

Executive Session at 4:15 p.m.

Roll Call.

PLEASE NOTE: The City Commission will convene at 4:15 p.m. and retire into Executive Session in the Red River Room to discuss ongoing negotiations regarding the Roers-Newman Block Property - Tax Increment Financing District No. 2019-02; and to receive attorney advice regarding and in anticipation of reasonably predictable civil litigation with McKenzie & Company regarding opioids; the matters being authorized by North Dakota Century Code § 44-04-19.1 subsections 2 and 9 as public discussion of both matters will have an adverse fiscal effect on the bargaining and/or litigation position of the City if discussions regarding offers to be made or accepted, negotiating strategy to be taken or legal consultation about negotiations or litigation were to occur in an open meeting.

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, July 25, 2022).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Bid award for multimedia studio space (PBC22-PS20135).
- 2. 2nd reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Urban Plains by Brandt Fifth Addition; 1st reading, 7/25/22.
- 3. Gaming Site Authorization for Aggie Foundation at O’Clevy’s.
- 4. Applications for Games of Chance:
 - a. United Way of Cass Clay for a raffle on 8/18/22.
 - b. Nativity Church of Fargo for bingo and a raffle on 11/6/22.
 - c. Fargo Moorhead Derby Girls for a raffle on 9/10/22.
 - d. Scottish Rite Holding Company for a raffle on 8/10/22.
 - e. Veteran’s Honor Flight of ND/MN for a raffle on 8/28/22.
 - f. North Dakota Chapter of Backcountry Hunters and Anglers for a raffle on 8/26/22; Public Spirited Resolution.
 - g. Sts. Anne and Joachim Catholic Church for a raffle on 11/13/22.
 - h. YWCA of Cass Clay for a raffle on 9/8/22.

Extension of the Class "A" Alcoholic Beverage License for Irish Hospitality d/b/a Hennessey's Irish Pub until 2/27/23.

6. Change Order No. 2 in the amount of \$59,104.74 and a 7-day time extension to the substantial completion date for Project No. FM-19-B1.
7. Release of Permanent Easement (Street and Utilities Right-of-Way) and Permanent Easement (Sidewalk and Utilities Easement) with A Storage Place, LLC.
8. Payment to Lumen in the amount of \$21,255.04 for relocation of existing underground infrastructure for Project No. FM-19-C1.
9. Bid award for Project No. HD-22-A1.
10. Memorandum of Offer to Landowner for Permanent Easement (Levee and Retaining Wall for Flood Control), Permanent Easement (Storm Sewer) and Easement (Temporary Construction Easement) with Chad Peterson (Project No. FM-19-C).
11. Reject the bids for PD HQ Media Room remodel project and rebid the project (RFP22106).
12. Independent Auditor's Report and the City's Annual Comprehensive Financial Report for the year ending 12/31/21.
13. Sole Source Procurement and Piggyback Contract with AVI Systems, Inc. for electronics upgrades to the classroom at the Public Safety Building (PBC17110).
14. Notice of Grant Award with the ND Department of Health for the City readiness Initiative (CFDA #93.089).
15. Notice of Grant Award with the ND Department of Health for Women, Infant and Children (WIC) (CFDA #10.557).
16. Direct the City Attorney to research and present for consideration appropriate amendments to Fargo Municipal Code Article 10-11 – Smoking in Public Indoor Workplaces Prohibited.
17. Set August 22, 2022 at 5:15 p.m. as the date and time for a hearing on a dangerous building at 437 23rd Street South.
18. Receive and file Public Comments received to date regarding the ongoing activity in the downtown area relating to sidewalk performers and pushcart vendors.
19. Direct the City Attorney to prepare amendments to Fargo Municipal Code Section 12-0106 Impounded Animals-Procedure for Impounding.
20. Receive and file the Traffic Enforcement efforts for June 2022.
21. Operation Underground Railroad (O.U.R.) Domestic Law Enforcement Support Mutual Agreement for the receipt of contributions.
22. Memorandum of Understanding with the Fargo Police Department and the FARGODOME.
23. Reject the bids for the Street Snow Plowing Assistance and rebid with alternative terms (RFP22118).

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23. Sole Source Procurement with EnviroTech Services for IceSlicer at \$189.00/ton for the 2022/2023 winter (SSP22123).
 25. Dissolve the 2022 contract with Ferguson Waterworks for water main repair materials, miscellaneous water distribution materials, fire hydrants/parts and miscellaneous street materials (RFP22021).
 26. Agreement for Transit Services and Amendment to the Joint Powers Agreement for Transit Support with North Dakota State University for the 2022-2023 academic year.
 27. Final Balancing Change Order No. 1 in the amount of -\$7,305.68 for Project No. SW 21-02.
 28. Change Orders for Project No. SW 22-01:
 - a. No. 1 in the amount of \$9,900.00.
 - b. No. 2 in the amount of \$3,509.00.
 29. Hazard Mitigation Grant Program Subgrant Agreement for PDM 2018 with the ND Department of Emergency Services for Project No. WW1707 (CFDA #97.0470).
 30. Change Order No. 1 in the amount of \$25,000.00 for Project No. WA2012.
 31. Change Order No. 2 in the amount of \$3,041.96 for Project No. WA2005.
 32. Proposal from Vessco, Inc. to procure granular activated carbon and filter sand for Project No. WA2255.
 33. Bills.
 34. Change Order Nos. 1-3 in the amount of \$36,486.00 and time extension to the substantial and final completion dates to 7/8/22 and 8/7/22 for Improvement District No. BN-21-E1.
 35. Change Order No. 5 in the amount of \$4,198.20 for Improvement District No. BN-21-H1.
 36. Change Order No. 1 to Phase 1 and 2 for a time extension to the substantial and final completion dates to 9/23/22 and 10/23/22 for Improvement District No. BR-22-B1.
 37. Change Order No. 3 in the amount of \$44,402.02 for Improvement District No. FP-19-A2.
 38. Change Order No. 1 in the amount of \$22,500.00 and time extension to substantial and final completion dates to 8/15/22 and 9/2/22 for Improvement District No. NR-20-A2.
 39. Bid award for Improvement District No. BN-22-G1.
 40. Contract and bond for Improvement District No. BR-22-A2.

REGULAR AGENDA:

41. **RESIDENT COMMENTS (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).**

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

- a. Valley View Addition (3900 54th Street South); approval recommended by the Planning Commission on 7/5/22:
 1. Growth Plan Amendment on Lot 1, Block 7, Valley View Addition from low/medium or medium/high density residential land use to commercial or medium/high density residential land use.
 2. Zoning Change from MR-3, Multi-Dwelling Residential to LC, Limited Commercial with a C-O, Conditional Overlay.
 3. 1st reading of rezoning Ordinance.
 - b. Urban Plains by Brandt Sixth Addition (5100 28th Avenue South); approval recommended by the Planning Commission on 6/7/22:
 1. Zoning Change from MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay to LC, Limited Commercial with a C-O, Conditional Overlay.
 2. 1st reading of rezoning Ordinance.
 3. Plat of Urban Plains by Brandt Sixth Addition.
 - c. Special Assessments for maintenance of skyway system.
 - d. Special Assessment of nuisance abatement fees.
43. Fargo-Moorhead Area Flood Diversion Project Update.
 44. COVID-19 Update.
 45. Recommendation to approve the Mayor's 2023 Preliminary Budget and set the Public Hearing date for Tuesday, September 6, 2022 at 5:15 p.m.

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.

REPORT OF ACTION

①

FINANCE COMMITTEE

Project: Retrofitting Existing Open Office Space into Multimedia Space for Citywide Communications Usage (**PBC22-PS20135**)

Location: Second Floor of Fargo Police Department Headquarters

Date of Hearing: May 31, 2022

<u>Routing</u>	<u>Date</u>
City Commission	August 8, 2022

As our residents place an increased reliance on non-traditional/social media, the importance of organizations to create and amplify their own content continues to grow exponentially. As has been discussed for at least the last five years, The City of Fargo lacks a centralized location to routinely conduct audio/video shoots and interviews with staff for promotional videos, recruitment efforts and public safety messaging. A centralized location with applicable lighting, acoustics and sound recording is vitally important in creating impactful messaging. Makeshift "best effort" recording (as well as renting studio space on an ad hoc basis) is currently being utilized to foster Communications efforts.

Several City departments have requested assistance from Communications & Governmental Affairs (CommsGA) in creating high quality multimedia content (especially interviews) and the addition of this asset into the City at this time would be appropriate and utilized daily. It would also improve productivity as it would increase the amount of videos the CommsGA Team can produce each day by centralizing efforts and streamlining processes. This asset would also allow features of current employees and new job opportunities to be efficiently produced to aid in recruitment efforts via web and social media.

The proposed concept would consist of a multimedia space containing two different multimedia spaces (one for video shoots and one for podcasts/audio interviews) in addition to two shared use offices. It would feature customizable light fixtures (which could easily be tweaked by staff to accommodate the various scenes), changeable backdrops, microphones, etc.

The most financially economic approach would be a location of this asset within existing under-utilized (unused), easily-accessible open office space on the second floor of the Fargo Police Department Headquarters. Sufficient open space exists with existing electrical and data, suitable acoustics, a lack of windows and an ideal central location within the geographic footprint of the City. The space will be designed to be utilized by staff members from across the entire organization, generating additional cross-departmental communication opportunities.

The project would involve the transfer of the current unused cubicles into storage for potential future usage and the installation of the same style of modular wall structures used in the City Commission and CommsGA offices. This would ensure the space has maximum convertibility in the future if needs change/evolve. Additionally, the existing floor jacks and information technology (IT) infrastructure will be utilized within this proposed solution.

The estimated cost of this project is \$291,500, which would include the labor, equipment, furnishings and fixtures for fit-up (including a 10% contingency). There have been on-going discussions with City Administration on the scope of the project and the appropriate time/avenue for a funding request

submission. It was recommended that this mid-year request be submitted for consideration with a proposed funding source of remaining/unallocated CARES Act money (public safety reimbursement).

This is a one-time project that would be fully-funded through CARES.

MOTION:

Commissioner Dave Piepkorn voiced his support for the project but desired a different facility for the shared asset to be situated.

City Facilities Director Bekki Majerus shared that she has conducted a thorough review of other possible locations (and discussed with other department heads) and there is insufficient/unavailable space in existing City facilities to accommodate this project.

On a motion by City Auditor Steve Sprague, seconded by City Administrator Bruce Grubb, the Finance Committee voted to approve the retrofitting of existing open space within the Fargo Police Department Headquarters into a multimedia space for Citywide communications usage.

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



Dr. Tim Mahoney, Finance Committee Chair



PO Box 2002
 Fargo ND, 58107
 www.smartt-ic.net
 800-231-1669

QUOTE

Pricing Details

#	Description	Vendor	Taxable	Tax Rate	Price
1	DIRTT Solution per ICE file City of Fargo PD HQ Comm Dept 21JUN22bs	DIRTT Environmental Solutions	No	0.0000	84,169.00
2	DIRTT Power Solution per ICE file City of Fargo PD HQ Comm Dept 21JUN22bs	DIRTT Environmental Solutions	No	0.0000	9,249.00
3	DIRTT Freight	DIRTT Environmental Solutions	No	0.0000	13,500.00
4	Delivery and Install	Grafstrom Construction Warehouse	No	0.0000	11,900.00
6	COM HARDWARE	Central Door and Hardware	No	0.0000	1,180.00
7	LESS 2% Discount from Contract_Power		No	0.0000	-184.98
8	LESS 11% Discount from Contract_ Walls		No	0.0000	-9,258.00

Subtotal (\$): 110,555.02
Total Tax Amount (\$): 0.00
Total Amount (\$): 110,555.02

Terms and Conditions

Terms and Conditions

1. Field dimension or hold to dimensions for ceiling & wall terminations will be required prior to ordering product
2. Changes after ordering may result in a price increase or delay of product delivery.
3. A 50% deposit will be required.
4. Project management support, coordination with other trades & shop drawings are included for our scope of work.
5. All ceiling grid, finish flooring, vinyl bases & wall finishes should be 100% complete prior to our DIRTT installation.
6. COM fabrics require testing & approval prior to product manufacturing.
7. Any COM products must be tested, samples provided & DIRTT approved prior to manufacturing.
8. All installation labor will be provided by certified DIRTT installation crews and performed during normal business hours, 8 am - 5 pm unless otherwise specified.
9. Labor costs will be adjusted & submitted for reimbursement if overtime, weekend, holiday & additional labor shifts are required.



PO Box 2002
Fargo ND, 58107
www.smartt-ic.net
800-231-1669

QUOTE

- 10. Delivery will be completed during normal business hours 8 am - 5 pm unless otherwise specified. Delivery will be direct to site for continuous installation.
- 11. Any special phasing requests may change freight & installation costs.
- 12. Project site access should be able to accommodate a 53' tractor trailer delivery via loading dock.
- 13. If a loading dock is not available additional costs for street off-loading via forklift / lull may be required.
- 14. A dedicated freight sized elevator is required for multi-level installations. Additional costs incurred for a site without an elevator will be adjusted & submitted for reimbursement.
- 15. Elevator height, depth, & width must accommodate the tallest length & widest width of wall designed for this project.
- 16. Cleanup of debris, waste & packaging for our work is included.
- 17. All permits, if required, are by others. Responsibility of inspections & local building code compliance of DIRT solutions are by others.
- 18. Any associated costs with site-specific engineering stamp or review is not included in pricing
- 19. Keying doors alike or to a master is not included in this quote unless noted. DIRT doors will come with cores that will need to be removed and replaced after the DIRT installation.
- 19. This quote is only valid for 30 days.

Exclusions

Exclusions:

- Electrical connection to base building
- HVAC, plumbing and data cabling
- Light switches do not include faceplates or wiring
- LED TV is to be provided by others
- Bond
- Cylinders and keying to be provided by others
- After hours and weekend installation
- Custom graphic file is to be provided by architect

SIGNATURE BLOCK	
Signature: _____	Date: _____

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

2

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN URBAN PLAINS BY BRANDT FIFTH ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

1 WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the
2 City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain
3 parcels of land lying in Urban Plains by Brandt Fifth Addition to the City of Fargo, Cass County,
4 North Dakota; and,

5 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning
6 request on July 5, 2022; and,

7 WHEREAS, the rezoning changes were approved by the City Commission on July 25,
8 2022,

9 NOW, THEREFORE,

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

11 Section 1. The following described property:

12 Lot Four (4), Block One (1) of Urban Plains by Brandt Fifth Addition to the City of
13 Fargo, Cass County, North Dakota;

14 is hereby retaining the base zoning of "LC", Limited Commercial, District, with a "C-O",
15 Conditional Overlay, District, as established by Fargo Municipal Ordinance No. 5153, repealing
16 the existing "C-O", Conditional Overlay, District to the above-described property and replacing
17 with the following "C-O", Conditional Overlay, District:

18 **Part A): The following requirements apply to all mixed-use and non-residential
19 development:**

20 1) Description

21 This C-O, Conditional Overlay district is primarily intended to encourage high-
22 Quality, durable, and long-lasting investments in order to enhance the quality of life
23 and discourage blight. To that end, it is intended that all properties be designed to a
human scale and that buildings should have architectural interest and variety
through the use of articulated façades. In order to avoid the effect of a single, long,
or massive wall with no relation to human scale, it is intended that articulated
façades should include elements such as setbacks, change in materials, roof pitch or
height variability.

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2) Building form and style

2.1 Entrances and pedestrian walkway features leading to entrances shall be provided from both the parking areas and the street right-of-way.

2.2 All building elevations/façades greater than 150 feet in length, measured horizontally from vertical edge to vertical edge, shall incorporate wall plane projections or recesses. Each projection and/or recess shall have a depth of at least two feet, and the cumulative total horizontal width of all projections and/or recesses within a façade shall equate to at least an accumulated total of 20 percent of the overall horizontal length of the façade. No uninterrupted length of any façade shall exceed 150 horizontal feet.

2.3 Ground floor façades of non-residential buildings that face public right-of-way shall have arcades, display windows, entry areas, awnings, or other such features along no less than 50 percent of its horizontal length.

2.4 All buildings, regardless of size, shall have clearly-defined, highly-visible, public entrances that connect to public spaces, streets, pedestrian paths and plazas with no fewer than two of the following:

- i. Canopies, awnings or porticos
- ii. Recesses/projections varying the façade
- iii. Raised corniced parapets over the door
- iv. Peaked roof forms
- v. Arches or arcades
- vi. Entry courts
- vii. Raised landscape planters and/or wing walls integrated with the building

2.4 Principle Materials – Unless otherwise deemed acceptable by the Zoning Administrator, all exterior walls shall be constructed or clad with natural stone, synthetic stone, brick, stucco, integrally-colored and textured concrete masonry units or systems, exterior insulation finishing systems (EIFS), fiber cement, curtain walls, rainscreen systems or glass. All materials shall be commercial grade, durable, and have a multi-generational life span.

2.5 Accent Materials – In conjunction with the principal materials listed above, the following accent materials may also be used to construct or clad exterior walls: finished wood, architectural metal panels, and vinyl. Accent materials shall be applied to no greater

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than 20 percent of each building façade.

2.6 Flat roofs and rooftop mechanical equipment, such as HVAC units, shall be concealed from public view at ground level by parapets or other enclosures. The average height of such parapets shall not exceed fifteen percent of the height of the supporting wall.

2.7 Loading/unloading areas, building service entrances, loading docks, overhead doors, and ground level HVAC units shall be visually screened from adjacent public right-of-way by structures and/or landscaping. All structures used for visual screening shall be constructed or clad with the same materials used for the primary building.

2.8 Dumpsters, refuse containers, and outdoor storage areas shall be located at the side or rear of buildings and shall be visually screened from adjacent public right-of-way by permanent walls. The permanent walls shall be constructed or clad with the same materials used for the primary building. Dumpsters and refuse containers shall contain permanent walls on at least three sides with the service opening not directly facing any public right-of-way or residentially zoned property. The fourth side shall incorporate a metal gate to visually screen the dumpsters or refuse containers.

3) Site Design

3.1 A minimum of 5% of the internal surface area of the parking lot shall be landscaped through the use of planter islands and peninsulas.

3.2 Separate vehicular and pedestrian circulation systems shall be provided. Adjacent properties may share pedestrian circulation systems that connect to public sidewalks with Zoning Administrator approval. An on-site system of pedestrian walkways shall be provided between building entrances and the following:

- i. Parking lots or parking structures
- ii. Any public sidewalk or multi-use path along the perimeter of the lot
- iii. Entrances of other buildings on the site
- iv. Any public sidewalk system along the perimeter streets adjacent to the development
- v. Adjacent pedestrian origins and destinations—including but not limited to transit stops, residential development, office buildings, and retail shopping buildings—where deemed practical and appropriate by the Zoning Administrator

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4) Prohibited Uses

1 For the purposes of this Conditional Overlay, the following uses are prohibited:

2 4.1 Portable advertising signs

3 4.2 Detention facilities

4 4.3 Self-service storage

5 4.4 Vehicle repair

6 4.5 Industrial uses

7 4.6 Adult entertainment center

8 9 5) Conditional Uses

10 For the purposes of this Conditional Overlay, the following uses require approval of
11 a Conditional Use Permit in accordance with Section 20-0909 of the LDC:

12 5.1 Off-premise advertising

13 6) Definitions

14 For the purposes of this Conditional Overlay, the following terms shall have the meanings
15 ascribed to them:

16 6.1 *Façade*: Any exterior side of a building as viewed from a single direction. Said
17 direction is typically perpendicular to the exterior side of the building being viewed.

18 6.2 *Depth*: A horizontal distance that is perpendicular to a building façade.

19 6.3 *Elevation*: A horizontal orthographic projection of a building on to a vertical plane,
20 the vertical plane being parallel to one side of the building

21 **Part B): The following requirements apply to all residential development:**

22 1) Description

23 This C-O, Conditional Overlay district is primarily intended to encourage high-

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1 quality, durable, and long-lasting investments in order to enhance the quality of life
2 and discourage blight. To that end, it is intended that all properties be designed to a
3 human scale and that buildings should have architectural interest and variety through
4 the use of articulated façades. In order to avoid the effect of a single, long, or massive
5 wall with no relation to human scale, it is intended that articulated façades should
6 include elements such as setbacks, change in materials, roof pitch or height variability.

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18 2) Building form and style

19 2.1 Principle Materials – Unless otherwise deemed acceptable by the Zoning
20 Administrator, all exterior walls shall be constructed or clad with natural stone,
21 synthetic stone, brick, stucco, integrally-colored and textured concrete masonry units
22 or systems, exterior insulation finishing systems (EIFS), fiber cement, curtain walls,
23 rainscreen systems or glass. All materials shall be commercial grade, durable, and
have a multi-generational life span. Horizontal metal lap siding and vertical metal
batten shall be allowed on residential structures but should not exceed 75% of the
building elevation.

2.2 Accent Materials – In conjunction with the principal materials listed above, the
following accent materials may also be used to construct or clad exterior walls:
finished wood, architectural metal panels, and vinyl. Accent materials shall be applied
to no greater than 20 percent of each building façade.

2.3 Dumpsters, refuse containers, and outdoor storage areas shall be located at the side or
rear of buildings and shall be visually screened from adjacent public right-of-way by
walls or fencing. Dumpsters and refuse containers shall contain walls or fencing on at
least three sides with the service opening not directly facing any public right-of-way or
residentially zoned property. The fourth side shall incorporate a gate to visually
screen the dumpsters or refuse containers.

19 3) Site Design

20 3.1 Separate vehicular and pedestrian circulation systems shall be provided. An on-site
21 system of pedestrian walkways shall be provided between building entrances and
22 the following:

- 23 i. Parking lots or parking structures
- ii. Any public sidewalk or multi-use path along the perimeter of the lot
- iii. Entrances of other buildings on the site

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- iv. Any public sidewalk system along the perimeter streets adjacent to the development
- v. Adjacent pedestrian origins and destinations—including but not limited to transit stops, residential development, office buildings, and retail shopping buildings—where deemed practical and appropriate by the Zoning Administrator.
- vi. Upon approval of the Zoning Administrator, adjacent properties may share pedestrian circulation systems that connect to public sidewalks.

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

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

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

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

3

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

Full, Legal Name of Gaming Organization Aggie Foundation

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 <u>O'Levy's</u>			
Street <u>3333 13th Ave S</u>	City <u>Fargo</u>	ZIP Code <u>58103</u>	County <u>Cass</u>
Beginning Date(s) Authorized	Ending Date(s) Authorized <u>6/30/2023</u>	Number of twenty-one tables if zero, enter "0": <u>0</u>	
Specific location where games of chance will be conducted and played at the site (required)			
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)
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ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date <u>8/8/22</u>
PRINT Name and official position of person signing on behalf of city/county above <u>Steve Sprague/City Auditor</u>	

- 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



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

\$25.00
 CC
 7-26-22

(Handwritten initials)

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

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

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

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

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

Name of Organization or Group of People permit is issued to United Way of Cass Clay		Dates of Activity		If raffle, provide drawing date August 18, 2022	
Organization or Group Contact Person Valerie Meis		Title or Position Resource Development Manager		Telephone Number 701-532-4613	
Business Address 4351 23 Ave S		City Fargo		State ND	ZIP Code 58104
Mailing Address (if different)		City		State	ZIP Code
Site Name (where gaming will be conducted) Trollwood Park					
Site Address 3664 Elm street N		City Fargo		ZIP Code 58102	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle		300 Cash
Total (limit \$40,000 per year)		\$300.00

Intended Uses of Gaming Proceeds
Junior Achievement

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

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

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

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

Organization or Group Contact Person

Name Valerie Meis	Title Resource Development Manager	Telephone Number 701-532-4613	E-mail Address vmeis@unitedwaycassclay.org
Signature of Organization or Group's Top Official <i>(Handwritten Signature)</i>		Title President & CEO	Date 7/27/2022



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

46

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

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

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

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

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

Name of Organization or Group of People permit is issued to <i>Nativity Church of Fargo</i>		Dates of Activity <i>Nov. 6, 2022</i>		If raffle, provide drawing date <i>Nov. 6, 2022</i>	
Organization or Group Contact Person <i>Karen Donahue</i>		Title or Position <i>Treasurer</i>		Telephone Number <i>701-232-2414</i>	
Business Address <i>1825 11th Street S.</i>		City <i>Fargo</i>		State <i>ND</i>	ZIP Code <i>58103</i>
Mailing Address (if different)		City		State	ZIP Code
Site Name (where gaming will be conducted) <i>Nativity Church</i>					
Site Address <i>1825 11th St. S.</i>		City <i>Fargo</i>		ZIP Code <i>58103</i>	County <i>Cass</i>

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
	<i>See back</i>	
<i>Raffle</i>	<i>Cash</i>	<i>1700.00</i>
<i>Bingo</i>	<i>Cash</i>	<i>350.00</i>
Total (limit \$40,000 per year)		<i>\$ 2050.00</i>

Intended Uses of Gaming Proceeds
Charitable Causes & Facility Needs

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

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

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

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

Organization or Group Contact Person

Name <i>Karen Donahue</i>	Title <i>Fall Festival Treasurer</i>	Telephone Number <i>701-361-4263</i>	E-mail Address <i>k.l.donahue0@gmail.com</i>
Signature of Organization or Group's Top Official <i>Karen J Donahue</i>		Title <i>Treasurer</i>	Date <i>7/26/22</i>



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

\$25.00
 ✓4380
 7-29-22

(40)

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

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

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

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

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

Name of Organization or Group of People permit is issued to Fargo Moorhead Derby Girls		Dates of Activity 9/10/22		If raffle, provide drawing date 9/10/22	
Organization or Group Contact Person Tiffany Werre		Title or Position Treasurer		Telephone Number 218-770-8433	
Business Address PO Box 10644		City Fargo		State ND	ZIP Code 58106
Mailing Address (if different)		City		State	ZIP Code
Site Name (where gaming will be conducted) John E. Carlson Coliseum					
Site Address 807 17th Ave N		City Fargo		ZIP Code 58102	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	Cash	About \$200
Total (limit \$40,000 per year)		

Intended Uses of Gaming Proceeds
Donation to Charity

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

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

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)
 No Yes - Total Retail Value: **\$173.00** (This amount is part of the total prize limit of \$40,000 per year)

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

Organization or Group Contact Person			
Name Tiffany Werre	Title Treasurer	Telephone Number 218-770-8433	E-mail Address FMDGoperations@gmail.com
Signature of Organization or Group's Top Official Tiffany Werre		Title Treasurer	Date 7/29/22

(Ad)



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

V11545
 25.00
 8/1/22

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

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

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

Poker, Twenty-One, and Paddlewhools may be conducted Only with a Restricted Event Permit. Only one permit allowed per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS.

