo. This grant will be passed on to the YWCA Cass Clay for COVID related purchases related to technology and teleworking. The grant provides 100% funding so no local match is required.

In accordance with our grants administrative policy your approval of this grant agreement is requested.

Suggested Motion:

Approve the Coronavirus Emergency Supplemental Funding (CESF) grant for $11,761 and designate the YWCA Cass Clay as a pass-through grant recipient.

STATE OF NORTH DAKOTA
OFFICE OF ATTORNEY GENERAL
STATE CAPITOL
600 E BOULEVARD AVE DEPT 125
BISMARCK, ND 58505-0040
(701) 328-2210
www.attorneygeneral.nd.gov

Wayne Stenehjem
ATTORNEY GENERAL

December 31, 2020

Ms. Erin Prochnow, CEO
YWCA Cass Clay
4650 38th Ave S, Ste 110
Fargo, ND 58104

Dear Ms. Prochnow,

Your agency has been awarded $11,761 in Coronavirus Emergency Supplemental funds for approved expenses dating March 13, 2020, until December 31, 2021, to be used toward your agency's approved project.

To accept this award, please review, complete, sign, and return the enclosed documents (listed below) to the Office of Attorney General by Friday, January 15, 2021:

1. Grant Award and Acceptance
2. Budget Detail
3. Contact Information Document
4. A-133 Audit Certification
5. Non-Supplanting Certification
6. Certified Conditions (return just the signature page)

**Please be sure to retain a copy of the above documents for your grant file.*

Please carefully review all the award documents. Reimbursements will only be paid via electronic funds transfer. Federal funds will not be disbursed until these forms have been completed, signed, and returned to the Office of Attorney General electronically by emailing the signed forms to: skcouture@nd.gov

Please take note of the following information contained in the award documents:

- Your project period is March 13, 2020 - December 31, 2021.
- The total amount of the funds awarded by the Drug and Violent Crime Policy Board has been inserted on the Grant Award and Acceptance Form.

- The Budget Summary has been completed according to recommendations made by the Drug and Violent Crime Policy Board. Any expenditure not in compliance with this Budget Summary will be considered unallowable and will not be reimbursed without prior approval.

- Please be sure to review the Special Condition/Funding Restriction Section to determine if special conditions and/or funding restrictions are attached to the grant award.

- The certified conditions in this document need to be reviewed and followed to stay in compliance with state regulations. The project director, authorized official, and fiscal officer must sign this certification indicating that they have read, understood, and agreed to abide by all the conditions pertaining to the administration of this grant award.

Reimbursements will be issued following the submission and approval of subrecipient's Summary Financial Reports (SFR).

We look forward to working with you on this project. If you have any questions or require additional information, please email me at skcouture@nd.gov.

Sincerely,

Sarah Couture

Sarah Couture
Grants/Contracts Officer II

SC/gb

Enclosures: Grant Award and Acceptance
Budget Detail
Contact Information Document
A-133 Audit Certification
Non-Supplanting Certification
Certified Conditions

GRANT AWARD AND ACCEPTANCE
Coronavirus Emergency Supplemental Funding (CESF) Program
OFFICE OF ATTORNEY GENERAL
7/2018

Subrecipient City of Fargo		DUNS #	Grant # 40416
Implementing Agency YWCA Cass Clay		Make ACH Payable To	
Project Director Erin Prochnow	Title CEO	Email eprochnow@ywcacassclay.or	Phone 701-232-2547
Fiscal Officer Katie Severson	Title Finance Director	Email kseverson@ywcacassclay.org	Phone
Federal Awarding Agency Office of Justice Programs		CFDA # 16.034	FAIN # 2020-VD-BX-0276
Project Description Coronavirus Emergency Supplemental Funding (CESF) Program		Federal Award Period 1/20/2020 – 1/31/2022	Project Period 3/13/2020-12/31/2021
	Amount of Federal Funds Obligated by this Action $11,761.00	Total Federal Award $2,082,871	

AWARD SUMMARY

ITEM	PROJECT COST	SOURCE OF FUNDS		PERCENTAGE
Overtime		FEDERAL	11,761.00	100%
Supplies	11,761.00			
Equipment				
Other				
TOTAL	**$11,761.00**	**TOTAL**	$11,761.00	100%

GENERAL AND SPECIAL CONDITIONS

The subrecipient may submit approved expenses back to March 13, 2020.

This is a non-R&D award and approved subject to the conditions outlined above and on the attached pages.

Date Awarded	Signature of Attorney General or Designee	Printed Name and Title
December 21, 2020	Becky Keller	Becky Keller, Director of Finance and Administration

ACCEPTANCE

The subrecipient and implementing agency accept this grant and promises to comply with all conditions and terms that apply to it. The project director and fiscal officer agree to submit timely financial and progress reports as set forth.

Date Accepted	Signature of Authorized Official	Name and Title (printed)
Date Accepted	Signature of Project Director Erin Prochnow	Name and Title (printed) ERIN PROCHNOW. CEO
Date Accepted	Signature of Fiscal Officer Katie Severson	Name and Title (printed) Katie Severson, Finance Director

Grant # 40416

BUDGET DETAIL
Coronovirus Emergency
Supplemental Funding Program
Office of Attorney General

Recipient: City of Fargo
Implementing Agency: YWCA Cass Clay
Contact Name (P.D.): Erin Prochnow

CESF Request Detail

Item	Qty	Unit	$/Unit	Total	Approved	Denied
Supplies			-	-	x	
Laptop Computer	1	each	2,218.00	2,218.00	x	
Laptop Computers	2	each	1,286.00	2,572.00	x	
Docking Stations	2	each	252.00	504.00	x	
LCD Monitors	2	each	141.00	282.00	x	
Digital Imaging Systems (printers)	3	each	729.00	2,187.00	x	
PowerLine AV2 600 (for printers)	2	each	110.00	220.00	x	
Toner	4	each	30.00	120.00	x	
Wireless Headset System	1	each	3,658.00	3,658.00	x	
			Total Supplies $	11,761.00		

Total Request $ 11,761.00

CESF APPROVED BUDGET

Item	Qty	Unit	$/Unit	Total
Supplies	-	-	-	-
Laptop Computer	1.00	each	2,218.00	2,218.00
Laptop Computers	2.00	each	1,286.00	2,572.00
Docking Stations	2.00	each	252.00	504.00
LCD Monitors	2.00	each	141.00	282.00
Digital Imaging Systems (printers)	3.00	each	729.00	2,187.00
PowerLine AV2 600 (for printers)	2.00	each	110.00	220.00
Toner	4.00	each	30.00	120.00
Wireless Headset System	1.00	each	3,658.00	3,658.00
			Total Supplies $	11,761.00

Total Award $ 11,761.00

Signature Authorized Official	Date
Signature Project Director Erin Prochnow	Date 1/4/2021
Signature Fiscal Officer Katie Severson	Date 1/4/2021

CONTACT SHEET
Coronovirus Emergency Supplemental Funding (CESF) Program
OFFICE OF ATTORNEY GENERAL

CONTACT INFORMATION

PLEASE COMPLETE AND RETURN WITH AWARD DOCUMENTS

Subgrantee: Receives/passes through funding. Reimbursements will be mail to this location. Must be a city or county.

Subgrantee Name (City/County)	Telephone	Email	Fax
CITY OF FARGO	701.297.7782	nCRUTCHfield@FargoND.gov	

Subgrantee Mailing Address	City, State, Zip
225 N 4th St.	FARGO, ND 58102

Contact Name	Telephone	Email
NICOLE CRUTCHFIELD	701.297.7782	ncrutchfield@FargoND.gov

Implementing Agency & Project Director: Manages day-to-day activities of the project/grant

Implementing Agency: YWCA CASS CLAY

Mailing Address	City, State, Zip
4650 38th Ave S	FARGO, ND 58104

Project Director & Title	Telephone	Email
ERIN PROCHNOW, CEO	701.232.2547	eprochnow@ywcacassclay.org

Fiscal Officer: Responsible for grant budgets, submits requests for reimbursement (SFR's). (May be the same as the project director)

Fiscal Officer	Title & Agency	Telephone	Email
KATIE SEVERSON	FINANCE DIRECTOR	701.232.2547	kseverson@ywcacassclay.org

Person completing SFR (if not Fiscal Officer)	Title & Agency	Telephone	Email

Mailing Address	City, State, Zip
4650 38th Ave S	FARGO, ND 58104

AUDIT CERTIFICATION
Coronavirus Emergency Supplemental Funding Program
OFFICE OF ATTORNEY GENERAL
08/2020

CY2020
A-133 Audit Certification

Subrecipient: **City of Fargo**
Grant Number: **40416**
Federal Award Amount: **$ 11,761**

We certify that:

[X] We are a non-federal entity that expended $750,000 or more in federal awards during our fiscal year (from all sources including pass-through sub awards), and are required to arrange for a single organization-wide audit conducted in accordance with the provisions of Office of Management and Budget (OMB) 2 C.F.R. Part 200.514. This audit report will be submitted to the Office of Attorney General.

OR

[ ] We are a non-federal entity that expended less than $750,000 a year in federal awards, and are therefore exempt from federal audit requirements for the award year. We realize however, that we must keep records that are available for review or audit by appropriate officials including the federal agency, pass-through entity, and U.S. Government Accountability Office (GAO).

Certified By:

Date Accepted	Signature of Authorized Official	Name and Title
Date Accepted 1/4/2021	Signature of Project Director Erin Prochnow	Name and Title ERIN PROCHNOW, CEO
Date Accepted 1/4/2021	Signature of Fiscal Officer Katie Severson	Name and Title Katie Severson, Finance Director

NON-SUPPLANTING CERTIFICATION
Coronavirus Emergency Supplemental Funding (CESF) Program
OFFICE OF ATTORNEY GENERAL

Non-Supplanting Certification

We certify that:

- Grant funds received do not supplant existing funds from program activities (personnel, operating or equipment) and do not replace those funds which have been appropriated for the same purpose.
- Use of these grant funds will not supplant our General Fund Budget.
- If a position is fully funded by grant funds, each FTE is exclusively dedicated to the grant activities and a position description is on file.
- If a position is partially funded, it is dedicated to that extent to grant activities.
- The grant position(s), if fully funded, would be terminated if the funding were not available.
- The position(s), if partially funded by the grant, would have hours reduced accordingly, if funding were not available.

Certified By:

Signature of Authorized Official	Print Name and Title	Date Accepted
Signature of Project Director Erin Prochnow	Print Name and Title ERIN PROCHNOW, CEO	Date Accepted 1/4/2021
Signature of Fiscal Officer Katie Severson	Print Name and Title Katie Severson, Finance Director	Date Accepted 1/4/2021

CERTIFIED CONDITIONS
Coronavirus Emergency Supplemental Funding Program (CESF)
OFFICE OF ATTORNEY GENERAL
08/2020

I. INTRODUCTION

Subrecipient

Subrecipients are state agencies, units of local government (such as a city or county), other general-purpose political subdivisions of a state, or Indian tribes.

Implementing Agency

The Implementing Agency has direct responsibility for carrying out the activities of the grant (such as a police department or sheriff's office).

Authorized Official

The authorized official must have the legal authority to commit the Subrecipient to a contract or other agreement. Examples are the mayor, city auditor, county auditor, director of the state agency, or tribal chairperson. Overall responsibility for the administration of the project rests with this individual.

Project Director

The project director has direct responsibility for implementation of the project activities and spending within the awarded budget. This person will prepare and submit all progress reports as required by the Office of Attorney General (OAG).

Fiscal Officer

The fiscal officer prepares and submits all financial reports as required by the OAG and has responsibility for the financial administration of the project.

II. GENERAL TERMS AND CONDITIONS

General terms and conditions are available online at
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

1. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the Subrecipient that relate to conduct during the period of performance also is a material requirement of this award.

   Failure to comply with any one or more of these award requirements – whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to

conduct during the award period – may result in the Office of Justice Programs (OJP) taking appropriate action with respect to the Subrecipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award.

The Department of Justice (DOJ), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims of otherwise (including under 31 U.S.C 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. This award is subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200. For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards, see the OJP website http://ojp.gov/funding/Part200UniformRequirements.htm.

3. The Subrecipient agrees to comply with the DOJ Grants Financial Guide posted on the OJP website (currently the "2017 DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posed during the period of performance.

4. Subrecipients must comply with the federal Government-wide Suspension and Debarment provisions set forth at 2 CFR Part 180.

5. If a project has commenced operation within 60 days of the beginning project date, the project director will report in writing, the steps taken to initiate the project, the reasons for the delay and the expected starting date. Failure to submit this report when required may result in cancellation of the grant.

   If a project has not begun operations within 90 days of the beginning of the project date, the project director must submit a second written report updating the information supplied in the first report. If this report is not received, or if the OAG determines that the delay is not desirable, the project will be canceled.

6. General appropriations-law restrictions compliance on the use of federal funds is required. The Subrecipient at any tier must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statues. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm and are incorporated by reference here.

7. Subrecipients must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a "subaward" (and therefore does not consider a procurement "contract").

   The details of the requirement for authorization of any subaward are posted on the OJP website at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards must have specific federal authorization), and are incorporated by reference here.

8. In regards to employment eligibility verification for hiring under the award, the Subrecipient must:

   1. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the Subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C 1324a(a)(1) and (2).

   2. Notify all persons associated with the Subrecipient who are or will be involved in activities under this award of both:
      a. this award requirement for verification of employment eligibility, and
      b. the associated provisions in 8 U.S.C 1324a(a)(1) and (2) that, generally speaking make it unlawful in the United States, to hire (or recruit for employment) certain aliens.

   3. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility and of the associated provisions of 8 U.S.C 1324a(a)(1) and (2).

   4. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

   Allowable Costs: To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary and allocable costs (if any) of actions designed to ensure compliance with this condition.

   Rules of Construction:

   1. Staff involved in the hiring process: For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are of will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

   2. Employment eligibility confirmation with E-Verify: For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment

eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

3. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

4. Nothing in this condition shall be understood to authorize or require any subrecipient or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

5. Nothing in this condition, including paragraph 2 under Rules of Construction, shall be understood to relieve any subrecipient or any person or other entity of any obligations imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

9. Subrecipients must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 C.F.R 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The subrecipients breach procedures must include a requirement to report actual or imminent breach of PII to the OAG no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. Determination of suitability to interact with participating minors.

SCOPE: This condition applies to this award if it is indicated in the application for the award for any subaward, that a purpose of some or all of the activities to be carried out under the award by the subrecipient is to benefit a set of individuals under 18 years of age.

The subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award Condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

11. Subrecipients must comply with all applicable requirements (requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients or individuals defined (for purposes of this condition) as "employees" of the subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

12. Subrecipients must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the

use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2017 DOJ Grants Financial Guide").

13. The Subrecipient must collect and maintain data that measure the performance and effectiveness of work under this award. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

14. Any training or training materials that the Subrecipient develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/ojptrainingguidingprinciples.htm

15. The Subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards

16. The Subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

    The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

17. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18. The Subrecipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The subrecipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks. Further, the subrecipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the subrecipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the subrecipient's access to award funds; referral to the DOJ OIG for audit review; designation of the subrecipient as a DOJ High Risk grantee; or termination of an award(s).

19. Subrecipients must comply with all confidentiality requirements of 34 U.S.C 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The subrecipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

20. Subrecipients must participate in BJA sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

21. Compliance with National Environmental Policy Act and related statutes.

    Upon request, the subrecipient must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

    The subrecipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the subrecipient or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

    a. New construction;

    b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

    c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

    d. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

    The Subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html for programs relating to methamphetamine laboratory operations.

III. COOPERATION

The Subrecipient and implementing agency agree to work with local, state, and federal criminal justice agencies in the performance of the project.

IV. THIRD-PARTY PARTICIPATION

No contract or agreement may be entered into by the Subrecipient and implementing agency for execution of project activities or provision of services for a grant project, unless the contract or agreement was part of the original grant award or is approved in advance by the OAG (exception: purchase of supplies, or standard commercial or maintenance services). Any contract or agreement entered into shall provide that the Subrecipient and implementing agency retain ultimate control and responsibility for the grant project and that the contractor shall be bound by these conditions and any other requirements applicable to the Subrecipient and implementing agency in the conduct of the project.

V. WRITTEN APPROVAL REQUIRED FOR CHANGES

The Subrecipient and implementing agency must obtain prior written authorization from the OAG for major project changes including:

A. Changes of substance in project activities, designs, or research plans as set forth in the approved application;
B. Changes in the project director or key professional personnel identified in the approved application;
C. Changes in the approved project budget as specified under financial conditions;
D. Grant extensions

A grant extension must be requested in writing before the project period end date. The written request for an extension must state the need for the extension and indicate the additional time frame required to complete the project. In order to receive approval for an extension, financial and progress reports must be completed and submitted to the OAG.

VI. PROGRESS REPORTS

At this time, there are no required progress reports, however, this condition could be updated as necessary.

VII. FINANCIAL MANAGEMENT

Accounting Requirements and Procedures

The Subrecipient and implementing agency agree to establish financial accounting procedures to assure proper disbursement and accounting for all federal funds and required non-federal matching funds. All

conditions which apply to federal grant funds apply to match funds. These procedures should include timely recording and documentation of receipts and expenditures. At a minimum, your accounting system must:

A. Separately account for the receipt of federal funds and matching funds under each grant awarded.
B. Separately account for expenditures under each subgrant, even though it may be a project that is receiving continuation funding. Total costs and receipts must be identifiable under each grant award.

Non Supplanting

The subrecipient and implementing agency agree that federal funds made available through the CESF program must be used to supplement existing funds for program activities and cannot replace, or supplant, state, local, or other non-federal funds that have been appropriated for the same purpose.

Pre-Agreement Costs

The OAG reimburses only for goods or services purchased during the grant period. Expenditures or costs incurred prior to the "beginning date" listed on the federal Grant Award and Acceptance will not be allowed. Project funds cannot be spent or committed until January 1, 2020.

Budget Deviation

All expenditures of the project must be in accordance with the detailed federal Budget Summary of the Grant Award and Acceptance. The OAG will not reimburse expenses which are not in the approved budget. Requests to purchase items that are not in accordance with the detailed Budget Summary must be made in writing, in advance, to the OAG and will be considered on a case-by-case basis.

Unexpended Funds

Unexpended funds for the specific purposes or conditions of the grant during the awarded calendar year period must be returned to the OAG. These funds will be made available for award during the next grant award process.

Reimbursement

The OAG reimburses actual expenses on a quarterly basis unless otherwise agreed upon by the OAG and the subrecipient. The Summary Financial Report (SFR) must be used to report all grant expenditures and a template will be provided to you. The report is required quarterly and must be submitted to the OAG within 30 days following the end of the reporting period.

Project Income and Interest

All interest or other income earned as a result of conduct of the grant project (sale of publications, registration fees, service charges on fees, asset forfeitures, etc.) must be reported on the Federal Progress Report. Program

income must be reported at the ratio of CESF funds in the project. Program income may be retained and used for any purpose that furthers the objectives of the project.

Program income from asset seizures and forfeitures is considered earned by the project at the time of seizure, and is available for use by the subrecipient upon forfeiture.

In the event the grant project is discontinued, and program income remains unexpended, the federal portion of the program income shall be used by subrecipient for any authorized program purpose area under the CESF program.

Audit Requirements

Subrecipients receiving a total of $750,000 or more in federal funds: The subrecipient agrees to have an audit which shall be in compliance with the audit requirements of the federal Office of Management and Budget (OMB) 2 C.F.R Part 200.514, "Audits of State and Local Governments, Institutions of Higher Education, Hospitals, and Other Nonprofit Institutions", if $750,000 or more in total federal financial assistance is received. The audit must cover the period of the award.

The subrecipient understands and agrees that the DOJ awarding agency (OJP) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Units of local government and non-profit organizations must provide a copy of report of the audit to the OAG.

State agencies must give the OAG a copy of that part of the report of an audit conducted by the State Auditor's Office, which pertains to project funds at the time the agency received funds.

Subrecipients receiving a total of less than $750,000 in federal funds: The subrecipient agrees to meet the following criteria:

A. Establish an accounting system integrated with adequate internal fiscal and management controls to provide full accountability for revenues, expenditures, assets, and liabilities;
B. Prepare financial reports to support claims charged toward the grant award. Reports should be supported by accurate and reliable financial data and should be in accordance with the terms of the applicable agreements; and
C. Expend project funds in accordance with the federal Grant Award and Acceptance and federal and state rules.

Agencies not required to have an audit must provide and maintain adequate financial records for each period in which they received or spent project funds.

Potential Fraud, Waste, Abuse or Misconduct

The subrecipient must promptly refer to the OAG any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds

under the federal False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

No subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict),

reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

VIII. INSPECTION OF RECORDS

Retention of Records

Subrecipients must maintain their project file and financial records for three years after the close of the grant and completion of an audit.

Records Inspection

The subrecipient and implementing agency give the OAG or its representatives permission to audit and inspect any records, objects, or premises pertaining to this grant and to evaluate and monitor the project at any reasonable time.

Monitoring

Subawards must be monitored as outlined in 2 C.F.R. 200.331. Program monitoring involves the ongoing collection of information to determine if programs are operating according to plan. Monitoring also provides ongoing information on program implementation and functioning. It is our policy that the OAG or its representatives will monitor your program on an annual basis via telephone, desk review, or on-site visit.