Name of Organization or Group of People permit is issued to Scottish Rite Holding Company	Dates of Activity 8-10-22	If raffle, provide drawing date 8-10-22	
Organization or Group Contact Person D Hennobry	Title or Position Office Manager	Telephone Number 701-235-7875	
Business Address 1405 3rd St N	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) El Zagal Shrine			
Site Address 1420 3rd St N	City Fargo	ZIP Code 58102	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	4 drawings of tickets sold each 30 minutes. Half the money will be given as the winnings	\$200.00
Total (limit \$40,000 per year)		

Intended Uses of Gaming Proceeds
 Building Operations

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

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

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

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

Organization or Group Contact Person

Name D Hennobry	Title Office Manager	Telephone Number 701-235-7875	E-mail Address fargomasonicccenter@gmail.com
Signature of Organization or Group's Top Official <i>D Hennobry</i>		Title Office Manager	Date 7/29/22



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

AC

\$25.00
 ✓ 19204
 8-3-22

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

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

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

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

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

Name of Organization or Group of People permit is issued to Veterans Honor Flight of ND/MN	Dates of Activity Aug. 28, 2022	If raffle, provide drawing date Aug. 28, 2022	
Organization or Group Contact Person Karen Haugen	Title or Position Volunteer	Telephone Number 701-367-1518	
Business Address Po Box 644	City West Fargo	State ND	ZIP Code 58078
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Redhawks Stadium			
Site Address 1515 15th Ave N	City Fargo	ZIP Code 58102	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	Cash	based on sales 5000 ⁰⁰ RA
Total (limit \$40,000 per year)		5,000

Intended Uses of Gaming Proceeds
 Veterans Honor Flight of ND/MN

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

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

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

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

Organization or Group Contact Person

Name Karen Haugen	Title Volunteer	Telephone Number 701-367-1518	E-mail Address Karenhaugen58@gmail.com
Signature of Organization or Group's Top Official <i>Jane M. Matyjak</i>		Title President	Date 8/2/22



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

(Handwritten initials)

\$25.00
 15441
 8-3-22

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

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

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

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

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

Name of Organization or Group of People permit is issued to Sts. Anne and Joachim Catholic Church	Dates of Activity 09-1-22/11-13-22	If raffle, provide drawing date November 13, 2022	
Organization or Group Contact Person Rob Asheim	Title or Position Business Manager	Telephone Number 701-235-5757	
Business Address 5202 25th Street South	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Sts. Anne and Joachim Catholic Church			
Site Address 5202 25th Street South	City Fargo	ZIP Code 58104	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	<i>Cash</i>	See Attached
Total (limit \$40,000 per year)		\$22,500.00

Intended Uses of Gaming Proceeds
 New Boiler

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

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

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

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

Organization or Group Contact Person

Name Rob Asheim	Title Business Manager	Telephone Number 701-235-5757	E-mail Address rasheim@stsaaj.org
Signature of Organization or Group's Top Official <i>(Handwritten Signature)</i>		Title Business Manager	Date August 2, 2022



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

\$2500
 CC
 8/2/22

(4h)

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

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

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

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

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

Name of Organization or Group of People permit is issued to YWCA Cass Clay	Dates of Activity 9/8/2022	If raffle, provide drawing date 9/8/2022	
Organization or Group Contact Person Allison Pillar	Title or Position Communications Manager	Telephone Number 701-232-2547	
Business Address 4650 38th Ave S, Suite 110	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Delta by Marriott			
Site Address 1635 42nd St SW	City Fargo	ZIP Code ND	County 58103

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	Liquor Wagon	\$300
Raffle	Jewelry	\$840
Raffle	Airline vouchers	\$800
Raffle	Flight & Tour	\$200
Raffle	Ride-on Gator for kids Traeger Grill	\$500 \$899
Total (limit \$40,000 per year)		\$3,539

Intended Uses of Gaming Proceeds
 All proceeds benefit YWCA Emergency Shelter and Housing programs and operations.

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

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

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

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

Organization or Group Contact Person

Name Allison Pillar	Title Communications Manager	Telephone Number 701-232-2547	E-mail Address apillar@ywcacassclay.org
Signature of Organization or Group's Top Official <i>Allison Pillar</i>		Title CEO	Date 8/1/2022

5

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor *SS*

SUBJECT: Liquor License Extension – Hennessey's

DATE: July 26, 2022

The Auditor's office received a request to grant an extension of the requirements of 25-1512 from Irish Hospitality d/b/a Hennessey's Irish Pub until February 27, 2023

The City Commission granted Hennessey's an extension on March 8, 2021 running until September 20, 2021 and an additional extension to February 22, 2022, a third extension granted until August 22, 2022. Hennessey's has made substantial progress towards reopening in a new location and has a lease agreement in place and the developer has broken ground at the new location; however, there is still a long way to go. At this time, Hennessey's is requesting an additional 6-month extension to February 27, 2023.

Please see the attached letter from the legal representative.

Please approve an extension of 25-1512 for Irish Hospitality d/b/a Hennessey's Irish Pub until February 27, 2023.

Recommended Motion:

Move an extension of the requirements of 25-1512 to Hennessey's Irish Pub until February 27, 2023.

William P. Harrie*
Mark R. Hanson* •
Douglas W. Gigler*
Andrew L.B. Noah
Jacqueline S. Anderson*



*Thaddeus E. Swanson
*Cloe A. Kilwein
*Anthony J.R. Anderson

Gregory B. Selbo, Retired

*Also Licensed in Minnesota
• Also Licensed in South Dakota

July 26, 2022

VIA E-MAIL
SSprague@FargoND.gov

Steve Sprague
City Auditor
225 N. 4th St.
Fargo, ND 58102

Re: Hennessy's License
Class A Liquor License A-9
Our File No. 14010.001

Dear Steve:

I represent Irish Hospitality, LLC, the holder of the Class A liquor license No. A-9 issued by the City of Fargo to Irish Hospitality, LLC d/b/a Hennessy's Irish Pub ("Irish Hospitality").

During its February 7, 2022, Regular Meeting, the Board of City Commissioners of the City of Fargo ("City Commission") granted Irish Hospitality's request to have the License extended for six months, until August 22, 2022. See City Commission Minutes at <https://fargond.gov/city-government/departments/city-commission/agendas-minutes/2022-minutes-video-archive/2-7-22-minutes>. My February 1, 2022, letter requesting that extension explained as follows:

1. The bar Irish Hospitality plans to open, and seeks to transfer License A-9, is part of a redevelopment project located in the area of 32nd Ave. S. and I-29, Fargo, ND.
2. Irish Hospitality will be one of a number of businesses in the development. Irish Hospitality, therefore, has limited control as to when its space will be ready for occupancy.
3. Even so, Irish Hospitality has signed the lease for its space with the owner/landlord. Plans for the fit-up of the space for Irish Hospitality are being reviewed and revised.
4. While construction supply demands and other issues caused by the continued Covid-19 pandemic makes it difficult to predict when a development and construction project will be completed, Irish Hospitality is pushing the

Steve Sprague
Page 2

owner/landlord toward completion. It appears, however, that it might be a minimum of 9 months before Irish Hospitality is able occupy the space.

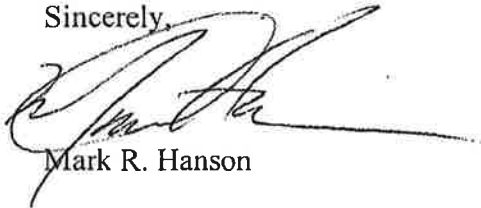
My February letter also explained that the request for a 6-month extension was to allow sufficient time for Irish Hospitality to finalize the space for use of the License and/or to provide the City Commission an update on the status of the development, including Irish Hospitality's anticipated occupancy date.

Since my February 1, 2022 letter, work on the development has progressed. As of the date of this letter ground has been broken and dirt work and excavation are proceeding. While it is difficult to predict when a project will be completed, especially with the supply chain issue, Irish Hospitality is pushing the owner/landlord to complete the project so Irish Hospitality will have its new bar open in March of 2023.

Thus, Irish Hospitality respectfully requests that Class A license No. A-9 be extended an additional 6 months to allow the space for the license to be completed and/or to provide the City Commission an update on the status of the development, including Irish Hospitality's anticipated occupancy date. The request is for a 6-month extension until the February 27, 2023, City Commission meeting.

Thank you for your time and attention to this matter.

Sincerely,



Mark R. Hanson

MRH/mrh

Cc: Client [Via email only]

REPORT OF ACTION

6

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-19-B1 Type: Change Order #2 & Time Extension

Location: Royal Oaks Dr Date of Hearing: 8/1/2022

Routing	Date
City Commission	8/8/2022
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, related to Change Order #2 in the amount of \$59,104.74 for additional work, along with the associated 7-day time extension to the Substantial Completion Date bringing it to September 24, 2021.

Staff is recommending approval of Change Order #2 in the amount of \$59,104.74 and the time extension to the Substantial Completion Date as described above.

On a motion by Steve Sprague, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #2 and the time extension to the Substantial Completion Date to Master Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of \$59,104.74 bringing the total contract amount to \$824,673.19 and the 7-day time extension to the Substantial Completion Date adjusting the completion date from September 17, 2021 to September 24, 2021 to Master Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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

COMMITTEE

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

ATTEST:

C: Kristi Olson

Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Rob Hasey, Project Manager
Cc: Nathan Boerboom, Division Engineer
Date: August 1, 2022
Re: Project No. FM-19-B1 – Change Order #2 & Time Extension

Background:

Project No. FM-19-B1 is for the construction of earthen levees in the Royal Oaks Drive area and the removal of one residential structure located at #3680 River Drive South and constructing a levee across the lot to tie into existing levees along River Drive South.

During construction of the levee in the Royal Oaks Addition we uncovered unsuitable material buried below grade. 1,660 CY of material needed to be excavated and hauled to the landfill. 1,660 CY of onsite material was used to fill the area that had unsuitable material in the levee footprint. Disposal of the unsuitable material occurred at the City landfill. Seven days will be added to the Substantial Completion date due to the delayed production of excavating and disposing unsuitable material.

At the River Drive South site we are eliminating the topsoil import quantity as that was not needed after reviewing the site conditions. The Contract will be reduced by \$5,000.

Also at the River Drive South site the Contractor was instructed to remove an existing gatewell structure in its entirety. During construction it was found that the bottom section had been filled with concrete and would take a significant effort to remove the bottom portion. Since the gatewell was not located in the levee footprint we agreed to a cost deduct of \$1,000 to leave the bottom section of the gatewell in place.

Funding Source: Sales Tax Funds – Flood Control – 460

Recommended Motion:

Approve Change Order #2 in the amount of \$59,104.74 and adding seven days to the Substantial Completion date for delays associated with unsuitable material disposal.

Attachments



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

Project No FM-19-B1 **Change Order No** 2
Project Name Royal Oaks & River Drive Flood Risk Management Project
Date Entered 7/25/2022 **For** Master Construction Co Inc

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

EXPLANATION OF CHANGE: Debris removal & disposal, River Drive overseeding & gateway removal deduct

- Royal Oaks Debris:
- Excavation of debris: 1,660 CY @ \$3.00/CY = \$4,980
 - Replacement fill: 1,660 CY @ \$3.45/CY = \$5,727
 - Disposal at Landfill: 1 LS @ \$49,002.74
 - Decreased production: 1,660 CY @ \$3.25/CY = \$5,395

River Drive:

- Remove existing bid item "Topsoil - Import": 200 CY @ \$25 = (\$5,000)
- Deduct for leaving bottom of gateway structure in the ground: 1 LS @ \$1,000 = (\$1,000)

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 (\$)
Flood Mitigation	52	Embankment	CY	4,045.00	0.00	4,045.00	1,660.00	5,705.00	3.45	5,727.00
	53	Excavation	CY	19,590.00	0.00	19,590.00	1,660.00	21,250.00	3.00	4,980.00
	89	Extra - FloodControl	LS	0.00	0.00	0.00	1.00	1.00	49,002.74	49,002.74
	90	Extra - FloodControl	LS	0.00	0.00	0.00	1,660.00	1,660.00	3.25	5,395.00
Flood Mitigation Sub Total (\$)										65,104.74
3680 River Dr S	72	Topsoil - Import	CY	200.00	0.00	200.00	-200.00	0.00	25.00	-5,000.00
	91	Extra - StormSewers	LS	0.00	0.00	0.00	1.00	1.00	-1,000.00	-1,000.00
3680 River Dr S Sub Total (\$)										-6,000.00

Summary

Source Of Funding	Sales Tax Funds - Flood Control - 460	
Net Amount Change Order # 2 (\$)		59,104.74
Previous Change Orders (\$)		9,800.00
Original Contract Amount (\$)		755,768.45



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Total Contract Amount (\$) 824,673.19

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	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/17/2021	7.00	0.00	09/24/2021	

Description

APPROVED

For Contractor

Title

APPROVED DATE

Department Head

Mayor

Attest


PROJECT MANAGER


8/3/22



May 4, 2022

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

**Subject: FM-19-B1 Royal Oaks and River Dr. Flood Risk Management Project
Change Order No. 2 Recommendation**

Mr. Hasey:

The Contractor, Master Construction, is requesting additional payment for debris found within the Royal Oaks levee. They are also requesting to amend the overseeding plan for various areas along River Dr. Finally, an additional pay item is recommended to deduct costs paid to the contractor for the removal of a gateway structure that had portions of it remain in the ground.

DEBRIS REMOVAL

In the process of constructing the levee at the Royal Oaks project site, Master Construction encountered various pockets of debris. After consulting with Braun Intertec, the limits of removal were determined at each location. Master Construction removed the debris and replaced it with suitable, onsite clay material. We conducted field survey of the excavation areas after the debris was removed and calculated the total debris removal to be 1,660 CY. In accordance with the project specifications, removal of the debris was paid with the "Excavation" bid item at a price of \$3.00/CY. The placement of the suitable, onsite clay material was paid with the "Embankment" bid item at a price of \$3.45/CY. This 1,660 CY increase in quantity for the "Excavation" and "Embankment" bid items to remove and replace the debris material will result in an additional \$10,707.00 based on the contract bid prices. The suitable, onsite clay material was originally planned to be hauled off site due to an excess of clay material on the site. The debris was instead hauled off site to the landfill and the same volume of suitable, onsite clay material remained on site to fill the void left by the debris. Therefore, there is no change in quantity to the "Fill – Haul" bid item.

Master Construction incurred fees to dispose of the debris at the City landfill. The total for landfill fees was \$49,002.74. Master Construction also expressed their opinion about the extra time and trucks that it took to excavate and haul the debris material compared to excavating and hauling clay material. Based on our observations in the field, we feel the excavation and hauling operation for the debris material approximately took an additional 25% in time and trucks compared to clay material. The additional cost for handling the debris material was \$2.50/CY for the "Fill – Haul" bid item and \$0.75/CY for the "Excavation" bid item. This resulted in an additional \$5,395.00.

The additional cost for this change item is \$65,104.74.

Debris beneath the proposed levee could result in unwanted settlement of the levee, leading to future maintenance costs, as well as increased risk of seepage under the levee during a flood event. Therefore, we recommend approval of this change item per our comments above.

Robert Hasey
May 4, 2022
Page 2



RIVER DR. OVERSEEDING

Master Construction is requesting a change to the requirements for the various overseeding areas along River Dr. shown on plan sheet 075-3. Master Construction is proposing to eliminate the proposed topsoil import for these areas based on the observation of their subcontractor, Dakota Seeding, that the areas have sufficient topsoil in place for proper grass growth. The bid item "Topsoil – Import" will be reduced from 200 CY to 0 CY. The reduction in cost to the project is \$5,000.

We have agreed to allow Master Construction to amend the requirements for these areas with the stipulation that they are required to provide proper grass growth with the existing conditions of the areas.

GATEWELL REMOVAL DEDUCT

Per the plans, the existing gateway on the River Dr. site was to be removed in its entirety. During removal of the gateway, Master Construction proposed to leave the bottom section of the structure in place. The bottom section had previously been partially filled with concrete. They proposed to fill the rest of the bottom section with concrete and plug the SE pipe invert completely. They provided a cost reduction of \$1,000 to the project by leaving the bottom section of the gateway in place.

We agreed to the proposed plan and cost reduction. The bid item was paid in full to eliminate confusion regarding a partially paid unit item. A new pay item shall be created to account for the \$1,000 cost savings to the project.

RECOMMENDATION

We have reviewed each item discussed above and recommend each is justified and reasonable. Therefore, we recommend approving these changes. These items will result in a total increase to the current contract amount of \$59,104.74.

Sincerely,

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

Michael P. Love, PE
Project Manager
Direct: 701.499.2062
mlove@houstoneng.com



State of North Dakota Change Order / Extra Work Formula

Date: 4/28/2022
 Job Number: FM-19-B1
 Description: Royal Oaks Dr, Buried Debris
 Engineer: City of Fargo
 Owner Rep: Rob Hasey

LABOR

Classification	Hours	Hourly Rate	Contractor Fee (15%)	Total
			\$ -	\$ -

Equipment

Make	Size	Description	Utilized Hours	Hourly Rate	Total
					\$ -
					\$ -
					\$ -
					\$ -

Materials

Description	Quantity	Cost	OH / Profit (15%)	Total
Landfill Fees	LS 1	\$ 49,002.74		\$ 49,002.74
Fill Haul Debris	CY 1660	\$ 2.50		\$ 4,150.00
Excavation Debris	CY 1660	\$ 0.75		\$ 1,245.00

				\$ 54,397.74
--	--	--	--	--------------

Notes:

Buried debris was discovered within levee footprint located at Royal Oak Drive from station +/- 12+50 to station +/- 14+00. Master Construction was directed to remove the debris from the site. All equipment and labor was paid for under contract items. The landfill fees were not covered under contract items and Master Construction was directed by the City of Fargo to supply a change order for this cost. It was agreed upon that the excavation and hauling of the buried debris took 25% more effort than if it were clay material. The bid item for Fill Haul was \$10.00/CY and was \$3.00/CY for Excavation. This is where the extra cost for each was calculated from.

Total Labor	\$ -
Total Equipment	\$ -
Total Materials	\$ 54,397.74

Grand Total \$ 54,397.74

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Relinquishment of Easement Rights

Location: 27th Street & 40th Avenue North

Date of Hearing: 7/5/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>8/8/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Shawn Bullinger</u>

The Committee reviewed a communication from Shawn Bullinger, regarding the relinquishment of a portion of the easement rights deemed no longer necessary.

In 2010, the Northwest Area Plan envisioned 27th Street North to be the arterial connection to 40th Avenue North. An additional 20-foot street and utility easement was acquired as a result. As this area has been built out, 25th Street North has remained the north-south arterial roadway so the additional easements along 27th Street North are no longer necessary.

Staff is recommending revising the existing street and utility easement to a sidewalk and utility easement only, allowing for future buildings to be offset 20' from the property line and still allow for future City infrastructure if needed.

On a motion by Bruce Grubb, seconded by Ryan Erickson, the Committee voted to recommend approval and have Engineering revise the existing street and utility easement to a sidewalk and utility easement only.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the revision to change the existing street and utility easement to a sidewalk and utility easement only.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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


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

COMMITTEE

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

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Shawn G. Bullinger, Land Acquisition Specialist
Date: June 29, 2022
Re: Relinquishment of a Portion of Easement Rights

Background:

In 2010, the Northwest Area Plan envisioned 27th Street North to be the arterial connection to 40th Avenue North. Additional 20-foot street and utility easements were acquired in 2010 as a result. As this area has been built out, 25th Street North has remained the north-south arterial roadway so the additional easements along 27th Street North are no longer necessary. Since the City of Fargo originally purchased these easements back in 2010, we are proposing to revise the existing street and utility easement to a sidewalk and utility easement only. This will allow future buildings to be offset 20' from the property line and still allow for future City infrastructure if needed.

Recommended Motion:

Recommend staff to move forward with the relinquishment of a portion of the easement rights in document 1308133.

SGB/klb
Attachments



1308133
Page: 1 of 2
10/26/2010 8:00 AM
EASE \$13.00

OFFICE OF THE CITY ATTORNEY

RECORDER'S OFFICE, CASS COUNTY, ND 10/26/2010 8:00 AM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
JEWEL A. SPIES, COUNTY RECORDER

by Teresa C. Husby, Dep. 1308133



PERMANENT EASEMENT
(Street and Utilities Right-of-Way)

KNOW ALL MEN BY THESE PRESENTS that A STORAGE PLACE, LLC, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, HEREBY 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, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing a street and all other public utilities, and together with the customary appurtenances including location of any and all utilities, said tract being more particularly described as follows:

The West Twenty Feet (20') of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7), Block One (1), Jerstad-Thompson Subdivision to the City of Fargo, Cass County, North Dakota.

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 do perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said street easement and customary appurtenances including location of any and all utilities, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees or other obstacles of any kind shall be placed or located upon the tract so as to interfere in any

Release of Permanent Easement
Document #1308133

On or about October 6, 2010, A Storage Place, LLC, a North Dakota limited liability company (“Grantor”) granted the City of Fargo, a North Dakota municipal corporation (“Grantee”) a permanent and perpetual easement for the purpose of a street and utility right of way, recorded as Document #1308133, over the following described property:

The West Twenty Feet (20’) of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7), Block One (1), Jerstad-Thompson Subdivision to the City of Fargo, Cass County, North Dakota.

Grantee hereby consents to, and does hereby release said easement, in conjunction with Grantor’s grant of a Permanent Sidewalk and Utility Easement recorded in its stead.

(Signature on following page)

IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed this ____ day of _____, 2022.

CITY OF FARGO, a North Dakota
a municipal corporation,

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

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of _____, 2022, before me, a notary public in and for said county and state, personally appeared Dr. Timothy J. Mahoney, M.D. and Steven Sprague, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, a North Dakota municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, ND

The legal description was obtained from
a previously recorded document.

This document was prepared by:
Nancy J. Morris
City Attorney
Serkland Law Firm
10 Roberts Street North
Fargo, ND 58102
(701) 232-8957
nmorris@serklandlaw.com

PERMANENT EASEMENT
(Sidewalk and Utilities Easement)

KNOW ALL MEN BY THESE PRESENTS that A STORAGE PLACE, LLC, a North Dakota limited liability company, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to him in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing a sidewalk and all other public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

The West Twenty Feet (20') of Lots Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7), Block One (1), Jerstad-Thompson Subdivision to the City of Fargo, Cass County, North Dakota.

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


Grantor, his successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said sidewalk and customary appurtenances including location of any and all utilities, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the construction, operation, maintenance or repair of said sidewalk,

including location of any and all utilities or customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said street and customary appurtenances was begun.

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 21 day of July, 2022.

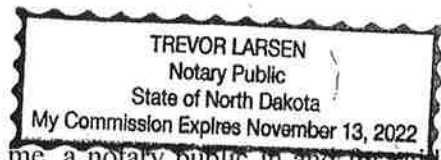
GRANTOR:

A STORAGE PLACE, LLC, a North Dakota Limited Liability Company



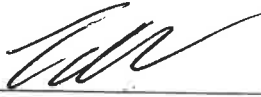
Doug Kurtz, President

STATE OF ND)
) ss.
COUNTY OF Cass)



On this 21st day of July, 2022, before me, a notary public in and for said county and state, personally appeared **Doug Kurtz, President**, to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

(SEAL)



Notary Public
Cass County, ND

PERMANENT EASEMENT
(Sidewalk and Utilities Easement)

KNOW ALL MEN BY THESE PRESENTS that KW VENTURES, LLC, a North Dakota limited liability company, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to him in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing a sidewalk and all other public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

The West Twenty Feet (20') of Lot One (1), Block One (1), Jerstad-Thompson Subdivision to the City of Fargo, Cass County, North Dakota.

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

Grantor, his successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said sidewalk and customary appurtenances including location of any and all utilities, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the construction, operation, maintenance or repair of said sidewalk, including location of any and all utilities or customary appurtenances, provided that Grantee, at its

own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said street and customary appurtenances was begun.

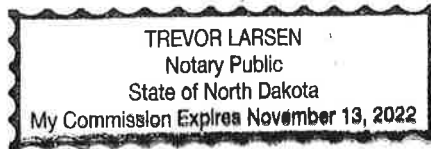
IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 21 day of July, 2022.

GRANTOR:

KW VENTURES, LLC, a North Dakota Limited Liability Company

Alan Weigel
Alan Weigel, President

STATE OF ND)
) SS.
COUNTY OF Cass)



On this 21st day of July, 2022, before me, a notary public in and for said county and state, personally appeared **Alan Weigel, President**, to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

Trevor Larsen
Notary Public
Cass County, North Dakota

(SEAL)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

8

Project No. FM-19-C1 Type: Private Utility Relocation
 Location: Woodcrest Neighborhood Date of Hearing: 8/1/2022

Routing Date
 City Commission 8/8/2022
 PWPEC File X
 Project File Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, regarding the relocation of existing underground infrastructure located in the rear yards from 119 South Woodcrest Drive to 149 South Woodcrest Drive.

Lumen (Century Link) has existing underground infrastructure that conflicts with the phase 2 levee and storm sewer alignments. Lumen has provided a cost of \$21,255.04 to relocate their infrastructure.

On a motion by Bruce Grubb, seconded by Tim Mahoney, the Committee voted to recommend approval of payment to Lumen in the amount of \$21,255.04 for the private utility relocation.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve payment to Lumen in the amount of \$21,255.04 for relocation of existing underground infrastructure.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

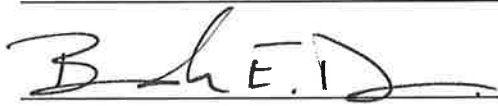
	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	N/A	N/A
Agreement for payment of specials required of developer	N/A	N/A
Letter of Credit required (per policy approved 5-28-13)	N/A	N/A

COMMITTEE

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

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Rob Hasey, Project Manager
Cc: Nathan Boerboom, Division Engineer
Date: August 1, 2022
Re: Project No. FM-19-C1 – Lumen Utility Relocation

Background:

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

Lumen has existing underground infrastructure located in the rear yards from 119 South Woodcrest Drive to 149 South Woodcrest Drive that conflict with the phase 2 levee and storm sewer alignments.

Lumen has provided a cost of \$21,255.04 to relocate their infrastructure. Please refer to the attached quote from Lumen for further information.

Recommended Motion:

Approve payment of \$21,255.04 to Lumen for the relocation of residential services to the front yards from 119 South Woodcrest Drive to 149 South Woodcrest Drive.

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

Attachments



June 15, 2022

RE: EXCESS CONSTRUCTION

ATTN: Brady Wall

File #: 63661

Dear Customer,

We have received information from the Lumen Network Implementation Engineer for the Fargo, North Dakota area, Charles Grummons, indicating that you have requested a cost estimate for excess construction near Willow Road N in Fargo, North Dakota. The work will consist of installing a new 50 pair copper cable along the South side of Woodcrest Drive South, installing a new drop cable to activate customer and hot cut existing customer. All splicing and testing activities will be completed. This work falls into the excess construction category, which is billable back to the customer.

Before we can begin construction, it will be necessary for you to agree to the following terms for facility placement. Your portion of the expense will be \$21,255.04 (\$1,994.02 in material & \$19,261.02 in labor).

Lumen is not legally authorized to break costs down any further than the labor and material totals that are currently provided. Labor costs include all time for Municipality permitting, construction crews, general contractors and all Lumen internal teams involved in designing and turning up the service, which is confidential pursuant to our Contracts. The ability to recover these costs are driven and supported by the North Dakota State Tariffs and the North Dakota PUC.

If you have any further questions on this matter or would care to proceed with a payment of **\$21,255.04** please email me to have a work proposal forwarded to you from the Resource Allocation Group in Littleton, CO.

Specific site or construction questions need to be directed to the Lumen Network Implementation Engineer, Charles Grummons at (701) 241-3141.

PLEASE NOTE that the work proposal will need to be signed and returned with a check or signed purchase order document before the work can begin and that this proposal can be withdrawn if it is not accepted within 30 days.

This cost DOES NOT include frost charges which go into effect on November 15, 2021 and are billable back to the customer.