IX. PROCUREMENT

The subrecipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm
(Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000)), and are incorporated by reference here.

Adequate Competition

All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, should be conducted in a manner so as to provide maximum open and free competition. A state purchase price as obtained by the Office of Management and Budget (OMB) State of North Dakota, may be considered the same as a bid price.

Level or Competition Required

When needed commodities or services cannot be obtained from an existing source or a government entity, state procurement procedures must be used. The dollar of the purchase determines the level of competition required:

Purchasing Thresholds Effective July 1, 2018		
Level	**Competition Requirements**	**Documentation Maintenance Requirement**
Level 1 "Micro" Purchase Less than $10,000	Obtain at least one fair and reasonable quote. Note: Equipment and software must be added to inventory if $5,000 or greater. (N.D.C.C. § 54-27-21 Fixed Asset Minimum Reporting Value) State agencies (excluding Higher Education institutions) must submit printing purchase requests $5,000 and over to OMB State Procurement.	Rotate vendors solicited on an equitable basis (N.D.A.C. § 4-12-08-02)
Level 2 Small Purchase At least $10,000 but less than $50,000	Solicit informal quotes/bids or proposals from at least three vendors, or post to SPO Online with appropriate state bidders list. May send to additional vendors. ITD must review IT purchases over $25,000.	Documentation is required. Alternate Procurement form required if competition is not solicited from at least three vendors. The form is not required if three vendors are solicited and fewer than three bids or proposals are received.

Level 3 Informal Written Purchase At least $50,000 but less than $100,000	Solicit informal bids or proposals using SPO Online with appropriate state bidders list. May send to additional vendors. ITD must review IT purchases over $25,000.	Documentation is required Alternate Procurement form required if: 1. Competition is not solicited. 2. SPO Online is not used. 3. OMB: Competition is limited.
Level 4 Formal Purchase $100,000 and over	Must be purchased using formal sealed bids: Invitation for Bid (IFB) or Request for Proposal (RFP). Solicitations must be posted using SPO Online with appropriate state bidders list. May send to additional bidders. ITD must review IT purchases over $25,000.	Documentation is required. Alternate Procurement required if: 1. Competition is not solicited, or competition is limited. 2. SPO Online is not used. 3. OMB: Competition is Limited.

Alternate Procurement (Sole Source)

Competition is required for Level 2, Level 3 and Level 4 purchases. Occasionally, a fully competitive procurement process may be difficult or impossible. Factual evidence and/or documentation is needed in order to justify non-competitive purchases (i.e.: product needs to be compatible with existing equipment; or statement from the vendor that the product is covered by a patent or not sold through resellers). The State Procurement Office (SPO) reviews and approvals all alternate procurements. Please contact the office's Procurement Officer for assistance.

X. EQUIPMENT

Equipment Inventory

A purchase of equipment and other tangible property that has a useful life of one year or greater and has an initial cost of $5,000 or greater must be reported to the OAG and tracked. The inventory should be itemized and include the following for each piece of equipment:

A. Equipment description
B. Brand name
C. Model numbers
D. Serial numbers
E. Unit cost
F. Purchase date

Ownership of Equipment

Subrecipients and implementing agencies shall exercise due care in the maintenance, protection, and preservation of such property during the period of project use. Equipment acquired under a grant shall be managed in accordance with your respective laws and procedures. Title to equipment acquired under a grant will vest in the subrecipient and implementing agency and must be used for criminal justice purposes.

Disposition

When equipment is no longer needed for criminal justice purposes, the subrecipient must contact the OAG for disposition instructions.

XI. DRUG FREE WORKPLACE REQUIREMENTS

The subrecipient certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

B. Establishing a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The subrecipient's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Requiring that each employee engaged in the performance of the drug grant be given a copy of the statement required by paragraph (A).

D. Notifying the employee in the statement required in paragraph (A) that, as a condition of employment under the grant, the employees will:

1. Abide by the terms of the statement; and
2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

E. Taking one of the following actions within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), and (E).

XII. LOBBYING

The Subrecipient hereby certifies that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XIII. CIVIL RIGHTS

The following compliance with DOJ regulations pertaining to civil rights and nondiscrimination - is required:

A. The subrecipient at any tier must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

B. Subrecipients must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

C. Subrecipients must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi- bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

D. The subrecipient and implementing agency must comply with:

- **Title VI of the Civil Rights Act (Title VI) of 1964**, as amended, 42 U.S.C. § 2000d, and the DOJ implementing regulation, 28 C.F.R. pt. 42, subpts. C & D (prohibiting discrimination in federally assisted programs based on race, color, and national origin in the delivery of services or benefits);
- **Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968**, as amended, 34 U.S.C. §§ 10228(c) & 10221(a), and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpts. D (prohibiting discrimination in programs funded under the statute, both in employment and in the delivery of services or benefits, based on race, color, national origin, sex, and religion) & E (requiring certain DOJ-funded programs subject to the administrative provisions of the statute to prepare, maintain, and submit an Equal Employment Opportunity Plan (EEOP));
- **Section 504 of the Rehabilitation Act (Section 504) of 1973**, as amended, 29 U.S.C. § 794, and the DOJ implementing regulation, 28 C.F.R. pt. 42, subpt. G (prohibiting discrimination in federally assisted programs based on disability both in employment and in the delivery of services or benefits);
- **Title IX of the Education Amendments (Title IX) of 1972**, as amended, 20 U.S.C. § 1681, and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpt. D & pt. 54 (prohibiting discrimination in federally assisted education programs based on sex both in employment and in the delivery of services or benefits);
- **Title II of the Americans with Disabilities Act of 1990**, as amended, 42 U.S.C. § 12132, and the implementing regulation at 28 C.F.R. § 35.171(a)(1)(i), (3)(i) (prohibiting discrimination based on disability both in employment and in the delivery of services or benefits);
- **Age Discrimination Act (Age Act) of 1975**, as amended, 42 U.S.C. § 6102, and the DOJ implementing regulation, 28 C.F.R. pt. 42, subpt. I (prohibiting discrimination in federally assisted programs based on age in the delivery of services or benefits);
- **Executive Order 13,559**, amending Executive Order 13,279, and the DOJ implementing regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38 (prohibiting discrimination in federally assisted social service programs based on religion in the delivery of services or benefits).

E. The subrecipient and implementing agency agree that in the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to the Federal Office for Civil Rights (OCR), DOJ and the OAG.

F. Subrecipients must have procedures in place for responding to complaints of discrimination involving services or employment practices. In addition, the OAG's policy and the federal Office of Civil Rights online training must be reviewed annually. Links to policy and training are found at: https://attorneygeneral.nd.gov/sites/ag/files/documents/GrantComplaintPolicy.pdf

XIV. EQUAL EMPLOYMENT OPPORTUNITY

The subrecipient will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights (OCR) and the OAG, if required to submit one; otherwise, it will provide a certification to the OCR and the OAG that it has a current EEOP on file, if required to maintain one. No EEOP is required for subrecipient agencies receiving less than $25,000, or with less than 50 employees, regardless of the amount of the award; however they are required to file a Certificate of Exemption electronically.

Please visit https://ojp.gov/about/ocr/eeop.htm for information about civil rights obligations of subrecipients and assistance with an EEOP. The site also offers an EEO Reporter Tool through which subrecipients can obtain additional information, and prepare and submit their EEOP documents electronically.

Subrecipients may use the chart below to assist in determine their EEOP requirements.

If \ Then	Does the recipient need to submit a Certification Form to OCR?	Does the recipient need to develop an EEOP?	Must the recipient submit an EEOP Utilization Report to OCR?
Recipient is a Medical or Educational Institution, Indian Tribe, or Nonprofit	**YES**	**NO**	**NO**
Largest individual grant received is less than $25,000	**YES**	**NO**	**NO**
Recipient has less than 50 employees	**YES**	**NO**	**NO**
None of the above	**YES**	**YES**	**YES**

XV. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, the federal Debarment and Suspension, and implemented at CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 requires:

A. The subrecipient certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

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

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the paragraph above; and

4. Have not, within a three-year period preceding this application, had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

XVI. AMERICANS WITH DISABILITIES ACT (ADA)

The subrecipient assures that, in connection with the furnishing of services under this contract, it will comply and any subcontractors will comply with all applicable requirements and provisions of the Americans with Disabilities ACT (ADA).

XVII. OTHER APPLICABLE LAWS AND REGULATIONS

The subrecipient and implementing agency shall abide by all other federal or state laws and regulations as may be applicable to the project and stipulated in the financial guides issued by the OJP and the OAG. The Federal Special Conditions are included with your award documents for your reference.

The DOJ Federal Financial Guide can be located at: https://ojp.gov/financialguide/doj/index.htm

CERTIFIED CONDITIONS Signature Page
Coronavirus Emergency Supplemental Funding Program (CESF)
OFFICE OF ATTORNEY GENERAL

I certify that the project proposed in this application meets all the requirements of the Coronavirus Emergency Supplemental Funding (CESF) Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the subrecipient will comply with all federal laws, regulations, and guidelines. The undersigned has reviewed the above certified conditions and agrees that the applicable conditions above will be followed.

Signature of Authorized Official	Date
Signature of Project Director	1/4/2021 Date
Signature of Fiscal Officer	1/4/2021 Date

Please make a copy for your records and return the original with the other required award and acceptance documents to the Office of Attorney General, Grants Management section.

THE CITY OF Fargo FAR MORE

(14)

Fargo Inspections
City of Fargo
225 Fourth Street North
701-241-1561
fax 701-241-1526

Memorandum

DATE: April 15, 2021

TO: Mayor Mahoney and Board of City Commissioners

FROM: Bruce Taralson, Inspections Director BT

SUBJECT: Dangerous Building Notice and Order at 1648 8 Avenue S., Fargo, ND 58103

The property owner of 1648 8 Ave S., Fargo, ND, the property that is subject of the attached Notice, has failed to comply with my order to either obtain a permit to repair or remove the heavily damaged structure at that location within the time allowed for that removal. In accordance with Fargo Municipal Code Article 21-0405, it will now be necessary for you to set a date for a hearing of this order at which time the property owner will be able to appear and show cause why the building should not be removed and the costs of that removal assessed against this property.

The recommendation is **to make a motion, in accordance with FMC Article 21-0405, to set Monday, May 3, 2021 as the date for the hearing regarding the dangerous building order for the structure at located at 1648 8 Avenue S., Fargo, ND 58103.**

Fargo Inspections

City of Fargo
225 4th Street North
701-241-1561
701-476-6779 fax

THE CITY OF Fargo FAR MORE

NOTICE OF CHANGE FROM SUBSTANDARD BUILDING

TO DANGEROUS BUILDING DUE TO INTERIOR INSPECTION ON 3/2/2021

TO: Christopher Mason Brockman

YOU ARE HEREBY Given Notice of the following:

1. That this Notice is being given to you pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings.

2. That the building with which this Notice is concerned is commonly known as 1648 8 Ave S, and is located on that tract of land in the city of Fargo, more particularly described as follows: Lot: 16 Block: 6 DARLINGS 2ND LOT 16 BLK 6
(hereinafter referred to as "the building")

3. That an inspection was made of the building on 3/2/2021 by Bill Thompson, Building Inspector, and on 3/2/2021 by James Haley, Deputy Assessor, of the City of Fargo.

4. That the building inspector for the City of Fargo has found the building, consisting of a single-story, wood-framed structure with detached garage to be a Dangerous Building within the standards set forth in the Fargo Municipal Code, Article 21-04, Dangerous Buildings and IPMC Code 108.1.5 concerning Dangerous Structures.

5. This building has been found to be a dangerous building by the building inspector. This notice is to remain on this building until it is repaired, vacated, or demolished in accordance with the notice which has been given the owner, occupant, lessee, or mortgagee of this building and all other persons having an interest in said building as shown by the records of the register of deeds of the county of Cass. It is unlawful to remove this notice until such notice is complied with. Source: 1952 Rev. Ord. 21-0404.

6. That the owner of the building must demolish the building within 30 (thirty) days from the date of this notice or obtain a permit to repair. To obtain a permit, see 'Conditions Found Statement' below.

7. That the building is unsafe and is a dangerous building in the following respects: See 'Conditions Found Statement' below.

A. Deputy Assessor James Haley, of the City of Fargo has deemed that the building has been damaged or deteriorated to the extent of more than fifty (50) percent of its original value prior to the damage or deterioration. Source: Fargo Municipal Code, Article 21-0402 concerning Dangerous Buildings.

8. The building is unsafe and constitutes a public nuisance pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings and Section 116 of the International Building Code as adopted by Article 21-0101 of the Fargo Municipal Code.

9. You are further given Notice that unless the building is demolished within the time period set forth herein, the City of Fargo will take such steps as are necessary to cause said building to be demolished pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings and the International Building Code and the owner will be assessed such costs as are provided for therein.

10. Order for vacation of building. The undersigned building official has determined that the building or structure must be vacated as required by Section 108.2 of the International Property Maintenance Code, 2018 edition. Therefore, it is hereby ordered that the building or structure shall be vacated immediately, and remain vacated, on this 12 day of March, 2021.

11. The undersigned building official has determined that the building must remain secured. Therefore, it is hereby ordered that all means of entering the building remain secured to prevent unauthorized entrance. **An inspector will continue to verify compliance.** Failure to keep the building secured will result in the City of Fargo hiring an independent contractor to secure the building. All expenses for securing the building will be assessed against the property.

12. Application for Appeal. Section 111.1 of the International Property Maintenance Code states that any person directly affected by a decision of the *code official* or a notice or order issued under this code shall have the right to appeal to the Board of Appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on the claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

Dated this 12 day of March, 2021.

Conditions Found Statement

On 3/2/2021, Building Inspector Bill Thompson, was present at 1648 8 Ave S, Fargo, ND to address a complaint. The following violations were found:

The following violations were found:

- Extensive fire damage to detached garage
- Multiple broken and boarded up windows resulting in an insecure building
- Signs of infestation due to missing soffit, fascia and holes in exterior
- Large amounts of unpermitted electrical, plumbing and mechanical work
- Electrical panel has been tampered with
- Large portion of ceiling missing in northwest room
- Extensive damage to interior of house with large amounts of junk and debris
- Smoke alarms disarmed
- Large areas of fence are damaged or broken
- Junk as well as multiple abandoned vehicles in yard and driveway

A record of past complaints is available documenting property has a history of noncompliance with multiple city codes and ordinances dating back to 2011.

The following action must be taken:

- Demolish building within 30 days of the date on this notice or
- Obtain permit to repair with full structural engineering and plans to bring all electrical, plumbing and mechanical up to current code.

Laura Langdahl
Code Enforcement Inspector
City of Fargo, ND

Bruce Taralson
Inspections Director

3/12/21
Date Signed

THE CITY OF Fargo FAR MORE

Planning & Development
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: planning@FargoND.gov
www.FargoND.gov

(15)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR
TIA BRASETH, COMMUNITY DEVELOPMENT PLANNING COORDINATOR

DATE: APRIL 15, 2021

RE: CHANGE ORDER NO. 1 FOR TEMPORARY OVERFLOW SHELTER AT 1015 30TH AVE SOUTH MOORHEAD

On March 8, the City Commission approved the contract between the City of Fargo and MDM Construction, LLC for $218,135 to retrofit 1015 30th Ave South Moorhead as a temporary emergency shelter (SSP21021). Attached for your review is a change order requested by the City for asbestos abatement needed during construction.

The total amount of the change order is $10,258.

RECOMMENDED MOTION: Approve the change order for the temporary shelter construction at 1015 30th Ave S that will increase the guaranteed project cost by $10,258.00.

EQUAL HOUSING OPPORTUNITY

MDM CONSTRUCTION
GENERAL CONTRACTORS

2215 Sheyenne St.
West Fargo, ND 58078
Phone 701-356-3956
Fax 701-356-8798

CHANGE ORDER

PROJECT:
Moorhead Overflow Shelter

TO:
City of Fargo

CHANGE ORDER NO INT-01

INITIATION DATE: 4/13/2021

CONTRACT NO: 1015 30th Ave S

CONTRACT DATE: 3/8/2021

The Contract is changed as follows:

DESCRIPTION:

Asbestos Abatement

Not valid unless signed by Contractor and Subcontractor.

The original Contract Sum was	$218,135.00
Net change by previously authorized Change Orders	$0.00
The Contract Sum prior to this Change Order was	$218,135.00
The Contract Sum will be increased by this Change Order by	$10,258.00
The new Contract Sum including this Change Order will be	$228,393.00
The Contract Time will be increased by 28 days. The date of Substantial Completion as of the date of this Change Order therefore is	**4/16/21**

MDM Construction LLC
General Contractor

Jon DuBois Digitally signed by Jon DuBois Date: 2021.04.15 10:07:33-05'00'
Jon DuBois, Project Manager

4-15-21
Date

City of Fargo

By

4-15-21
Date

THE CITY OF Fargo FAR MORE

Planning & Development
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: planning@FargoND.gov
www.FargoND.gov

(16)

MEMORANDUM

TO: City Commission

FROM: Nicole Crutchfield, Planning Director NC

DATE: April 15, 2021

RE: Fargo Lions Club Project *Spirit of the Sandbagger*

As part of the Lions Clubs 100th celebration and through discussions with the Mayor and community members, the Lions Club developed a project celebrating the spirit, determination, and success of the city's residents in fighting Red River floods. The Lions Club recently sought proposals through an open Call for Artists for the creation of a sculptural arch or similar structure to span between two existing stone-clad monument pillars located at the riverfront gateway plaza, the northeast corner of the 1st Avenue North and 2nd Street North intersection in downtown Fargo. The Lions Club has been coordinating through the Mayor's office and the City Engineering Department for technical expertise and has advised with the City's Arts and Culture Commission.

At the January 20, 2021 Arts and Culture Commission meeting, Jane Pettinger with the Fargo Lions Club presented their project, *Spirit of the Sandbagger*, to the commission. The commission was tasked with reviewing the project in terms of accepting the piece as a gift. At the meeting, the commission approved the concept of the project, however sought more details and specifics of the project once it was developed. On April 7, 2021, a model of the project was available for Arts and Culture Commission members to view and provide feedback, as experts in the field and a resource for public artists, and as a courtesy to the Lions Club and the City Commission. Several comments on the piece were forwarded to the Lions Club for consideration.

This project has many quick-moving parts and the Lions Club has been coordinating with various City staff and officials. The Lions Club has a desired timeline for the project based on important milestones to their organization. Based on ordinance, the City Commission is the decision making body for approving installation of projects on public property and for accepting gifts.

This item is being brought forward to the City Commission for consideration and acceptance of the proposed artwork to be donated to the City of Fargo by the Lions Clubs, subject to all necessary agreements and approvals regarding the final artwork, installation and maintenance. While City staff members are excited to bring forward this request on behalf of the Lions Club, initial details have to be coordinated among the City Attorney's office, the City Engineer's office and Planning Department in

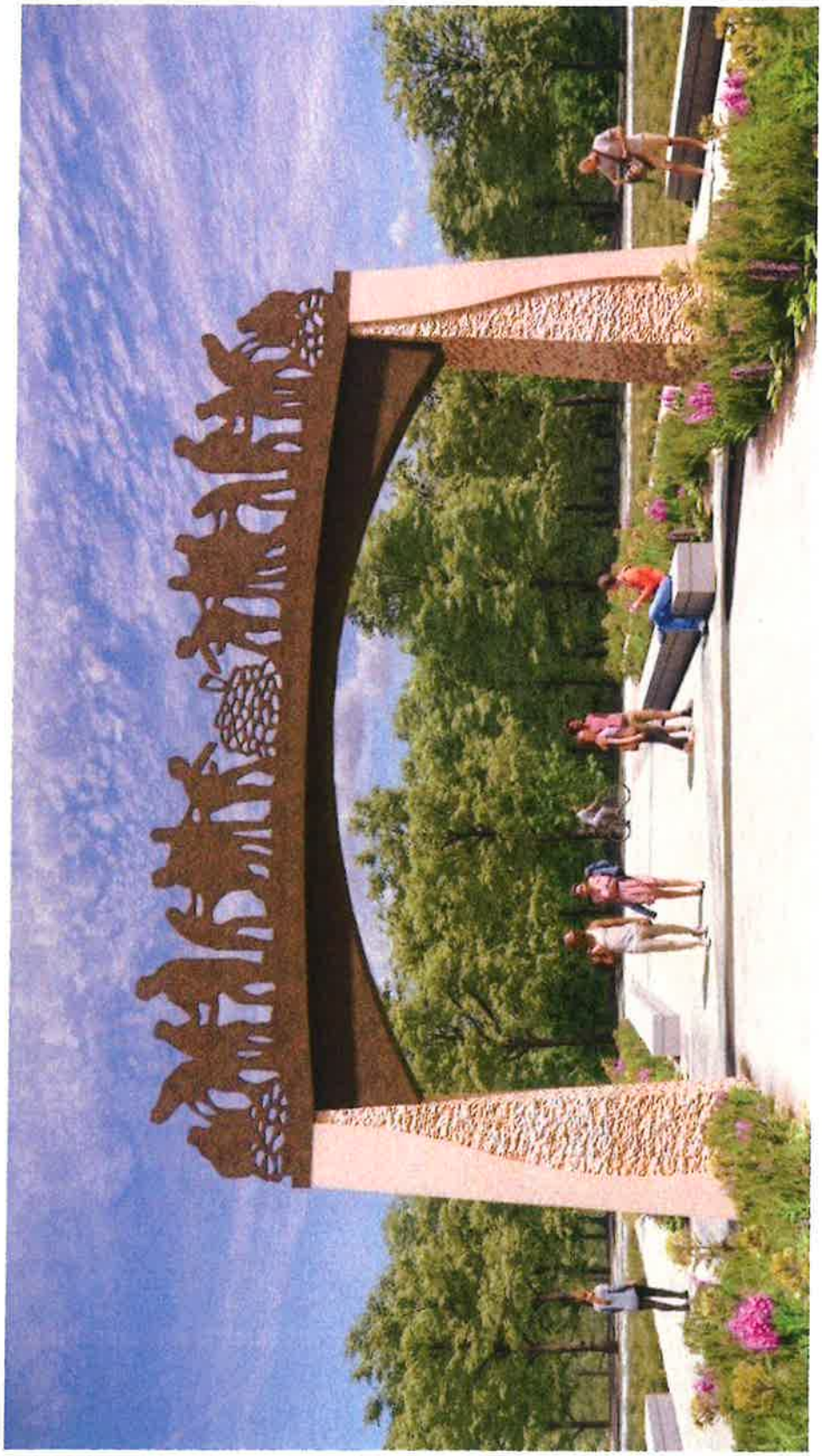
EQUAL HOUSING OPPORTUNITY

regards to operations and maintenance, as well as future risk management in relation to protecting the public interest. City staff have begun working with the City Attorney's office and project team to coordinate details of necessary legal agreements for execution in advance of installation.

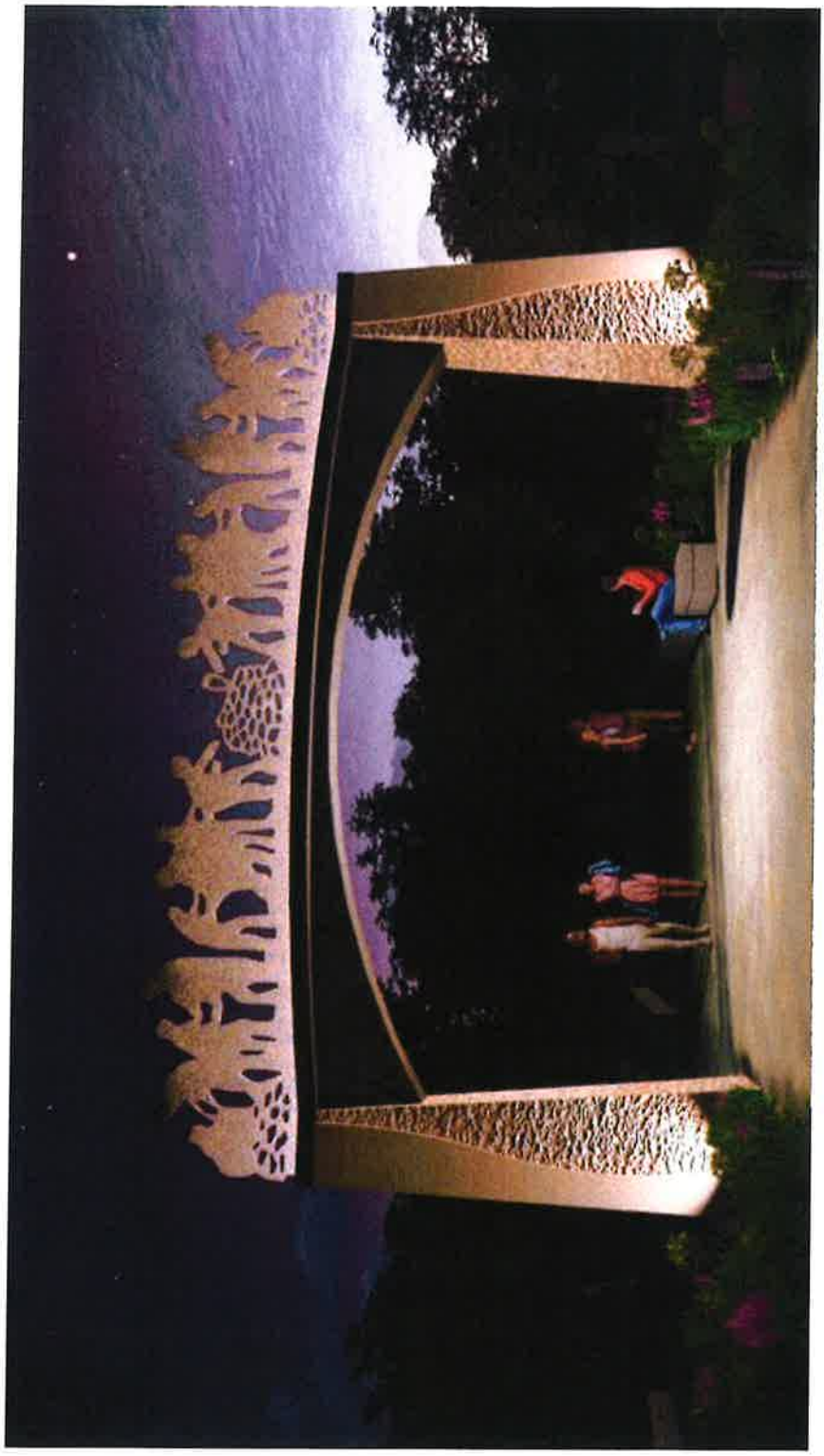
Recommendation:

Approve the Lions Club project concept, accept the art, permit installation of the artwork subject to executed agreements, and delegate the City Attorney, City staff and the Lions Club to draft agreements for the purposes to preserve the public interest for execution by the Mayor.

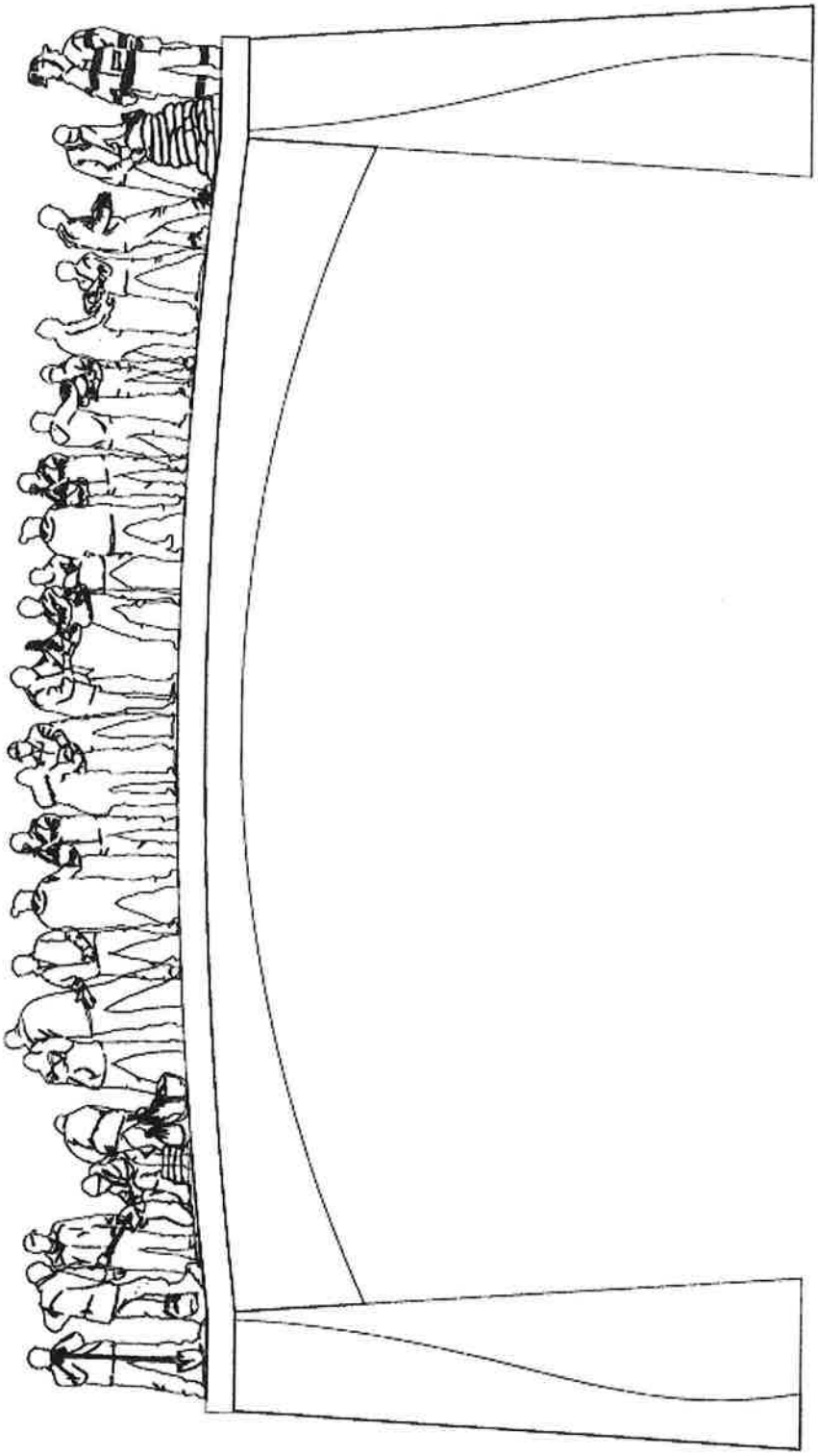
Image of pillars



Rendering by Lions Club



Rendering by Lions Club



Elevation by Lions Club

THE CITY OF Fargo FAR MORE

PUBLIC WORKS
OPERATIONS

(17)

Fleet Management, Forestry,
Streets & Sewers, Watermeters,
Watermains & Hydrants
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1465
FAX: (701) 241-8100

April 19, 2021

Honorable Board of City Commissioners

City Hall
225 4th St N, Fargo, ND 58102

Commissioners:

Two RFP's were received April 5, 2021, for contractor assistance with re-mulching of medians and planting beds at various locations citywide. Re-mulching is typically necessary every 3-4 years, and helps manage weeds, retain moisture, and improve plant health as it breaks down. High visibility areas include the medians along Main Ave, 52nd Ave S, South University Dr, 45th St S, 40th Ave S, Veterans Boulevard and other enhanced landscape locations. This RFP is for up to five additional seasons. There are currently 17 locations (7 for 2021) that will be put on a scheduled rotation. More are likely to be added.

Contractor	2021 cost	Average price/sq. ft.
All-Terrain Grounds Maintenance, Inc.	$2,850.00	$0.25
Valley Green Associates	$3,950.00	$0.31

This RFP was reviewed by Allen Lee, Urban Forestry Programs Manager, and myself. Funding has been included in the forestry annual budget.

Recommended motion:
Move to award 2021 contractor re-mulching of medians and planting beds request for proposals (RFP21074), with up to an additional 5 years negotiated extension, to All-Terrain Grounds Maintenance, Inc.

Your approval of this request is appreciated.

Sincerely,

Scott Liudahl
City Forester

Cc: Ben Dow
Bruce Grubb
Kent Costin

commissionremulch2021.doc

Re-mulching median and planting beds (various locations)

I. Agreement

This agreement is between the City of Fargo (City) and All-Terrain Grounds Maintenance (Contractor) to provide re-mulching of median and planting bed services for the City. This agreement shall commence upon signing by both parties and expire on approximately October 31, 2021. The terms of this agreement may be extended for five (5) additional one (1) year extensions, as long as negotiated costs or service adjustments are agreed upon by both parties.

II. Scope of Services Summary

Work shall include all labor, materials, and equipment required for the above services. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

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

IV. Contractor's Compensation and Method of Payment

City will compensate Contractor when project is fully completed for the season.

V. Termination of the Agreement

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

VI. Assignability

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

VII. Hold Harmless and Insurance

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

VIII. Contractor Records

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

IX. Monitoring and Evaluation

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

X. Independence of Recipient

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

XI. Conflict of Interest

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

XII. Entire Agreement

This agreement constitutes the entire agreement between the parties.

XIII. Law

This Agreement shall be construed under and in accordance with the laws of the State of North Dakota.

XIV. Time of the Essence

Time is of the essence of all provisions of this Agreement except as may be otherwise specifically stated herein.

XV. Third Parties

There are no third-party beneficiaries of this Agreement and except by way of assignment, no third-party may acquire any rights or incur any liabilities hereunder.

XVI. Headings

The subject headings of the paragraphs of this agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 4/7/2021

CONTRACTOR

Matt Langemo

By: Matt Langemo

Its: CRM

Date:_____

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

_____

Timothy J. Mahoney, Mayor

ATTEST:

_____

Steve Sprague, City Auditor

THE CITY OF Fargo FAR MORE

(18)

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

April 14, 2021

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

RE: RFP21049 for Professional Auction Services

Commissioners:

The City of Fargo holds an annual auction of surplus department equipment and impounded vehicles twice each year generating favorable returns for the city's general fund. In looking to enhance the promotion and success of the auctions, a request for proposals for Professional Online Auction Services was issued to find the auction service that most accurately fits the needs of the city along with the potential to grow.

On April 12th, 2021, three qualified vendors submitted proposals for City review.

Vendors included:

- Big Iron Auctions
- McLaughlin Auction Service
- Steffes Group Inc

In the review process, proposals were graded on numerous items including yearly conducted auctions, registered bidders, advertising and marketing, auction proceeds and references.

The review committee, consisting of Ben Dow, Director of Operations and Tanner Smedshammer, Fleet Management Specialist, determined that the proposal from Steffes Group Inc. most effectively met the required specifications of the RFP and maximizes the potential for the City of Fargo auction to grow into the future.

SUGGESTED MOTION:

Approve the recommendation to contract with Steffes Group Inc. at 8% of gross sales to conduct the City of Fargo Surplus Equipment and Vehicle Impound Auctions from May 1, 2021, to December 31st, 2024.

Respectfully Submitted,

Tanner Smedshammer
Fleet Management Specialist

Request for Proposals

2021Professional Auction Services RFP21049

4/12/21

Central Garage

Proposal Evaluation Summary

	Big Iron Auctions	McLaughlin Auctioneers	Steffes Group Inc
Years in Service	37	36	61
Annual Auctions	52 weekly online	25-30	600
Registarted Bidders	285,000	6,300	83,000
	Nationwide	Local	Upper Midwest
Advertising	Print	Print	Radio
	Search Engine	Social Media	Website/Social
	Social Media	Email	Email
City Commissions	Sliding Scale	0%	8%
Buyers Premium	0%	13%	*10%
	*Title Processing	Less 3% for cash	*Capped at $1,000

THE CITY OF Fargo FAR MORE

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

(19)

April 15, 2021

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

Subject: AT&T Wireless Lease Termination Notice – Water Tower #1 (1102 7th Avenue North)

Dear Commissioners:

Water Utility staff is seeking approval to terminate a current lease that allows AT&T wireless equipment to be attached to Water Tower #1 at 1102 7th Avenue North. The lease language require a one (1) year notice for the lease termination. The attached letters require AT&T to have all their equipment removed from the site by May 31, 2022. Water Utility staff is following instructions for legal notices defined in a AT&T letter that is also attached.

Equipment on the ground and owned by AT&T at Water Tower #1 interferes with new underground City of Fargo infrastructure routing related to the construction of the new Downtown Water Tower. Removal of the AT&T equipment by May 31, 2022, will allow for the water tower contractor to install the new City of Fargo infrastructure (such as water main) during the project. Water Tower #1, the old tower, will be decommissioned and removed once the new Downtown Water Tower is in service in 2023.

Your consideration is greatly appreciated in this matter.

Sincerely,

T. B. Hall

Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve the wireless equipment lease termination with AT&T at Water Tower #1 (1102 7th Avenue North).

AT&T

August 15, 2019

FARGO CITY OF
AUDITORS OFFICE 200 N 3RD ST
FARGO, ND 58102

Re: **New Legal Notice Address for:**
10139567

Dear FARGO CITY OF :

AT&T's Tower Asset Group has a new legal notice address. The Tower Asset Group is responsible for managing cell-site lease and property tax payments. Effective immediately, please send all notices relating to the cell-site lease referenced above to these addresses:

Notices Related to Cell-Site Lease Requests	AT&T Tower Asset Group 1025 Lenox Park Blvd. 3rd Floor Atlanta, GA 30319
Notices Related to Property-Tax Requests	AT&T Tower Property Tax Team 754 Peachtree Street, NE 16th Floor Atlanta, GA 30308
Copy of Cell-Site Lease and Property Tax Requests	New Cingular Wireless PCS, LLC Attn: AT&T Legal Department 208 S. Akard Street, Suite 3050.01 Dallas, TX 75202

Important Details:

- For property tax invoices, please notify your Taxing Authority of AT&T's new legal notice address above. This will avoid possible tax liens or risk of property loss.
- For more information related to this move notification, please contact AT&T at G22140@att.com.
- Keep this letter with your Lease Agreement and other important legal documents.

Thank you for compliance to this important matter.

For AT&T,

Lorraine Lopez

Lorraine Lopez
Director – TAG-LA Lease Administration Dept.

20960-10139567

THE CITY OF
Fargo
FAR MORE

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

April 19, 2021

AT&T Tower Asset Group
1025 Lenox Park Blvd., 3rd Floor
Atlanta, GA 30319

Certified Mail

Re: Termination of Lease Notice
Fixed Asset #: 10139567
Cell Site #: MPLSNDU2702

Dear AT&T Tower Asset Group:

Pursuant to the Water Tower Lease Agreement dated March 28, 2005, by and between the City of Fargo ("Landlord") and WWC Holding Company, Inc. ("Tenant"), Fargo leased to Tenant "exclusive use of space for telecommunications antennas and equipment storage space, and all necessary connecting waveguide and appurtenances, to be mounted on Lessor's water tower (Tower #1) located at 1102 7th Avenue North, ..." Such Lease was assigned to A T & T Mobility Network Real Estate, and extended in accordance with the terms of the Lease. Fargo intends to discontinue the use of Tower #1 at 1102 7th Avenue North and hereby gives Notice in accordance with paragraph 10 of said Lease of Termination of Lease, effective twelve (12) months after receipt of such notice by Tenant as evidenced by the return receipt. The lease can extend as long as service allows while having all AT&T equipment removed by May 31, 2022.

Tenant shall, in accordance with paragraph 15 of the Lease, remove its personal property and fixtures within a reasonable time. All of Tenant's property must be removed no later than May 31, 2022. This is more than 12 months from the date of this Termination Notice. Failure to remove the equipment shall be deemed a breach of this Lease, causing Fargo to dispose of the equipment without further Notice to Tenant.

Please feel free to contact me if you have any questions or concerns. My email address is: thall@fargond.gov. My office phone number is 701-476-6741.

Regards,

Troy Hall
Water Utility Director
City of Fargo, ND

c. New Cingular Wireless PCS, LLC - AT&T Legal Department

THE CITY OF Fargo FAR MORE

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

April 19, 2021

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
208 S. Akard Street, Suite 3050.01
Dallas, TX 75202

Certified Mail

Re: Termination of Lease Notice
Fixed Asset #: 10139567
Cell Site #: MPLSNDU2702

Dear AT&T Legal Department:

Pursuant to the Water Tower Lease Agreement dated March 28, 2005, by and between the City of Fargo ("Landlord") and WWC Holding Company, Inc. ("Tenant"), Fargo leased to Tenant "exclusive use of space for telecommunications antennas and equipment storage space, and all necessary connecting waveguide and appurtenances, to be mounted on Lessor's water tower (Tower #1) located at 1102 7th Avenue North, ..." Such Lease was assigned to A T & T Mobility Network Real Estate, and extended in accordance with the terms of the Lease. Fargo intends to discontinue the use of Tower #1 at 1102 7th Avenue North and hereby gives Notice in accordance with paragraph 10 of said Lease of Termination of Lease, effective twelve (12) months after receipt of such notice by Tenant as evidenced by the return receipt. The lease can extend as long as service allows while having all AT&T equipment removed by May 31, 2022.

Tenant shall, in accordance with paragraph 15 of the Lease, remove its personal property and fixtures within a reasonable time. All of Tenant's property must be removed no later than May 31, 2022. This is more than 12 months from the date of this Termination Notice. Failure to remove the equipment shall be deemed a breach of this Lease, causing Fargo to dispose of the equipment without further Notice to Tenant.

Please feel free to contact me if you have any questions or concerns. My email address is: thall@fargond.gov. My office phone number is 701-476-6741.

Regards,

Troy Hall
Water Utility Director
City of Fargo, ND

c. AT&T Tower Asset Group

22

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-20-C1

Type: Negative Final Balancing Change Order #5

Location: 3 Ave N – Univ Dr to 10 St, 11 St – 2 Ave N to 4 Ave N, 12 St – 3 Ave N to 4 Ave N

Date of Hearing: 4/12/2021

Routing	Date
City Commission	4/19/2021
PWPEC File	X
Project File	Scott Olson

The Committee reviewed the accompanying correspondence from Project Manager, Scott Olson, regarding Negative Final Balancing Change Order #5 in the amount of -$36,425.93, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #5 in the amount of -$36,425.93, bringing the total contract amount to $2,486,999.36.

On a motion by Tim Mahoney, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #5 to KPH.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #5 in the amount of -$36,425.93, bringing the total contract amount to $2,486,999.36 to KPH.