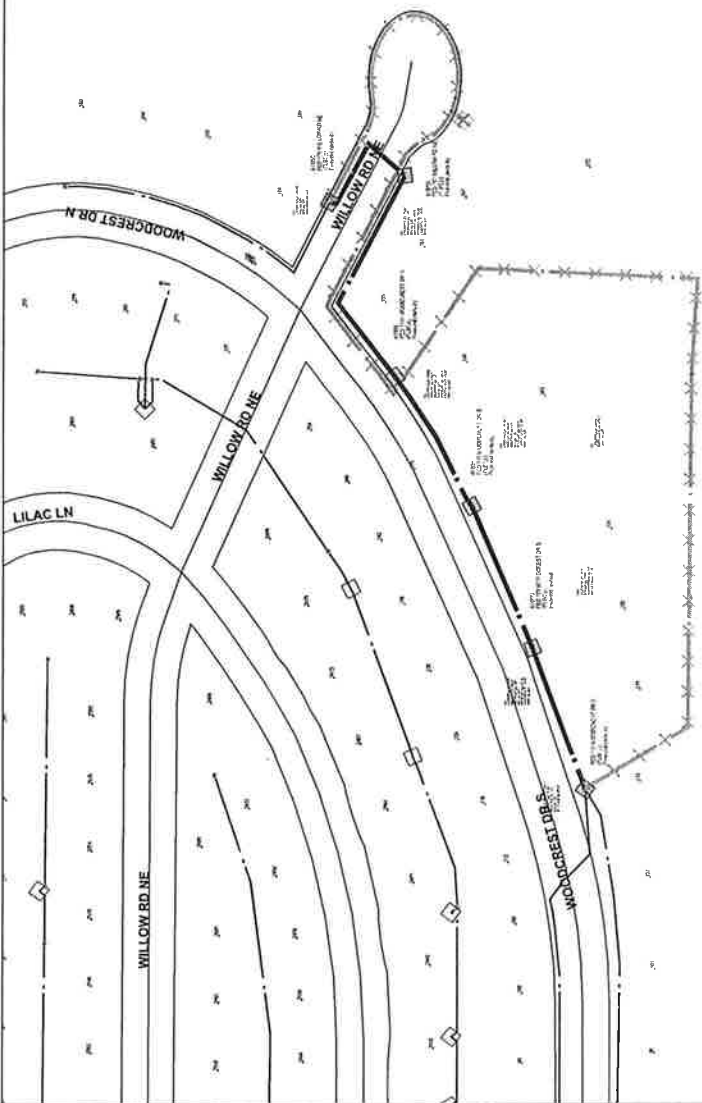
Thank you for your time. Very respectfully,

Danielle Knisley

Engineer-Special Construction

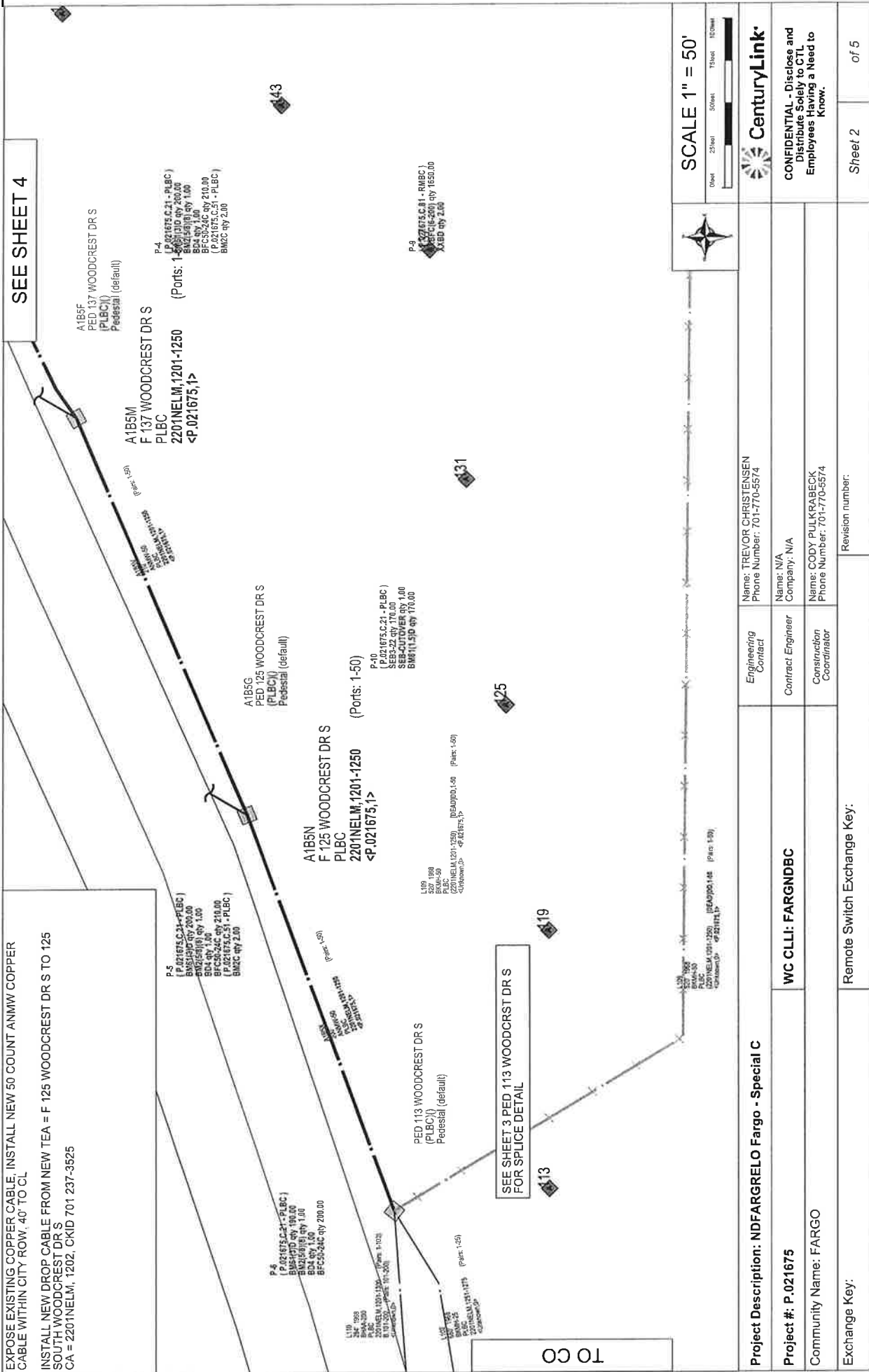
Omaha, Nebraska 68144

Danielle.Knisley@centurylink.com

<p>Job Location: WOODCREST DR S</p> 	<p>Narrative/Special Remarks</p> <p>EXPOSE EXISTING COPPER CABLE, INSTALL NEW 50 COUNT ANMW COPPER CABLE WITHIN CITY ROW, 40' TO CL INSTALL NEW DROP CABLE FROM NEW TEA = F 125 WOODCREST DR S TO 125 SOUTH WOODCREST DR S CA = 2201NELM, 1202, CKID 701 237-3525 RFS 07-01-2022</p>
<p>Held Order Information</p> <p>Service Order #: Customer Name:</p> <p>Customer Address: 125 WOODCREST DR S Customer Terminal: F 125 WOODCREST DR S</p>	
<p>Associated Projects</p> <p>List all associated projects: Site Location ID # (BVAPP):</p> <p>Misc. Information</p> <p>Right of Way required No State Permits required No County Permits required No City Permits required No Additional Permit Information: Trench Open Date: 06-27-2022 Cut Sheets No</p>	
<p>Project Description: NDFARGRELO Fargo - Special C</p>	<p>Name: TREVOR CHRISTENSEN Phone Number: 701-770-5574</p>
<p>Project #: P.021675</p>	<p>Name: N/A Company: N/A</p>
<p>Community Name: FARGO</p>	<p>Name: CODY PULKRABECK Phone Number: 701-770-5574</p>
<p>Exchange Key:</p>	<p>Revision number:</p>
<p>Remote Switch Exchange Key:</p>	<p>Sheet 1 of 5</p>



CONFIDENTIAL - Disclose and Distribute Solely to CTL Employees Having a Need to Know.



EXPOSE EXISTING COPPER CABLE. INSTALL NEW 50 COUNT ANMW COPPER CABLE WITHIN CITY ROW, 40' TO CL

INSTALL NEW DROP CABLE FROM NEW TEA = F 125 WOODCREST DR S TO 125 SOUTH WOODCREST DR S

CA = 2201NELM, 1202, CKID 701 237-3525

P-5
(P.021675.C-1-PLBC)
BMS1430 qty 200.00
BMS1530 qty 1.00
BMS1530 qty 1.00
BMS1530 qty 1.00
BMS1530 qty 1.00
BMS1530 qty 1.00

P-2
(P.021675.C-1-PLBC)
BMS1430 qty 150.00
BMS1530 qty 1.00
BMS1530 qty 1.00
BMS1530 qty 1.00

A1B5N
F 125 WOODCREST DR S
PLBC
2201NELM,1201-1250
<P.021675,1>

A1B5G
PED 125 WOODCREST DR S
(PLBC)
Pedestal (default)

P-40
(P.021675.C-1-PLBC)
SEB-22 qty 170.00
SEB-AUTOWER qty 1.00
BMS11150 qty 170.00

L109
244 988
P-30
2201NELM,1201-1250
PLBC
(P.021675,1)
BMS1430 qty 1.00
BMS1530 qty 1.00

SEE SHEET 3, PED 113 WOODCRST DR S FOR SPLICE DETAIL

A1B5F
PED 137 WOODCREST DR S
(PLBC)
Pedestal (default)

A1B5M
F 137 WOODCREST DR S
PLBC
2201NELM,1201-1250
<P.021675,1>

P-4
(P.021675.C-1-PLBC)
BMS1430 qty 200.00
BMS1530 qty 1.00
BMS1530 qty 1.00
BMS1530 qty 1.00
BMS1530 qty 1.00

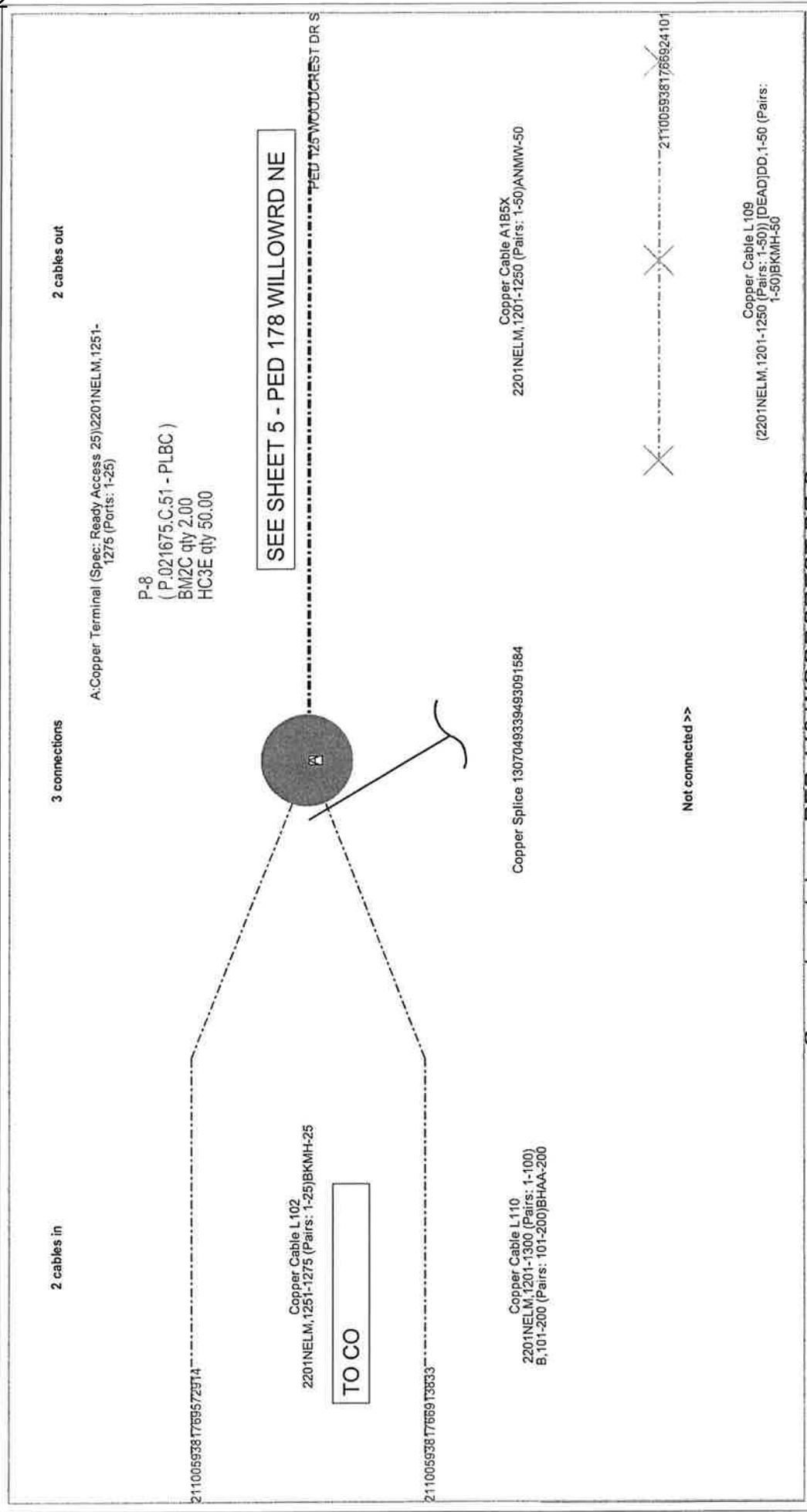
P-9
(P.021675.C-1-PLBC)
SEB-22 qty 1650.00
SEB-AUTOWER qty 1.00
BMS11150 qty 200.00

0 feet	25 feet	50 feet	75 feet	100 feet
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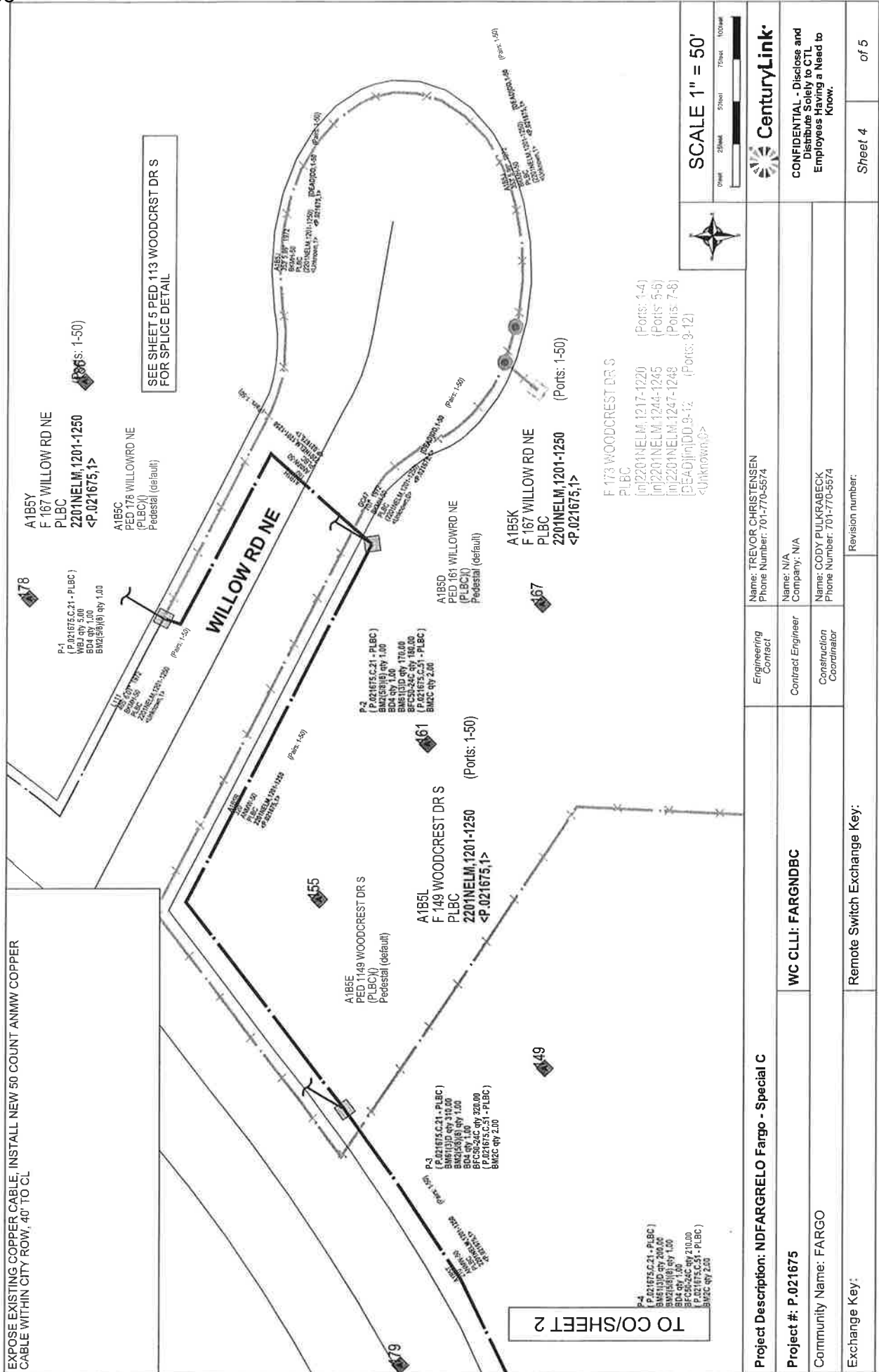
SCALE 1" = 50'



Project Description: NDFARGRELO Fargo - Special C	Engineering Contact: Name: TREVOR CHRISTENSEN, Phone Number: 701-770-5574
Project #: P.021675	Contract Engineer: Name: N/A, Company: N/A
Community Name: FARGO	Construction Coordinator: Name: CODY PULKRABECK, Phone Number: 701-770-5574
Exchange Key: Remote Switch Exchange Key:	Revision number:



Project Description: NDFARGRELO Fargo - Special C		CenturyLink	
Project #: P.021675	WC CLLI: FARGNDBC	Name: TREVOR CHRISTENSEN Phone Number: 701-770-5574	CONFIDENTIAL - Disclose and Distribute Solely to CTL Employees Having a Need to Know.
Community Name: FARGO		Name: N/A Company: N/A	
Exchange Key:	Remote Switch Exchange Key:	Name: CODY PUL KRABECK Phone Number: 701-770-5574	
		Revision number:	Sheet 3 of 5



EXPOSE EXISTING COPPER CABLE. INSTALL NEW 50 COUNT ANMW COPPER CABLE WITHIN CITY ROW, 40" TO CL

SEE SHEET 5 PED 113 WOODCRST DR S FOR SPLICE DETAIL

TO CO/SHEET 2

SCALE 1" = 50'

Project Description: NDFARGRELO Fargo - Special C		Engineering Contact	Name: TREVOR CHRISTENSEN Phone Number: 701-770-5574
Project #: P.021675	WC CLLI: FARGNDBC	Contract Engineer	Name: N/A Company: N/A
Community Name: FARGO		Construction Coordinator	Name: CODY PULKRABECK Phone Number: 701-770-5574
Exchange Key:	Remote Switch Exchange Key:	Revision number:	
		Sheet 4	of 5



CONFIDENTIAL - Please and Distribute Solely to CCL Employees Having a Need to Know.

SEE SHEET 3 - PED 113 WOODCREST DR S

PED 16 WILLOWRIDGE 1250 (Pairs: 1-50) 2110059381766924491



P-7
 (P.021675.C.51 - PLBC)
 HC3E qty 50.00
 BM2C qty 2.00

Copper Cable 1307049339493092109
 2201NELM,1201-1250 (Pairs: 1-50)ANMW-50

Copper Splice 1307049339493091922

Copper Cable L111
 2201NELM,1201-1250 (Pairs: 1-50)BKMH-50



Copper Cable A1B5J
 (2201NELM,1201-1250 (Pairs: 1-50))IDEADJDD,1-50 (Pairs:
 1-50)BKMH-50

<< Not connected

Project Description: NDFARGRELO Fargo - Special C		CenturyLink	
Project #: P.021675	WC CLLI: FARGNDBC	Engineering Contact Name: TREVOR CHRISTENSEN Phone Number: 701-770-5574	CONFIDENTIAL - Disclose and Distribute Soley to CTL Employees Having a Need to Know.
Community Name: FARGO		Contract Engineer Name: N/A Company: N/A	
Exchange Key:	Remote Switch Exchange Key:	Construction Coordinator Name: CODY PULKRABECK Phone Number: 701-770-5574	
			Revision number: Sheet 5 of 5



07/29/22

City of Fargo
Attn: Robert Hasey
1401 21st Ave N
Fargo, ND 58102

Re: FARGO, ND

BAN Number P021675

Dear Robert Hasey,

Please review the attached Special Construction Proposal. You will receive a separate email that contains a link to make an Electronic ACH payment. If acceptable, return a signed copy of the Special Construction Proposal to sconstr@Lumen.com to confirm that ACH payment was made in the amount of \$21,255.04.

Please note, your job will not be scheduled until we are in receipt of the above.

After we have received the above from you, we will return one fully executed copy for your records. The fully executed Special Construction Proposal will constitute the agreement between you and CenturyLink/Lumen for the Work. NO ADDITIONAL TERMS AND CONDITIONS WILL BE ACCEPTED.

For business customers only: If you are providing a Purchase Order as a form of payment, please sign, date and return the Purchase Order for the amount of \$21,255.04.

CenturyLink/Lumen is unable to accept credit card payments for Special Construction projects. Please set-up payment with your Special Construction Billing contact only. Payment is not to be made to your monthly service account or dropped off at a local CenturyLink/Lumen location.

Any questions regarding the scheduling of the work to be performed or decisions to cancel the work, please contact CenturyLink/Lumen representative, Danielle Knisley at +14024165641.

Special Construction Billing
Email: sconstr@Lumen.com

enclosures



Special Construction Proposal

Contract No No
Job Authorization No: P021675
CTL Affiliate: Qwest Corporation

Date: 07/29/22
Billing Address:
Customer: City of Fargo
Attention: Robert Hasey
1401 21st Ave N
Fargo, ND 58102
Work Location:
Willow Road N
County CASS
FARGO, ND

This Proposal is governed by the terms and conditions set forth herein as well as any applicable state or federal tariffs filed with the appropriate state or federal regulators. Description and/or specifications of work to be performed by an operating affiliate of CenturyLink Inc. ("CenturyLink") under this Proposal ("Work") is as follows:

The work will consist of installing a new 50 pair copper cable along the South side of Woodcrest Drive South, installing a new drop cable to activate customer and hot cut existing customer. All splicing and testing activities will be completed. This work falls into the excess construction category, which is billable back to the customer.

Advance Payment (required before work begins): \$21,255.04

Total Charges: Twenty-One Thousand Two Hundred Fifty-Five Dollars and 04/100

For the Work performed hereunder, Customer will be responsible for the actual charges incurred. The estimated charges above shall be paid prior to commencement of the Work ("Advance Payment"). Amounts due from Customer in excess of estimated amounts shall be paid by Customer within thirty days of invoice, or such longer time, if any, as set forth on such invoice. Refunds due Customer, if any, shall be refunded as required by applicable tariff. All past due, undisputed amounts due from Customer to Company will be assessed a late fee at 14% APR. Where applicable, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against Company or Customer, but excluding any taxes based on Company's net income.
For Governmental Customers only, Company will submit an invoice of charges upon completion of the Work, payable within forty-five (45) days of receipt. Past due undisputed amounts will be assessed a late fee in accordance with the applicable state and/or federal laws
*The Work proposed here is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning. This Proposal shall be deemed withdrawn by Company if not accepted by the Customer within 30 days. Upon execution by both parties, this Proposal and the terms and conditions of any applicable tariffs or Rates and Services Schedules on file with the applicable regulatory authorities shall constitute a binding agreement upon the parties.

CenturyLink
Authorized Signature:
Name Printed/Typed:
Title:
Date:

Customer
Authorized Signature:
Name Printed/Typed:
Title:
Date:



9

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

August 3, 2022

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. HD-22-A1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, August 3, 2022, for Building Demolition, Project No. HD-22-A1, located at 12 North Terrace North & 6375 31st Street South.

The bids were as follows:

Master Construction Co Inc	\$142,009.00
Dirt Dynamics	\$146,241.00
Excavating, Inc - Fargo	\$192,577.75
Industrial Builders Inc	\$214,698.00
Engineers Estimate	\$159,114.00

Private financial security is not needed.

No protests have been recieved.