PROJECT FINANCING INFORMATION:

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

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☐	☐	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No BR-20-C1 **Change Order No** 5

Project Name Sanitary Sewer, Water Main, Storm Sewer, Street Reconstruction & Incidentals

Date Entered 4/6/2021 **For** KPH, Inc.

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

EXPLANATION OF CHANGE: Final Balancing Change Order

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Sanitary Sewer	4	Connect Pipe to Exist Pipe	EA	2.00	0.00	2.00	1.00	3.00	1,600.00	1,600.00
	5	Bore Pipe SDR 26 - 6" Dia PVC	LF	59.00	0.00	59.00	-59.00	0.00	120.00	-7,080.00
	6	Bore Pipe SDR 26 - 8" Dia PVC	LF	13.00	0.00	13.00	-13.00	0.00	325.00	-4,225.00
	7	Remove Pipe All Sizes All Types	LF	1,637.00	0.00	1,637.00	-260.00	1,377.00	25.00	-6,500.00
	8	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	234.00	0.00	234.00	18.90	252.90	175.00	3,307.50
	9	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	51.00	0.00	51.00	-8.00	43.00	185.00	-1,480.00
	10	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	394.00	0.00	394.00	1.00	395.00	195.00	195.00
	11	F&I Pipe w/GB SDR 26 - 36" Dia PVC	LF	959.00	0.00	959.00	1.20	960.20	355.00	426.00
	12	Connect Sewer Service	EA	14.00	0.00	14.00	4.00	18.00	3,600.00	14,400.00
									Sanitary Sewer Sub Total ($)	643.50
Water Main	14	F&I Fittings C153 Ductile Iron	LB	2,050.00	0.00	2,050.00	-277.00	1,773.00	12.50	-3,462.50
	15	F&I Hydrant	EA	5.00	0.00	5.00	-1.00	4.00	5,000.00	-5,000.00
	16	F&I Insulation 4" Thick	SY	125.00	0.00	125.00	64.00	189.00	14.00	896.00
	17	Connect Pipe to Exist Pipe	EA	11.00	0.00	11.00	-4.00	7.00	1,500.00	-6,000.00
	18	Bore Pipe C900 DR 18 - 4" Dia PVC	LF	15.00	0.00	15.00	-15.00	0.00	300.00	-4,500.00
	19	Bore Pipe C900 DR 18 - 6" Dia PVC	LF	40.00	0.00	40.00	-40.00	0.00	150.00	-6,000.00

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Water Main	20	Bore Pipe C900 DR 18 - 8" Dia PVC	LF	350.00	0.00	350.00	-15.00	335.00	150.00	-2,250.00
	21	Remove Pipe All Sizes All Types	LF	1,449.00	0.00	1,449.00	-644.00	805.00	15.00	-9,660.00
	22	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	43.00	0.00	43.00	7.80	50.80	122.00	951.60
	23	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	118.00	0.00	118.00	6.10	124.10	125.00	762.50
	24	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	1,273.00	0.00	1,273.00	24.40	1,297.40	110.00	2,684.00
	26	F&I Gate Valve 6" Dia	EA	8.00	0.00	8.00	-1.00	7.00	1,825.00	-1,825.00
	27	F&I Gate Valve 8" Dia	EA	11.00	0.00	11.00	-2.00	9.00	2,400.00	-4,800.00
	28	Bore Pipe 1" Dia Water Service	LF	128.00	0.00	128.00	-74.00	54.00	50.00	-3,700.00
	29	F&I Pipe w/GB 1" Dia Water Service	LF	381.00	0.00	381.00	64.20	445.20	85.00	5,457.00
	33	F&I Casting - Water Service	EA	5.00	0.00	5.00	-3.00	2.00	315.00	-945.00
								Water Main Sub Total ($)		-37,391.40
Storm Sewer	44	Remove Pipe All Sizes All Types	LF	284.00	0.00	284.00	4.30	288.30	15.00	64.50
	45	F&I Pipe w/GB 15" Dia Reinf Conc	LF	479.00	0.00	479.00	-40.30	438.70	150.00	-6,045.00
	46	F&I Pipe w/GB 27" Dia Reinf Conc	LF	80.00	0.00	80.00	10.50	90.50	210.00	2,205.00
	47	F&I Pipe w/GB 48" Dia Reinf Conc	LF	41.00	0.00	41.00	11.50	52.50	272.00	3,128.00
	48	F&I Pipe w/GB 54" Dia Reinf Conc	LF	44.00	0.00	44.00	1.30	45.30	421.00	547.30
	49	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	55.00	0.00	55.00	21.30	76.30	135.00	2,875.50
	50	F&I Casting - Inlet	EA	1.00	0.00	1.00	-1.00	0.00	400.00	-400.00
	51	F&I Casting - Floating Manhole	EA	2.00	0.00	2.00	-2.00	0.00	400.00	-800.00
								Storm Sewer Sub Total ($)		1,575.30
Paving	54	Remove Pavement All Thicknesses All Types	SY	6,556.00	0.00	6,556.00	-149.08	6,406.92	12.00	-1,788.96
	55	Boulevard Grading	SY	3,807.00	0.00	3,807.00	964.13	4,771.13	4.25	4,097.55
	56	Subcut	CY	500.00	0.00	500.00	-500.00	0.00	5.00	-2,500.00
	57	Subgrade Preparation	SY	7,578.00	0.00	7,578.00	-42.41	7,535.59	3.00	-127.23
	58	F&I Woven Geotextile	SY	7,578.00	0.00	7,578.00	-42.41	7,535.59	2.65	-112.39
	59	F&I Class 5 Agg - 12" Thick	SY	7,578.00	0.00	7,578.00	-42.41	7,535.59	13.00	-551.33
	60	F&I Edge Drain 4" Dia PVC	LF	3,914.00	0.00	3,914.00	-253.09	3,660.91	5.50	-1,392.00

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ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Paving	61	F&I Curb & Gutter Standard (Type II)	LF	3,942.00	0.00	3,942.00	117.76	4,059.76	23.00	2,708.48
	62	Remove Curb & Gutter	LF	4,010.00	0.00	4,010.00	35.21	4,045.21	8.00	281.68
	63	F&I Pavement 9" Thick Reinf Conc	SY	6,166.00	0.00	6,166.00	30.87	6,196.87	88.00	2,716.56
	64	F&I Sidewalk Curb	LF	100.00	0.00	100.00	-100.00	0.00	28.00	-2,800.00
	65	F&I Sidewalk 4" Thick Reinf Conc	SY	1,000.00	0.00	1,000.00	-11.73	988.27	52.00	-609.96
	66	F&I Sidewalk 6" Thick Reinf Conc	SY	73.00	0.00	73.00	-15.66	57.34	80.00	-1,252.80
	67	Remove Sidewalk All Thicknesses All Types	SY	1,115.00	0.00	1,115.00	-177.20	937.80	10.00	-1,772.00
	68	Remove Driveway All Thicknesses All Types	SY	1,067.00	0.00	1,067.00	-161.67	905.33	10.00	-1,616.70
	69	F&I Driveway 6" Thick Reinf Conc	SY	634.00	0.00	634.00	-158.20	475.80	62.00	-9,808.40
	70	F&I Driveway 7" Thick Reinf Conc	SY	360.00	0.00	360.00	268.54	628.54	67.00	17,992.18
	71	F&I Det Warn Panels Cast Iron	SF	140.00	0.00	140.00	-8.00	132.00	50.00	-400.00
	73	Casting to Grade - w/Conc	EA	28.00	0.00	28.00	-2.00	26.00	1,000.00	-2,000.00
	74	F&I Traffic Surface Gravel	TON	100.00	0.00	100.00	27.59	127.59	33.00	910.47
	75	Mulching Type 1 - Hydro	SY	3,807.00	0.00	3,807.00	964.13	4,771.13	0.75	723.10
	76	Seeding Type B	SY	3,807.00	0.00	3,807.00	964.13	4,771.13	0.75	723.10
	77	Weed Control Type B	SY	3,807.00	0.00	3,807.00	964.13	4,771.13	0.10	96.41
	78	Temp Construction Entrance	EA	5.00	0.00	5.00	-3.00	2.00	1,100.00	-3,300.00
	79	Inlet Protection - New Inlet	EA	18.00	0.00	18.00	-2.00	16.00	185.00	-370.00
	80	Inlet Protection - Existing Inlet	EA	31.00	0.00	31.00	-8.00	23.00	140.00	-1,120.00
									Paving Sub Total ($)	-1,272.23
Pavement Marking	82	F&I Grooved Plastic Film 4" Wide	LF	200.00	0.00	200.00	-2.00	198.00	9.55	-19.10
	83	F&I Grooved Plastic Film 16" Wide	LF	11.00	0.00	11.00	-1.00	10.00	44.00	-44.00
	84	F&I Grooved Plastic Film 24" Wide	LF	36.00	0.00	36.00	6.00	42.00	47.00	282.00
									Pavement Marking Sub Total ($)	218.90
Signing	89	F&I High Intensity Prismatic	SF	111.00	0.00	111.00	-8.00	103.00	25.00	-200.00
									Signing Sub Total ($)	-200.00

Summary

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Source Of Funding	
Net Amount Change Order # 5 ($)	-36,425.93
Previous Change Orders ($)	31,410.64
Original Contract Amount ($)	2,492,014.65
Total Contract Amount ($)	2,486,999.36

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/18/2020	10/08/2020	0.00	0.00	09/18/2020	10/08/2020

Description

APPROVED

For Contractor

Title

KPH, Inc
President

APPROVED DATE

Department Head 4/14/21

Mayor

Attest

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Improvement District No.	BR-20-C1
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Street Reconstruction & Incidentals
Type	Utilities and Paving Repl/Rehab
Description	3rd Ave N from University Dr to 10th St N and on 12th St N from 3rd Ave N to 4th Ave N and 11th St N from 2nd Ave N to 4th Ave N
Pay Estimate Number	10 - FINAL
From Date	12/15/2020 **To Date** 04/06/2021

The Honorable Board of City Commissioners

Dear Commissioners,

Be advised that KPH, Inc. has performed the work to date shown on this statement

Contract				Previous		Current		To Date		Percentage
	Unit	Quantity	Unit Price ($)	Quantity	Amount ($)	Quantity	Amount ($)	Quantity	Amount ($)	Complete(%)
Sanitary Sewer										
1 F&I Manhole 4' Dia Reinf Conc	EA	4.00	4,750.00	4.00	19,000.00	0.00	0.00	4.00	19,000.00	100.00
2 F&I Manhole 5' Dia Reinf Conc	EA	3.00	10,000.00	3.00	30,000.00	0.00	0.00	3.00	30,000.00	100.00
3 Remove Manhole	EA	4.00	1,185.00	4.00	4,740.00	0.00	0.00	4.00	4,740.00	100.00
4 Connect Pipe to Exist Pipe	EA	2.00	1,600.00	3.00	4,800.00	0.00	0.00	3.00	4,800.00	**150.00***
5 Bore Pipe SDR 26 - 6" Dia PVC	LF	59.00	120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6 Bore Pipe SDR 26 - 8" Dia PVC	LF	13.00	325.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7 Remove Pipe All Sizes All Types	LF	1,637.00	25.00	1,377.00	34,425.00	0.00	0.00	1,377.00	34,425.00	84.12
8 F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	234.00	175.00	252.90	44,257.50	0.00	0.00	252.90	44,257.50	108.08
9 F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	51.00	185.00	43.00	7,955.00	0.00	0.00	43.00	7,955.00	84.31
10 F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	394.00	195.00	395.00	77,025.00	0.00	0.00	395.00	77,025.00	100.25

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price ($)	Previous Quantity	Previous Amount ($)	Current Quantity	Current Amount ($)	To Date Quantity	To Date Amount ($)	Percentage Complete(%)
11 F&I Pipe w/GB SDR 26 - 36" Dia PVC	LF	959.00	355.00	960.20	340,871.00	0.00	0.00	960.20	340,871.00	100.13
12 Connect Sewer Service	EA	14.00	3,600.00	18.00	64,800.00	0.00	0.00	18.00	64,800.00	**128.57***
13 F&I Manhole 7' Dia Reinf Conc	EA	2.00	17,000.00	2.00	34,000.00	0.00	0.00	2.00	34,000.00	100.00
93 Extra - SanitarySewer	LS	1.00	3,794.86	1.00	3,794.86	0.00	0.00	1.00	3,794.86	100.00
94 Extra - SanitarySewer	LS	1.00	4,540.86	1.00	4,540.86	0.00	0.00	1.00	4,540.86	100.00
95 Extra - SanitarySewer	LS	1.00	1,347.96	1.00	1,347.96	0.00	0.00	1.00	1,347.96	100.00
96 Extra - SanitarySewer	LS	1.00	4,741.57	1.00	4,741.57	0.00	0.00	1.00	4,741.57	100.00
			Sanitary Sewer Sub Total		**676,298.75**		**0.00**		**676,298.75**	
Water Main										
14 F&I Fittings C153 Ductile Iron	LB	2,050.00	12.50	1,773.00	22,162.50	0.00	0.00	1,773.00	22,162.50	86.49
15 F&I Hydrant	EA	5.00	5,000.00	4.00	20,000.00	0.00	0.00	4.00	20,000.00	80.00
16 F&I Insulation 4" Thick	SY	125.00	14.00	0.00	0.00	189.00	2,646.00	189.00	2,646.00	**151.20***
17 Connect Pipe to Exist Pipe	EA	11.00	1,500.00	7.00	10,500.00	0.00	0.00	7.00	10,500.00	63.64
18 Bore Pipe C900 DR 18 - 4" Dia PVC	LF	15.00	300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19 Bore Pipe C900 DR 18 - 6" Dia PVC	LF	40.00	150.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20 Bore Pipe C900 DR 18 - 8" Dia PVC	LF	350.00	150.00	335.00	50,250.00	0.00	0.00	335.00	50,250.00	95.71
21 Remove Pipe All Sizes All Types	LF	1,449.00	15.00	805.00	12,075.00	0.00	0.00	805.00	12,075.00	55.56
22 F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	43.00	122.00	50.80	6,197.60	0.00	0.00	50.80	6,197.60	**118.14***
23 F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	118.00	125.00	124.10	15,512.50	0.00	0.00	124.10	15,512.50	105.17
24 F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	1,273.00	110.00	1,297.40	142,714.00	0.00	0.00	1,297.40	142,714.00	101.92

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price ($)	Previous Quantity	Previous Amount ($)	Current Quantity	Current Amount ($)	To Date Quantity	To Date Amount ($)	Percentage Complete(%)
25 F&I Gate Valve 4" Dia	EA	2.00	1,625.00	2.00	3,250.00	0.00	0.00	2.00	3,250.00	100.00
26 F&I Gate Valve 6" Dia	EA	8.00	1,825.00	7.00	12,775.00	0.00	0.00	7.00	12,775.00	87.50
27 F&I Gate Valve 8" Dia	EA	11.00	2,400.00	9.00	21,600.00	0.00	0.00	9.00	21,600.00	81.82
28 Bore Pipe 1" Dia Water Service	LF	128.00	50.00	54.00	2,700.00	0.00	0.00	54.00	2,700.00	42.19
29 F&I Pipe w/GB 1" Dia Water Service	LF	381.00	85.00	445.20	37,842.00	0.00	0.00	445.20	37,842.00	**116.85***
30 F&I CS & Box 1" Dia	EA	13.00	700.00	13.00	9,100.00	0.00	0.00	13.00	9,100.00	100.00
31 Connect Water Service	EA	11.00	550.00	11.00	6,050.00	0.00	0.00	11.00	6,050.00	100.00
32 Furnish Temp Water Svc	EA	11.00	630.00	11.00	6,930.00	0.00	0.00	11.00	6,930.00	100.00
33 F&I Casting - Water Service	EA	5.00	315.00	2.00	630.00	0.00	0.00	2.00	630.00	40.00
90 Extra - WaterMains	LS	1.00	3,373.73	0.00	0.00	1.00	3,373.73	1.00	3,373.73	100.00
91 Extra - WaterMains	LS	1.00	588.16	0.00	0.00	1.00	588.16	1.00	588.16	100.00
			Water Main Sub Total		**380,288.60**		**6,607.89**		**386,896.49**	
Storm Sewer										
34 F&I Manhole 4' Dia Reinf Conc	EA	2.00	3,300.00	2.00	6,600.00	0.00	0.00	2.00	6,600.00	100.00
35 F&I Manhole 6' Dia Reinf Conc	EA	3.00	8,700.00	3.00	26,100.00	0.00	0.00	3.00	26,100.00	100.00
36 F&I Manhole 7' Dia Reinf Conc	EA	1.00	9,555.00	1.00	9,555.00	0.00	0.00	1.00	9,555.00	100.00
37 F&I Manhole 8' Dia Reinf Conc	EA	1.00	12,600.00	1.00	12,600.00	0.00	0.00	1.00	12,600.00	100.00
38 F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	1.00	3,400.00	1.00	3,400.00	0.00	0.00	1.00	3,400.00	100.00
39 Remove Manhole	EA	7.00	1,200.00	5.00	6,000.00	2.00	2,400.00	7.00	8,400.00	100.00
40 F&I Inlet - Single Box (SBI) Reinf Conc	EA	16.00	2,425.00	16.00	38,800.00	0.00	0.00	16.00	38,800.00	100.00

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price ($)	Previous Quantity	Previous Amount ($)	Current Quantity	Current Amount ($)	To Date Quantity	To Date Amount ($)	Percentage Complete(%)
41 Remove Inlet	EA	7.00	890.00	7.00	6,230.00	0.00	0.00	7.00	6,230.00	100.00
42 Plug Pipe 4" thru 12" Dia	EA	2.00	1,000.00	0.00	0.00	2.00	2,000.00	2.00	2,000.00	100.00
43 Connect Pipe to Exist Pipe	EA	3.00	760.00	3.00	2,280.00	0.00	0.00	3.00	2,280.00	100.00
44 Remove Pipe All Sizes All Types	LF	284.00	15.00	288.30	4,324.50	0.00	0.00	288.30	4,324.50	101.51
45 F&I Pipe w/GB 15" Dia Reinf Conc	LF	479.00	150.00	438.70	65,805.00	0.00	0.00	438.70	65,805.00	91.59
46 F&I Pipe w/GB 27" Dia Reinf Conc	LF	80.00	210.00	90.50	19,005.00	0.00	0.00	90.50	19,005.00	**113.12***
47 F&I Pipe w/GB 48" Dia Reinf Conc	LF	41.00	272.00	52.50	14,280.00	0.00	0.00	52.50	14,280.00	**128.05***
48 F&I Pipe w/GB 54" Dia Reinf Conc	LF	44.00	421.00	45.30	19,071.30	0.00	0.00	45.30	19,071.30	102.95
49 F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	55.00	135.00	76.30	10,300.50	0.00	0.00	76.30	10,300.50	**138.73***
50 F&I Casting - Inlet	EA	1.00	400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
51 F&I Casting - Floating Manhole	EA	2.00	400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
92 Modify Manhole	EA	1.00	3,870.90	1.00	3,870.90	0.00	0.00	1.00	3,870.90	100.00
			Storm Sewer Sub Total		**248,222.20**		**4,400.00**		**252,622.20**	
Paving										
52 Rem & Repl Landscaping	LS	1.00	2,800.00	0.00	0.00	1.00	2,800.00	1.00	2,800.00	100.00
53 Clear & Grub	LS	1.00	5,200.00	0.00	0.00	1.00	5,200.00	1.00	5,200.00	100.00
54 Remove Pavement All Thicknesses All Types	SY	6,556.00	12.00	6,406.92	76,883.04	0.00	0.00	6,406.92	76,883.04	97.73
55 Boulevard Grading	SY	3,807.00	4.25	4,771.13	20,277.30	0.00	0.00	4,771.13	20,277.30	**125.33***
56 Subcut	CY	500.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
57 Subgrade Preparation	SY	7,578.00	3.00	7,535.59	22,606.77	0.00	0.00	7,535.59	22,606.77	99.44

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price ($)	Previous Quantity	Previous Amount ($)	Current Quantity	Current Amount ($)	To Date Quantity	To Date Amount ($)	Percentage Complete(%)
58 F&I Woven Geotextile	SY	7,578.00	2.65	7,535.59	19,969.31	0.00	0.00	7,535.59	19,969.31	99.44
59 F&I Class 5 Agg - 12" Thick	SY	7,578.00	13.00	7,535.59	97,962.67	0.00	0.00	7,535.59	97,962.67	99.44
60 F&I Edge Drain 4" Dia PVC	LF	3,914.00	5.50	3,660.91	20,135.01	0.00	0.00	3,660.91	20,135.01	93.53
61 F&I Curb & Gutter Standard (Type II)	LF	3,942.00	23.00	4,059.76	93,374.48	0.00	0.00	4,059.76	93,374.48	102.99
62 Remove Curb & Gutter	LF	4,010.00	8.00	4,045.21	32,361.68	0.00	0.00	4,045.21	32,361.68	100.88
63 F&I Pavement 9" Thick Reinf Conc	SY	6,166.00	88.00	6,196.87	545,324.56	0.00	0.00	6,196.87	545,324.56	100.50
64 F&I Sidewalk Curb	LF	100.00	28.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
65 F&I Sidewalk 4" Thick Reinf Conc	SY	1,000.00	52.00	988.27	51,390.04	0.00	0.00	988.27	51,390.04	98.83
66 F&I Sidewalk 6" Thick Reinf Conc	SY	73.00	80.00	57.34	4,587.20	0.00	0.00	57.34	4,587.20	78.55
67 Remove Sidewalk All Thicknesses All Types	SY	1,115.00	10.00	937.80	9,378.00	0.00	0.00	937.80	9,378.00	84.11
68 Remove Driveway All Thicknesses All Types	SY	1,067.00	10.00	905.33	9,053.30	0.00	0.00	905.33	9,053.30	84.85
69 F&I Driveway 6" Thick Reinf Conc	SY	634.00	62.00	431.40	26,746.80	44.40	2,752.80	475.80	29,499.60	75.05
70 F&I Driveway 7" Thick Reinf Conc	SY	360.00	67.00	628.54	42,112.18	0.00	0.00	628.54	42,112.18	**174.59***
71 F&I Det Warn Panels Cast Iron	SF	140.00	50.00	132.00	6,600.00	0.00	0.00	132.00	6,600.00	94.29
72 GV Box to Grade - Blvd	EA	5.00	225.00	5.00	1,125.00	0.00	0.00	5.00	1,125.00	100.00
73 Casting to Grade - w/Conc	EA	28.00	1,000.00	26.00	26,000.00	0.00	0.00	26.00	26,000.00	92.86
74 F&I Traffic Surface Gravel	TON	100.00	33.00	0.00	0.00	127.59	4,210.47	127.59	4,210.47	**127.59***
75 Mulching Type 1 - Hydro	SY	3,807.00	0.75	4,771.13	3,578.35	0.00	0.00	4,771.13	3,578.35	**125.33***
76 Seeding Type B	SY	3,807.00	0.75	4,771.13	3,578.35	0.00	0.00	4,771.13	3,578.35	**125.33***
77 Weed Control Type B	SY	3,807.00	0.10	4,771.13	477.11	0.00	0.00	4,771.13	477.11	**125.33***

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price ($)	Previous Quantity	Previous Amount ($)	Current Quantity	Current Amount ($)	To Date Quantity	To Date Amount ($)	Percentage Complete(%)
78 Temp Construction Entrance	EA	5.00	1,100.00	0.00	0.00	2.00	2,200.00	2.00	2,200.00	40.00
79 Inlet Protection - New Inlet	EA	18.00	185.00	16.00	2,960.00	0.00	0.00	16.00	2,960.00	88.89
80 Inlet Protection - Existing Inlet	EA	31.00	140.00	23.00	3,220.00	0.00	0.00	23.00	3,220.00	74.19
81 Traffic Control - Type 1	LS	1.00	10,000.00	1.00	10,000.00	0.00	0.00	1.00	10,000.00	100.00
97 F&I Impressioned 6" Thick Reinf Conc	SY	32.00	165.00	32.00	5,280.00	0.00	0.00	32.00	5,280.00	100.00
98 Repair Pavement - Patch Asph	SY	67.00	57.80	67.00	3,872.60	0.00	0.00	67.00	3,872.60	100.00
				Paving Sub Total	**1,138,853.75**		**17,163.27**		**1,156,017.02**	
Pavement Marking										
82 F&I Grooved Plastic Film 4" Wide	LF	200.00	9.55	198.00	1,890.90	0.00	0.00	198.00	1,890.90	99.00
83 F&I Grooved Plastic Film 16" Wide	LF	11.00	44.00	10.00	440.00	0.00	0.00	10.00	440.00	90.91
84 F&I Grooved Plastic Film 24" Wide	LF	36.00	47.00	42.00	1,974.00	0.00	0.00	42.00	1,974.00	**116.67***
85 Paint Epoxy Message	SF	85.00	37.00	85.00	3,145.00	0.00	0.00	85.00	3,145.00	100.00
				Pavement Marking Sub Total	**7,449.90**		**0.00**		**7,449.90**	
Signing										
86 F&I Sign Assembly	EA	15.00	45.00	15.00	675.00	0.00	0.00	15.00	675.00	100.00
87 F&I Sign Assembly & Anchor	EA	32.00	95.00	32.00	3,040.00	0.00	0.00	32.00	3,040.00	100.00
88 F&I Diamond Grade Cubed	SF	57.00	25.00	57.00	1,425.00	0.00	0.00	57.00	1,425.00	100.00
89 F&I High Intensity Prismatic	SF	111.00	25.00	25.00	625.00	78.00	1,950.00	103.00	2,575.00	92.79
				Signing Sub Total	**5,765.00**		**1,950.00**		**7,715.00**	
Summary										

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

1. Original Contract Amount	$ 2,492,014.65
2. Net Change by Change Order	$ 31,410.64
3. Contract Amount To Date	$ 2,523,425.29
4. Total Work Completed to Date	$ 2,486,999.36
5. Retainage @ 0.00 % to Date	$ 122,843.91
6. Previous Retainage	$ 122,843.91
7. Retainage This Period	$ 0.00
8. Liquidated Damages	
7.00 Days to Date	$ -10,500.00
7.00 Days to Previous	$ -10,500.00
0.00 Days This Period	$ 0.00
9. Material on Hand (Payment)	$ 0.00
10. Material on Hand (Recovery)	$ 0.00
11. Adjustments	$ -10,500.00
12. Total Due to Date	$ 2,476,499.36
13. Previous Payments	$ 2,323,534.29
14. Payment Due This Estimate	$ 152,965.07
15. Amount allowed Pay Estimate # 10 - FINAL	$ 152,965.07

WorkFlow History

Status	Pending On	Date	User	Action	Action User	Action Date	Action Notes
Draft	Administrator,Division Head,Project Manager	03/08/2021	solson	StageInitialized			

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

WorkFlow History

Status	Pending On	Date	User	Action	Action User	Action Date	Action Notes
Draft	Administrator,Division Head,Project Manager	04/06/2021	tknakmuhs	Complete			
Completed	Administrator,Department Head,Division Head	04/06/2021	solson	StageInitialized			

THE CITY OF Fargo FAR MORE

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

23

April 14, 2021

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

Re: Approval of Phase 1 Scope and Fee for Engineering Services – Initial Construction Administration & Inspection, Initial Construction Survey with Apex Engineering Group, Inc.
N University Drive Construction Project – 32nd Ave N to 40th Ave N
City Improvement District No. BN-20-A2
NDDOT Project No. SU-8-984(165)

Dear Commissioners:

At the April 5, 2021 City Commission meeting a motion was approved for the selection of Apex Engineering Group to complete the Construction Engineering for the street construction project on N University Drive from 32nd Avenue N to 40th Avenue N. As part of using Federal Highway Funds for engineering and architecture, cost cannot be a part of the selection process, so that approval was for firm selection, not for approving a dollar amount for the work. Following the NDDOT process, once a selection is confirmed, the firm being awarded the project can then prepare a Scope and Fee for Phase 1 of the work, which is the initial part of the construction project, and then after more information is gathered in the initial phase of the project, they prepare a Scope and Fee for Phase 2, which is the remainder of the work. We are anticipating that we will be splitting the cost for Construction Engineering Services 50/50 between federal funds and local funds.

I have attached the Phase 1 Scope and Fee from Apex Engineering Group for this project in the amount of $37,968.22 for your review and approval. The Local Government Division of the NDDOT will prepare an agreement for the Mayor and the Auditor to sign once we approve this work that will be signed by the NDDOT, the City of Fargo, and Apex Engineering Group.

Recommended Motion

Approve Phase 1 Scope and Fee for Engineering Services with Apex Engineering Group and authorize the Mayor and Auditor to sign the Construction Engineering Services Agreement once they become available.

Sincerely,

Jeremy M. Gorden, PE, PTOE
Transportation Division Engineer

Attachments

APEX ENGINEERING GROUP, INC.

SCOPE OF SERVICES

CONSTRUCTION ENGINEERING SERVICES

PHASE I - INITIAL CONSTRUCTION ADMINISTRATION & INSPECTION, INITIAL CONSTRUCTION SURVEY, AND PHASE II SCOPE & FEE DEVELOPMENT

Fargo University Dr N Reconstruction – 32nd Ave N to 40th Ave N

City Improvement District No. BN-21-A2

NDDOT SU-8-984(165) PCN 22292

April 12, 2021

THIS SCOPE OF SERVICES PERTAINS TO THE FOLLOWING WORK ITEMS

Tasks necessary to complete Phase I which includes Project Management duties, Initial Construction Administration & Inspection, and Initial Construction Survey. This scope of services also includes the scope and fee development for Phase II of the contract.

FORMATS AND STANDARDS

Upon final completion and submittal, all design and project data will become the property of NDDOT. All project information will be generated in the following formats and standards:

- MS Word and MS Excel
- Autodesk Civil 3D 2018 or newer
- Microsoft "Project"
- NDDOT CADD Manual
- NDDOT Consultant Services Manual Chapter 19
- NDDOT Procedure for Creating Right of Way Plats Manual Chapter 20
- NDDOT CADD Editing Manual Chapter 21
- NDDOT Data Collection Codes and Procedures
- NDDOT Drafting Standards
- NDDOT Design Manual Plan Preparation Guide Website

TECHNICAL SUPPORT

Apex will direct all technical questions, plan clarification, information, or coordination to the designated NDDOT contact person assigned to the project.

PHASE I – INITIAL CONSTRUCTION TASKS AND SCOPE DEVELOPMENT

1.0 PHASE I CONSTRUCTION SERVICES

1.01 COORDINATION WITH CITY, NDDOT, AND CONTRACTOR

Coordination will take place during Phase I between Apex's project team, City of Fargo staff, NDDOT staff, and the Contractor to get the project kicked off and started. Communication methods may include face to face meetings, phone calls/videoconferencing, virtual webmeetings, and emailing. This scope also includes reviewing Contractor submittals, schedule, certifications, and work drawings and uploading to FileNet or CARS.

1.02 PRECONSTRUCTION CONFERENCE

Apex will prepare for and attend the preconstruction meeting between the Contractor, City of Fargo, and NDDOT as per the NDDOT Construction Records Manual and Section 108.02 of the Standard Specifications. Apex will coordinate and schedule the meeting time and location, prepare the meeting agenda and materials, lead the meeting, and prepare and distribute meeting minutes.

1.03 MOBILIZATION AND PROJECT FILE PREPARATION

This task includes time for one (1) internal staff coordination and planning meeting, for field staff to familiarize themselves with the project documents, for field staff to prepare project files, folders, equipment, and supplies for mobilization, and to set up in the field office.

1.04 INITIAL CONSTRUCTION SURVEY

Apex will conduct initial construction surveying with the intent to perform Quality Assurance on the control network and to minimize potential delays to the contractor as they relate to surveying needs. The initial construction surveying is expected to include:

- Field verifying control points and benchmarks and any additional control necessary
- Verify right of way and temporary construction easements limits
- Stake traffic control devices for the first phase of work
- Potential staking for utility conflicts

1.05 SCOPE & FEE DEVELOPMENT FOR PHASE II

Apex will prepare a scope of services and fee estimate for Phase II – construction engineering and inspection, construction survey, sampling and testing of materials, measuring and computing pay quantities, contract administration, claims, plan revisions, shop drawings, preparing and submitting final documentation and project closeout (as per the RFP). Electronic Microsoft Word / Excel files of the proposed Scope of Services and Fee for Phase II will be submitted to the City and NDDOT. It is assumed that one (1) round of draft comments and changes will be required before approval and time is included in this scope for those changes.

TASK 1.0 DELIVERABLES

One (1) electronic submittal in Word/Excel of the Draft scope and fee estimate for Phase II, one (1) electronic submittal in Word/Excel of the Final scope and fee estimate for Phase II, one (1) electronic PDF and relevant SFN forms uploaded to FileNet as required for the project.

Apex Engineering Group, Inc.

Phase I Construction Services - Initial Construction Administration & Inspection, Initial Construction Survey, and Phase II Scope & Fee Development

Fargo University Dr N Reconstruction - 32nd Ave N to 40th Ave N

City Improvement District No. BN-21-A2

NDDOT SU-8-984(165) PCN 22292

April 12, 2021

Apex Proj. No. 21.103.0029

Task No.	Classification	Senior Engineer		Design Engineer		Project Engineer		Graduate Engineer		Engineering Tech		Sr. Engineer Tech		Sr. Survey		Survey Technician		Support Staff I		Total Hours	Total Labor Cost
		Project Oversight		Project Manager-Field		QC/QA & Design Supp		Inspector		Inspector				Crew Chief							
	Hourly Rate	$66.00		$38.00		$35.00		$31.00		$26.00		$40.00		$45.00		$26.00		$24.00			
	Task Description	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
1.0	Phase I Construction Services																				
1.01	Coordination with City, NDDOT, and Contractor	4	$264	16	$608		-		-		-		-		-		-		-	20	$872.00
1.02	Preconstruction Conference	4	$264	8	$304		-	8	$248	8	$208		-		-		-		-	28	$1,024.00
1.03	Mobilization and Project File Preparation		-	40	$1,520	16	$560	60	$1,860	60	$1,560		-	24	$1,080		-	2	$48	202	$6,628.00
1.04	Initial Construction Survey		-		-	8	$280		-		-	8	$208	40	$1,800	40	$1,040		-	96	$3,328.00
1.05	Scope & Fee Development for Phase II	8	$528	16	$608	2	$70		-		-		-		-		-	2	$48	28	$1,254.00
		16	$1,056	80	$3,040	26	$910	68	$2,108	68	$1,768	8	$208	64	$2,880	40	$1,040	4	$96	374	$13,106.00
	Direct Labor Costs Total	16	$1,056	80	$3,040	26	$910	68	$2,108	68	$1,768	8	$208	64	$2,880	40	$1,040	4	$96	374	$13,106.00

Overtime Costs	$260.00
Indirect Costs (1.4894)	$19,907.32
Subtotal (Labor, Indirect Costs, OT Costs)	$33,273.32
Fixed Fees (12%)	$3,992.80
Subtotal (Including Fixed Fees)	$37,266.12
Direct Cost Totals	$702.10
PHASE I GRAND TOTAL	$37,968.22

DIRECT COST ITEMS

Field Vehicle Mileage @ $0.56 / Mile	Round Trip From-To		No. of Trips	Miles per Day	Total Mileage	Total Cost
Task 1.02 / 1.03 - Preconstruction and Project Preparation	Apex Office	Site	4	20	80	$44.80
Task 1.02 / 1.03 - Preconstruction and Project Preparation			4	20	80	$44.80
			Field Vehicle Mileage Totals		160	**$89.60**

Survey Vehicle Mileage @ $0.75 / Mile	Round Trip From-To		No. of Trips	Miles per Day	Total Mileage	Total Cost
Task 1.04 - Travel to Project Site	Apex Office	Site	5	20	100	$75.00
Task 1.04 - Daily on Site Mileage			5	10	50	$37.50
			Survey Vehicle Mileage Totals		150	**$112.50**

Subconsultants	
None	**$0.00**
Printing Costs	**$500.00**
Mailing Costs	**$0.00**
Direct Costs Total	**$702.10**

OVERTIME COSTS

Classification	OT Rate	Hr. Rate	Add. OT Rate	OT Hours	
Engineering Tech	$39	$26	$13	12	$156.00
Survey Tech	$39	$26	$13	8	$104.00
			Total OT Labor Costs		$260.00

COVER SHEET
CITY OF FARGO PROJECTS

24-1

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:

Alley Paving

Improvement District No. AN-20-C

Call For Bids	April 19	, 2021
Advertise Dates	April 28 & May 5	, 2021
Bid Opening Date	May 26	, 2021
Substantial Completion Date	September 3	, 2021
Final Completion Date	September 17	, 2021

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

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jeremy Engquist

Phone No. (701) 298-6939

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

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

ALLEY PAVING

IMPROVEMENT DISTRICT NO. AN-20-C

Nature & Scope

This project is for the installation of P.C. Concrete Paving in the alley from 3rd Avenue North to 4th Avenue North between 11th Street North and 12th Street North in Roberts 2nd Addition.

Purpose

The purpose of this project is to provide paving in the alley as requested by the majority of the Property Owners.

Feasibility

The estimated cost of construction is $64,312. The project will be paid for entirely from Special Assessments. A breakdown of costs is as follows:

Estimated Construction Costs	$	64,312
Plus 10% Engineering Fee:	$	6,431
Plus 3% Legal Fee:	$	1,929
Plus 4% Administration Fee:	$	2,572
Plus 4% Interest Fee:	$	2,572
Plus 5% Contingency:	$	3,216
Total Estimated Construction Cost:	**$**	**81,033**

Project Funding Summary

Special Assessments - 100%

The cost to the Property Owners will be per City policy.

We believe this project to be cost effective.

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 4/13/21
NORTH DAKOTA

Tom Knakmuhs, P.E.
Assistant City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

ALLEY PAVING

IMPROVEMENT DISTRICT NO. AN-20-C

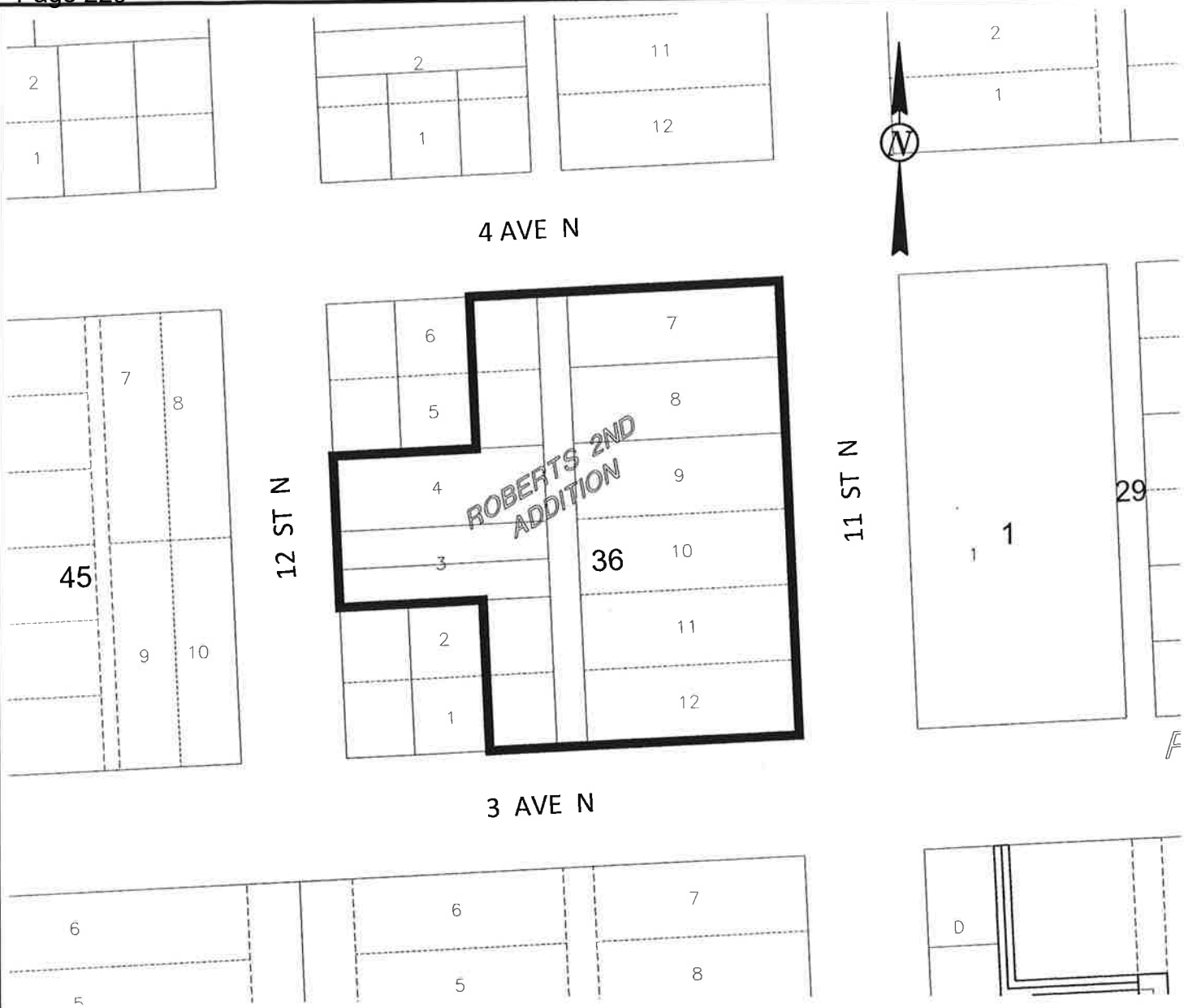
LOCATION:

From 3rd Avenue to 4th Avenue North between 11th Street and 12th Street North.

COMPRISING:

East 45 feet of Lots 1, 2, 5, and 6, Block 36.
Lots 3, 4, and 7 through 12, Block 36.
All in Robert's Second Addition.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

ALLEY PAVING

IMPROVEMENT DISTRICT NO. AN-20-C

COVER SHEET
CITY OF FARGO PROJECTS

24.2

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-21-J

Call for Bids	April 19	, 2021
Advertise Dates	April 28 & May 5	, 2021
Bid Opening Date	May 26	, 2021
Substantial Completion Date	August 21	, 2021
Final Completion Date	September 20	, 2021

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 Will Bayuk

Phone No. (701) 241-1554

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)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-21-J1

Type: Infrastructure Request

Location: 69th Avenue South
(Golden Valley Fifth Addition)

Date of Hearing: 3/29/2021

Routing	Date
City Commission	4/5/2021
PWPEC File	X
Project File	Will Bayuk

The Committee reviewed a communication from Project Engineer, Will Bayuk, regarding an Infrastructure Request for 69th Avenue South, Golden Valley Fifth Addition, requested by Jon Youness – Eagle Ridge, Developer.