This office recommends award of the contract to Master Construction Co Inc. in the amount of \$142,009.00 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE
Assistant City Engineer

Engineer's Statement Of Cost

Project # HD-22-A1

Building Demolition

12 North Terrace N & 6375 31 St S

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Building Demolition Project # HD-22-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Erosion & Sediment Control					
1	Stormwater Management	LS	1.00	700.00	700.00
Erosion & Sediment Control Total					700.00
Site #1 - 12 North Terrace N					
2	Mobilization	LS	1.00	2,500.00	2,500.00
3	Traffic Control - Type 1	LS	1.00	900.00	900.00
4	Inlet Protection - Existing Inlet	EA	6.00	220.00	1,320.00
5	Remove Pavement All Thicknesses All Types	SY	159.00	12.00	1,908.00
6	Eliminate Water Service	EA	1.00	1,100.00	1,100.00
7	Eliminate Sewer Service	EA	1.00	7,000.00	7,000.00
8	Remove Landscaping	LS	1.00	750.00	750.00
9	Demolition	EA	1.00	33,000.00	33,000.00
10	Remove Foundation All Types	EA	1.00	9,100.00	9,100.00
11	Site Access Protection	LS	1.00	2,500.00	2,500.00
12	Fill - Contractor Supply	CY	296.00	19.00	5,624.00
13	Rem & Repl Curb & Gutter	LF	52.00	90.00	4,680.00
14	Rem & Repl Driveway 6" Thick Reinf Conc	SY	6.00	150.00	900.00
15	F&I Sidewalk 4" Thick Reinf Conc	SY	20.00	100.00	2,000.00
16	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	20.00	300.00	6,000.00
17	Site Grading	LS	1.00	2,000.00	2,000.00
18	Topsoil - Import	CY	36.00	30.00	1,080.00
19	Seeding Type B	SY	800.00	1.00	800.00
20	Mulching Type 1 Hydro	SY	800.00	1.00	800.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Site #1 - 12 North Terrace N Total					83,962.00
Site #2 - 6375 31 St S					
21	Mobilization	LS	1.00	2,500.00	2,500.00
22	Traffic Control - Type 1	LS	1.00	1,000.00	1,000.00
23	Inlet Protection - Existing Inlet	EA	7.00	220.00	1,540.00
24	Remove Pavement All Thicknesses All Types	SY	927.00	6.00	5,562.00
25	Eliminate Water Service	EA	1.00	1,000.00	1,000.00
26	Remove Pipe All Sizes All Types	LF	68.00	10.00	680.00
27	Plug Pipe 6" Dia	EA	1.00	500.00	500.00
28	Remove Landscaping	LS	1.00	1,000.00	1,000.00
29	Clear & Grub	LS	1.00	500.00	500.00
30	Remove Tree	EA	1.00	900.00	900.00
31	Demolition	EA	1.00	5,000.00	5,000.00
32	Remove Foundation All Types	EA	1.00	15,000.00	15,000.00
33	Site Access Protection	LS	1.00	1,000.00	1,000.00
34	Fill - Contractor Supply	CY	208.00	15.00	3,120.00
35	Rem & Repl Shared Use Path 5" Thick Reinf Conc	SY	17.00	100.00	1,700.00
36	Site Grading	LS	1.00	2,100.00	2,100.00
37	Topsoil - Import	CY	285.00	17.00	4,845.00
38	Seeding Type B	SY	4,100.00	1.00	4,100.00
39	Mulching Type 1 Hydro	SY	4,100.00	1.00	4,100.00
Site #2 - 6375 31 St S Total					56,147.00
Site #2 Shed					
40	Remove Foundation All Types	EA	1.00	1,200.00	1,200.00
Site #2 Shed Total					1,200.00
Total Construction in \$					142,009.00

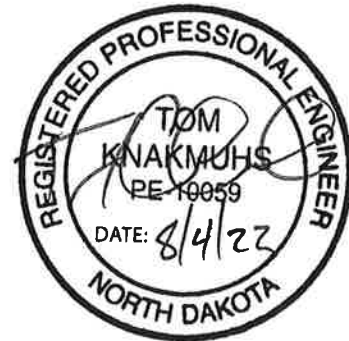
Engineering	10.00%	14,200.90
Admin	4.00%	5,680.36
Legal	3.00%	4,260.27
Interest	4.00%	5,680.36
Contingency	5.00%	7,100.45
Total Estimated Costs		178,931.34
Sales Tax Funds - Infrastructure - 420		106,086.18
Utility Funds - Water - 501		36,422.58
Utility Funds - Wastewater - 521		36,422.58
Unfunded Costs		0.00

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

Date: 08/03/2022



Thomas Knakmuhs
Assistant City Engineer



10

August 4, 2022

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

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

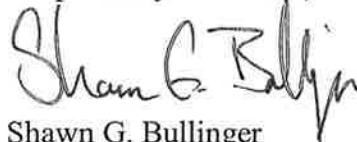
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent & temporary easement in association with Project #FM-19-C. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a permanent & temporary easement from **Chad Peterson** in association with Project #FM-19-C and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy J. Morris
Nathan Boerboom

MEMORANDUM OF OFFER TO LANDOWNER

Page 62
City of Fargo, Engineering Department

Project FM-19-C	County Cass	Parcel(s) 01-4060-00590-000
Landowner Chad Peterson		
Mailing Address 149 South Woodcrest Drive 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 offer the following amount of \$ 79,849.00 as full compensation for the fee and/ temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____	
Easement and Access Control	\$	<u>79,849.00</u>	
Improvements on Right of Way*	\$	_____	
Damages to Remainder	\$	_____	
Total Offer	\$		<u>79,849.00</u>

*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

PERMANENT EASEMENT
(Levee and Retaining Wall for Flood Control)

KNOW ALL MEN BY THESE PRESENTS that **CHAD PETERSON**, 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 12, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the most westerly corner of said Lot 12; thence South 39°37'39" East, along the southwesterly line of said Lot 12, for a distance of 146.15 feet to the true point of beginning; thence North 79°02'59" East for a distance of 107.90 feet to a point of intersection with the easterly line of said Lot 12; thence South 00°20'13" East, along the easterly line of said Lot 12, for a distance of 102.17 feet; thence South 80°29'40" West for a distance of 34.64 feet to a point of intersection with the southwesterly line of said Lot 12; thence North 39°37'39" West, along the southwesterly line of said Lot 12, for a distance of 113.47 feet to the true point of beginning.

Said tract contains 7,118 square feet, more or less.

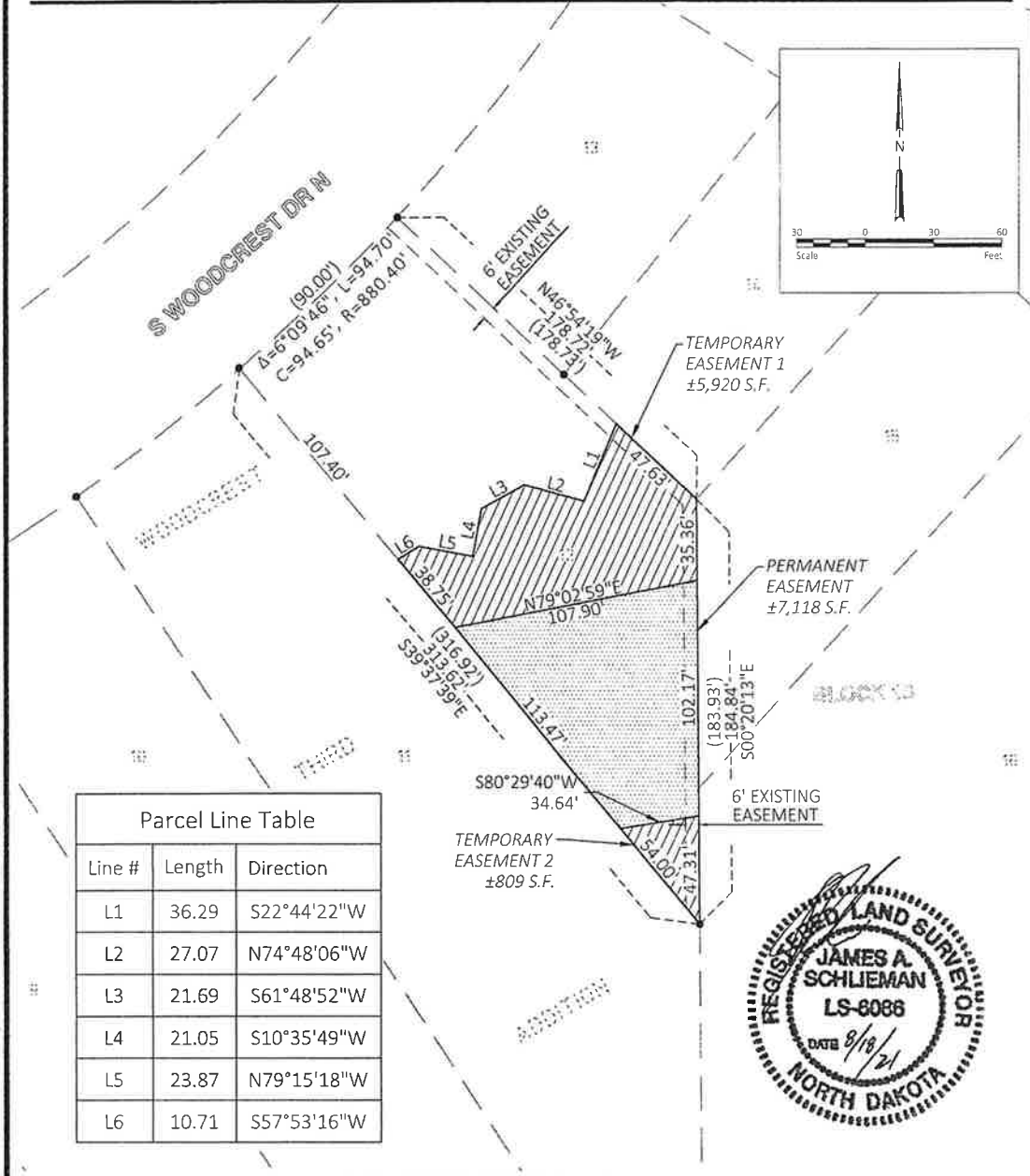
Said parcel is pictorially represented in Exhibit "A" hereto and made a part hereof.

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

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

(Signatures on following pages.)

PART OF LOT 12, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



Parcel Line Table		
Line #	Length	Direction
L1	36.29	S22°44'22"W
L2	27.07	N74°48'06"W
L3	21.69	S61°48'52"W
L4	21.05	S10°35'49"W
L5	23.87	N79°15'18"W
L6	10.71	S57°53'16"W

H:\JBM\6059\6059\6059_0165\CAD\Easements\Lot 12 Peterson Easement Exhibit.dwg-Sheet 1-8/18/2021 4:12 PM-(karel)



IRON MONUMENT FOUND
MEASURED BEARING S59°27'46"E
MEASURED DISTANCE 105.00'
PLAT BEARING (N57°00'00"W)
PLAT DISTANCE (105.00')
PERMANENT EASEMENT
TEMPORARY EASEMENT

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



EASEMENT EXHIBIT

PROJECT NO.
6059-0165

WOODCREST AREA FLOOD RISK MGMT PROJECT
CITY OF FARGO, CASS CO., ND

SHEET
1 OF 2

PART OF LOT 12, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

Description - Permanent Easement:

That part of Lot 12, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the most westerly corner of said Lot 12; thence South 39°37'39" East, along the southwesterly line of said Lot 12, for a distance of 146.15 feet to the true point of beginning; thence North 79°02'59" East for a distance of 107.90 feet to a point of intersection with the easterly line of said Lot 12; thence South 00°20'13" East, along the easterly line of said Lot 12, for a distance of 102.17 feet; thence South 80°29'40" West for a distance of 34.64 feet to a point of intersection with the southwesterly line of said Lot 12; thence North 39°37'39" West, along the southwesterly line of said Lot 12, for a distance of 113.47 feet to the true point of beginning.

Said tract contains 7,118 square feet, more or less.

Description - Temporary Easement 1:

That part of Lot 12, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the most westerly corner of said Lot 12; thence South 39°37'39" East, along the southwesterly line of said Lot 12, for a distance of 146.15 feet to the true point of beginning; thence North 79°02'59" East for a distance of 107.90 feet to a point of intersection with the easterly line of said Lot 12; thence North 00°20'13" West, along the easterly line of said Lot 12, for a distance of 35.36 feet; thence North 46°54'19" West, along the northeasterly line of said Lot 12, for a distance of 47.63 feet; thence South 22°44'22" West for a distance of 36.29 feet; thence North 74°48'06" West for a distance of 27.07 feet; thence South 61°48'52" West for a distance of 21.69 feet; thence South 10°35'49" West for a distance of 21.05 feet; thence North 79°15'18" West for a distance of 23.87 feet; thence South 57°53'16" West for a distance of 10.71 feet to a point of intersection with the southwesterly line of said Lot 12; thence South 39°37'39" East, along the southwesterly line of said Lot 12, for a distance of 38.75 feet to the true point of beginning.

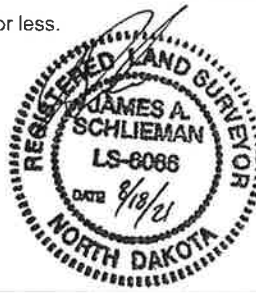
Said tract contains 5,920 square feet, more or less.

Description - Temporary Easement 2:

That part of Lot 12, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the most westerly corner of said Lot 12; thence South 39°37'39" East, along the southwesterly line of said Lot 12, for a distance of 259.62 feet to the true point of beginning; thence continue South 39°37'39" East, along the southwesterly line of said Lot 12, for a distance of 54.00 feet to the most southerly corner of said Lot 12; thence North 00°20'13" West, along the easterly line of said Lot 12, for a distance of 47.31 feet; thence South 80°29'40" West for a distance of 34.64 feet to the true point of beginning.

Said tract contains 809 square feet, more or less.



EASEMENT EXHIBIT

H:\BIN\6000\6059\6059_0165\CAD\Easements\Lot 12, Peterson Easement Exhibit.dwg-Sheet 2-8/18/2021 4:12 PM-(tkare)

PROJECT NO. 6059-0165	WOODCREST 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 **CHAD PETERSON**, hereinafter referred to as "Grantors", whether one or more, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of constructing, operating, maintaining and repairing a storm sewer, together with the customary appurtenances, said tract being more particularly described as follows:

That part of Lot 12, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the most westerly corner of said Lot 12; thence South 39°37'39" East, along the southwesterly line of said Lot 12, for a distance of 146.15 feet to the true point of beginning; thence North 79°02'59" East for a distance of 107.90 feet to a point of intersection with the easterly line of said Lot 12; thence South 00°20'13" East, along the easterly line of said Lot 12, for a distance of 102.17 feet; thence South 80°29'40" West for a distance of 34.64 feet to a point of intersection with the southwesterly line of said Lot 12; thence North 39°37'39" West, along the southwesterly line of said Lot 12, for a distance of 113.47 feet to the true point of beginning.

Said tract contains 7,118 square feet, more or less.

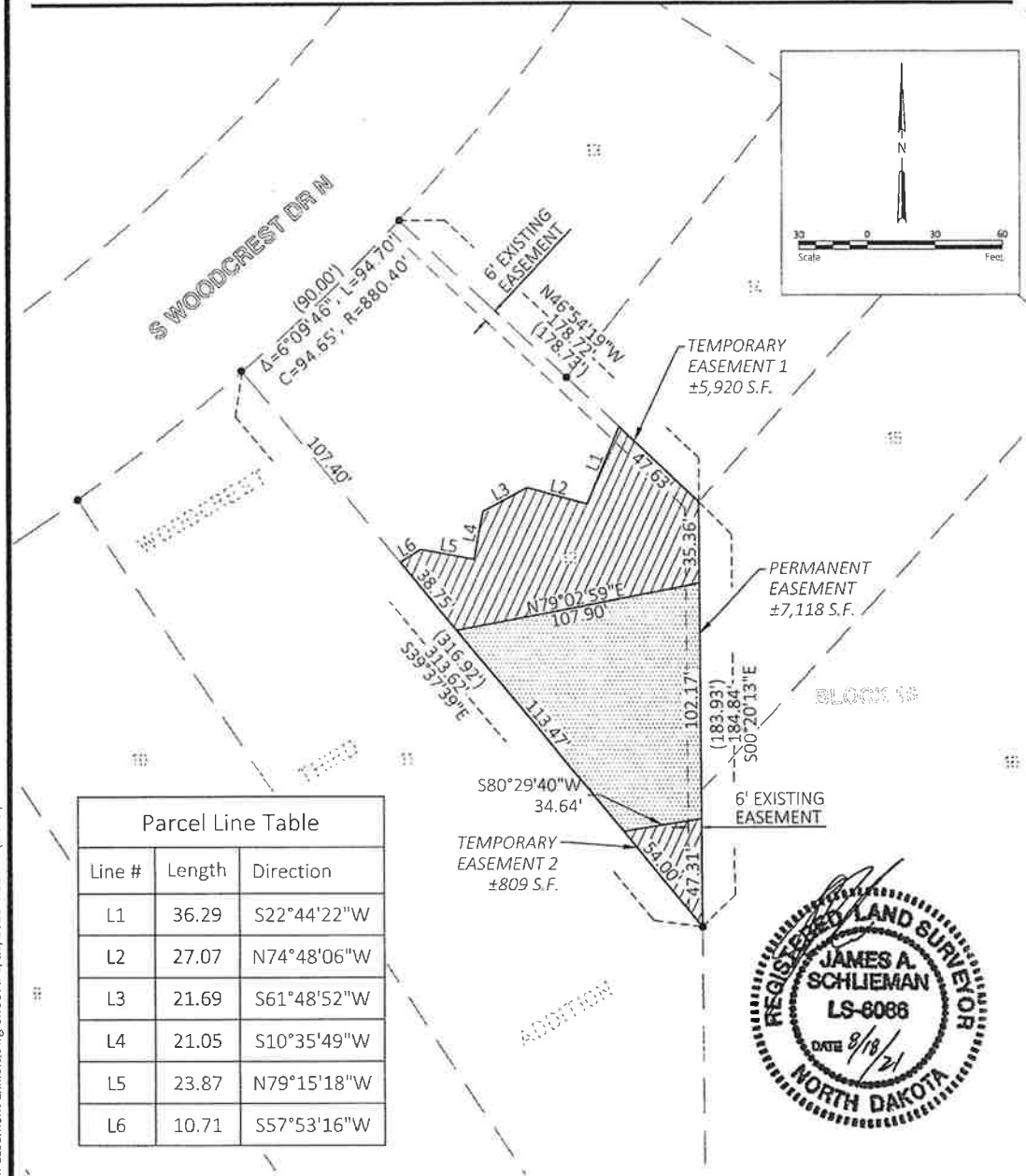
Said parcel is pictorially represented in Exhibit "A" hereto and made a part hereof.

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

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

(Signatures on following page.)

PART OF LOT 12, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



Line #	Length	Direction
L1	36.29	S22°44'22"W
L2	27.07	N74°48'06"W
L3	21.69	S61°48'52"W
L4	21.05	S10°35'49"W
L5	23.87	N79°15'18"W
L6	10.71	S57°53'16"W

IRON MONUMENT FOUND
MEASURED BEARING 559°27'46"E
MEASURED DISTANCE 105.00'
PLAT BEARING (N57°00'00"W)
PLAT DISTANCE (105.00')
PERMANENT EASEMENT
TEMPORARY EASEMENT

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



EASEMENT EXHIBIT

PROJECT NO.
6059-0165

WOODCREST AREA FLOOD RISK MGMT PROJECT
CITY OF FARGO, CASS CO., ND

SHEET
1 OF 2

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PART OF LOT 12, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

Description - Permanent Easement:

That part of Lot 12, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the most westerly corner of said Lot 12; thence South 39°37'39" East, along the southwesterly line of said Lot 12, for a distance of 146.15 feet to the true point of beginning; thence North 79°02'59" East for a distance of 107.90 feet to a point of intersection with the easterly line of said Lot 12; thence South 00°20'13" East, along the easterly line of said Lot 12, for a distance of 102.17 feet; thence South 80°29'40" West for a distance of 34.64 feet to a point of intersection with the southwesterly line of said Lot 12; thence North 39°37'39" West, along the southwesterly line of said Lot 12, for a distance of 113.47 feet to the true point of beginning.

Said tract contains 7,118 square feet, more or less.

Description - Temporary Easement 1:

That part of Lot 12, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the most westerly corner of said Lot 12; thence South 39°37'39" East, along the southwesterly line of said Lot 12, for a distance of 146.15 feet to the true point of beginning; thence North 79°02'59" East for a distance of 107.90 feet to a point of intersection with the easterly line of said Lot 12; thence North 00°20'13" West, along the easterly line of said Lot 12, for a distance of 35.36 feet; thence North 46°54'19" West, along the northeasterly line of said Lot 12, for a distance of 47.63 feet; thence South 22°44'22" West for a distance of 36.29 feet; thence North 74°48'06" West for a distance of 27.07 feet; thence South 61°48'52" West for a distance of 21.69 feet; thence South 10°35'49" West for a distance of 21.05 feet; thence North 79°15'18" West for a distance of 23.87 feet; thence South 57°53'16" West for a distance of 10.71 feet to a point of intersection with the southwesterly line of said Lot 12; thence South 39°37'39" East, along the southwesterly line of said Lot 12, for a distance of 38.75 feet to the true point of beginning.

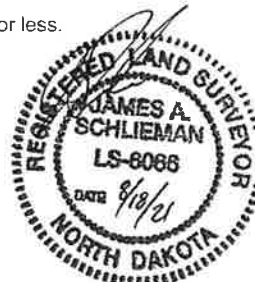
Said tract contains 5,920 square feet, more or less.

Description - Temporary Easement 2:

That part of Lot 12, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the most westerly corner of said Lot 12; thence South 39°37'39" East, along the southwesterly line of said Lot 12, for a distance of 259.62 feet to the true point of beginning; thence continue South 39°37'39" East, along the southwesterly line of said Lot 12, for a distance of 54.00 feet to the most southerly corner of said Lot 12; thence North 00°20'13" West, along the easterly line of said Lot 12, for a distance of 47.31 feet; thence South 80°29'40" West for a distance of 34.64 feet to the true point of beginning.

Said tract contains 809 square feet, more or less.



EASEMENT EXHIBIT

PROJECT NO.
6059-0165

WOODCREST AREA FLOOD RISK MGMT PROJECT
CITY OF FARGO, CASS CO., ND

SHEET
2 OF 2

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EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **CHAD PETERSON**, whether one or more, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), to him in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of levee and storm sewer construction and activities appurtenant thereto, said land being more fully described, to-wit:

That part of Lot 12, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the most westerly corner of said Lot 12; thence South 39°37'39" East, along the southwesterly line of said Lot 12, for a distance of 146.15 feet to the true point of beginning; thence North 79°02'59" East for a distance of 107.90 feet to a point of intersection with the easterly line of said Lot 12; thence North 00°20'13" West, along the easterly line of said Lot 12, for a distance of 35.36 feet; thence North 46°54'19" West, along the northeasterly line of said Lot 12, for a distance of 47.63 feet; thence South 22°44'22" West for a distance of 36.29 feet; thence North 74°48'06" West for a distance of 27.07 feet; thence South 61°48'52" West for a distance of 21.69 feet; thence South 10°35'49" West for a distance of 21.05 feet; thence North 79°15'18" West for a distance of 23.87 feet; thence South 57°53'16" West for a distance of 10.71 feet to a point of intersection with the southwesterly line of said Lot 12; thence South 39°37'39" East, along the southwesterly line of said Lot 12, for a distance of 38.75 feet to the true point of beginning.

Said tract contains 5,920 square feet, more or less.

AND

That part of Lot 12, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the most westerly corner of said Lot 12; thence South 39°37'39" East, along the southwesterly line of said Lot 12, for a distance of 259.62 feet to the true point of beginning; thence continue South 39°37'39" East, along the southwesterly line of said Lot 12, for a distance of 54.00 feet to the most southerly corner of said Lot 12; thence North 00°20'13" West, along the easterly line of said Lot 12, for a distance of 47.31 feet; thence South 80°29'40" West for a distance of 34.64 feet to the true point of beginning.

Said tract contains 809 square feet, more or less.

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

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

Grantor, his successors and assigns, further agrees they will not disturb, injure, molest or in any manner interfere with said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun.

This easement shall terminate on June 30, 2024.

(Signatures on following pages).

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

GRANTOR:

Chad Peterson

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 Chad Peterson, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)

Notary Public
Cass County, North Dakota



Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: August 4, 2022
Re: Bid Rejection for Police Department Headquarters Media Room Remodel (RFP22106)

Dear Commissioners:

On June 6, 2022, Facilities received a single bid for the construction portion of the Police Department Headquarters (PD HQ) Media Room Remodel. The budget for this portion was \$100,000. The bid came in at \$112,000.

In addition to being over budget, the selection committee also determined that the scope of the project needed to be refined. The committee recommends the rejection the bid and to rebid the project at a later date.

Recommended Action:

Approve recommendation to reject the bid for the PD HQ Media Room Remodel and the project to be rebid.



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FINANCE OFFICE

PO Box 2083


225 4th Street North

Fargo, ND 58102

Phone: 701.241.1333 | Fax: 701.476.4188

www.FargoND.gov

TO: BOARD OF CITY COMMISSIONERS

FROM: TERRI GAYHART, DIRECTOR OF FINANCE 

RE: ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) AND INDEPENDENT AUDITOR'S REPORTS

DATE: AUGUST 2, 2022

The Finance Department has completed the Annual Comprehensive Financial Report (ACFR) for the year ending December 31, 2021. This includes the Independent Auditor reports on our general purpose financial statements as well as all reports required by Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) for federal grant programs. The independent auditing firm of Eide Bailly & Co. LLP completed the audits. An unmodified opinion was provided reflecting adherence to financial requirements and standards. This means that the City is following generally accepted accounting principles and has an appropriate level of internal controls in place to safeguard municipal assets.

There were two audit findings/recommendations for changes in our internal control structures.

- The first finding was related to segregation of duties and the Schedule of Federal Expenditures. One City employee both prepared and reviewed the schedule. These duties should be split between two employees to ensure accuracy.
- The second finding was related to procurement, suspension, and debarment under the Drinking Water State Revolving Fund Cluster. In this case, the City utilized a sole source procurement methodology to award a contract in which multiple vendors existed that could do the work.

Finance Department staff have identified and are implementing corrective actions to ensure that these findings are resolved for the 2022 audit.

Commissioners met with the audit partner on July 20, 2022 to discuss the audit process, audit results and current financial trends.

I would like to express my appreciation to all Department Heads, Division Managers and employees that work with our financial systems throughout the year with a high degree of attention to detail and adherence to accounting policies and procedures.

The City's Annual Comprehensive Financial Report was submitted to the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting

program for review and grading under this voluntary quality control program. We have achieved this award for the past twenty-four years.

The entire Annual Comprehensive Financial Report is posted on the City of Fargo website for citizens and other interested parties to review. This includes the audit opinions, financial statements, statistical data and a schedule of federal financial assistance received by the City in 2021.

Suggested Motion:

Approve the Independent Auditor's report and the City's Annual Comprehensive Financial Report for the year ending December 31, 2021.



Independent Auditor's Report

To the Honorable Mayor
and Members of City Commission
City of Fargo, North Dakota
Fargo, North Dakota

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Fargo (City) as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, based on our audit, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of December 31, 2021, and the respective changes in financial position, and, where applicable, cash flows thereof and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards (Government Auditing Standards)*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, City employees' pension plan schedules: Schedule of changes in net pension liability (assets), schedule of employer contributions, schedule of investment returns, contributions and net pension liability (asset) as a percent of payroll, City's proportionate share of net pension liability (asset) and City's proportionate share of employer contributions, North Dakota Public Employee Retirement System Pension plan schedules: schedule of employer's share of net pension liability, schedule of employer contributions; Police Pension Plan schedules: Schedule of change in net pension liability, schedule of employer contributions, schedule of investment returns, and contributions and net pension liability as a percent of payroll; Fargo Firefighters' Relief Association Retirement Plan schedules: schedule of change in net pension liability, schedule of employer contributions, schedule of investment returns, and contributions and net pension liability as a percent of payroll; and North Dakota public Employee Retirement System OPEB Plan schedules: schedule of employer's share of net OPEB liability and schedule of employer contributions be presented to supplement the basic financial statements. Such information is the responsibility of management and although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund statements and schedules, and Capital Assets Used in the Operation of Governmental Funds section are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund statements and schedules, and the capital assets section, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 29, 2022, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Eide Bailly LLP

Mankato, Minnesota
June 29, 2022

CITY OF Fargo Fire Department

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MEMORANDUM

TO: FARGO CITY COMMISSION

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: AUGUST 4, 2022

SUBJECT: PUBLIC SAFETY BUILDING ELECTRONICS UPGRADE AWARD

In 2021, funds were obligated for an electronics upgrade to the classroom at the Public Safety Building. The project was delayed till 2022 due to the retirement of the Emergency Manager for the City of Fargo in 2021. Utilizing the State of North Dakota Stagenet contract 110, the Emergency Manager was able to secure the following bid for the upgrade from AVI Systems Inc. for \$128,688.79. AVI has also been approved by the City of Fargo as a sole source. (PBC17110)

RECOMMENDATION: Award of a sole source contract to AVI Systems Inc., in the amount of \$128,688.79. PBC17110

Retail Sales Agreement



AVI Systems Inc., 1930 E Century Ave Bismarck, ND, 58503-0640 | Phone: (701)258-6360, Fax: (701)258-2015

Proposal Number: 1124098
Prepared For: Fargo, City of
Attn: Matt Haugen

Proposal Date: August 02, 2022

EOC Building -VE version 1

Prepared By: Trent Slyter
Phone:
Email: trent.slyter@avisystems.com

BILL TO

Attn: Matt Haugen
Fargo, City of
225 4th Street N
Fargo, ND, 58102
Phone: (701)241-8146
Email:
Customer Number: 27414

SITE

Attn:
EOC Building
4630 15th Ave N, Fargo ND 58102
Fargo, ND, 58102
Phone:
Email:

COMMENTS

System is designed around presentation only. No audio or video conferencing is included, nor are provisions made to accommodate any such as yet undetermined systems that may be desired in the future. The core backend system does have the ability to support audio and video conferencing from the corresponding manufacture via the purchase of additional equipment.