Engineering staff has reviewed the requirements for infrastructure requests and the Developer has met four of the seven requirements. The three remaining items are as follows:

- Plat Recordation
- Execution of the Special Assessment Security Agreement
- Letter of Credit

Staff is recommending approval of the Infrastructure Request contingent upon plat recordation, execution of the Special Assessment Security Agreement and Letter of Credit.

On a motion by Steve Sprague, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Infrastructure Request contingent upon plat recordation, execution of the Special Assessment Security Agreement and Letter of Credit and direct Engineering to design.

RECOMMENDED MOTION
Approve the Request for Infrastructure contingent upon plat recordation, execution of the Special Assessment Agreement and Letter of Credit and direct Engineering to start design.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Special Assessments

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☐	☐	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

ENGINEER'S REPORT

NEW PAVING AND UTILITY CONSTRUCTION

IMPROVEMENT DISTRICT NO. BN-21-J

Nature & Scope

This project is for new construction of underground utilities, asphalt pavement, site grading, and incidentals on 69th Avenue South from Golden Valley Parkway South to 26th Street South.

Purpose

This project is to provide infrastructure for new residential housing in Golden Valley 5th Addition as requested by the Developer.

Feasibility

The estimated cost of construction is $417,029.75.

The costs for the improvement district are estimated as follows:

Redesign Removals Costs	$	11,770.00
Plus 4% Engineering Oversight Fee:	$	470.80
Total Estimated Redesign Removals Cost:	**$**	**12,240.80**
Redesign Removals Amount Developer Funded:	**$**	**12,240.80**

CRWUD Special Assessment	$	55,336.00
Plus 10% Engineering Fee:	$	5,533.60
Plus 4% Administration Fee:	$	2,213.44
Plus 3% Legal Fee:	$	1,660.08
Plus 4% Interest Fee:	$	2,213.44
Plus 5% Contingency:	$	2,766.80
Total Estimated Paving Cost:	**$**	**69,723.36**
CRWUD Amount Special Assessed:	**$**	**69,723.36**

Underground & Paving Costs	$	349,923.75
Plus 10% Engineering Fee:	$	34,992.38
Plus 4% Administration Fee:	$	13,996.95
Plus 3% Legal Fee:	$	10,497.71
Plus 4% Interest Fee:	$	13,996.95
Plus 5% Contingency:	$	17,496.19
Total Estimated Paving Cost:	**$**	**440,903.93**
Underground & Paving Amount Special Assessed:	**$**	**440,903.93**

Project Funding Summary			
Developer Funded – Redesign Removals	2.34%	$	12,240.80
Cass Rural Water User District Special Assessments	13.33%	$	69,723.36
Special Assessments	84.32%	$	440,903.93
Total Estimated Project Cost		**$**	**522,868.09**

We believe this project to be cost effective.

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 4/14/21
NORTH DAKOTA

Tom Knakmuhs, P.E.
Assistant City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION AND COMPRISING

NEW PAVING AND UTILITY CONSTRUCTION

IMPROVEMENT DISTRICT NO. BN-21-J

LOCATION:

This project is for new construction of underground utilities, asphalt pavement, site grading, and incidentals on 69th Avenue South from Golden Valley Parkway South to 26th Street South.

To be platted in Golden Valley 5th Addition.

COMPRISING:

Lots 1 through 5, inclusive, Block 4. (To be replatted as Golden Valley Fifth Addition)

All platted within Golden Valley Second Addition.

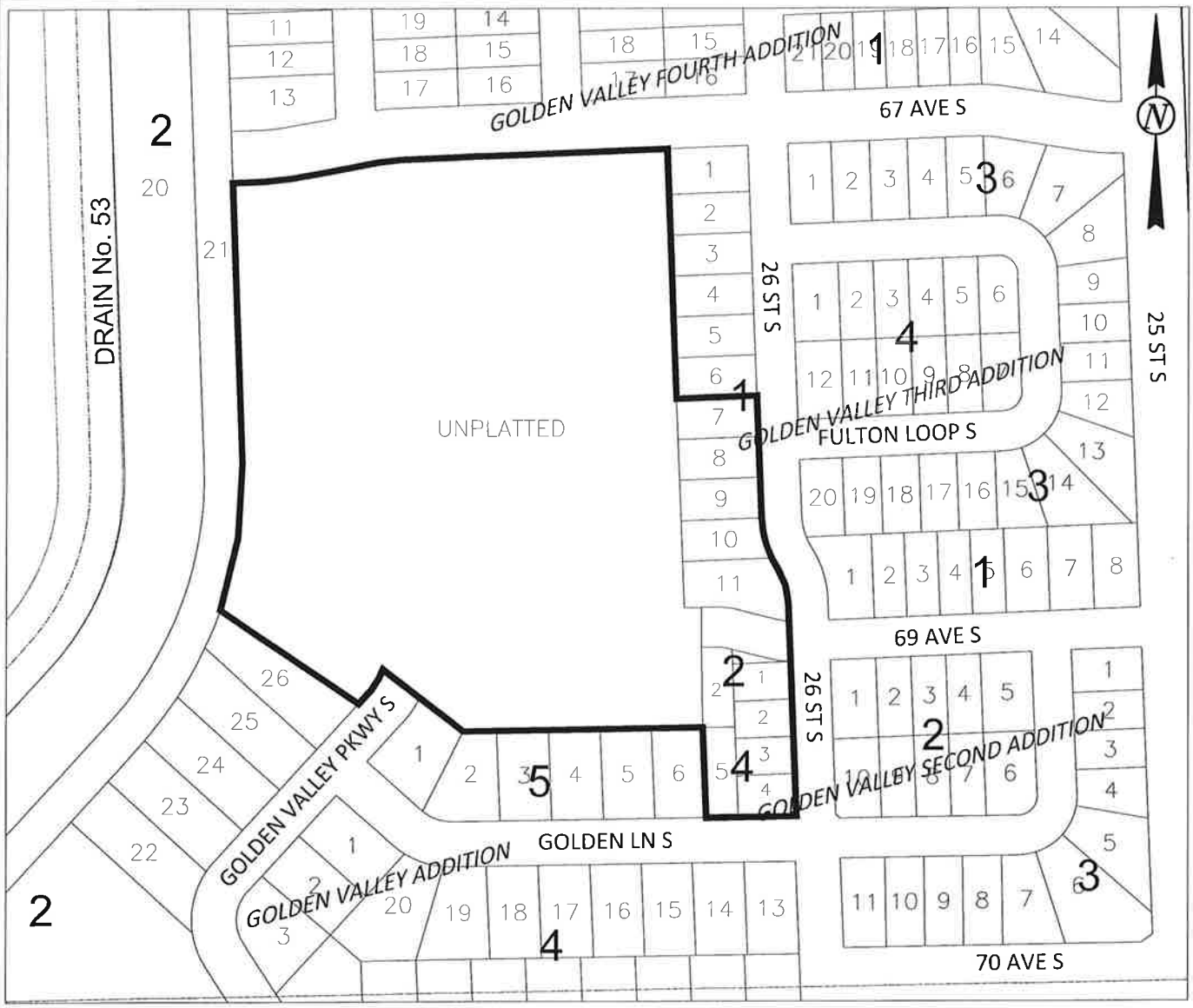
Lots 7 through 10, inclusive, Block 1.
Lot 11, Inclusive, Block 1. (To be replatted as Golden Valley Fifth Addition)
Lots 1 through 2, inclusive, Block 2. (To be replatted as Golden Valley Fifth Addition)

All platted within Golden Valley Third Addition.

The unplatted land in the northeast quarter of Section 11 T138N R49W lying north of the platted lots in Golden Valley Addition, south of 67th Avenue South and east of Cass County Drain 53, west of the platted lots in Golden Valley 2nd and 3rd Additions.

(A portion to be platted as Golden Valley Fifth Addition)

All the foregoing located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

NEW PAVING AND UTILITY CONSTRUCTION

IMPROVEMENT DISTRICT NO. BN-21-J

THE CITY OF Fargo FAR MORE

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

25-1

April 15, 2021

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

Re: Concur with Low Bid and Recommend Award
University Drive North from 32nd Avenue North to 40th Avenue North
City of Fargo Improvement District No. BN-20-A1
NDDOT Project No. SU-8-984(165); PCN: 22292

Dear Commissioners:

Bids were opened by the NDDOT on Friday, April 9 for the University Drive North project from 32nd Avenue North to 40th Avenue North.

The bids were as follows:

Dakota Underground Company	$ 6,382,673.05
Engineer's Estimate	$ 6,522,649.50

There are Special Assessments associated with this project and no protests have been received, therefore the protests should be declared insufficient.

Recommended Motion
Declare protests to be insufficient, and concur with low bid and recommend the NDDOT award the low bid to Dakota Underground Company in the amount of $ 6,382,673.05.

Sincerely,

Tom Knakmuhs, P.E.
Assistant City Engineer

Attachments

ENGINEER'S STATEMENT OF ESTIMATED COST

Grading, Salvaged Base, PPC Pavement, Storm Sewer, Watermain, Traffic Signal, Lighting, Shared Use Path

Improvement District No. BN-20-A
SU-8-984(165), PCN 22292

Fargo University Dr N from 32nd Ave N to 40th Ave N

Summary of low bid by Dakota Underground Company: $6,382,673.05

Water Main Costs	$	878,585.40
Amount Federally Funded	$	-
Amount Locally Funded	$	878,585.40
Plus 4% Administration Fee:	$	35,143.42
Plus 3% Legal Fee:	$	26,357.56
Plus 4% Interest Fee:	$	35,143.42
Plus 5% Contingency:	$	43,929.27
Total Estimated Water Main Cost:	**$**	**1,019,159.06**
Amount Special Assessed:	$	1,019,159.06
Amount of Federal Funded:	$	-

Storm Sewer Costs	$	1,346,799.00
Amount Federally Funded	$	686,867.49
Amount Locally Funded	$	659,931.51
Plus 4% Administration Fee:	$	26,397.26
Plus 3% Legal Fee:	$	19,797.95
Plus 4% Interest Fee:	$	26,397.26
Plus 5% Contingency:	$	32,996.58
Total Estimated Storm Sewer Cost:	**$**	**1,452,388.04**
Amount Special Assessed:	$	765,520.55
Amount of Federal Funded:	$	686,867.49

Paving Costs	$	4,157,288.65
Amount Federally Funded	$	2,900,280.20
Amount Locally Funded	$	1,257,008.45
Plus 4% Administration Fee:	$	50,280.34
Plus 3% Legal Fee:	$	37,710.25
Plus 4% Interest Fee:	$	50,280.34
Plus 5% Contingency:	$	62,850.42
Total Estimated Paving Cost:	**$**	**4,358,410.00**
Amount Special Assessed:	$	1,458,129.80
Amount of Federal Funded:	$	2,900,280.20

Miscellaneous Costs		
Right-of-Way and Easements:	$	1,624.00
Outside Engineering:	$	1,192,404.84
Total Miscellaneous Costs:	**$**	**1,194,028.84**
Amount Special Assessed:	$	281,176.54
Amount of Federal Funded:	$	912,852.31

Project Funding Summary			
Special Assessments	43.92%	$	3,523,985.95
Federal Funds	56.08%	$	4,500,000.00
Total Estimated Project Cost		**$**	**8,023,985.95**

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

Date: 4/14/2021

Tom Knakmuhs, P.E.
Assistant City Engineer

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 4/14/21
NORTH DAKOTA

NORTH Dakota | Transportation
Be Legendary.™

April 12, 2021

Ms. Brenda Derrig
City Engineer
225 4th St. N
Fargo, ND 58102

PROJECT: SU-8-984(165), PCN 22292 FARGO, UNIVERSITY DR N FROM 32ND AVE N TO 40TH AVE N

Bids for the construction on the above noted project were taken at our bid opening of April 9, 2021. A copy of the Contract Detail Estimate and Abstract of Bids are enclosed.

The low bid for Grading, Salvaged Base, PPC Pavement, Storm Sewer, Watermain, Traffic Signal, Lighting, Shared Use Path was submitted by Dakota Underground Company of Fargo, ND in the amount of $6,382,673.05. According to the agreement with the City of Fargo, the City's share is estimated to be $2,564,443.04. Federal Funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of $4,500,000. The balance of the project cost is the obligation of the City.

The Department will review the low bidder's proposal to assure that the Disadvantaged Business Enterprise Program requirements have been met. Upon review of the contractor's Disadvantaged Business Enterprise Program, the Department will advise you via email whether this project may be awarded. The City must award the contract before the Department will concur in the award, therefore, the City must notify the Department in writing as soon as possible after the award is made. Contracts cannot be executed prior to the date of the Department's concurrence.

Questions should be addressed to the Construction Services Division at 701-328-2566.

PHILLIP MURDOFF, P.E. - CONSTRUCTION SERVICES ENGINEER

80/pm/lp
Enclosure

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID**

Bid Opening Date: **4/9/2021**

Project Number: **SU-8-984(165)**

PCN: **22292**

Job Number: **1**

English/Metric: **ENGLISH**

Contract with **DAKOTA UNDERGROUND COMPANY FARGO, ND**

Signed Date:

County(s): **CASS**

Location: **UNIVERSITY DR N, FARGO - 32ND AVE N TO 40TH AVE N**

CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID** Bid Opening Date: **4/9/2021**

Project Number: **SU-8-984(165)** PCN: **22292**

Job Number: **1** English/Metric: **ENGLISH**

Roadway: **URBAN**

LRS_ID L1921_017M MEASURE 1.003 TO MEASURE 1.998

Type: **GRADING, SALVAGED BASE, PCC PAVEMENT, STORM SEWER, WATERMAIN, TRAFFIC SIGNAL, LIGHTING, SHARED USE PATH**

Participating: **Y**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	1.000	L SUM	$30,000.00	$30,000.00
108	0001	CRITICAL PATH METHOD SCHEDULE	1.000	L SUM	$10,000.00	$10,000.00
202	0136	REMOVAL OF PAVEMENT	7,317.000	TON	$13.00	$95,121.00
202	0169	REMOVAL OF END SECTION-ALL TYPES & SIZES	1.000	EA	$1,000.00	$1,000.00
202	0174	REMOVAL OF PIPE ALL TYPES AND SIZES	311.000	LF	$20.00	$6,220.00
203	0101	COMMON EXCAVATION-TYPE A	16,059.000	CY	$8.20	$131,683.80
203	0109	TOPSOIL	7,166.000	CY	$8.00	$57,328.00
203	0138	COMMON EXCAVATION-SUBCUT	1,400.000	CY	$5.00	$7,000.00
216	0100	WATER	230.000	M GAL	$20.00	$4,600.00
230	0165	SUBGRADE PREPARATION-TYPE A-12IN	53.000	STA	$1,300.00	$68,900.00
251	0300	SEEDING CLASS III	6.860	ACRE	$1,040.00	$7,134.40
251	2000	TEMPORARY COVER CROP	8.830	ACRE	$90.00	$794.70
253	0201	HYDRAULIC MULCH	15.690	ACRE	$1,515.00	$23,770.35
260	0200	SILT FENCE SUPPORTED	228.000	LF	$3.15	$718.20
260	0201	REMOVE SILT FENCE SUPPORTED	228.000	LF	$1.05	$239.40
261	0120	FIBER ROLLS 20IN	720.000	LF	$3.15	$2,268.00
261	0121	REMOVE FIBER ROLLS 20IN	322.000	LF	$1.05	$338.10
302	0101	SALVAGED BASE COURSE	9,956.000	CY	$30.00	$298,680.00
302	9970	TYPE II PIPE BEDDING	650.000	CY	$30.00	$19,500.00
430	0500	COMMERCIAL GRADE HOT MIX ASPHALT	103.000	TON	$175.00	$18,025.00
550	0310	10IN NON REINF CONCRETE PVMT CL AE-DOWELED	17,289.000	SY	$65.00	$1,123,785.00
702	0100	MOBILIZATION	1.000	L SUM	$700,000.00	$700,000.00
704	0100	FLAGGING	1,000.000	MHR	$4.00	$4,000.00
704	1000	TRAFFIC CONTROL SIGNS	1,707.000	UNIT	$2.60	$4,438.20
704	1052	TYPE III BARRICADE	38.000	EA	$79.00	$3,002.00
704	1054	SIDEWALK BARRICADE	10.000	EA	$69.00	$690.00
704	1060	DELINEATOR DRUMS	267.000	EA	$18.40	$4,912.80
704	4011	PORTABLE CHANGEABLE MESSAGE SIGN	3.000	EA	$2,335.00	$7,005.00
706	0400	FIELD OFFICE	1.000	EA	$20,000.00	$20,000.00
708	1540	INLET PROTECTION-SPECIAL	52.000	EA	$200.00	$10,400.00
708	1541	REMOVE INLET PROTECTION-SPECIAL	52.000	EA	$50.00	$2,600.00
709	0151	GEOSYNTHETIC MATERIAL TYPE R1	21,389.000	SY	$1.70	$36,361.30
714	9696	EDGEDRAIN NON PERMEABLE BASE	10,454.000	LF	$9.30	$97,222.20
744	0050	INSULATION BOARD	128.000	CF	$12.00	$1,536.00
748	0190	CURB & GUTTER-TYPE I 30IN	10,797.000	LF	$21.00	$226,737.00
750	0030	PIGMENTED IMPRINTED CONCRETE	73.000	SY	$95.00	$6,935.00
750	0120	SIDEWALK CONCRETE 5IN REINF	6,707.000	SY	$47.25	$316,905.75
750	0140	SIDEWALK CONCRETE 6IN	158.000	SY	$57.00	$9,006.00
750	1000	DRIVEWAY CONCRETE	188.000	SY	$58.00	$10,904.00
750	2115	DETECTABLE WARNING PANELS	317.000	SF	$52.00	$16,484.00
752	0911	TEMPORARY SAFETY FENCE	200.000	LF	$3.00	$600.00
754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	103.000	SF	$19.00	$1,957.00
754	0112	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	185.000	SF	$33.00	$6,105.00
754	0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	320.000	LF	$14.40	$4,608.00

CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID** Bid Opening Date: **4/9/2021**

Project Number: **SU-8-984(165)** PCN: **22292**

Job Number: **1** English/Metric: **ENGLISH**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
754	0592	RESET SIGN PANEL	5.000	EA	$16.00	$80.00
754	0805	OBJECT MARKERS - CULVERTS	10.000	EA	$52.00	$520.00
762	0113	EPOXY PVMT MK 4IN LINE	100.000	LF	$1.90	$190.00
762	0116	EPOXY PVMT MK 16IN LINE	86.000	LF	$17.75	$1,526.50
762	0117	EPOXY PVMT MK 24IN LINE	230.000	LF	$23.10	$5,313.00
762	0122	PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	182.000	SF	$25.80	$4,695.60
762	1305	PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	347.000	LF	$6.30	$2,186.10
762	1309	PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED	1,121.000	LF	$11.55	$12,947.55
762	1317	PREFORMED PATTERNED PVMT MK 16IN LINE-GROOVED	162.000	LF	$28.35	$4,592.70
762	1325	PREFORMED PATTERNED PVMT MK 24IN LINE-GROOVED	498.000	LF	$40.40	$20,119.20
762	1344	PREF PATT PVMT MK 7IN LINE CONTRAST-GROOVED	4,476.000	LF	$10.30	$46,102.80
770	0001	LIGHTING SYSTEM	1.000	EA	$258,000.00	$258,000.00
772	0001	TRAFFIC SIGNALS SYSTEM	1.000	EA	$265,600.00	$265,600.00
772	9200	IT SYSTEM	1.000	EA	$91,800.00	$91,800.00
772	9300	SURVEILLANCE CAMERA SYSTEM	1.000	EA	$44,100.00	$44,100.00

Subtotal	$4,157,288.65
Eng and Contg	$415,728.87
Total	$4,573,017.52

Length **1.0250 Miles** **CASS** **1.0250 Miles**

		Construction
Estimated Cost		$4,573,017.52
SU FEDERAL FUNDS	80.93%	$3,700,943.08
SU FARGO CITY FUNDS	19.07%	$872,074.44

CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID** Bid Opening Date: **4/9/2021**

Project Number: **SU-8-984(165)** PCN: **22292**

Job Number: **1** English/Metric: **ENGLISH**

Roadway: **URBAN**

LRS_ID L1921_017M MEASURE 1.003 TO MEASURE 1.998

Type: **DRAINAGE**

Participating: **Y**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
256	0100	RIPRAP GRADE I	7.000	CY	$140.00	$980.00
256	0300	RIPRAP GRADE III	122.000	CY	$120.00	$14,640.00
709	0155	GEOSYNTHETIC MATERIAL TYPE RR	699.000	SY	$4.00	$2,796.00
714	0210	PIPE CONC REINF 15IN CL III-STORM DRAIN	806.000	LF	$70.00	$56,420.00
714	0315	PIPE CONC REINF 18IN CL III-STORM DRAIN	39.000	LF	$95.00	$3,705.00
714	0620	PIPE CONC REINF 24IN CL III-STORM DRAIN	451.000	LF	$100.00	$45,100.00
714	0825	PIPE CONC REINF 30IN CL III-STORM DRAIN	544.000	LF	$132.00	$71,808.00
714	0910	PIPE CONC REINF 36IN CL III-STORM DRAIN	501.000	LF	$165.00	$82,665.00
714	1010	PIPE CONC REINF 42IN CL III-STORM DRAIN	501.000	LF	$211.00	$105,711.00
714	1110	PIPE CONC REINF 48IN CL III-STORM DRAIN	1,235.000	LF	$250.00	$308,750.00
714	1212	PIPE CONC REINF 54IN CL III-STORM DRAIN	1,390.000	LF	$277.00	$385,030.00
714	1500	PIPE CONC REINF 72IN CL II	14.000	LF	$360.00	$5,040.00
714	3050	END SECT-CONC REINF 54IN	1.000	EA	$5,200.00	$5,200.00
714	4099	PIPE CONDUIT 18IN-APPROACH	107.000	LF	$112.00	$11,984.00
714	9660	REMOVE & RELAY END SECTION-ALL TYPE & SIZES	1.000	EA	$5,400.00	$5,400.00
722	0120	MANHOLE 72IN	1.000	EA	$6,500.00	$6,500.00
722	0140	MANHOLE 96IN	1.000	EA	$14,000.00	$14,000.00
722	3499	INLET	1.000	EA	$16,480.00	$16,480.00
722	3510	INLET-TYPE 2	3.000	EA	$2,700.00	$8,100.00
722	3701	INLET SPECIAL-TYPE 2 48IN	10.000	EA	$4,100.00	$41,000.00
722	3761	INLET SPECIAL-TYPE 2 60IN	2.000	EA	$5,400.00	$10,800.00
722	3766	INLET SPECIAL-TYPE 2 72IN	1.000	EA	$7,100.00	$7,100.00
722	3768	INLET SPECIAL-TYPE 2 84IN	7.000	EA	$9,900.00	$69,300.00
722	3769	INLET SPECIAL-TYPE 2 96IN	2.000	EA	$12,200.00	$24,400.00
722	4005	INLET CATCH BASIN	17.000	EA	$1,970.00	$33,490.00
722	4108	INLET SPECIAL CATCH BASIN 48IN	3.000	EA	$3,100.00	$9,300.00
722	6160	ADJUST INLET	1.000	EA	$500.00	$500.00
722	6200	ADJUST MANHOLE	1.000	EA	$600.00	$600.00

Subtotal	$1,346,799.00
Eng and Contg	$134,679.90
Total	$1,481,478.90

Length	1.0250 Miles	CASS	1.0250 Miles

		Construction
Estimated Cost		$1,481,478.90
SU FEDERAL FUNDS	51.00%	$755,554.24
SU FARGO CITY FUNDS	49.00%	$725,924.66

CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID** Bid Opening Date: **4/9/2021**

Project Number: **SU-8-984(165)** PCN: **22292**

Job Number: **1** English/Metric: **ENGLISH**

Roadway: **URBAN**

LRS_ID L1921_017M MEASURE 1.003 TO MEASURE 1.998

Type: **CITY 100% ITEM**

Participating: **N**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
202	0174	REMOVAL OF PIPE ALL TYPES AND SIZES	18.000	LF	$20.00	$360.00
722	3315	6IN PVC SEWER PLUG	1.000	EA	$2,500.00	$2,500.00
722	6200	ADJUST MANHOLE	3.000	EA	$600.00	$1,800.00
724	0210	FITTINGS-DUCTILE IRON	6,756.000	LBS	$11.65	$78,707.40
724	0300	GATE VALVE & BOX 6IN	12.000	EA	$1,750.00	$21,000.00
724	0314	GATE VALVE & BOX 12IN	1.000	EA	$3,920.00	$3,920.00
724	0317	GATE VALVE & BOX 16IN	4.000	EA	$11,600.00	$46,400.00
724	0410	HYDRANT-INSTALL 5IN	12.000	EA	$5,000.00	$60,000.00
724	0807	PLUG 8IN WATERMAIN	3.000	EA	$250.00	$750.00
724	0808	PLUG 12IN WATERMAN	1.000	EA	$2,500.00	$2,500.00
724	0810	WATERMAIN 6IN PVC	180.000	LF	$81.00	$14,580.00
724	0830	WATERMAIN 8IN PVC	96.000	LF	$90.00	$8,640.00
724	0850	WATERMAIN 12IN PVC	9.000	LF	$92.00	$828.00
724	0852	WATERMAIN 16IN PVC	5,305.000	LF	$120.00	$636,600.00
					Subtotal	$878,585.40
					Eng and Contg	$87,858.54
					Total	$966,443.94

Length **1.0250 Miles** **CASS** **1.0250 Miles**

		Construction
Estimated Cost		$966,443.94
SU FARGO CITY FUNDS	100.00%	$966,443.94

Summary for Project

Length **1.0250 Miles** **CASS** **1.0250 Miles**

Estimated Total Construction Cost:	$6,382,673.05
Estimated Total Eng and Contg:	$638,267.31

	Construction	Total
Estimated Cost	$7,020,940.36	$7,020,940.36
SU FEDERAL FUNDS	$4,456,497.32	$4,456,497.32
SU FARGO CITY FUNDS	$2,564,443.04	$2,564,443.04

NDDOT TO MAKE CONTRACTOR PAYMENTS. SU FEDERAL FUNDS FOR THIS PROJECT IS LIMITED TO $4,500,000. ANY COSTS OVER THIS LIMITED AMOUNT WILL BE CITY RESPONSIBILITY.

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 1 OF 6

ABSTRACT OF BIDS RECEIVED

PROJECT NO. SU-8-984(165)

COUNTY & DATE CASS (017) APR 09, 2021 09:30AM

LENGTH & TYPE 1.025

FARGO N UNIVERSITY DR(32ND AVE-40TH AVE)

COMPLETION TIME 12/01/21 GRADING, SALVAGED BASE, PCC PAVEMENT,

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	NO. 1 BIDDER ENGINEERS ESTIMATE c.c. CHECK RANK 00 BID PRICE	AMOUNT	BIDDER DAKOTA UNDERGROUND COMPANY FARGO, ND c.c. BOND RANK 01 BID PRICE	AMOUNT	BIDDER NORTHERN IMPROVEMENT COMPANY FARGO, ND c.c. BOND RANK 02 BID PRICE	AMOUNT
103	CONTRACT BOND	L SUM	1.000	60000.000	60000.00	30000.000	30000.00	18450.000	18450.00
108	CRITICAL PATH METHOD SCHEDULE	L SUM	1.000	15000.000	15000.00	10000.000	10000.00	8400.000	8400.00
202	REMOVAL OF PAVEMENT	TON	7317.000	12.000	87804.00	13.000	95121.00	10.400	76096.80
202	REMOVAL OF END SECTION-ALL TYPES & SIZES	EA	1.000	200.000	200.00	1000.000	1000.00	475.000	475.00
202	REMOVAL OF PIPE ALL TYPES AND SIZES	LF	329.000	30.000	9870.00	20.000	6580.00	12.600	4145.40
203	COMMON EXCAVATION-TYPE A	CY	16059.000	8.000	128472.00	8.200	131683.80	8.000	128472.00
203	TOPSOIL	CY	7166.000	6.000	42996.00	8.000	57328.00	7.250	51953.50
203	COMMON EXCAVATION-SUBCUT	CY	1400.000	10.000	14000.00	5.000	7000.00	13.200	18480.00
216	WATER	M GAL	230.000	35.000	8050.00	20.000	4600.00	15.000	3450.00
230	SUBGRADE PREPARATION-TYPE A-12IN	STA	53.000	900.000	47700.00	1300.000	68900.00	700.000	37100.00
251	SEEDING CLASS III	ACRE	6.860	950.000	6517.00	1040.000	7134.40	1040.000	7134.40
251	TEMPORARY COVER CROP	ACRE	8.830	150.000	1324.50	90.000	794.70	89.250	788.08
253	HYDRAULIC MULCH	ACRE	15.690	1800.000	28242.00	1515.000	23770.35	1515.000	23770.35
256	RIPRAP GRADE I	CY	7.000	100.000	700.00	140.000	980.00	160.000	1120.00
256	RIPRAP GRADE III	CY	122.000	150.000	18300.00	120.000	14640.00	105.000	12810.00
260	SILT FENCE SUPPORTED	LF	228.000	3.000	684.00	3.150	718.20	3.150	718.20
260	REMOVE SILT FENCE SUPPORTED	LF	228.000	1.000	228.00	1.050	239.40	1.050	239.40
261	FIBER ROLLS 20IN	LF	720.000	4.000	2880.00	3.150	2268.00	3.150	2268.00
261	REMOVE FIBER ROLLS 20IN	LF	322.000	1.000	322.00	1.050	338.10	1.050	338.10
302	SALVAGED BASE COURSE	CY	9956.000	40.000	398240.00	30.000	298680.00	42.000	418152.00
302	TYPE II PIPE BEDDING	CY	650.000	25.000	16250.00	30.000	19500.00	33.600	21840.00
430	COMMERCIAL GRADE HOT MIX ASPHALT	TON	103.000	250.000	25750.00	175.000	18025.00	150.000	15450.00
550	10IN NON REINF CONCRETE PVMT CL AE-DOWELED	SY	17289.000	75.000	1296675.00	65.000	1123785.00	69.000	1192941.00
702	MOBILIZATION	L SUM	1.000	400000.000	400000.00	700000.000	700000.00	675000.000	675000.00
704	FLAGGING	MHR	1000.000	40.000	40000.00	4.000	4000.00	58.500	58500.00
704	TRAFFIC CONTROL SIGNS	UNIT	1707.000	2.000	3414.00	2.600	4438.20	2.650	4523.55
704	TYPE III BARRICADE	EA	38.000	110.000	4180.00	79.000	3002.00	79.000	3002.00
704	SIDEWALK BARRICADE	EA	10.000	80.000	800.00	69.000	690.00	68.250	682.50
704	DELINEATOR DRUMS	EA	267.000	30.000	8010.00	18.400	4912.80	18.500	4939.50
704	PORTABLE CHANGEABLE MESSAGE SIGN	EA	3.000	5000.000	15000.00	2335.000	7005.00	2335.000	7005.00
706	FIELD OFFICE	EA	1.000	20000.000	20000.00	20000.000	20000.00	20000.000	20000.00
708	INLET PROTECTION-SPECIAL	EA	52.000	200.000	10400.00	200.000	10400.00	175.000	9100.00
708	REMOVE INLET PROTECTION-SPECIAL	EA	52.000	50.000	2600.00	50.000	2600.00	31.500	1638.00
709	GEOSYNTHETIC MATERIAL TYPE R1	SY	21389.000	2.500	53472.50	1.700	36361.30	1.600	34222.40
709	GEOSYNTHETIC MATERIAL TYPE RR	SY	699.000	3.500	2446.50	4.000	2796.00	3.050	2131.95
714	PIPE CONC REINF 15IN CL III-STORM DRAIN	LF	806.000	80.000	64480.00	70.000	56420.00	73.500	59241.00
714	PIPE CONC REINF 18IN CL III-STORM DRAIN	LF	39.000	90.000	3510.00	95.000	3705.00	108.000	4212.00
714	PIPE CONC REINF 24IN CL III-STORM DRAIN	LF	451.000	110.000	49610.00	100.000	45100.00	71.500	32246.50
714	PIPE CONC REINF 30IN CL III-STORM DRAIN	LF	544.000	130.000	70720.00	132.000	71808.00	144.000	78336.00
714	PIPE CONC REINF 36IN CL III-STORM DRAIN	LF	501.000	160.000	80160.00	165.000	82665.00	183.000	91683.00
714	PIPE CONC REINF 42IN CL III-STORM DRAIN	LF	501.000	190.000	95190.00	211.000	105711.00	225.000	112725.00
714	PIPE CONC REINF 48IN CL III-STORM DRAIN	LF	1235.000	240.000	296400.00	250.000	308750.00	260.000	321100.00
714	PIPE CONC REINF 54IN CL III-STORM DRAIN	LF	1390.000	280.000	389200.00	277.000	385030.00	340.000	472600.00
714	PIPE CONC REINF 72IN CL II	LF	14.000	750.000	10500.00	360.000	5040.00	365.000	5110.00
714	END SECT-CONC REINF 54IN	EA	1.000	5000.000	5000.00	5200.000	5200.00	4620.000	4620.00
714	PIPE CONDUIT 18IN-APPROACH	LF	107.000	50.000	5350.00	112.000	11984.00	47.250	5055.75
714	REMOVE & RELAY END SECTION-ALL TYPE & SIZES	EA	1.000	450.000	450.00	5400.000	5400.00	4725.000	4725.00

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

1

AWARD TO: DAKOTA UNDERGROUND COMPANY

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 2 OF 6

ABSTRACT OF BIDS RECEIVED

PROJECT NO. SU-8-984(165)

COUNTY & DATE CASS (017) APR 09, 2021 09:30AM

LENGTH & TYPE 1.025

FARGO N UNIVERSITY DR(32ND AVE-40TH AVE)

COMPLETION TIME 12/01/21 GRADING, SALVAGED BASE, PCC PAVEMENT,

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	NO. 1 BIDDER ENGINEERS ESTIMATE c.c. CHECK RANK 00 BID PRICE	AMOUNT	BIDDER DAKOTA UNDERGROUND COMPANY FARGO, ND c.c. BOND RANK 01 BID PRICE	AMOUNT	BIDDER NORTHERN IMPROVEMENT COMPANY FARGO, ND c.c. BOND RANK 02 BID PRICE	AMOUNT
714	EDGEDRAIN NON PERMEABLE BASE	LF	10454.000	10.000	104540.00	93.00	97222.20	102.00	106630.80
722	MANHOLE 72IN	EA	1.000	6500.000	6500.00	6500.000	6500.00	6200.000	6200.00
722	MANHOLE 96IN	EA	1.000	10000.000	10000.00	14000.000	14000.00	12000.000	12000.00
722	6IN PVC SEWER PLUG	EA	1.000	50.000	50.00	2500.000	2500.00	1155.000	1155.00
722	INLET	EA	1.000	10000.000	10000.00	16480.000	16480.00	15000.000	15000.00
722	INLET-TYPE 2	EA	3.000	3500.000	10500.00	2700.000	8100.00	2730.000	8190.00
722	INLET SPECIAL-TYPE 2 48IN	EA	10.000	4000.000	40000.00	4100.000	41000.00	3885.000	38850.00
722	INLET SPECIAL-TYPE 2 60IN	EA	2.000	4500.000	9000.00	5400.000	10800.00	5200.000	10400.00
722	INLET SPECIAL-TYPE 2 72IN	EA	1.000	6000.000	6000.00	7100.000	7100.00	7090.000	7090.00
722	INLET SPECIAL-TYPE 2 84IN	EA	7.000	7500.000	52500.00	9900.000	69300.00	9500.000	66500.00
722	INLET SPECIAL-TYPE 2 96IN	EA	2.000	9000.000	18000.00	12200.000	24400.00	12000.000	24000.00
722	INLET CATCH BASIN	EA	17.000	1500.000	25500.00	1970.000	33490.00	1890.000	32130.00
722	INLET SPECIAL CATCH BASIN 48IN	EA	3.000	2500.000	7500.00	3100.000	9300.00	2835.000	8505.00
722	ADJUST INLET	EA	1.000	750.000	750.00	500.000	500.00	650.000	650.00
722	ADJUST MANHOLE	EA	4.000	1000.000	4000.00	600.000	2400.00	650.000	2600.00
724	FITTINGS-DUCTILE IRON	LBS	6756.000	10.000	67560.00	11.650	78707.40	11.000	74316.00
724	GATE VALVE & BOX 6IN	EA	12.000	2500.000	30000.00	1750.000	21000.00	1800.000	21600.00
724	GATE VALVE & BOX 12IN	EA	1.000	4500.000	4500.00	3920.000	3920.00	4440.000	4440.00
724	GATE VALVE & BOX 16IN	EA	4.000	12000.000	48000.00	11600.000	46400.00	13120.000	52480.00
724	HYDRANT-INSTALL 5IN	EA	12.000	5500.000	66000.00	5000.000	60000.00	5665.000	67980.00
724	PLUG 8IN WATERMAIN	EA	3.000	100.000	300.00	250.000	750.00	650.000	1950.00
724	PLUG 12IN WATERMAN	EA	1.000	150.000	150.00	2500.000	2500.00	1010.000	1010.00
724	WATERMAIN 6IN PVC	LF	180.000	50.000	9000.00	81.000	14580.00	52.500	9450.00
724	WATERMAIN 8IN PVC	LF	96.000	70.000	6720.00	90.000	8640.00	59.000	5664.00
724	WATERMAIN 12IN PVC	LF	9.000	95.000	855.00	92.000	828.00	123.000	1107.00
724	WATERMAIN 16IN PVC	LF	5305.000	120.000	636600.00	120.000	636600.00	146.000	774530.00
744	INSULATION BOARD	CF	128.000	25.000	3200.00	12.000	1536.00	19.000	2432.00
748	CURB & GUTTER-TYPE I 30IN	LF	10797.000	30.000	323910.00	21.000	226737.00	24.850	268305.45
750	PIGMENTED IMPRINTED CONCRETE	SY	73.000	90.000	6570.00	95.000	6935.00	94.500	6898.50
750	SIDEWALK CONCRETE 5IN REINF	SY	6707.000	50.000	335350.00	47.250	316905.75	47.200	316570.40
750	SIDEWALK CONCRETE 6IN	SY	158.000	60.000	9480.00	57.000	9006.00	56.700	8958.60
750	DRIVEWAY CONCRETE	SY	188.000	90.000	16920.00	58.000	10904.00	57.750	10857.00
750	DETECTABLE WARNING PANELS	SF	317.000	50.000	15850.00	52.000	16484.00	52.500	16642.50
752	TEMPORARY SAFETY FENCE	LF	200.000	5.000	1000.00	3.000	600.00	4.000	800.00
754	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	103.000	22.000	2266.00	19.000	1957.00	19.000	1957.00
754	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	SF	185.000	22.000	4070.00	33.000	6105.00	33.600	6216.00
754	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	320.000	20.000	6400.00	14.400	4608.00	14.500	4640.00
754	RESET SIGN PANEL	EA	5.000	70.000	350.00	16.000	80.00	15.750	78.75
754	OBJECT MARKERS - CULVERTS	EA	10.000	50.000	500.00	52.000	520.00	51.450	514.50
762	EPOXY PVMT MK 4IN LINE	LF	100.000	.300	30.00	1.900	190.00	1.900	190.00
762	EPOXY PVMT MK 16IN LINE	LF	86.000	8.000	688.00	17.750	1526.50	17.750	1526.50
762	EPOXY PVMT MK 24IN LINE	LF	230.000	14.000	3220.00	23.100	5313.00	23.100	5313.00
762	PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	SF	182.000	30.000	5460.00	25.800	4695.60	25.850	4704.70
762	PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	LF	347.000	5.000	1735.00	6.300	2186.10	6.300	2186.10
762	PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED	LF	1121.000	10.000	11210.00	11.550	12947.55	11.550	12947.55
762	PREFORMED PATTERNED PVMT MK 16IN LINE-GROOVED	LF	162.000	25.000	4050.00	28.350	4592.70	28.350	4592.70
762	PREFORMED PATTERNED PVMT MK 24IN LINE-GROOVED	LF	498.000	32.000	15936.00	40.400	20119.20	40.450	20144.10

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

2

AWARD TO: DAKOTA UNDERGROUND COMPANY

DATE OF AWARD

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 3 OF 6

ABSTRACT OF BIDS RECEIVED

PROJECT NO. SU-8-984(165)

COUNTY & DATE CASS (017) APR 09, 2021 09:30AM

LENGTH & TYPE 1.025

FARGO N UNIVERSITY DR(32ND AVE-40TH AVE)

COMPLETION TIME 12/01/21 GRADING, SALVAGED BASE, PCC PAVEMENT,

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	NO. 1 BIDDER ENGINEERS ESTIMATE c.c. CHECK RANK 00 BID PRICE	AMOUNT	BIDDER DAKOTA UNDERGROUND COMPANY FARGO, ND c.c. BOND RANK 01 BID PRICE	AMOUNT	BIDDER NORTHERN IMPROVEMENT COMPANY FARGO, ND c.c. BOND RANK 02 BID PRICE	AMOUNT
762	PREF PATT PVMT MK 7IN LINE CONTRAST-GROOVED	LF	4476000	12000	5371200	10300	4610280	10300	4610280
770	LIGHTING SYSTEM	EA	1000	245000000	245000000	258000000	258000000	265000000	265000000
772	TRAFFIC SIGNALS SYSTEM	EA	1000	275000000	275000000	265600000	265600000	275000000	275000000
772	IT SYSTEM	EA	1000	121000000	121000000	91800000	91800000	95000000	95000000
772	SURVEILLANCE CAMERA SYSTEM	EA	1000	44000000	44000000	44100000	44100000	46000000	46000000
	TOTAL				652252950		638267305		683499733
						NO LIMIT		NO LIMIT	

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

AWARD TO: DAKOTA UNDERGROUND COMPANY

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

3

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 4 OF 6

ABSTRACT OF BIDS RECEIVED

PROJECT NO. SU-8-984(165)

COUNTY & DATE CASS (017) APR 09, 2021 09:30AM

LENGTH & TYPE 1.025

FARGO N UNIVERSITY DR(32ND AVE-40TH AVE)

COMPLETION TIME 12/01/21 GRADING, SALVAGED BASE, PCC PAVEMENT,

NO. 1

BIDDER: STRATA CORPORATION
GRAND FORKS, ND
C.C. BOND RANK 03

BIDDER
C.C.