System includes 5 HDMI inputs (1 in the rear of the room, 1 on the front wall, 1 at the podium and 1 under each side wall display.) Users also have the option to select up to (4) different wireless content sharing appliances to use as an input. The system provides the ability to have any input (wireless or wired) sent to any or all displays (or any combination thereof) desired. All 9 inputs are available at all times...there are no "either or" limitations with the system. Additional inputs and outputs can be added with the purchase of additional equipment as the system is not a "closed" system with a limited number of inputs and outputs.

Client is responsible to provide sources for "Maps, communications, data tracking, resources requests and other sources". (Typically, this would be via OFE computer connected to 1 of the above mentioned wired or wireless inputs.)

The room audio will be a single zone that provides sound from any of the available sources, including the podium and wireless mics.

System provides a total of 7 display devices

2 front screens and projectors

2 rear screens and projectors

2 85 inch (1) on each side wall

(1) 24 inch confidence monitor at the podium that will mirror 1 of the large front displays.

The system will have 1 handheld and 1 headset wireless mic with (1) rechargeable battery each and (1) charger. (1) lav mic will be included, (that can be used INSTEAD of the headset mic) but client understands that good gain before feedback is dependent on the volume of the guest speaker, proximity to overhead speakers, location of mic on lapel etc and it will not be equal in performance to the headset mic.

The system will be installed into the existing rack in the existing location. Neither the system nor the rack will be re-located.

Projection screens will be fixed frame white matte (rear location only) mounted on the walls with ALR screens for the front. All screens will be 119-120" diagonal to match the maximize size available for the ALR product.

The existing podium will be utilized.

Screens and projectors are proposed in consideration of budget and ceiling height. Client will likely want control of lighting near projection screens to improve picture quality by dimming the lights near the screens as desired.

In the event OFE equipment is defective, client is responsible for cost of replacements.

Given the nature of the use case (emergency operations center) a 1 year "bumper to bumper" on-site premium service agreement is included in the proposal cost vs a traditional limited warranty. This service level is unique to AVI and is currently provided on all of the other system deployments for the City of Fargo. Details are further outlined in the document below.

Deployment of system is completely dependent upon availability of equipment, which changes on an hourly basis. Client realizes that while all equipment proposed was available at time of generation, it may become unavailable at any time requiring substitution which may or may not affect the overall project price. AVI reserves the right to install utilizing the most efficient schedule possible based on availability of equipment, room and staff.

PRODUCTS AND SERVICES SUMMARY

Equipment	\$87,622.58
Integration	\$27,690.09
PRO Support	\$8,072.00
Shipping & Handling	\$5,283.52
Tax	\$0.00
Grand Total	\$128,668.19

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

The proposed project products adhere to the pricing requirements State of ND Stagenet contract 110.

The annual support contract is renewable on an annual basis and includes the following:

CUSTOMER CARE SERVICES TO BE PROVIDED

Customer Care is the ongoing care and maintenance services delivered to keep your System(s) functioning as originally designed and installed. AVI Systems will perform the services below, as further described in Definitions, for covered Systems.

Customer Care Entitlement Matrix					
Entitlement	Definition	System Support	Unified Communications	Digital Media	Service Level
Incident Management	AVI Systems provides Priority Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Included	Included	Included	Remote initiation within two (2) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Remote Support	AVI Systems provides remote Priority Support for supported systems to diagnose and resolve incidents.	Included	Included	Included	Remote response within (8) business hours, Monday through Friday during

					standard hours (8am-5pm local time, excluding holidays)
Onsite Support	AVI Systems provides Priority Support for technician dispatch to the client location to diagnose and resolve an Incident.	Included	Not Included	Not Included	Onsite priority response, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Software Update Assistance	AVI Systems provides labor to implement updates of existing software to correct software errors and/or resolve incidents	Included	Included	Included	
System Training	AVI Systems conducts user training to cover operation of the system and how to contact AVI Systems for support. Technical, Administrative, or Product Specific training is available separate from this agreement.	Included	Not Included	Not Included	Remote user training, scheduled at least one (1) week in advance
System Health Checks	AVI Systems personnel perform preventative maintenance. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Included	Not Included	Not Included	Two (1) System Health Checks per year, each scheduled at least one (1) week in advance

CUSTOMER CARE DEFINITIONS

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

Priority Support – Means all work under AVI Systems support agreements with Customers is scheduled ahead of any other on-demand work.

Remote Support – Means a service whereby remote calls made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

Onsite Support - Service level response assumes client location is within 60 miles of an AVI Systems Service Center. Additional travel costs may apply if the client location is beyond 60 miles of an AVI Systems Service Center.

Consumables – Means parts such as recording media, batteries, projection lamps and bulbs, etc. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Best Effort – Means AVI Systems strives to provide the Service or repair any Incident in an appropriate and generally accepted manner using the resources available but makes no promise in this reference.

Software Update Assistance – Defined as revisions of existing software which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separate from this agreement

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of CHECK. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI will invoice per the estimated payment schedule noted below, subject to modification due to executed change orders. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, etc.) are invoiced in summary.

<u>Estimated Invoice 1</u>	<u>\$51,467.28</u>	<u>40% Total Project Estimate Deposit, Due on Signature - No Tax Collected</u>
<u>Estimated Invoice 2</u>	<u>\$51,467.28</u>	<u>80% Total Project Estimate, (including any change orders) Invoiced when Equipment has been sourced/procured (plus tax on Payment 1 and 2)</u>
<u>Estimated Invoice 3</u>	<u>\$25,733.64</u>	<u>Remaining 20% Total - Invoiced upon AVI Notice of substantial completion of original job as bid</u>

Customer is to make payments to the following "Remit to" address:

AVI Systems
NW8393 PO Box 1450
Minneapolis, MN 55485-8393

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

Company

Signature

Printed Name

Date

AVI Systems, Inc.

Company

Signature

Printed Name

Date

SERVICES TO BE PROVIDED

None defined

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Description</u>	<u>Qty</u>
EOC Room	
4K@60 HDBaseT Transmitter	5
4K@60 HDBaseT Receiver	5
AirMedia® Series 3 Receiver 100 with Wi-Fi® Network Connectivity	4
4K60 4:4:4 Network Video Endpoint for the Q-SYS Ecosystem, software configurable as Encoder or Decod	6
PROCESSOR,CORE NANO-NA,100-240V,	1
Q-SYS peripheral providing 4 mic/line inputs. Up to 4 devices daisy-chainable. 1U-1/4W, powered over	1
Q-SYS peripheral providing 4 line outputs. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Et	1
Rack mount tray and blanking panels to mount up to four QIO units in a 1U 19" standard rack format.	1
Power Supply Accessory to support up to 4 QIO units with external power.	1
ACCESSORY,TSC-710T-G3,TSC-G3 7 & 10.1 IN TABLETOP STAND	1
Q-SYS 10.1" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	1
Q-SYS 5" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	3
4K@60 Wallplate HDBaseT Transmitter, USA model	4
4K@60 HDBaseT Receiver	4
"50' UHF Remote Antenna Extension Cable, BNC-BNC, RG8X/U Type"	2
In-line antenna amplifier for remote mounting. (470-902 MHz)	2
"In-line adapter. Supplies 12V DC bias power over coaxial BNC cable, includes PS23US"	2
"1/2 Wave Omnidirectional Antenna for UR4S+, UR4D+ Receivers, (518-578 MHz)"	2
"Passive Antenna Splitter/Combiner Kit. Includes Two Splitter/Combiners, Four Coaxial Cables, and At	2
Smart-UPS 2200VA LCD RM 2U 120V with SmartConnect	1
850NT 4K LED Display (No Touch)	2
Micro-Adjust Fixed Wall Mount X-Large	2
XL FUSION PULLOUT ACCS	2
WUXGA, 7500 Lumens, Laser Light Source,1.44 - 2.59 Throw Ratio, 28 lbs 1x HDMI (2.0), 1x HDMI (1.4a)	4
UNIVERSAL RPMA	4
8" CEILING PLATE WITH ONE SLOT	4
ADJ PIPE 18" TO 24"	4
PCT2485 Helium 24in wide black zero bezel, HID compliant projected capacitive multi-touch FHD IPS ed	1
10 Shock-Mounted Gooseneck, Cardioid, includes surface mount preamplifier	1
Q-SYS SCRIPTING ENGINE,8N,PERPETUAL	1
Q-SYS UCI DEPLOYMENT,8N,PERPETUAL	1
26-port network switch preconfigured for Q-SYS Audio, Video and Control with 24x PoE++ ports and 144	1
CAT6 550 23/4P UTP CMP BLUE	8
18OUT 20ARKMT 2-STG SRG	2
Sub-Total: EOC Room	
PARALLAX WITH PURE 0.8 59X104.5 120D	2
DA-SNAP DM 58X104NPA 119DIAG	2
"Combo System with SLXD1 Bodypack, SLXD4 Receiver, and MX153T Earset Headworn Microphone"	1

SINGLE HH SYS W/ BETA58A MIC 470-514MHz	1
DUAL DOCKING CHARGER FOR SLXD1/2, SB903	1
Lithium-Ion Battery for SLX-D	2
"50' UHF Remote Antenna Extension Cable, BNC-BNC, RG8X/U Type"	2
"Five-way active antenna splitter and power distribution system forQLX-D®, ULX®, ULX-D®, SLX®, and Microflex® Cardioid Lavalier Microphone	1
Integration Cables & Connectors	
EOC Integration	

- Engineering & Drawings
- Project Management
- Programming
- Cable Placement
- In Shop Fabrication
- On Site Integration
- Testing & Acceptance
- Travel
- Travel Expense

Sub-Total: EOC Integration

Sub-Total:

Total:

PRO SUPPORT:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSA1YR	AVI SYSTEMS	1 Year System Support Agreement	1.0000	\$8,072.00	\$8,072.00

Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.

INTEGRATION SERVICES

INTEGRATION SCOPE OF WORK

A. SUMMARY:

The City of Fargo would like to outfit their press room in the PD building to support local presentations as well as the ability to broadcast a live video signal to either Facebook or their community television channel with a similar level of video quality as their council chambers

B. SYSTEM DESCRIPTION:

Functionality Description:

- Displays:
 - (2) 85" Wall Mounted displays
 - (1) 24" monitors at the podium
 - (4) projectors and (4) fixed frame wall mounted 16:9 screens
- Source Devices:
 - (5) HDMI inputs
 - (4) wireless computer inputs via web browser directed to the proper IP address.
- Audio:
 - OFE existing ceiling speakers will be installed for local reinforcement of Presentation sources as well as the lectern and wireless microphones
 - Audio sources will include
 - (1) lectern gooseneck microphone used for broadcast and voice lift
 - (1) wireless handheld mic
 - (1) wireless headset mic with lav alternate

- Presentation source
- An Audio DSP will be provided to mix the levels in the room for 1 zone of audio.
- Video system
 - System will be an unlimited input/output system vs a closed system and can be expanded through the purchase of additional encoders and decoders.
- Switching:
 - All Presentation video sources will be switched by the encoder/decoder system.
- Controls:
 - (1) 10" touch panel will be installed at the podium
 - (3) 5" TP will be dispersed under the side LCDs and at the rear of the room
 - System on/off
 - Video Source selection
 - Simple volume controls for in room reinforcement
 - Mic mute
- Other provided equipment-none
- Equipment Location:
 - All rack mounted equipment will be placed in existing equipment.

C. EXCLUSIONS: The following work is **not included** in our Scope of Work:

All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.

- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment *AVI Systems not responsible for building related vibrations
- Installation of ceiling mounted projection screen
- All millwork (moldings, trim, cut outs, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted lifts and scaffolding are not included

D. CONSTRUCTION CONSIDERATIONS:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:

The room(s) match(es) the drawings provided.

- Site preparation by the Customer and their contractors includes electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.

- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building / facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling is to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. INTEGRATION PROJECT MANAGEMENT PROCESSES

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service transition

G. KNOWLEDGE TRANSFER (TRAINING)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility of the equipment integration.
- Provide systems configuration, checkout and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and "as built" system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of ceiling mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. **Changes In The Scope of Work** – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.
2. **Proprietary Protection of Programs** - AVI and client will BOTH store current and up-to-date versions of all programs, source code, IP schemes, DSP files etc for the duration of the project and following the project completion provide AVI is retained under an SSA agreement.
3. **Shipping and Handling and Taxes** --City will not be responsible for any damage until the equipment is located inside the city facility during installation. Ie: city will not pay for damage caused by AVI or others outside their control. However, city will be responsible if one of their contractors or employees damages the equipment while product is in city hall during installation. AVI will be responsible for any damages caused by personnel responsible for installation. The city of Fargo will ensure equipment is secured after equipment has been delivered to prevent theft.
4. **Title** – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.
5. **Security Interest** – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the North Dakota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI
6. **Risk of Loss or Damage** – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.
7. **Receiving/Integration** – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.
8. **Equipment Warranties** – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.
9. **General Warranties** – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. EXCEPT AS SET FORTH IN THIS AGREEMENT, AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NON INFRINGEMENT AND TITLE. CITY HAS RELIED ON AVI CONSULTING TO IDENTIFY PRODUCT WILL MEET THEIR NEEDS.
10. **Indemnification** – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement,. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly

negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement.

11. Remedies – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the North Dakota commercial code and other applicable laws.

12. Limitation on Liability – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE GREATER OF THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE OR \$1,000,000.

13. No Consequential Damages – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION WHOSE RIGHT TO BRING A CLAIM, ACTION OR LAWSUIT ARISES OUT OF THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS

14. Acceleration of Obligations and Default – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

15. Choice of Law, Venue and Attorney's Fees – This Agreement shall be governed by the laws of the State of North Dakota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of North Dakota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Cass County, North Dakota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified

16. General – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

17. Confidentiality. Each party acknowledges that certain material and information which has or will come into its possession or knowledge in connection with this Agreement may consist of confidential and proprietary information or data which is not readily ascertainable by proper means and which derives economic value, from not being generally known ("Confidential Information") and that the Customer, being a North Dakota political subdivision, is subject to the open records requirements of North Dakota law ((N.D.C.C. §44-04-17.1 *et seq.*). This includes certain computer software programs or source codes that meet the definition of "proprietary information" under said North Dakota law, including N.D.C.C. §44-04-18.4(7). Subject to applicable federal, state or local law, the Customer shall not disclose any Confidential Information concerning the company, unless required by law. If required to disclose any such information, Customer will give the company advance notice as soon as reasonably possible. This paragraph shall survive the termination of this Agreement for any reason.

18. No solicitation - To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

19. Price Quotations and Time to Install – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

20. Price Quotations – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.

CONTRACT AMENDMENT

CONTRACT NAME AND NUMBER: STAGENET NETWORK EQUIPMENT - #110

AMENDMENT NUMBER: 4

This amendment is made to #110 STAGEnet Network Equipment (Contract) between the State of North Dakota, acting through its Information Technology Department in cooperation with the Office of Management and Budget State Procurement Office (STATE), and AVI Systems, Inc. (CONTRACTOR).

The parties agree to the following terms and conditions and expressly agree that if any of the following terms and conditions conflict with any of the terms and conditions of the Contract, then, notwithstanding any term in the Contract, the following terms and conditions govern and control the rights and obligations of the parties.

The parties agree to amend the Contract as follows:

Compensation

Contract Section 4, Compensation, h. Purchasing Card. Upon mutual agreement by STATE and CONTRACTOR, STATE may make a payment using a government credit card. CONTRACTOR will accept a government credit card without passing the processing fees for the government credit card back to STATE.

Renewal

Contract Section 5, Term of Contract. The Contract commenced on January 1, 2017 for a period of 24 months with an option to renew the contract for up to four (4) years.




The Contract was previously renewed for 36 months.

The parties have agreed to renew or extend the Contract for an additional 12 months; therefore, the contract is amended to change the expiration date to December 31, 2022. The Contract has no renewals remaining. The Contract can be extended for an additional 12 months.

All other terms of the Contract remain in effect. This Contract Amendment is not effective until fully executed by all parties.

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EXECUTION

CONTRACTOR	STATE OF NORTH DAKOTA
AVI Systems, Inc	Acting through its Information Technology Department
BY: 	BY: 
Printed Name: Trent Slyter	Printed Name: Greg Hoffman
Title: AVP ND	Title: Director, Administrative Services
Date: 11-16-21	Date: 11/10/2021
STATE OF NORTH DAKOTA	
Acting through its ND State Procurement Office	
BY:  Angie Scherbenske (Nov 10, 2021 13:08 CST)	
Printed Name: Angie Scherbenske	
Title: Procurement Officer II	
Date: 11/10/2021	









Contract-Amendment-4-AVI

Final Audit Report

2021-11-10

Created:	2021-11-10
By:	Brandy Peterson (bpeterson@nd.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAei8NbsfCVOGRuo8D3JqZjuK68WNdc2A

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-  Email viewed by Angie Scherbenske (ankscherben@nd.gov)
2021-11-10 - 7:06:52 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Angie Scherbenske (ankscherben@nd.gov)
Signature Date: 2021-11-10 - 7:08:17 PM GMT - Time Source: server- IP address: 165.234.252.245
-  Document emailed to Greg Hoffman (gahoffman@nd.gov) for signature
2021-11-10 - 7:08:19 PM GMT
-  Email viewed by Greg Hoffman (gahoffman@nd.gov)
2021-11-10 - 10:08:35 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Greg Hoffman (gahoffman@nd.gov)
Signature Date: 2021-11-10 - 10:08:44 PM GMT - Time Source: server- IP address: 165.234.248.3
-  Agreement completed.
2021-11-10 - 10:08:44 PM GMT



(14)

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING *DF*
DIRECTOR OF PUBLIC HEALTH

DATE: AUGUST 3, 2022

**RE: NOTICE OF GRANT AWARD FOR PUBLIC HEALTH
EMERGENCY PREPAREDNESS AND RESPONSE WITH THE
NORTH DAKOTA DEPARTMENT OF HEALTH FOR THE CITY
READINESS INITIATIVE NO. G21.951 CFDA NO. 93.089 FOR
\$204,000**

The attached Notice of Grant Award for \$204,000 with the North Dakota Department of Health is for the City Readiness Initiative.

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

Suggested Motion: Move to approve the grant award for the Public Health Emergency Preparedness City Readiness Initiative.

DF/lls
Enclosure



NOTICE OF GRANT AWARD
NORTH DAKOTA DEPARTMENT OF HEALTH
 SFN 53771 (01-2020)

Grant Number G21.951	CFDA Name Public Health Emergency Preparedness (PHEP)		CFDA Number 93.089
FAIN Number NU90TP922054	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/27/2022	Grant End Date 6/30/2023
Federal Award Date 6/30/2022	Federal Awarding Agency Department of Health and Human Services		
This award is not effective, and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program PHEP – City Readiness Initiative (CRI)		North Dakota Department of Health (NDDoH) Project Code 6611HLH5273-11	
Grantee Name Fargo/Cass Public Health		Project Director Tim Wiedrich, Section Chief	
Address 1240 25 th Street South		Address 1720 Burlington Drive, Suite A	
City/State/ZIP Code Fargo, ND 58103-2367		City/State/ZIP Code Bismarck, ND 58504	
Contact Name Desi Fleming		Contact Name Juli Sickler, PHEP Director	
Telephone Number 701-241-1380		Telephone Number 701-328-2293	
Email Address Dfleming@fargond.com		Email Address jsickler@nd.gov	
	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$204,000	\$0	\$204,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$204,000	\$0	\$204,000
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service Grantee will complete the activities identified in Attachment A.			
Reporting Requirements Expenditure reports must be submitted within 30 days of incurring expenses or as required by the North Dakota Department of Health (NDDoH). Final expense report for the period ending June 30, 2023, must be received by July 15, 2023. A mid-year progress report, as prescribed by the NDDoH, must be submitted by January 29, 2023, for the period of July 1, 2022, through December 31, 2022. A year-end progress report, as prescribed by the NDDoH, must be submitted by August 31, 2023, for the period of January 1, 2023 through June 30, 2023. Payments will be processed upon Department approval of expenditure reports and progress reports.			
Special Conditions The language contained within the Centers for Disease Control and Prevention Grant Award issued to the Department of Health is attached by reference and made a part of this agreement. Expenses incurred related to the scope of service of this agreement will be covered as early as 7/1/2022.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDoH as signed by Grantee for the period of July 1, 2021, to June 30, 2023 [Fiscal Services Use Only: <input type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 8/4/22	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Tim Wiedrich, Section Chief Health Response & Licensure	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Chief of Staff	
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.			

G21.951
Fargo Cass Public Health
Attachment A

Required Activities:

1. Develop a schedule and plans to meet the requirements outlined in the Public Health Emergency Preparedness (PHEP) Operational Readiness Review Guidance on pages 6 through 11. Conduct three drills as required by Division of Strategic National Stockpile (DSNS) and submit the dates of the drills scheduled to NDDoH no later than September 10, 2022. Results of scheduled drills will be forwarded to the NDDoH no later than June 1, 2023, prior to submission by the appropriate method per the Center of Disease Control's requirement. After approval has been obtained by NDDoH, submit the appropriate documentation regarding the plans for drills and any other required reports by the appropriate method approved by the Center of Disease Control by no later than June 30, 2023.
2. Conduct one full-scale or functional mass prophylaxis dispensing exercise as approved by the NDDoH that includes all pertinent jurisdictional leadership and emergency support function leads, planning and operational staff, and all applicable personnel. Submit the resulting exercise data, after action report(s), improvement plans and other required reports to NDDoH for approval. After approval by NDDoH, submit documents by the appropriate method approved by the Center of Disease Control. The Functional/Full Scale exercise (FE / FSE) needs to be conducted only once over a 5-year period, currently 2019 – 2024.
3. Functional / Full Scale exercises and documents should be posted to the National Exercise Master Scenario Events List (NxMSEL).
4. Conduct one annual PHEP exercise incorporating access and functional needs (AFN) partners. The exercise requirement may be met by incorporating at least one AFN partner in a drill, a tabletop, a functional, a full-scale exercise, or during an incident or public health event in which the AFN partner participates. CRI jurisdictions must provide evidence that demonstrates involvement of AFN partners during an exercise, incident, or public health event.
5. Assemble State Strategic National Stockpile (SNS) and local City Readiness Initiative (CRI) planners to convene periodic CRI meetings to enable participants to engage in the exchange of CRI information, update SNS plans, educate and train volunteers and network to improve CRI program success.
6. Continue development and augmentation of Grantee's scalable plans with supporting infrastructure that is consistent with State plans so that the selected Metropolitan Statistical Areas (MSAs) are prepared to provide medical counter measures during an event.
 - Identify point of dispensing (POD) sites to accommodate the provision of antibiotics to the affected population.
 - Recruit volunteer staff for POD operations and populate the Public Health Emergency Volunteer/Medical Reserve Corps (PHEVR/MRC). Submit volunteer data in an approved format to NDDoH Emergency Preparedness and Response Office.
 - Orient and train volunteer staff (clinical and non-clinical) for POD operations. Training could include pre-event and/or just-in-time tools.
 - Conduct POD site surveys to ensure suitability of facilities in supporting POD operations. Operational manuals should be developed specific to each POD site.
 - Coordinate with state and local law enforcement to develop a comprehensive security plan.
 - Coordinate with jurisdictions across the MSA to ensure consistent health communication messaging and dissemination of public information.
 - Maintain plans that are consistent with State plans to provide prophylaxis through alternate methods to increase population throughput to decrease the burden on

PODs. Examples include Drive-thru POD, company prophylaxis, mobile mass prophylaxis teams, closed POD.

- Determine threshold criteria for shifting from a clinical dispensing model to a non-clinical model of dispensing.
7. All plans must be available in the NDDoH HAN Document Library. CRI plans must be reviewed and updated annually.

Other activities must be mutually agreed upon between Fargo Cass Public Health and the North Dakota Department of Health Emergency Preparedness and Response Division.



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

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Fargo Cass



Public Health
Prevent. Promote. Protect.

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS
FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH
DATE: AUGUST 3, 2022
RE: NOTICE OF GRANT AWARD AMENDMENT FROM USDA AND NORTH DAKOTA DEPARTMENT OF HEALTH SPECIAL SUPPLEMENTAL NURTRION PROGRAM FOR WOMEN, INFANTS AND CHILDREN, GRANT NUMBER G21.413A, CFDA 10.557

The following Notice of Grant Award amendment is to fund the Women, Infant and Children services located at Fargo Cass Public Health. This program assists in making specific nutritionally desirable foods and nutrition education available for eligible pregnant women, infants and children within our region. They are amending the original award to include an additional \$25,425.

The following budget adjustment is required for this amended grant agreement:

Table with 3 columns: Category, Code, Amount. Rows include 2022 Revenue WIC (\$25,000), 2022 Expense Computer Equipment (\$11,000), and 2022 Expense Out State Travel (\$5,285).

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

Suggested Motion: Move to approve the award from North Dakota Department of Health & USDA.

DF/ls
Enclosure



NOTICE OF GRANT AWARD
NORTH DAKOTA DEPARTMENT OF HEALTH
 SFN 53771 (01-2020)

Grant Number G21.413A	CFDA Name Special Supplemental Nutrition Program for Women, Infants and Children		CFDA Number 10.557
FAIN Number 223ND707W1003	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 10/1/2021	Grant End Date 9/30/2022
Federal Award Date 10/1/2021	Federal Awarding Agency U.S. Department of Agriculture		
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program Women, Infant and Children (WIC)		North Dakota Department of Health (NDDoH) Project Code 4551 HLH 5152 01	
Grantee Name Fargo Cass Public Health		Project Director Amanda Varriano	
Address 1240 25 th St. S		Address 600 East Boulevard Ave, Dept. 301	
City/State/ZIP Code Fargo, ND 58103		City/State/ZIP Code Bismarck, ND 58505-0200	
Contact Name: Kim Vance		Contact Name: Amanda Varriano	
Telephone Number: 701-277-1455		Telephone Number: 701-328-2496	
Email Address: kvance@fargond.gov		Email Address: alvarriano@nd.gov	
	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$25,425	\$0	\$25,425
Previous Funds Awarded	\$545,000	\$0	\$545,000
Total Funds Awarded	\$570,425	\$0	\$570,425
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service This amendment provides additional funding of \$25,425 for the following: \$500 for staff International Board of Lactation Consultant Examiners (IBCLC) education, \$11,000 to purchase five (5) desktop computers, \$5,285 to attend the National WIC Association conference, and \$8,640 for administrative costs related to staff maternity leave. All other scope of service requirements of the original agreement remain the same.			
Reporting Requirements All reporting requirements of the original agreement remain the same.			
Special Conditions None.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDoH as signed by Grantee for the period of July 1, 2021 to June 30, 2023 [Fiscal Services Use Only: <input checked="" type="checkbox"/> Requirements Received; <input checked="" type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 8/4/22	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, RN, MSN, Director of Public Health		Typed Name/Title of Authorized Representative Deanna Askew, Director, Division of Family Health & Wellness	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Chief of Staff	
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.			



Fargo Cass Public Health
1240 25th Street South
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Fargo Cass



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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS
FROM: LARRY ANENSON JR., PhD, RN 
DIRECTOR OF HEALTH PROTECTION AND PROMOTION
DATE: AUGUST 3, 2022
RE: SMOKING IN PUBLIC INDOOR WORKPLACES PROHIBITED

Dear Mayor Mahoney and Commissioners,

I seek your permission to work with the City Attorney to research and present appropriate amendments to the City of Fargo Municipal Code Article 10-11, Smoking in Public Indoor Workplaces Prohibited.