BIDDER
C.C.

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
103	CONTRACT BOND	L SUM	1.000	47000.000	47000.00				
108	CRITICAL PATH METHOD SCHEDULE	L SUM	1.000	15000.000	15000.00				
202	REMOVAL OF PAVEMENT	TON	7317.000	13.000	95121.00				
202	REMOVAL OF END SECTION-ALL TYPES & SIZES	EA	1.000	435.000	435.00				
202	REMOVAL OF PIPE ALL TYPES AND SIZES	LF	329.000	12.000	3948.00				
203	COMMON EXCAVATION-TYPE A	CY	16059.000	11.500	184678.50				
203	TOPSOIL	CY	7166.000	9.000	64494.00				
203	COMMON EXCAVATION-SUBCUT	CY	1400.000	15.000	21000.00				
216	WATER	M GAL	230.000	35.000	8050.00				
230	SUBGRADE PREPARATION-TYPE A-12IN	STA	53.000	825.000	43725.00				
251	SEEDING CLASS III	ACRE	6.860	991.000	6798.26				
251	TEMPORARY COVER CROP	ACRE	8.830	85.000	750.55				
253	HYDRAULIC MULCH	ACRE	15.690	1445.000	22672.05				
256	RIPRAP GRADE I	CY	7.000	150.000	1050.00				
256	RIPRAP GRADE III	CY	122.000	100.000	12200.00				
260	SILT FENCE SUPPORTED	LF	228.000	3.000	684.00				
260	REMOVE SILT FENCE SUPPORTED	LF	228.000	1.000	228.00				
261	FIBER ROLLS 20IN	LF	720.000	3.000	2160.00				
261	REMOVE FIBER ROLLS 20IN	LF	322.000	1.000	322.00				
302	SALVAGED BASE COURSE	CY	9956.000	45.000	448020.00				
302	TYPE II PIPE BEDDING	CY	650.000	32.000	20800.00				
430	COMMERCIAL GRADE HOT MIX ASPHALT	TON	103.000	250.000	25750.00				
550	10IN NON REINF CONCRETE PVMT CL AE-DOWELED	SY	17289.000	89.750	1551687.75				
702	MOBILIZATION	L SUM	1.000	1105000.000	1105000.00				
704	FLAGGING	MHR	1000.000	45.000	45000.00				
704	TRAFFIC CONTROL SIGNS	UNIT	1707.000	2.500	4267.50				
704	TYPE III BARRICADE	EA	38.000	75.000	2850.00				
704	SIDEWALK BARRICADE	EA	10.000	65.000	650.00				
704	DELINEATOR DRUMS	EA	267.000	1.750	467.25				
704	PORTABLE CHANGEABLE MESSAGE SIGN	EA	3.000	2225.000	6675.00				
706	FIELD OFFICE	EA	1.000	20000.000	20000.00				
708	INLET PROTECTION-SPECIAL	EA	52.000	165.000	8580.00				
708	REMOVE INLET PROTECTION-SPECIAL	EA	52.000	30.000	1560.00				
709	GEOSYNTHETIC MATERIAL TYPE R1	SY	21389.000	2.200	47055.80				
709	GEOSYNTHETIC MATERIAL TYPE RR	SY	699.000	5.000	3495.00				
714	PIPE CONC REINF 15IN CL III-STORM DRAIN	LF	806.000	70.000	56420.00				
714	PIPE CONC REINF 18IN CL III-STORM DRAIN	LF	39.000	103.000	4017.00				
714	PIPE CONC REINF 24IN CL III-STORM DRAIN	LF	451.000	68.000	30668.00				
714	PIPE CONC REINF 30IN CL III-STORM DRAIN	LF	544.000	137.000	74528.00				
714	PIPE CONC REINF 36IN CL III-STORM DRAIN	LF	501.000	174.000	87174.00				
714	PIPE CONC REINF 42IN CL III-STORM DRAIN	LF	501.000	209.000	104709.00				
714	PIPE CONC REINF 48IN CL III-STORM DRAIN	LF	1235.000	239.000	295165.00				
714	PIPE CONC REINF 54IN CL III-STORM DRAIN	LF	1390.000	316.000	439240.00				
714	PIPE CONC REINF 72IN CL II	LF	14.000	339.000	4746.00				
714	END SECT-CONC REINF 54IN	EA	1.000	4400.000	4400.00				
714	PIPE CONDUIT 18IN-APPROACH	LF	107.000	45.000	4815.00				
714	REMOVE & RELAY END SECTION-ALL TYPE & SIZES	EA	1.000	4500.000	4500.00				

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

4

AWARD TO: DAKOTA UNDERGROUND COMPANY

DATE OF AWARD

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 5 OF 6

ABSTRACT OF BIDS RECEIVED

PROJECT NO. SU-8-984(165)

COUNTY & DATE CASS (017) APR 09, 2021 09:30AM

LENGTH & TYPE 1.025

FARGO N UNIVERSITY DR(32ND AVE-40TH AVE)

COMPLETION TIME 12/01/21 GRADING, SALVAGED BASE, PCC PAVEMENT,

NO.	1		
BIDDER	STRATA CORPORATION GRAND FORKS, ND		
C.C.	BOND RANK 03		

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
714	EDGEDRAIN NON PERMEABLE BASE	LF	10454.000	15.000	156810.00				
722	MANHOLE 72IN	EA	1.000	6335.000	6335.00				
722	MANHOLE 96IN	EA	1.000	11585.000	11585.00				
722	6IN PVC SEWER PLUG	EA	1.000	1100.000	1100.00				
722	INLET	EA	1.000	14475.000	14475.00				
722	INLET-TYPE 2	EA	3.000	3600.000	10800.00				
722	INLET SPECIAL-TYPE 2 48IN	EA	10.000	4200.000	42000.00				
722	INLET SPECIAL-TYPE 2 60IN	EA	2.000	5450.000	10900.00				
722	INLET SPECIAL-TYPE 2 72IN	EA	1.000	7252.000	7252.00				
722	INLET SPECIAL-TYPE 2 84IN	EA	7.000	9260.000	64820.00				
722	INLET SPECIAL-TYPE 2 96IN	EA	2.000	11860.000	23720.00				
722	INLET CATCH BASIN	EA	17.000	2300.000	39100.00				
722	INLET SPECIAL CATCH BASIN 48IN	EA	3.000	3200.000	9600.00				
722	ADJUST INLET	EA	1.000	1100.000	1100.00				
722	ADJUST MANHOLE	EA	4.000	1500.000	6000.00				
724	FITTINGS-DUCTILE IRON	LBS	6756.000	10.500	70938.00				
724	GATE VALVE & BOX 6IN	EA	12.000	2065.000	24780.00				
724	GATE VALVE & BOX 12IN	EA	1.000	4575.000	4575.00				
724	GATE VALVE & BOX 16IN	EA	4.000	12845.000	51380.00				
724	HYDRANT-INSTALL 5IN	EA	12.000	5745.000	68940.00				
724	PLUG 8IN WATERMAIN	EA	3.000	620.000	1860.00				
724	PLUG 12IN WATERMAN	EA	1.000	960.000	960.00				
724	WATERMAIN 6IN PVC	LF	180.000	50.000	9000.00				
724	WATERMAIN 8IN PVC	LF	96.000	56.000	5376.00				
724	WATERMAIN 12IN PVC	LF	9.000	117.000	1053.00				
724	WATERMAIN 16IN PVC	LF	5305.000	139.000	737395.00				
744	INSULATION BOARD	CF	128.000	18.000	2304.00				
748	CURB & GUTTER-TYPE I 30IN	LF	10797.000	30.000	323910.00				
750	PIGMENTED IMPRINTED CONCRETE	SY	73.000	145.000	10585.00				
750	SIDEWALK CONCRETE 5IN REINF	SY	6707.000	46.400	311204.80				
750	SIDEWALK CONCRETE 6IN	SY	158.000	57.000	9006.00				
750	DRIVEWAY CONCRETE	SY	188.000	54.600	10264.80				
750	DETECTABLE WARNING PANELS	SF	317.000	50.000	15850.00				
752	TEMPORARY SAFETY FENCE	LF	200.000	5.000	1000.00				
754	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	103.000	18.000	1854.00				
754	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	SF	185.000	32.000	5920.00				
754	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	320.000	13.700	4384.00				
754	RESET SIGN PANEL	EA	5.000	15.000	75.00				
754	OBJECT MARKERS - CULVERTS	EA	10.000	49.000	490.00				
762	EPOXY PVMT MK 4IN LINE	LF	100.000	1.800	180.00				
762	EPOXY PVMT MK 16IN LINE	LF	86.000	16.900	1453.40				
762	EPOXY PVMT MK 24IN LINE	LF	230.000	22.000	5060.00				
762	PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	SF	182.000	24.600	4477.20				
762	PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	LF	347.000	6.000	2082.00				
762	PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED	LF	1121.000	11.000	12331.00				
762	PREFORMED PATTERNED PVMT MK 16IN LINE-GROOVED	LF	162.000	27.000	4374.00				
762	PREFORMED PATTERNED PVMT MK 24IN LINE-GROOVED	LF	498.000	38.500	19173.00				

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

AWARD TO: DAKOTA UNDERGROUND COMPANY

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

5

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 6 OF 6

ABSTRACT OF BIDS RECEIVED

PROJECT NO. SU-8-984(165)

COUNTY & DATE CASS (017) APR 09, 2021 09:30AM

LENGTH & TYPE 1.025

FARGO N UNIVERSITY DR(32ND AVE-40TH AVE)

COMPLETION TIME 12/01/21 GRADING, SALVAGED BASE, PCC PAVEMENT,

NO.	BIDDER 1	BIDDER	BIDDER
	STRATA CORPORATION		
	GRAND FORKS, ND		
	C.C. BOND RANK 03	C.C.	C.C.

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
762	PREF PATT PVMT MK 7IN LINE CONTRAST-GROOVED	LF	447600	9.800	4386480				
770	LIGHTING SYSTEM	EA	1.000	239150.000	239150.00				
772	TRAFFIC SIGNALS SYSTEM	EA	1.000	288450.000	288450.00				
772	IT SYSTEM	EA	1.000	57450.000	57450.00				
772	SURVEILLANCE CAMERA SYSTEM	EA	1.000	68400.000	68400.00				
	TOTAL				7761908.91				
				NO LIMIT					

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

6

AWARD TO: DAKOTA UNDERGROUND COMPANY

DATE OF AWARD

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

THE CITY OF Fargo FAR MORE

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

25-2

April 15, 2021

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. FM-19-A1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, April 14, 2021, for Riverwood Flood Risk Management Project, Improvement District No. FM-19-A1, located in the Riverwood Addition.

For the bidding and advertising of this project, the North Dakota Century Code Section 48-01.2-06 was utilized due to the Engineer's estimated electrical costs for the project to be greater than $50,000.00. Therefore, the North Dakota Century Code required bids for this project to be received for the following: General Construction, Electrical Construction and Combined.

The bids received were as follows:

Company	General	Electrical	Combined
Strata Corporation	-	$68,850.00	-
Sellin Brothers	$2,855,927.00	-	$2,913,527.00
Border States Paving	$4,466,473.50	$57,070.00	$4,523,543.50
JDP Electric	-	$93,340.00	-
Rick Electric	-	$28,200.00	-

Original Engineer's Estimate $ 3,196,053.00

As a result of the bids received, the apparent low bid is a combination of the General Construction bid submitted by Sellin Brothers of $2,855,927.00 and the Electrical Construction bid submitted by Rick Electric of $28,200.00. The total of these two bids are $2,844,127.00, which is less than the lowest Combined bid submitted of $2,913,527.00 by Sellin Brothers.

For proper accounting and administration of the General Construction and Electrical Construction contracts, it is necessary to assign new phase numbers to Improvement District No. FM-19-A. These new phase numbers will replace Improvement District No. FM-19-A1, which is the phase these bids were received under. The new phases for the General Construction contract and Electrical Construction contract shall be known as Improvement District No. FM-19-A3 and Improvement District No. FM-19-A4, respectively.

The special assessment escrow is not required.

Recommended Motion:

Engineering staff is recommending award of a General Construction contract (Improvement District No. FM-19-A3) to Sellin Brothers in the amount of $2,855,927.00 as the lowest and best bid received for General Construction, and an award of an Electrical Construction contract (Improvement District No. FM-19-A4) to Rick Electric in the amount of $28,200.00 as the lowest and best bid received for Electrical Construction. Both bid awards shall be contingent upon approval of the North Dakota Department of Environmental Quality. No protests have been received.

Sincerely,

Tom Knakmuhs
Assistant City Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST

RIVERWOOD FLOOD RISK MANAGEMENT PROJECT – GENERAL CONTRACT

PROJECT NO. FM-19-A3

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

NOW THEREFORE Tom Knakmuhs do hereby certify as follows:

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

That the following is detailed statement of the estimated cost of the job described as:
Riverwood Flood Risk Management Project – General Contract Project No. FM-19-A3 of the City of Fargo, North Dakota

Line	Description	Quantity	Unit	Unit Price ($)	Amount ($)
1	Eliminate Sewer Service	6.00	EA	3,500.00	21,000.00
2	Eliminate Water Service	6.00	EA	3,500.00	21,000.00
3	Repair Manhole Floor & Invert	2.00	EA	950.00	1,900.00
4	F&I Manhole 4' Dia Reinf Conc	1.00	EA	3,700.00	3,700.00
5	F&I Manhole 5' Dia Reinf Conc	1.00	EA	5,300.00	5,300.00
6	F&I Manhole 7' Dia Reinf Conc	2.00	EA	10,800.00	21,600.00
7	F&I Manhole Type E Reinf Conc	2.00	EA	22,100.00	44,200.00
8	Remove Manhole	1.00	EA	6,500.00	6,500.00
9	F&I Inlet - Manhole (MHI) 5' Dia Reinf Conc	4.00	EA	4,620.00	18,480.00
10	F&I Inlet - Single Box (SBI) Reinf Conc	1.00	EA	1,700.00	1,700.00
11	F&I Inlet - Round (RDI) Reinf Conc	1.00	EA	1,985.00	1,985.00
12	Remove Inlet	2.00	EA	1,085.00	2,170.00
13	F&I Lift Station	1.00	LS	1,381,000.00	1,381,000.00
14	F&I Outfall	1.00	EA	27,000.00	27,000.00
15	Plug Pipe 4" thru 12" Dia	2.00	EA	11,725.00	23,450.00
16	Plug Pipe 14" thru 24" Dia	2.00	EA	13,200.00	26,400.00
17	F&I Pipe 15" Dia	212.00	LF	45.00	9,540.00
18	F&I Pipe 24" Dia	102.00	LF	75.00	7,650.00
19	F&I Pipe 30" Dia	504.00	LF	96.00	48,384.00
20	F&I Pipe 12" Dia Reinf Conc	8.00	LF	207.00	1,656.00
21	F&I Pipe 42" Dia Reinf Conc	90.00	LF	246.00	22,140.00
22	F&I Pipe 48" Dia Reinf Conc	252.00	LF	275.00	69,300.00
23	Remove Pipe All Sizes All Types	498.00	LF	30.00	14,940.00
24	F&I Rip Rap Rock	375.00	CY	106.00	39,750.00
25	Remove Rip Rap Rock	1.00	LS	2,400.00	2,400.00
26	Remove Pavement All Thicknesses All Types	819.00	SY	5.00	4,095.00
27	Subgrade Preparation	1,187.00	SY	2.25	2,670.75

Line	Description	Quantity	Unit	Unit Price ($)	Amount ($)
28	Seeding Type A	359,288.00	SY	0.11	39,521.68
29	Weed Control Type B	474,248.00	SY	0.02	9,484.96
30	Mulching Type 2 - Straw	474,248.00	SY	0.07	33,197.36
31	Seeding Type C	105,860.00	SY	0.05	5,293.00
32	Seeding Type C	9,100.00	SY	0.37	3,367.00
33	F&I Pavement 8" Thick Reinf Conc	1,631.00	SY	67.00	109,277.00
34	F&I Class 5 Agg - 9" Thick	1,631.00	SY	9.00	14,679.00
35	F&I Pull Box Polymer Conc	1.00	EA	3,789.00	3,789.00
36	F&I Pull Box PVC	1.00	EA	4,429.00	4,429.00
37	F&I Conduit 2" Dia	746.00	LF	13.10	9,772.60
38	Remove Sidewalk All Thicknesses All Types	1,178.00	SY	11.00	12,958.00
39	Remove Driveway All Thicknesses All Types	703.00	SY	11.50	8,084.50
40	F&I Det Warn Panels Cast Iron	36.00	SF	60.00	2,160.00
41	F&I Asphalt Pavement FAA 43 w/ PG58H-34	386.00	TON	105.00	40,530.00
42	Rem & Repl Casting - Self Leveling	3.00	EA	1,700.00	5,100.00
43	Casting to Grade - Blvd	10.00	EA	712.00	7,120.00
44	Casting to Grade - w/Conc	2.00	EA	1,300.00	2,600.00
45	Traffic Control - Type 2	1.00	LS	3,540.00	3,540.00
46	Mobilization	1.00	LS	173,000.99	173,000.99
47	Temp Fence - Safety	720.00	LF	11.00	7,920.00
48	Salvage & Install Fence	133.00	LF	74.00	9,842.00
49	Rem & Repl Landscaping	1.00	LS	3,050.00	3,050.00
50	Clear & Grub	1.00	LS	8,700.00	8,700.00
51	Remove Tree	102.00	EA	285.00	29,070.00
52	Salvage Tree	1.00	EA	1,600.00	1,600.00
53	Temp Construction Entrance	2.00	EA	850.00	1,700.00
54	Silt Fence - Standard	1,254.00	LF	2.45	3,072.30
55	Inlet Protection - New Inlet	6.00	EA	195.00	1,170.00
56	Inlet Protection - Existing Inlet	7.00	EA	195.00	1,365.00
57	Demolition	3.00	EA	21,000.00	63,000.00
58	Remove Foundation All Types	3.00	EA	22,000.00	66,000.00
59	Remove Landscaping	1.00	LS	2,850.00	2,850.00
60	F&I Conif Tree Varying Height	53.00	EA	713.00	37,789.00
61	F&I Decid Tree 1" Dia	352.00	EA	253.00	89,056.00
62	F&I Decid Tree 1.5" Dia	5.00	EA	360.00	1,800.00
63	F&I Plant - Perennial Type 1	66.00	EA	48.00	3,168.00
64	Topsoil - Strip	4,000.00	CY	2.75	11,000.00
65	Topsoil - Spread	4,000.00	CY	4.00	16,000.00
66	Topsoil - Import	500.00	CY	32.00	16,000.00
67	Fill - Import	500.00	CY	6.00	3,000.00
68	Fill - Haul	13,995.00	CY	11.25	157,443.75
69	Embankment	5,980.00	CY	3.50	20,930.00
70	Excavation	19,975.00	CY	2.50	49,937.50
71	Subcut	500.00	CY	4.75	2,375.00
72	Mulching Type 1 - Hydro	28,340.00	SY	0.35	9,919.00
73	Seeding Type C	28,340.00	SY	0.34	9,635.60
74	Overseeding	28,340.00	SY	0.02	566.80
75	Weed Control Type B	28,340.00	SY	0.02	566.80

Line	Description	Quantity	Unit	Unit Price ($)	Amount ($)
76	F&I Erosion Control Blanket Type 3	5,423.00	SY	2.12	11,496.76
77	Inspection Trench	2,580.00	CY	6.00	15,480.00
				Total Construction Cost =	**$2,855,927.00**

Fees and Contingency:

Outside Engineering	$336,000.00
Land Acquisition Costs	$4,500,000.00
Utility Relocation	$50,000.00
Engineering Fee (4%)	$114,237.08
Contingency (10%)	$285,592.70
Total Fees and Contingency =	**$8,141,756.78**

Summary of Project Funding:

Infrastructure Sales Tax Fund 460 (Flood)	100%	$8,141,756.78

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

Date: 4/15/2021

Tom Knakmuhs, P.E.
Assistant City Engineer

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 4/15/21
NORTH DAKOTA

ENGINEER'S STATEMENT OF ESTIMATED COST

RIVERWOOD FLOOD RISK MANAGEMENT PROJECT – ELECTRICAL CONTRACT

PROJECT NO. FM-19-A4

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

NOW THEREFORE Tom Knakmuhs do hereby certify as follows:

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

That the following is detailed statement of the estimated cost of the job described as:
Riverwood Flood Risk Management Project – Electrical Contract Project No. FM-19-A4 of the City of Fargo, North Dakota

Line	Description	Quantity	Unit	Unit Price ($)	Amount ($)
1	F&I Lift Station Electrical	1.00	LS	22,900.00	22,900.00
2	Relocate Street Light	1.00	EA	5,300.00	5,300.00
			Total Construction Cost =		**$28,200.00**

Fees and Contingency:

Engineering Fee (4%)	$1,128.00
Contingency (10%)	$2,820.00
Total Fees and Contingency =	**$32,148.00**

Summary of Project Funding:

Infrastructure Sales Tax Fund 460 (Flood)	100%	$32,148.00

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

Date: 4/15/2021

Tom Knakmuhs, P.E.
Assistant City Engineer

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 4/15/21
NORTH DAKOTA