Fargo Municipal Code Article 10-11 governs smoking in public workplaces. The code references the North Dakota Century Code Smoke Free provisions, N. D. Cent Code §§ 23-12-09 et seq. In enacting its own Smoke Free ordinances in 2008, Fargo modified the statute by prohibiting smoking in areas otherwise permitted by the State, specifically bars, enclosed areas of truck stops only accessible to adults, and leased or rented space for private functions, within certain parameters. The State has since modified its Smoke Free statutes several times, prompting a need for revisions to the existing Fargo ordinance, including the title.

In addition, Fargo Cass Public Health desires to add cigar lounges as prohibited spaces. Because tobacco is the leading cause of preventable death in the United States and there is no safe level of secondhand smoke, allowing smoking in cigar lounges will have a negative impact on the health of the citizens of Fargo.

If you have questions, please contact Larry Anenson Jr. at 241.8575.

Suggested Motion: I move to direct the City Attorney to research and present for consideration appropriate amendments to the Fargo Municipal Article 10-11, as it relates to "Smoking in Public Indoor Workplaces Prohibited."

LA/lls



Fargo Inspections

City of Fargo
225 Fourth Street North
701-241-1561
Fax: 701-476-6779

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Memorandum

TO: Board of City Commissioners
FROM: Shawn Ouradnik, Inspections Director
DATE: August 4, 2022
SUBJECT: Dangerous Building Notice and Order at 437 23rd Street South, Fargo

The property owner of 437 23rd Street South, Fargo has failed to comply with the 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, a hearing date is being requested for August 22, 2022.

RECOMMENDED MOTION: To schedule a Public Hearing for August 22, 2022 at 5:15 p.m. for the property located at 437 23rd Street South.

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MEMORANDUM

Planning & Development
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: planning@FargoND.gov
www.FargoND.gov

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR *NC*

DATE: AUGUST 3, 2022

RE: NOISE ORDINANCE (FMC CHAPTER 11) AND SIDEWALK PERFORMERS (FMC CHAPTER 18-03) UPDATES

While staff continues to work with the City Attorney to revise existing ordinances, as well as tackle the issue of enforcement, I am presenting to you today the public comments received to date regarding the ongoing activity in the downtown area relating to sidewalk performers and pushcart vendors. As you will recall at your last meeting, the City Attorney presented a letter memo outlining many of the issues encountered with the present ordinances, including permit issuance, noise ordinance and amplified sound permit discrepancies, and the need for enforcement guidance. Since that time staff has sought public input via the City website, held meetings with DCP and BID representatives, and embarked on a review of existing ordinances in other jurisdictions.

Staff is unanimous in its recommendation to eliminate the need for sidewalk performers to secure permits, but needs to consider further the rules already in place and enforcement of the rules. Further, staff needs additional time to evaluate the use of amplified sound equipment, when permits may be required and where, the appropriate decibel levels, and again, enforcement of violations.

For this reason, staff and the City Attorney are not prepared to present revised ordinances in the time frame previously identified, but assure this Commission that work is ongoing and that any recommendations will be fully vetted and presented for approval in a timely manner.

Public Comments On Ordinance Change Article 11-02 and Article 18-03	
Name	Comment
Martin Aas	Keep permits and limit sound after 10 pm as people need their sleep. I hear that Downtown at night is one of the best place and time to buy drugs.
Lane Greer	29 pages? Probably two pages of actual material, the rest being jargon.
Jason Bursack	Do not suspend the need for sidewalk "entertainment" permits. Make them as difficult to get as possible. Absolutely do limit the use of amplifying sound as much as possible. Outdoor concerts should not be held in places like the Southtown Pourhouse parking lot - there is no dampening effect and it's a residential neighborhood.
Brenda Nielsen	Broadway square is a community venue that's bringing people together but is located along a main thoroughfare. They currently have to be overly cautious (my opinion) about the volume of their audio for events like movies, fitness events, etc. I would favor time restrictions for noise over volume restrictions- within reason.
Kathy Bonnichsen	I support that they remove the requirement that a permit is needed for street performers.
N/A	Don't forget if you are going to enact any law, then you should be able to enforce it. In the case of limiting sound on public way that suggests that any officers be equip with a Decibel meter. Will you do that? If not, people lose faith that the laws have any basis in reality. Also, if you are going to do that, then maybe, then maybe you can get them to measure the volume registrered by a motorcycle, non-muffling exhausts extensions put on car, on car audio systems. I have a bigger problem with that, I've never noticed any loud noise from sidewalk. (Maybe you could send them to my apartment building to register the air conditioner's volume in a quite space at like 4am, too.)
Timothy Jensen	For the street performers, I'm very much a fan of removing fees and allowing anyone to perform. I used to live downtown and never had issues with amplifiers, but I think most entertainers can do without so that can change too. As to food carts, they are a huge value add to downtown. I don't drink, but I love going downtown to bar concerts and finishing it off with some food on my way home. I support adding money to the fees to offset BID cleaning up the streets. Food walks away and isn't practical for vendors to clean up a half mile by a quarter mile square. I aggressively defend the hours of food carts and say they don't go late enough. They should be able to be open until 3AM for safety. This allows people who drank at bars to eat food, walk the alcohol off, and better determine if they should drive. I feel fargo philly and the hot dog peddler have saved lives. I have seen drunk people eat, sober, and realize they should uber. Food trucks and food carts are one of my favorite things about Fargo. I want more of them, all day long, not less.
Namarie Dansuri-Keating	I'd prefer we not let the sound downtown be louder than it already is. And I'm worried the lack of permits to street performers might mean more chaos & aggressive panhandlers on our streets. When street performers have to get a permit, it makes them make sure they have a good act. It helps to weed out the people who are just trying to get money for alcohol or drugs.
Jennifer Stark	No amplified noise please. As a downtown resident it's very disturbing to the neighborhood.
Kristi Hallock	I am opposed to amplified music by street performers.
N/A	I am opposed to amplified music by street performers.
Mark Kolstad	Amplifier use by street performers should be prohibited.
Susan Kolstad	I oppose all amplified music by street performers!
N/A	People should have to have obtained permits for amplifying sound. This should be restricted to certain hours were it ends at 10pm. In the past this issue has not been handled correctly as I have called on noisy neighbors after 10pm as per ordinance and nothing was done. It is disruptful to the community when after 10pm especially those that have children which hinders there sleep/development. I have also encountered fireworks usage before and after the fourth of july within city limits. I encourage the noise ordinance to be more enforced especially when it comes to permits since if there is none people will be using amplified sound all the time with some not knowing how to use the equipment therefore causing a safety hazard.
Mitchell Campbell	It sounds like the real issue is noise from the street performers and not the food trucks. So, I agree with the proposal to shut the street performers down at 10 PM. However, I think the food trucks should be left alone, other than reminding them to clean up after themselves.
Owen Piehl	I find it asinine that the City of Fargo would want to lose the increased foot traffic that is provided by having street performers and allowing vendors to stay open until bars close. As a college town with a growing economy, these people are a valuable asset as they contribute to the overall feel of downtown and the culture that makes Fargo great. We can put up a mural of Bob Dylan, but if the next Bard were here, playing on Broadway for the few people who are interested, we would throw him out? It's a disappointing goal to have and taking people's livelihoods and ability to share creatively is not something to aspire to as a city.
Bradley Bredell	Noise is an issue but it's impossible to stop on Friday and Saturday when there are 10k people Downtown. But Sun-Thurs are manageable. Continue to issue permits for food vendors and carts 7 days a week. People need food options to help stay sober and not many restaurants are open late. I would argue its dangerous to cut off a source of food. Let them play music at a super low level at all times. Street performers don't disturb people in the day time since everyone is at work. Allow them in the day time on weekdays (like Noon-5) and on weekends until 10 pm. Dont issue any amplified noise permits Sunday- Thursday. Allow them on Friday and Saturday but enforce the law after 10 Seems like a good compromise that keeps Downtown festive and lively on the weekends but allows residence peace and quiet during the work week
Matt Hewitt	11-02: I think people should be able to do street (sidewalk) performances without needing a permit. Shouldn't need to ask permission to do something like that.
Dan Martinson	Why did someone think it was a good idea Romantix would move to Broadway. I have worked across the street from that building for 48 years and am having a real hard time with something I find totally unacceptable. I always think about the families who are encouraged to dine and shop downtown but now the parents have to answer a question they never before were asked. I fully realize my 2 cents has no bearing on anything but I am hoping there is somewhat of an uprising from everybody who thinks this is not a good thing for Broadway.
Michael Bush	The sidewalk performers do not bother me at all.
N/A	Make it easier for entertainers to perform downtown. Arts are vital to our culture! Suspend entertainment permits.
Riley Kruger	I think this would be an awesome idea to see street performers and music acts downtown! Especially if they're willing to brave the fargo cold to be out there, I also think it would help draw more people to our amazing downtown area.

Brian Kappel	Fantastic idea. I like the thought of continuing to develop a positive entertaining culture downtown.
Richard Henne	<p>The city doesn't need any sort of sidewalk entertainment/solicitors. We already have an ordinance against the later. Sidewalks are there for a reason, to aid walking, and for people to have to walk around people and deal with their antics leads to more confutations downtown, which is the last thing they need. The street performers can preform in the parks and if people want to see them, they can go there without affecting others whom have no interest in their "arts". It affects safety and commerce and what if a business they set up in front of doesn't like or agree with the type of performance they are doing? Sounds like you are trying to turn Fargo into San Francisco and more of their issues will follow. Push carts just get in the way so if you want to run a business, buy a store front or food truck. Any sort of amplified noise should not be allowed in this town, including air horns and mega phones. Don't we have disturbing the peace ordinances addressing these types of things? Or are they just not enforced, typical. Aren't peoples voices loud enough that we allow this? We have muffler restrictions for a reason and quite zones for trains but we just can't shut people directly down? Has anyone ever been told NO? Trust me, I think we can all hear you loud enough without enhancements.</p>
Adrienne Olson	<p>On behalf of Kilbourne Group, we support the City of Fargo's efforts to update the noise ordinances and agree with the recommendations put forth by the City attorney and planning department. Kilbourne Group works to foster an "18-hour city" in which there are early morning business openings and after-hours activities. Small, locally owned businesses are the foundation of Downtown Fargo and they have a vested interest in ensuring downtown right of ways, like sidewalks, are active, vibrant, and accessible. This is predicated on the mutual respect of all citizens and visitors, as well as personal responsibility and legal restrictions to ensure the rights of all to enjoy and use the space. Kilbourne Group recognizes that street performers and food carts are an integral part of downtown Fargo's distinctive and unforgettable culture. We appreciate the City's efforts to find a balance between the needs of the businesses, their customers, and the residents of the downtown neighborhood. We support the elimination of the street performer permit and the proposed restrictions of decibel levels, accompanied by enhanced, enforceable penalties. We agree with the City's recommendation to raise allowable decibels from 7 a.m. to 10 p.m. to 80, and drop allowable decibels at 10 p.m., seven days a week. Many restaurants/lounges in downtown deploy outdoor patios with music as part of their business strategy. For this reason, we recommend parameters on how close to these established businesses street performers can play to eliminate competing noise which degrades customer and visitor experience. We look forward to further discussions on how this can be addressed. Food truck and pushcart clean up creates an extra scope of work for the Business Improvement District (BID) Team. We also agree with the suggestion to assess foot cart operators a fee that would be passed along to the BID to cover the extra cleaning costs. As you consider broader changes to the noise ordinance, we recommend benchmarking the Des Moines, Iowa ordinance, as it directly addresses main outdoor venues and events individually.</p>
Dave Anderson	*Please see attached document
Chris Zerr	*Please see attached document

From: Dave and Linda Anderson, [REDACTED]

Thank you for this opportunity to express a few points about our downtown neighborhood... and we stress neighborhood!

For more than two decades the community of Fargo has invested millions upon millions of dollars, tens if not hundreds of thousands of planning and building/construction hours and who knows the quantity of blood, sweat and tears to breathe new life into the core of our city. And what a gem it has become, sustaining long-time businesses through thick and thin, giving birth to new businesses and the employment that they have generated and homes ... new homes to thousands of downtown residents where twenty years ago there were a few hundred in marginal and substandard apartments.

We have, together, brought together a broad, diverse, mixed population of souls with many needs, wants and wishes. We want to stress "diverse" because diversity has always been a goal of Downtown's vision. And with diversity comes the challenge of respecting and accommodating the accompanying needs, wants and wishes.

When the project began in earnest in 1999 and in the early years of the new century, Downtown's longtime champion, Margie Bailly assembled a number of important players in downtown to give focus to "a common code of conduct" for our emerging downtown neighborhood because we were already feeling the pressures and responsibilities to each other to find ways of being good neighbors and, at the very least, to find ways of getting along when tensions emerged. That group did a lot of good ... maybe we need an assembly of those kinds of folks again!

To the point, though, as neighbors we found ways to co-exist. We worked out the late-night sound and noise issues then and the solutions may be what we can use now. Street performers wanted to perform and they were accommodated. At that time we organized street dances on Broadway that were held each month with the cooperation of the City, the police department and the business community. Now that we have so many who call downtown home, we need to hear their concerns too! One of those is that amplified sound in the late evening may prevent many from the peace and enjoyment that they desire in their residence, not to mention simply getting a good night's rest to prepare for the next day. Our city already has an ordinance in place that should be our guide ... after ten o'clock voices or sounds from instruments should not be audible beyond several feet. Maybe we need to tweak that a bit but let's do so in a spirit of making a compromise that accommodates the diverse interests of the neighborhood

The same can be said for the independent businesses who wish to sell food and beverages to the evening patrons of downtown. These are popular establishments and we would hope will be open to the "common code of conduct" that can be re-established with some creativity and open conversation. It might be that we can come around some ideas for weekday evenings versus weekend evenings when circumstances around rest and working hours are different. The question of whether to issue permits for food trucks probably also requires an open conversation with the food truck operators and the "fixed base" restaurants in downtown.

These aren't particularly easy questions, we don't have to reinvent the wheel. Communities across the land are doing creative things to thrive and make their downtowns great! We can learn from those who've gone before us.

Thank you for the opportunity to share some thoughts and ideas.

Dave and Linda Anderson

Chris Zerr

"Amplified sound permit"

-needs to be defined as to the purpose of the permit.

-Makes sense to only need one if a person intends to exceed the dB levels that are allowable. You cannot restrict anyone from using an amplified speaker if they are not exceeding the allowable.

You cannot restrict the hours of anyone wanting to perform in public as long as they do not exceed the allowable dB.

Food carts grease solution: perhaps some sort of mat can be placed under the cart to stop that, seems simple enough.

It appears that you may be trying to stop "amplified sound" permits in public row. Is this a tactic to find a way for street performers to not use amps? You can't stop amps as long as it is not exceeding allowable dBs.

Food carts need to be open till 2:30 or even 3:00 a.m. There is no place to eat downtown at this time

-suggest turning speakers down at 12:00 a.m. but food needs to remain.

The dB of 80 (or whatever is determined) needs to go to midnight on fri/sat. Also the patios must stop their music at the same time you are attempting to restrict street performers.

Have you studied other cities as Commissioner Strand suggested in the meeting? San Diego may be a good one to look into.

Nancy stated in the meeting: "There is actually a rule already in place that the street performers must cease at 10:00 p.m." I believe that this is not true or enforceable. They can enforce the street performers from a noise ordinance perspective wherein they cannot exceed the allowable dB (that will be determined) for overnight times.

How do you place to study the dB level parameters that you are changing?



99

FARGO POLICE DEPARTMENT
CHIEF DAVID B. ZIBOLSKI
105 25th Street North
Fargo, ND 58102-4002
Main Line: 701.235.4493 | Fax: 701.297.7789
FargoPolice.com

August 1, 2022

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

RE: Ordinance amendment – “Impounded animals - procedure for impounding.”

Dear Mayor Mahoney and Commissioners,

I seek your permission to work with the City Attorney to draft amendments to the City of Fargo ordinance, section 12-0106, “Impounded animals - procedure for impounding.”

Fargo Municipal Code section 12-0106 currently requires every police officer to apprehend dogs or cats running at large: “It shall be the duty of every police officer or any other person... to apprehend any dog or cat running at large...” This requirement puts a strain on police officer time and resources. In addition, the Community Resource Officers often have specific equipment to catch and hold the animals at large. We are seeking an amendment to make the ordinance permissive rather than mandatory. Community Resource Officers will continue to handle animal at large situations and police officers will assist when appropriate.

Suggested Motion: I move to direct the City Attorney to prepare amendments to Fargo Municipal Code, section 12-0106, as it relates to “Impounded animals - Procedure for impounding.”

Sincerely,

Captain Chris Helmick

(20)



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

NEIGHBORHOOD SERVICES DIVISION

MEMORANDUM

To: Chief David Zibolski

From: Captain Chris Helmick *CH*

Date: 07.13.2022

RE : June 2022 Traffic Enforcement Efforts

During the month of June, Neighborhood Services continued to place a heavy emphasis on traffic enforcement. In particular, officers paid special attention to speeding, racing, noise and other related offenses. Grant funding from the ND Department of Transportation was used to staff overtime traffic details, and Shift Commanders designated times where staffing allowed officers to be assigned solely to traffic enforcement. In addition, officers were encouraged to do more traffic enforcement throughout the month. The following is a summary of the month's activity:

Areas of Focus: officers concentrated their efforts on major traffic corridors around the city including:

- 19th Ave N
- 12th Ave N
- 10th St N
- South University Dr
- 45th St S
- 32nd Ave S
- 52nd Ave S

Total number of traffic stops in June:	732 (728 in May 2022; 717 in June 2021; 2% increase over last year)
Number of traffic citations for June:	363 (584 in May 2022; 356 in June 2021; 2% increase over last year)
• Speeding:	193 (264 in May 2022; 149 in June 2021; 30% increase over last year)
• Exhibition Driving	9
• Careless Driving	5
• Racing	1
• Reckless Driving	1

On Saturday, June 25, Fargo PD officers worked as part of the ND Highway Patrol operation specifically targeting street racers and fleeing vehicles. During that operation, Fargo PD officers wrote 24 citations. We are working on finding another date this summer for future air operations.

Attached to this memo, you will find traffic enforcement data compiled by IAU.

RECEIVED
FARGO POLICE DEPARTMENT
JUL 21 2022
DAVID B ZIBOLSKI
CHIEF OF POLICE
REF: FILE - NSO TRAFFIC ✓

cc: P. SWIFT FOR 8/8 COMMISSION REPORT
& SMARTFORCE POST

FARGO POLICE DEPARTMENT

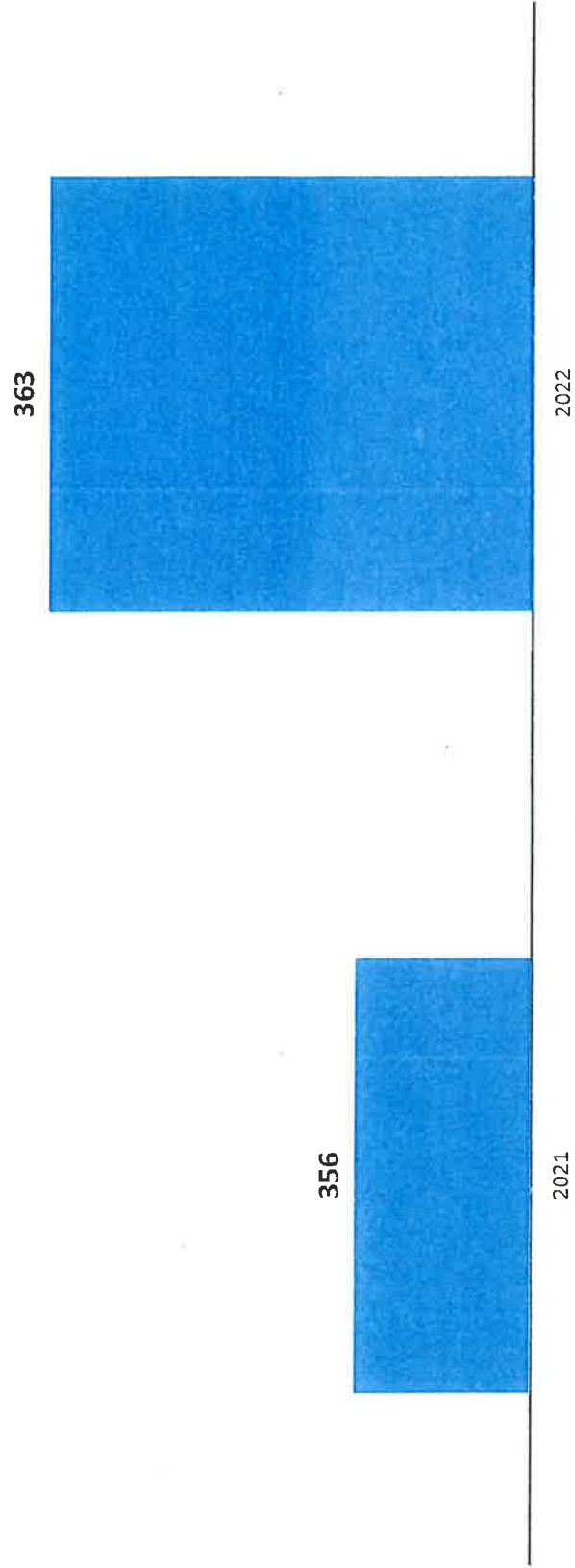
INTELLIGENCE AND ANALYSIS UNIT

June 2022 Traffic Enforcement



Total Traffic Tickets

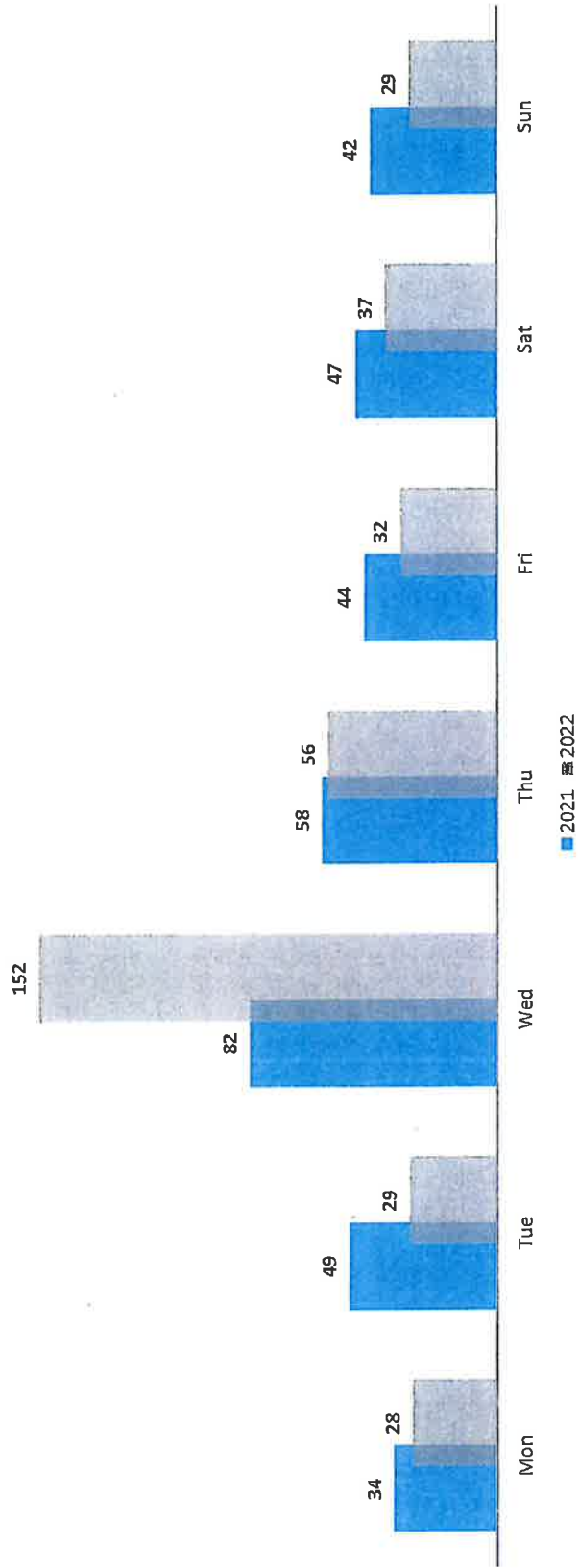
Total Traffic Tickets June



FARGO POLICE DEPARTMENT ★ INTELLIGENCE AND ANALYSIS UNIT

DOW

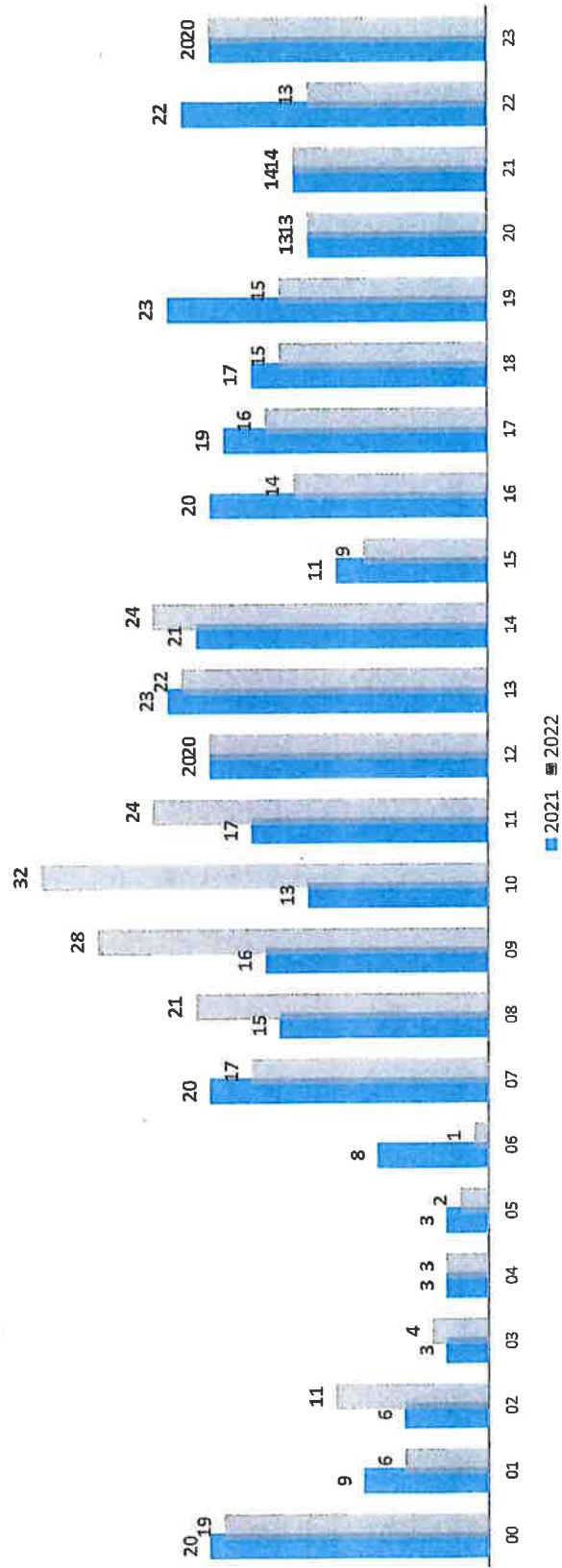
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FARGO POLICE DEPARTMENT * INTELLIGENCE AND ANALYSIS UNIT

TOD

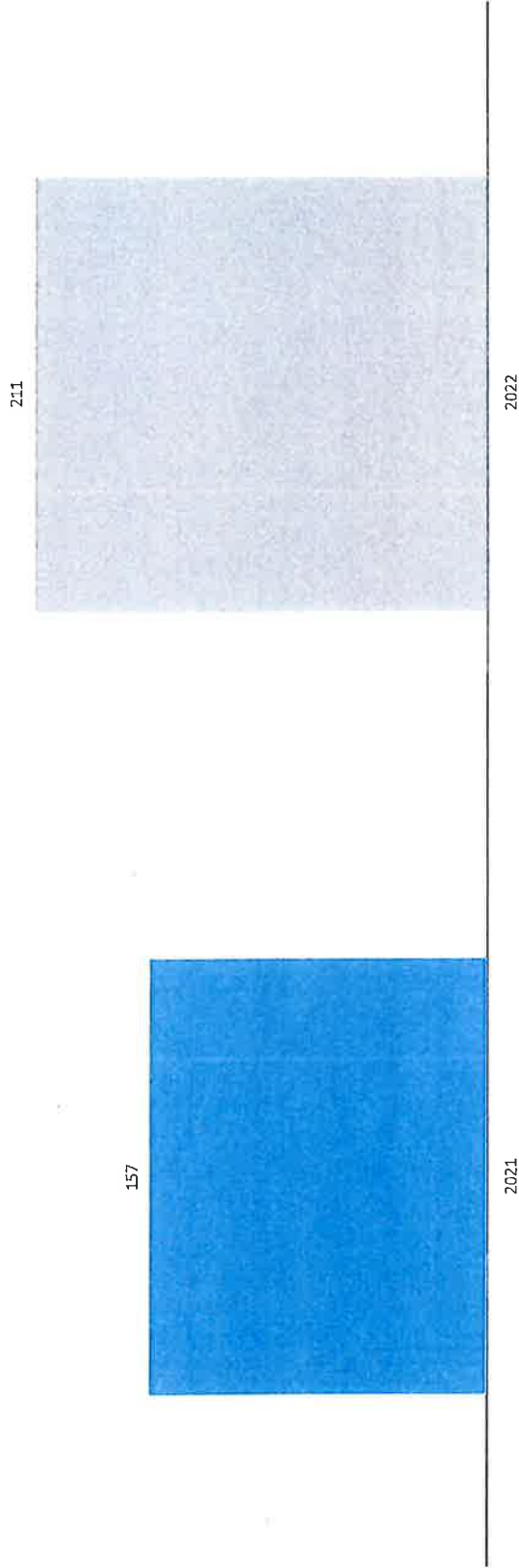
TOD



FARGO POLICE DEPARTMENT * INTELLIGENCE AND ANALYSIS UNIT

Dangerous Driving Raw Number Comparison

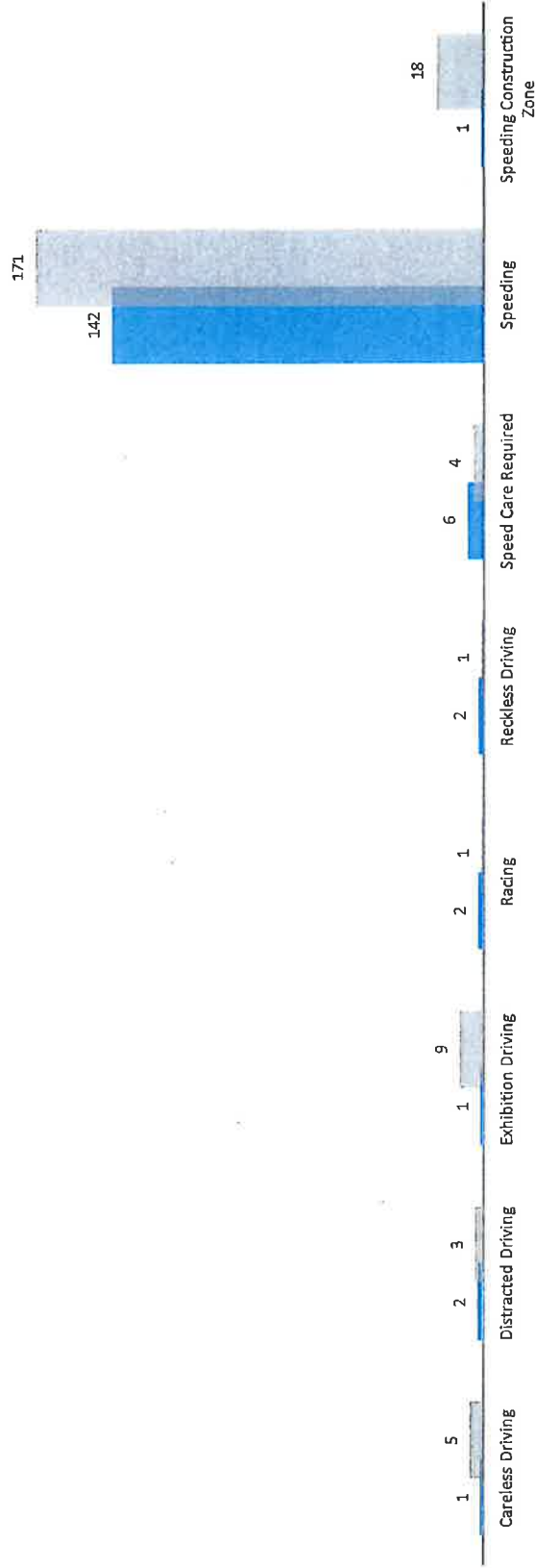
Dangerous Driving Tickets June



FARGO POLICE DEPARTMENT ★ INTELLIGENCE AND ANALYSIS UNIT

Dangerous Driving Ticket Comparison

Dangerous Driving Tickets June



■ 2021 ■ 2022

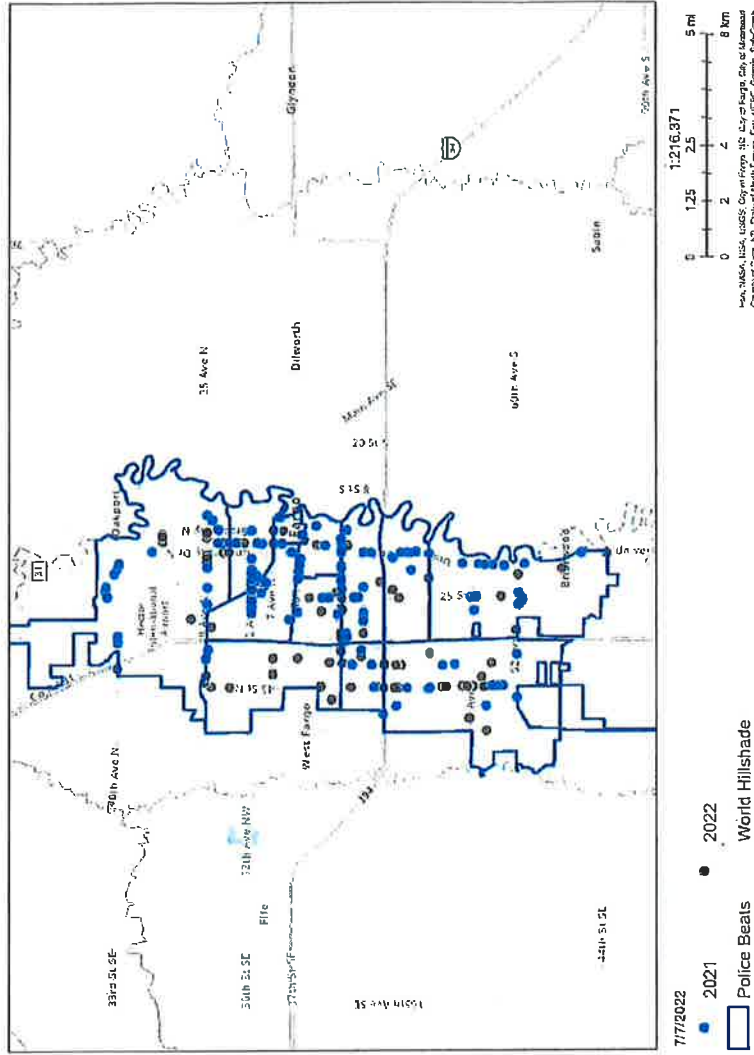


FARGO POLICE DEPARTMENT ★ INTELLIGENCE AND ANALYSIS UNIT

Location of Dangerous Driving Tickets

June 2021 and June 2022 Compared

Dangerous Driving Tickets June



FARGO POLICE DEPARTMENT ★ INTELLIGENCE AND ANALYSIS UNIT

(21)



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

CRIMINAL INVESTIGATIONS DIVISION

MEMORANDUM

To: City Commission

From: Capt George Vinson *GW*

Date: 07.29.2022

RE: O.U.R. Donation, Cellebrite Training/Software

RECEIVED
FARGO POLICE DEPARTMENT

AUG 02 2022

DAVID B ZIBOLSKI *DB*
CHIEF OF POLICE
REF: *FILE - DONATIONS*

APPROVE FOR COMMISSION 8/8/22

Operation Underground Railroad (O.U.R.) is a non-profit organization that exists to protect children from sex trafficking and sexual exploitation. Their donors seek to eradicate trafficking and exploitation of children and thus partner with law enforcement agencies around the US. Their organization has offered to pay for training five of our employees to attend advanced training on how to analyze the contents of cell phones. Additionally, the organization wants to include one year of Cellebrite software licensing free to us.

In exchange, we would agree to report how this donation helped identify suspects and victims (numbers only, no names). We would also agree to collaborate with them publically in the fight against trafficking. After the one-year period, we would take on the annual licensing fee of \$6,775.

Currently, we have one Cellebrite license and only a couple employees trained to do these cell phone dumps. Det. Mathson has led the charge for us with this effort and has already made requests in the past to secure additional Cellebrite licenses and train more people. This donation will be very impactful for our investigations. The use of cell phones is widespread and incriminating information is found on these devices regularly for person(s) suspected of a crime.

I have attached the supporting documentation including the Mutual Document (MAD) as proposed from O.U.R as well as the quote for the Cellebrite training and licensing which totals \$32,500 in total. This donation and licensure that the police department intends to building into future budgets, will be critical to the mission of investigating crimes in our community. I have shared this documentation with Nancy Morris and she reports no issues with accepting this agreement.

I recommend accepting this donation, agreement and publically supporting this effort as a way to combat trafficking and crime in general. For tracking purposes, I recommend using account number 101-5022-411-5950. This donation/effort was approved by FRC on July 25th, 2022.

Recommended Motion

Accept donation from Operation Underground Railroad in the amount of \$32,500 and sign agreement to fund advanced training for police detectives and the license for the software offered using account number 101-5022-411-59-50 for tracking purposes.



OPERATION UNDERGROUND RAILROAD

OPERATION UNDERGROUND RAILROAD (O.U.R.) DOMESTIC LAW ENFORCEMENT
SUPPORT MUTUAL AGREEMENT FOR THE RECEIPT OF CONTRIBUTIONS

This Mutual Agreement Document (MAD) will govern contributions from O.U.R. to the Fargo Police Department, ND, each reserving the right to withdraw from the MAD with 30 day written notice with or without cause.

O.U.R. is a non-profit organization that exists to protect children from sex trafficking and sexual exploitation, a mission best accomplished through collaboration with law enforcement agencies (LEAs) both in the U.S. and abroad. O.U.R.'s domestic endeavors are different than its international activities. O.U.R. does not conduct domestic operations. O.U.R. recognizes that U.S. LEAs have the authority to enforce the laws relating to human trafficking and child exploitation and are therefore best positioned to conduct investigative and operational activities in this fight. O.U.R. is committed to empowering domestic LEAs by providing tools, training, and technology to enhance their abilities to combat child exploitation.

O.U.R. shares a mission consistent with Internet Crimes Against Children (ICAC) task forces and has agreed to coordinate any domestic support with them. The receiving LEA will advise the presiding ICAC Commander in its state of this contribution to avoid duplication of efforts and to facilitate de-confliction.

The receiving LEA is responsible for researching agency or governing board policies and state laws governing the acceptance of contributions from 501(c)(3) organizations, and getting the necessary approvals to receive donations, in any form, from O.U.R. The receiving LEA will be responsible for any recurring costs associated with the donation or any other subsequent contributions.

O.U.R. is fully sustained by donors who generously give to help save children from being victimized by sexual predators, and to identify, rescue and heal those who have fallen prey to such predation. O.U.R. donors deserve to be informed regarding how their donations equate to the "measurables" necessary to combat child exploitation. By accepting this donation, you agree to provide O.U.R. with numbers of any individuals arrested, or victims identified with the assistance of the donation. O.U.R. does not require any names or case identifiers, just raw numbers provided in bimonthly reports which O.U.R. will solicit. Furthermore, if forensic analysis of any devices located using the donation leads to the identification of a victim/s, those numbers, no names, are requested to facilitate program evaluation, and most importantly assure our donors that these donations are doing exceptional things to safeguard children. Additionally, O.U.R. is required to account for contributions made to LEAs during biannual audits. Such reports will provide documentation and indicators of yield associated with this contribution.

Withdrawal from this document will not exempt the LEA, from agreed upon reporting requirements. Further, withdrawal from or noncompliance with the terms of this MAD shall not obligate the LEA to refund or reimburse O.U.R. for the contributions provided hereunder.

Donors deserve seeing how their contributions translate to children being safeguarded from predators, and such reporting and media exposure is a great motivator for continued support to O.U.R., which enables O.U.R. to further support LEAs. Where O.U.R. contributions support an operation resulting in arrests or other newsworthy activity, acknowledgment of O.U.R.'s support is requested in associated press releases. O.U.R. will coordinate with the LEA's designated media rep about sharing, via website or social media posts, any successes and stories of interest made possible by the support provided. O.U.R. will not publish or share LEA identifiers, such as name or logo, without prior written consent of LEA.

The receiving LEA shall not, and shall use commercially reasonable efforts to cause its employees and agents not to, at any time, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, including but not limited to any press release or public filing, or take any action which may, directly or indirectly, disparage O.U.R. or any of its subsidiaries or affiliates or their respective officers, directors, employees, advisors, businesses, or damage any of their reputations. Notwithstanding the foregoing, nothing in this MAD shall preclude the receiving LEA from making truthful statements that are required by applicable law, regulation, or legal process, provided that the receiving LEA shall provide O.U.R. with written notice of such statements, which notice shall include the content of such statements. The provisions of this section shall survive the expiration or earlier termination of this MAD.

Acceptance of any O.U.R. donations shall not create any requirements or obligations of LEA except for those specifically stated in the preceding paragraphs.

For any future donations governed by this document, a description, reporting requirements and other specifics associated with the donation will be provided for agreement of both parties as a supplement to this original agreement with an addendum delineating the contribution.

Designated Point of Contact for Reporting:

Phone number:

Email:

Designated Media Representative:

Phone number:

Email:

The following donations, or forms thereof, will be provided to the Fargo Police Department, ND

1. Ccelebrite package, valued at \$32,500.00
Quote # Q-246006-1

Please sign below in acknowledgment that you understand the content herein and will agree to O.U.R.'s requests as the recipient of donation/s listed.

O.U.R. Representative Name

O.U.R. Representative Signature

Date

Fargo Police Department

Representative Name

Representative Signature

Cellebrite Inc.
 7 Campus Drive
 Suite 210
 Parsippany New Jersey 07054
 United States



Tel. +1 800 942 3415
 Fax. +1 201 040 9982
 Tax ID#: 22-3770059
 DUNS: 033095560
 CAGE: 4C9Q7
 Company Website:
<http://www.cellebrite.com>

Quote

Quote# Q-246006-1
 Date: Apr 22, 2022

Billing Information
 Fargo Police Department
 105 25th St N
 Fargo, North Dakota 58102
 United States
 Contact: Chris Mathson
 Phone: 7012418167

Delivery Information
 Fargo Police Department
 222 4th Street North
 Fargo, ND 58102
 United States
 Contact: Chris Mathson
 Phone: 7012418167

End Customer: Fargo Police Department

Click [here](#) to process with Credit Card payment
 By clicking the link above and accepting this quote,
 You are expressing your agreement and compliance to and with the terms contained on this quote.

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00034107	May 22, 2022	Net 30	USD	Nick Placenza

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Nat Price/Unit	Nat Price
B-TRN-02-033	ILT CCO + CCPA - Cellebrite Certified Operator + Physical Analyst	6				3,050.00	19,250.00
U-TRN-04-020	OLT-OD CMFF - Cellebrite Mobile Forensic Fundamentals	6				1,295.00	6,475.00
B-UFD-10-001	UFED 4PC Ullimate Subscription	1	Apr 22, 2022	Apr 21, 2023		6,775.00	6,775.00

Software: Ullimate,
 Hardware: Dongle, 4PC HW kit

SubTotal	USD 32,500.00
Shipping & Handling	USD 0.00
Sales Tax	USD 0.00
Total	USD 32,500.00

Comments:

Terms and conditions:

- Freight Terms: DAP
- Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- Quote is subjected to regulation approval.
- General: Purchases of any products sold by Cellebrite are governed by <http://legal.cellebrite.com/us/index.html>
- EULA: Software is licensed by Cellebrite in accordance with an end user license agreement available at <https://legal.cellebrite.com/End-User-License-Agreement.html>
- Advanced Services (CAS): Purchases of Cellebrite Advanced Services are governed by <https://legal.cellebrite.com/CB-us-us/index.html>
- Premium: The following terms apply only to the following products: Cellebrite Premium <http://legal.cellebrite.com/intl/PremiumUS.htm>
- Pathfinder: <https://legal.cellebrite.com/AE-Addendum.html>
- Training Services: Subject to the terms and conditions at <http://legal.cellebrite.com/intl/Training.htm>
- SaaS: <https://legal.cellebrite.com/Cellebrite-SaaS-Terms-of-Service-October-18-2021.htm>

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.

***SALES TAX DISCLAIMER:** Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Order on behalf the engaging company ("Company"), and I hereby approve that my signature is legally binding upon the Company. By signing this Order I hereby confirm and approve that the terms and conditions with respect to the services described in this Order are the only terms and conditions that apply in this regard, and no other documents and/or forms and/or other terms and conditions shall apply.

Signature & Stamp: _____

Effective Date: _____

Name (Print): _____

Title: _____

Please sign and email to Nick Placenza at nick.placenza@cellebrite.com



22

FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

OFFICE OF THE CHIEF

MEMORANDUM

To: Kember Anderson
From: Chief David B. Zibolski *DZ*
Date: August 3, 2022
RE: Items for consent agenda

Kember,

For the August 8, 2022 City Commission Meeting I have included data on the Department's traffic enforcement efforts for the month of June. This is informational only, and can stay on the consent agenda unless a Commissioner would like it pulled for questions or a presentation.

I would also like to request permission to accept a donation from the non-profit Operations Underground Railroad (O.U.R.) to further our investigative efforts related to child sex trafficking and sexual exploitation. City Attorney, Nancy Morris, has reviewed and approved our acceptance of this funding.

Lastly, I would like approval to accept the Memorandum of Understanding between the Fargo Police Department and the Fargo Dome. Previously, there has not been such agreement between the two entities. City Attorney, Nancy Morris, has reviewed and approved the MOU.

Please contact me if you need any additional information.

Thank you.

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into by and between the Fargo Police Department and the FARGODOME, for the purpose of coordination of services for the protection of the public. Both parties have an interest in promoting public safety at all events hosted by FARGODOME. Therefore, the parties agree supplemental police services shall be provided for FARGODOME events in accordance with the following terms and conditions.

1. Supplemental Services. Supplemental police services for the FARGODOME will be provided in accordance with FPD's policies, procedures, and personnel rules.

2. Staffing Requests and Discretion of FARGODOME Security Supervisor.

FARGODOME Security Supervisor shall determine the number of Officers to request, basing the decision on the following factors, among others: (1) crowd size; (2) what area(s) or the building are being used (entrances/exits/set-up configuration); (3) type of event; (4) alcoholic beverage sales; (5) historical data from previous similar genre shows; (6) information provided by tour security; (7) collaboration with other facilities that have hosted the same event.

FARGODOME staffing numbers shall be provided FPD in advance of the Event in accordance with this agreement. If FPD has any concern with the number of requested Officers or the officer safety, FPD shall notify FARGODOME Security Supervisor. In the event at least four Officers are requested, FARGODOME shall be responsible for a fifth officer, typically a Sergeant, at FPD discretion. In the event the parties are unable to reach an agreement as to proper numbers of Officers, FARGODOME and FPD agree and understand that the final determination for events expected to be in excess of 500 participants and where alcohol is being served, the number of security personnel shall be determined by the Chief of Police in accordance with Fargo Municipal Code § 25-1509 (K)(2). If adequate staffing is not available for a scheduled Event from the FPD roster, FARGODOME will contact the Cass County Sheriff to secure additional needed Officers.

3. Time Keeping. FARGODOME shall provide Extra Detail time sheets for each event. Participating officers shall report to FARGODOME security office upon arrival to sign in for the Extra Detail, and shall similarly sign out at the end of the event.

4. Reconciliation of Time Entries. A copy of the event time sheet will be emailed by the FARGODOME to the Special Service Unit commander, who shall then reconcile payment for the Officers. FPD shall invoice FARGODOME for Officers at the officers or sergeants designated overtime rate.

5. Briefing and Coordination. Fargo Police Department officers working extra detail at FARGODOME will coordinate services with the event manager on duty or the FARGODOME security supervisor. Officers will be briefed in the security office and be made aware of all the event details, including but not limited to, the timeline of the event, areas of the building being used (entrances, exits, seating configuration, etc.), the public safety plan for the Event as well as all specific event details.

6. Officer and Security staff relationship. Following the aforementioned briefing, the FARGODOME security supervisor will pair up one Officer with a FARGODOME security staffer. Unless assigned to a static location, the Officer will transition from one area to another following the flow of the crowd.

7. Officer assignments. Officer(s) will be posted at the entry doors to monitor and assist if needed with the magnetometers (walk through metal detectors). At a time determined by the Security Supervisor, FARGODOME will redeploy the officer/security team to their assigned areas of responsibility.

8. Officer responsibilities. FARGODOME security staff shall take the lead response when responding to an incident or radio call in terms of communicating with the guest or attendee that has not escalated to an unlawful event. FARGODOME security staff will make every effort to deescalate the situation, and work toward resolution. In the event removal from the building of the guest is deemed necessary by either FARGODOME security staff or the Officer, the Officer shall have primary responsibility, with appropriate requested support from FARGODOME security staff.

9. Communication. FARGODOME security staff shall utilize two-way radios to communicate with all FARGODOME security staff, Officers, EMS, Fire and any other asset working the event.

10. FARGODOME Incident Command. FARGODOME shall establish an incident command room with all public safety agencies present for all Events with 15,000 attendees or more. The Officer requests will be increased when Event attendance is anticipated to be greater than 15,000. FPD shall designate a sworn officer (typically a Sergeant) to work Incident Command to assist with sending the officer/security staff teams to radio calls.

If an Event poses a significant public safety concern, the Chief of Police, in consultation with on-duty Shift Commander, Incident Command, and FARGODOME Security Supervisor, shall have the discretion to immediately terminate the Event and vacate the premises.

11. Traffic Control. FARGODOME security supervisor may request the Officers report to the FARGODOME parking supervisor to provide traffic control. Traffic control officers will be paired up with FARGODOME parking attendants at specific locations. FARGODOME shall take appropriate means to facilitate traffic flow in and around the Event area to maximize public safety.

12. Schedule of Events. FARGODOME will create a monthly calendar and send it to the appropriate contact at FPD. A copy of the monthly Public Safety Calendar is attached hereto as Exhibit A. The monthly calendar will be disseminated not less than 2 weeks before the end of the current month. FARGODOME will make every effort to have this scheduling request to FPD a minimum of 2-3 weeks prior to the requested dates of service, provided the Event details are received in a timely manner. FARGODOME understands and agrees that failure to meet the notice timeline may result in the unavailability of Officers at the Event. When a special Event

request is made for Extra Detail officers, in addition to those required by the FARGODOME Security Supervisor, for specific details (backstage, with artist families, police escort to airport post-show, plain clothes detail for bootleg merchandise, etc.) FARGODOME will make every effort to provide this information to FPD immediately for scheduling purposes. Similarly, FARGODOME Security Supervisor will give FPD as much notice as possible if any additional detail is being requested, including the use of the explosives K9. FARGODOME will use its best effort to confirm the request for an explosive's sweep with the Event promoter.

13. Squad Car Needs. FARGODOME will include in the monthly schedule how many squad cars are needed for the Event.

14. Alcohol Sale and Use Enforcement. FPD shall give FARGODOME notice of the enforcement activity, and provide pictures of the enforcement officers to FARGODOME security staff.

Dated this 1st day of August, 2022.

Fargo Police Department



David Zibolski, Chief

Dated this 1st day of August, 2022.

FARGODOME



Rob Bobolik, General Manager

23

August 4, 2022.

The Honorable Board of City Commissioners
City of Fargo
Fargo, ND 58102

RE: RFP22118 Contractor Assistance for Street Snow Plowing

Commissioners:

On June 29, 2022, Public Works issued a Request for Proposal (RFP) for "Street Snow Plowing Assistance". Upon the closing of the RFP, a single sealed proposal was received. Based on review of the proposal received it has been determined that an adjustment in how compensation for services performed needs to be changed within the RFP. At this time, we are requesting commission authorization to reject the single proposal received and reissue the RFP with alternative terms.

RECOMMENDED MOTION: I/we hereby move based on the request for proposal (RFP# 22118) to reject all proposals and reissue the "Street Snow Plowing Assistance" RFP with alternative terms.

Respectfully submitted,



Ben Dow
Public Works Director

August 3, 2022

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

RE: Sole Source Purchase of Ice Slicer from EnviroTech Services (SSP22123)

Commissioners:

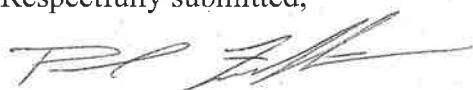
Throughout the past years, Public Works has used a variety of different products to control ice and snow on the roadway. Salt and a sand/salt mixture (80/20) has been used to melt ice and provide additional traction. These products have a reduced effectiveness when the temperature drops below 10 degrees.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

Through side-by-side comparisons of different products, staff identified a product called Ice Slicer. Ice Slicer is effective in colder temperatures providing melting capacity down to -5 degrees. It has greater melting capacity, is less corrosive, and is environmentally safer than salt. Public Works has used the product in operations for several years and is very satisfied with the performance. The melting capabilities at lower temperatures is effective with the typical storm conditions experienced in Fargo. Ice Slicer is an all-natural, organic material that is exclusively mined in Utah by Redmond Minerals. EnviroTech Services is the national distributor and sole provider of Ice Slicer outside of Utah.

The sole source procurement was reviewed and approved by Finance Committee on July 25, 2022. EnviroTech Services provided quote from Minnesota State Contract D-156(5) #202458 (attached) Staff is requesting authorization to purchase Ice Slicer from EnviroTech Services at a cost of \$189.00 per ton (as shown on the attached quote).

RECOMMENDED MOTION: Using sole source procurement (SSP22123) as provided for in the City of Fargo Purchasing Policy, I/we request a suggested motion to authorize the purchase of IceSlicer from EnviroTech Services at a price of \$189.00 per ton for the 2022/2023 winter.

Respectfully submitted,



Paul Fiechtner
Services Manager
Fargo Public Works



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Envirotech Services Inc.

Estimated Dollar Amount of Purchase:

\$378,000

Is this procurement funded by a federal grant?

No

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

The project/service is required to:

Ice Slicer is an ice control product to aid in controlling icy road surfaces.

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

Compared to traditional road salt, Ice Slicer provides additional traction and melting at colder temperatures. Ice Slicer is more effective at 15 degrees to -5 degrees.

Ice Slicer is an all-natural, organic material that is exclusively mined in Utah by Redmond Minerals. EnviroTech Services is the national distributor and sole provider of Ice Slicer outside of Utah.

Minnesota State Contract D-156(5) #202458 (see attached).

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

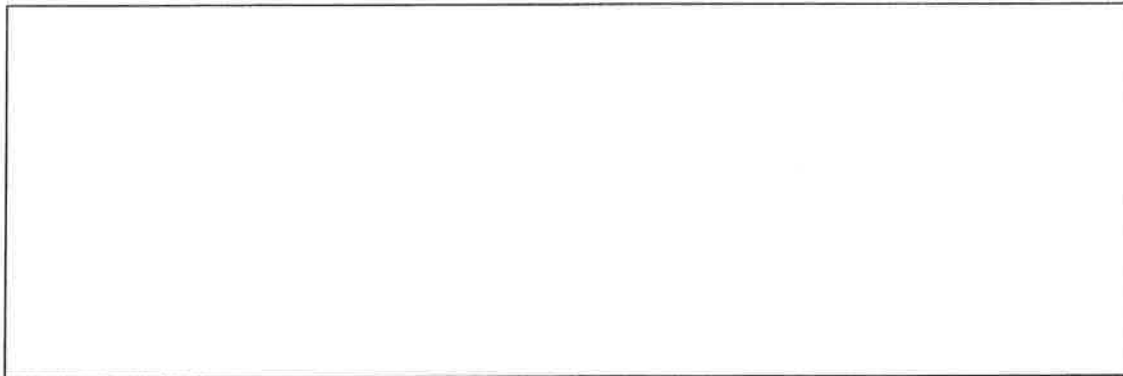
Ice Slicer has been tested on various roads across the City of Fargo and compared to other products.

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

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

Staff have compared different products with a side-by-side comparison. The Ice Slicer product was found to be more effective at low temperatures and provides added traction. The product has been used in our operations for several years and is found to be superior. Ice Slicer performs well at low temperatures and is useful in our climate conditions.

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



Signature: 
(Requestor)

Printed Name: Paul Fiechtner

Department: Public Works Department

Title: Services Manager

Date: 7/21/2022

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

PMF (Requestor initials)



PO Box 5512 • Denver, CO 80217
 For Inquiries:
 West Region • 509-936-7102
 Rocky Mtn Region • 800-577-5346
 Midwest Region • 800-881-5848
 ESI East • 877-664-3401

Quotation

Quotation Date: 7/19/22 Date Printed: 7/19/22 Expiration Date: 10/31/22
 Quotation Number: S3918 Revision No: 1 Customer Number: 11992
 Your Reference: Paul Fiechtner Our Reference: John Johansen

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

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

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

Wanted Delivery Date:

Payment Terms:
30 Days Net
 Label Note:
FTL's to City of Fargo

Water Application
 EnviroTech: **N**
 Rate:
 Gallons Required:

Pos	Part No	Sale Qty	Unit	Price	Disc. %	Net Amount	Gross Amount
Del	Description	Price Qty	Unit	Price incl.	Planned Delivery Date	USD	
1	1012	25	ton	189.00	0.00%	4,725.00	4,725.00
1	Ice Slicer® RS	25	ton	189.00			

Sub Total:	4,725.00	4,725.00
TOTAL:	4,725.00	
Gross Total		4,725.00

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

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

Admin Minnesota

Office of State Procurement

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: D-156(5)

DATE: NOVEMBER 1, 2021

PRODUCT/SERVICE: DEICERS: ALTERNATIVE CHEMICAL DEICERS

CONTRACT PERIOD: NOVEMBER 1, 2021, THROUGH OCTOBER 31, 2022

EXTENSION OPTIONS: UP TO 48 MONTHS

ACQUISITION MANAGEMENT SPECIALIST /BUYER (AMS): ROBB MIMBACH

PHONE: 651.201.2432 E-MAIL: robb.mimbach@state.mn.us WEB SITE: www.mmd.admin.state.mn.us

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY ARO</u>
CRYOTECH DEICING TECH 6103 ORTHOWAY FORT MADISON, IA 52627	202457	NET 30	3 DAYS METRO 5 DAYS OTHER
VENDOR NO: 0000202854			
JEANNE SEAGER OFFICE: 800.346.7237 EMAIL: ORDERS@CRYOTECH.COM			

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY ARO</u>
<i>AS</i> ENVIROTECH SERVICES, INC. PO BOX 5512 DENVER, CO 80217	202458	NET 30	3 DAYS METRO 5 DAYS OTHER
VENDOR NO: 0000225197			
DARREN DOLS / REBECCA CEGLA OFFICE: 952.894.0012 EMAIL: MIDWESTORDERS@ENVIROTECHSERVICES.COM			

Contract Release: D-156(5)

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY ARO</u>
K TECH SPECIALTY COATINGS, INC. PO BOX 428 ASHLEY, IN 46705	202459	NET 30	1 TO 2 DAYS METRO 1 TO 4 DAYS OTHER

VENDOR NO: 0000985053

KYLE KANNENBERG (SALES)
OFFICE: 260.615.5751 | **EMAIL:** KKANNENBERG@KTECHCOATINGS.COM

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY ARO</u>
PELICAN CHEMICALS, INC. 2901 W. BROADWAY, STE 200 MISSOULA, MT 59808	202460	1% IN 30	3 DAYS METRO 5 DAYS OTHER

VENDOR NO: 0001095247

SARA BIDDLE
OFFICE: 888.526.1952 EXT. 3003 | **EMAIL:** SARA.BIDDLE@PELICANCHEMICALS.COM

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY ARO</u>
SALT SOURCE, LLC 21790 HAMBURG AVE LAKEVILLE, MN 55044	202461	NET 30	0 TO 3 DAYS METRO 0 TO 3 DAYS OTHER

VENDOR NO: 0000979108

JAKE BIESANZ
OFFICE: 952.516.7465 | **EMAIL:** JAKE@USSALT.COM

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY ARO</u>
SMITH FERTILIZER & GRAIN CO., INC. 1650 QUEBEC ST. KNOXVILLE, IA 50138	202462	NET 30	3 DAYS METRO 5 DAYS OTHER

VENDOR NO: 0000877417

STEPHEN LEADS
OFFICE: 641.828.8508
EMAIL: STEVEL@SFGIOWA.COM

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY ARO</u>
SNI SOLUTIONS, INC. 205 N. STEWERT ST. GENESE0, IL 61254	202463	NET 30	3 DAYS METRO 3 DAYS OTHER

VENDOR NO: 0000303186

ANNE HAPPEL
OFFICE: 888.840.5564 | **EMAIL:** MIKE@SNISOLUTIONS.COM

Contract Release: D-156(5)

CONTRACT USERS. This Contract is available to the following entities as indicated by the checked boxes below

- State agencies
- Cooperative Purchasing Venture (CPV) members
- Limited to the following entities only _____

STATE AGENCY CONTRACT USE. This Contract must be used by State agencies unless a specific exception is granted in writing by the AMS listed above.

STATE AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contractor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via email.

CONTRACT FEEDBACK. If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

SPECIAL TERMS AND CONDITIONS

SCOPE. The purpose of the contract is to provide Deicers: Alternative Chemical Deicers, on an as needed basis.

[CLICK HERE TO VIEW EXHIBIT C: SPECIFICATIONS, DUTIES, AND SCOPE OF WORK](#)

[CLICK HERE TO VIEW EXHIBIT C – ATTACHMENT 1 - 2021-2022 MN/DOT WINTER CHEMICALS APPROVED PRODUCT LIST 9/21/2021](#)

[CLICK HERE TO VIEW EXHIBIT D: PRICE AND PAYMENT SCHEDULE](#)

PRICES. Prices are firm through the initial period of the contract. After that period, prices may increase once a year. Price increases are not effective until they are approved by the AMS. **NOTE:** At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a [Vendor Performance Report](#) if there is a discrepancy between the price on the invoice and the Contract price.

MINIMUM ORDER. See the price schedules.

<u>SWIFT LINE #</u>	<u>PRODUCT OR SERVICE</u>	<u>UNIT OF MEASURE</u>	<u>UNSPSC CODE</u>
1.	Alternative Chemical Deicers	GA = Gallon; PF = Pallet; TG = Gross Ton	46161506
2.	Classroom Training	HR = Hour	86130000

Contract Release: D-156(5)

VERIFYING THE CONTRACT PRICES.

The following information explains the method(s) for calculating and/or confirming the contract prices.

The Contract(s) was executed with FIXED PRICING. The pricing offered must match or be lower than that detailed herein.

The Contract(s) includes HOURLY RATES. Confirm that the correct rate has been utilized by the Contract Vendor and that the number of hours are properly calculated/subtotaled. Review the number of hours quoted against the scope of your project.

Only accept contract vendor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and reworked by the Contract Vendor to show itemized State contract pricing).

Prior to accepting an order and/or issuing payment on an invoice, inspect the goods and/or deliverables to ensure they match both the terms and pricing of the contract.

Contact the AMS/Buyer detailed herein to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.

REVISIONS. None.

PRICE SCHEDULE

[Click Here to view available price schedule](#)

EFFECTIVE NOVEMBER 1, 2021

PRODUCT CATEGORY: CORROSION INHIBITED SODIUM CHLORIDE (SOLID)/TREATED SALT

APPROVED PRODUCT: ICE SLICER

MANUFACTURER: REDMOND MINERALS, INC

RESPONDER/CONTRACTOR: ENVIROTECH SERVICES INC.

SERVICE AREA LOCATION	PRICE PER BULK TON FOR PRODUCT				PRICE PER BULK TON FOR FREIGHT				PRICE PER BULK TON FOR PRODUCT & FREIGHT			
	20	51	101	151	20	51	101	151	20	51	101	151
Bulk Ton Purchases From												
Bulk Ton Purchases To	50	100	150	200	50	100	150	200	50	100	150	200
DISTRICT 1A	\$149.00	\$149.00	\$149.00	\$149.00	\$25.00	\$25.00	\$25.00	\$25.00	\$174.00	\$174.00	\$174.00	\$174.00
DISTRICT 1B	\$149.00	\$149.00	\$149.00	\$149.00	\$35.00	\$35.00	\$35.00	\$35.00	\$184.00	\$184.00	\$184.00	\$184.00
DISTRICT 2A	\$149.00	\$149.00	\$149.00	\$149.00	\$40.00	\$40.00	\$40.00	\$40.00	\$189.00	\$189.00	\$189.00	\$189.00
DISTRICT 2B	\$149.00	\$149.00	\$149.00	\$149.00	\$50.00	\$50.00	\$50.00	\$50.00	\$199.00	\$199.00	\$199.00	\$199.00
DISTRICT 3A	\$149.00	\$149.00	\$149.00	\$149.00	\$25.00	\$25.00	\$25.00	\$25.00	\$174.00	\$174.00	\$174.00	\$174.00
DISTRICT 3B	\$149.00	\$149.00	\$149.00	\$149.00	\$25.00	\$25.00	\$25.00	\$25.00	\$174.00	\$174.00	\$174.00	\$174.00
DISTRICT 4A	\$149.00	\$149.00	\$149.00	\$149.00	\$40.00	\$40.00	\$40.00	\$40.00	\$189.00	\$189.00	\$189.00	\$189.00
DISTRICT 4B	\$149.00	\$149.00	\$149.00	\$149.00	\$25.00	\$25.00	\$25.00	\$25.00	\$174.00	\$174.00	\$174.00	\$174.00
DISTRICT 6A	\$149.00	\$149.00	\$149.00	\$149.00	\$20.00	\$20.00	\$20.00	\$20.00	\$169.00	\$169.00	\$169.00	\$169.00
DISTRICT 6B	\$149.00	\$149.00	\$149.00	\$149.00	\$20.00	\$20.00	\$20.00	\$20.00	\$169.00	\$169.00	\$169.00	\$169.00
DISTRICT 7A	\$149.00	\$149.00	\$149.00	\$149.00	\$20.00	\$20.00	\$20.00	\$20.00	\$169.00	\$169.00	\$169.00	\$169.00
DISTRICT 7B	\$149.00	\$149.00	\$149.00	\$149.00	\$35.00	\$35.00	\$35.00	\$35.00	\$184.00	\$184.00	\$184.00	\$184.00
DISTRICT 8	\$149.00	\$149.00	\$149.00	\$149.00	\$30.00	\$30.00	\$30.00	\$30.00	\$179.00	\$179.00	\$179.00	\$179.00
METRO 1	\$149.00	\$149.00	\$149.00	\$149.00	\$20.00	\$20.00	\$20.00	\$20.00	\$169.00	\$169.00	\$169.00	\$169.00
METRO 2	\$149.00	\$149.00	\$149.00	\$149.00	\$20.00	\$20.00	\$20.00	\$20.00	\$169.00	\$169.00	\$169.00	\$169.00
METRO 3	\$149.00	\$149.00	\$149.00	\$149.00	\$20.00	\$20.00	\$20.00	\$20.00	\$169.00	\$169.00	\$169.00	\$169.00
METRO 4	\$149.00	\$149.00	\$149.00	\$149.00	\$20.00	\$20.00	\$20.00	\$20.00	\$169.00	\$169.00	\$169.00	\$169.00
WHAT IS THE ADDITIONAL COST PER TON IF THE TRUCKLOAD IS SPLIT AND DELIVERED TO MORE THAN ONE CUSTOMER LOCATION WITHIN SERVICE AREA LOCATION? <u>\$10.00/TON</u>												
IF THE CUSTOMER WANTS TO PICK UP THE PRODUCT AND NOT PAY FREIGHT. WHAT IS THE PICK UP ADDRESS? Cannon Falls Terminal - 721 West St Clair St. Cannon Falls, MN 55009												
WHAT IS THE MINIMUM ORDER QUANTITY IN BULK TONS? 20 Tons												
WHAT IS THE ESTIMATED NUMBER OF TONS PER TRUCKLOAD? 24 Tons												
WHAT IS THE COST PER HOUR FOR TRAINING AND TECHNICAL SUPPORT? ESI will not charge for this service												

August 3, 2022

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

RE: RFP 22021 Contract with Ferguson Waterworks

Commissioners:

On February 22, 2022, City Commission approved awarding RFP# 22021 Water Main Materials, Miscellaneous Materials, Fire Hydrants, Fire Hydrant Parts and Miscellaneous Street Materials to Ferguson Waterworks. The Request for Proposal (RFP) required the vendor to maintain product unit pricing until December 31, 2022. Ferguson Waterworks has notified the Public Works Department that they are unable to continue providing the bid unit price for specific items due to market fluctuations in fuel and materials.

Public Works staff is requesting authorization to dissolve the 2022 contract with Ferguson Waterworks for the remainder of the year. Continued purchasing of Water Main and Fire Hydrant materials will be conducted according to City of Fargo Purchasing Policy through competitive quotes.

RECOMMENDATION:

I/we hereby move to dissolve the 2022 purchasing contract with Ferguson Waterworks for Water Main Materials, Miscellaneous Materials, Fire Hydrants/Parts, and Miscellaneous Street Materials (RFP# 22021).

Respectfully submitted,



Paul Fiechtner
Services Manager
Fargo Public Works



**Request for Proposal
Water Main Repair Materials, Miscellaneous Water
Distribution Materials, Fire Hydrants and Fire Hydrant
Parts, and Miscellaneous Street Materials
January 13, 2022**

City of Fargo Request for Proposal

The Fargo Public Works Department within the City of Fargo is requesting proposals for water main repair materials, miscellaneous water distribution materials, fire hydrants and fire hydrant parts, and miscellaneous street materials. Sealed proposals will be received by the City of Fargo Auditor's Office at 225 4th Street North, Fargo, ND 58102, for the purpose of evaluating costs of the said materials and parts. Upon completion of the evaluation by the selection committee an order may be placed. Proposals will be received until **2:00 P.M. Central Standard Time Wednesday, February 9, 2022.**

CITY OF FARGO RIGHTS

The City reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. The City by this RFP does not promise to accept the lowest cost or any other proposal and specifically reserves the right to reject any or all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any Proposer, to reject any provisions in any proposal, to modify RFP contents, to obtain new proposals, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

The City hereby notifies all proposers that it will affirmatively insure that in regard to any contract entered into, pursuant to this request, minority business enterprises will be afforded full opportunity and are encouraged to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The City reserves the right to accept or reject any and all proposals that are in the best interest of the City. All questions and inquiries will be addressed to:

Water Main Repair Materials/Fire Hydrant/Street Material Questions:

Paul Fiechtner
PW Services Manager
Public Works Department
402 23rd St. N
Fargo, ND 58102

Darrell Sweep
PW Supervisor
Public Works Department
402 23rd St. N
Fargo, ND 58102

Email: PFiechtner@fargond.gov
Phone: (701) 241-1453
Fax: (701) 241-8100

DSweep@fargond.gov
(701) 241-1453
(701) 241-8100

Water Main Repair Materials, Miscellaneous Water Distribution Materials, Fire Hydrants and Fire Hydrant Parts, and Miscellaneous Street Materials Specifications

1.0 INTENT

It is the intent of this specification to provide for the purchase of water main repair materials, miscellaneous water distribution materials, fire hydrants and fire hydrant parts, and miscellaneous street materials to be used by the Fargo Public Works Department (FPW).

The Fargo Public Works Department has evaluated different types of water main repair materials, miscellaneous materials, fire hydrants and fire hydrant parts, and miscellaneous street materials and has determined this published specification is best suited for the FPW needs in terms of quality and features. This specification shall not be interpreted as restrictive but rather as a measure of quality and performance against which all other products will be compared.

The RFP is divided into 4 sections, Section 1-Repair Sleeves, Section 2-Miscellaneous Materials, Section 3-Fire Hydrants and Fire Hydrant Parts and Section 4-Miscellaneous Street Materials. Each of the sections will be totaled and the lowest bidder will be based on the total calculated from all sections. **The estimated quantity provided is for comparing proposals only and is NOT a guaranteed purchase.** The proposed Unit Price will be honored through December 31, 2022.

In comparing proposals, comparison will not be confined to price only. Product quality, availability, and delivery will be secondary factors in successful awards. FPW also reserves the right to reject any or all proposals or any part thereof, and to waive any minor technicalities. If the products or materials are not available at the time of purchase, FPW will purchase said products and materials from the next lowest submitter that has availability.

2.0 EQUIVALENT PRODUCT

Proposals will be accepted for consideration on any make or model that is equal or superior to the products or materials specified. Decisions of equivalency will be at the sole interpretation of the FPW. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. An original manufacturer's brochure of the proposed product is to be submitted with proposal.

3.0 INTERPRETATIONS

In order to be fair to all proposers, no oral interpretations will be given to any proposer, as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing. Based on such inquiry, the FPW may choose to issue an Addendum in accordance with local state laws.

4.0 GENERAL

The specifications herein state the minimum requirements of the FPW. All proposals must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The FPW will consider as irregular or non-responsive any and all proposals that are not prepared and submitted in accordance with the proposal document and specification, or any proposal lacking sufficient technical literature to enable the FPW to make a reasonable determination of compliance to the specification. It shall be the proposer's responsibility to carefully examine each item of the specification. All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

SECTION 1 - REPAIR SLEEVES

The repair sleeves furnished shall be all stainless steel construction. Acceptable types of repair sleeves are Ford, Remarc, Powersteel, or approved equal. All prices shall be F.O.B. Fargo, North Dakota.

No.	Item/Description	Estimated Quantity (A)	Unit Price (B)	Total Cost (AxB)	Stock Item Y/N	If not stock item, Is it available within 3 days FOB? Y/N
1	4x8	1	75.60	75.60	N	N
2	4x10	1	85.70	85.70	N	N
3	4x12	1	105.30	105.30	N	N
4	4x16	5	120.20	601.00	N	N
5	4x20	1	195.10	195.10	N	N
6	4x24	1	213.20	213.20	N	N
7	4x30	1	263.40	263.40	N	N
8	6x8	1	79.10	79.10	N	N
9	6x10	1	104.70	104.70	N	N
10	6x12	1	113.90	113.90	N	N
11	6x16	10	136.40	1,364.00	N	N
12	6x20	1	190.10	190.10	N	N
13	6x24	1	242.90	242.90	N	N
14	6x30	1	267.00	267.00	N	N

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15	6x36	1	427.60	427.60	N	N
16	8x8	1	88.10	88.10	N	N
17	8x10	1	113.60	113.60	N	N
18	8x12	1	126.40	126.40	N	N
19	8x16	10	153.00	1,530.00	N	N
20	8x20	1	205.30	205.30	N	N
21	8x24	1	264.30	264.30	N	N
22	8x30	1	354.90	354.90	N	N
23	8x36	1	461.80	461.80	N	N
24	10x8	1	108.60	108.60	N	N
25	10x10	1	138.70	138.70	N	N
26	10x12	1	170.50	170.50	N	N
27	10x16	10	184.70	1,847.00	N	N
28	10x20	1	246.60	246.60	N	N
29	10x24	1	364.40	364.40	N	N
30	10x30	1	413.00	413.00	N	N
31	10x36	1	560.20	560.20	N	N
32	12x8	1	120.00	120.00	N	N
33	12x10	1	153.70	153.70	N	N
34	12x12	1	185.90	185.90	N	N

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35	12x16	5	210.10	1,050.50	N	N
36	12x20	1	262.80	262.80	N	N
37	12x24	1	402.90	402.90	N	N
38	12x30	1	457.00	457.00	N	N
39	12x36	1	595.00	595.00	N	N
40	Add for 3/4" to 1" Taps	1	35.50	35.50	N	N
41	Add for 1-1/4" to 2" taps	1	88.00	88.00	N	N
Section 1 GRAND TOTAL				14,723.00		

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SECTION 2 - MISCELLANEOUS MATERIAL

Section 2 contains curb boxes, curb stops, and corporations. These items shall be Mueller, Ford, AY McDonald or approved equal. All boxes and curb stops will be USA manufactured. All prices shall be F.O.B. Fargo, North Dakota.

No.	Item/Description	Estimated Quantity (A)	Unit Price (B)	Total Cost (AxB)	Stock Item Y/N	If not stock item, is it available within 3 days FOB? Y/N
1	3/4" AY McDonald Ball Valve Curb Stop Copper flare nut both ends	50	89.10	4,455.00	N	N
2	1" AY McDonald Ball Valve Curb Stop Copper flare nut both ends	50	120.30	6,015.00	N	N
3	1-1/2" Ball Valve Curb Stop Copper flare nut both ends	1	251.60	251.60	Y	N
4	2" Ball Valve Curb Stop Copper flare nut both ends	1	407.00	407.00	Y	N
5	3/4" Compression Ball Valve Curb Stop Both ends C.T.S.	50	78.40	3,920.00	N	N
6	1" Compression Ball Valve Curb Stop Both ends C.T.S.	50	114.50	5,725.00	N	N
7	1-1/2" Compression Ball Valve Curb Stop Both ends C.T.S.	1	265.80	265.80	N	N
8	2" Compression Ball Valve Curb Stop Both ends C.T.S.	1	370.60	370.60	Y	N
9	3/4" Compression Ball Valve Copper flare straight taper	50	50.80	2,540.00	N	N

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10	1" Corporation Ball Valve Copper flare straight taper	50	65.30	3,265.00	Y	N
11	3/4"x1" Corporation Ball Valve Copper flare straight taper	5	82.80	314.00	N	N
12	1-1/4" Corporation Ball Valve Copper flare straight taper	1	147.60	147.60	N	N
13	1-1/2" Corporation Ball Valve Copper flare straight taper	1	154.60	154.60	Y	N
14	2" Corporation Ball Valve Copper flare straight taper	1	270.10	270.10	Y	N
15	1-1/2" Compression Corporation Valve	1	144.22	144.22	N	N
16	2" Compression Corporation Valve	1	238.53	238.53	Y	N
17	3/4" Straight Three Part Union Copper flare nut both ends	12	18.20	216.40	N	N
18	3/4" x 1" Straight Three Part Union Copper flare nut both ends	12	27.10	325.20	Y	N
19	1" Corporation Valve CTS Straight Taper	50	53.60	2,680.00	N	N
20	3/4" x 1" Corporation Valve	5	45.10	225.50	N	N
21	3/4" Eight Bend Three Part Union Copper flare nut both ends	12	N/A	N/A	N	N
22	3/4" Quarter Bend Three Part Union Copper flare nut both ends	12	19.50	234.00	N	N

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23	3/4" Eight Bend Coupling Female copper flare thread x copper flare nut	12	20.10	241.20	N	N
24	1" Straight Three Part Union Copper flare nut both ends	12	32.00	384.00	Y	N
25	1" Eight Bend Three Part Union Copper flare nut both ends	12	N/A	N/A	N	N
26	1" Quarter Bend Three Part Union Copper flare nut both ends	12	32.40	388.80	N	N
27	1" Eight Bend Coupling Swivel nut CTS End	12	37.10	445.20	N	N
28	1" Quarter Bend Coupling Swivel nut X flared end	12	33.10	397.20	N	N
29	1" Quarter Bend Coupling Female copper flare thread x copper flare nut	12	34.20	410.40	N	N
30	1-1/2" Straight Three Part Union Both ends C.T.S	1	75.60	75.60	N	N
31	1-1/2" Straight Three Part Union Copper flare nut both ends	1	96.00	96.00	Y	N
32	2" Straight Three Part Union Both ends C.T.S	1	102.30	102.30	Y	N
33	2" Straight Three Part Union Copper flare nut both ends	12	156.60	1,879.20	N	N
34	3/4" x 1" Straight Coupling Female copper flare thread x copper flare nut	12	21.90	262.80	N	N

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35	1"x3/4" Straight Coupling Female copper flare thread x copper flare nut	12	21.70	260.40	N	N
36	1" Eighth Bend Coupling Female copper flare thread x copper flare nut	12	29.70	356.40	N	N
37	3/4" Quarter Bend Coupling Female copper flare thread x copper flare nut	12	21.50	258.00	N	N
38	Muller Curb Box Adapter H-10344	12	38.00	456.00	N	N
39	3/4" Type K Cu	60'	4.21 per ft	252.60	Y	N
40	1" Type K Cu	100'	6.17 per ft	617.00	Y	N
41	1" Muniipex A Water Service Line	300'	2.76 per ft	828.90	N	N
42	2" Muniipex A Water Service Line	100'	17.15 per ft	1,715.10	Y	N
43	1" CTS Stiffeners (muniipex)	100	1.60	160.00	Y	N
44	2" CTS Stiffeners (muniipex)	20	2.30	46.00	N	N
45	#10 Blue 45 Tracerwire 500' roll	500' roll	101.50	101.50	Y	N
46	1-1/2" Stop Box Busting	50	6.00	300.00	N	N
47	1-1/2" 8" Bury Stop Box (Cast Iron plugs)	50	74.40	3,720.00	Y	N
48	4" C900 PVC	20'	2.86 per ft	57.20	N	N
49	6" C900 PVC	60'	5.73 per ft	343.86	N	N
50	8" C900 PVC	40'	9.90 per ft	396.12	N	N
51	10" C900 PVC	20'	14.87 per ft	297.42	Y	N

10

52	12" C900 PVC	20	20.99 per ft	419.78	N	N
53	4" SDR 35 PVC Sewer	20	1.16 per ft	16.25	Y	N
54	6" SDR 35 PVC Sewer	20	2.56 per ft	36.13	Y	N
55	8" SDR 35 PVC Sewer	20	4.85 per ft	65.03	Y	N
56	4" Flexible Sewer Coupling	10	4.43	44.30	Y	N
57	6" Flexible Sewer Coupling	10	9.47	94.73	N	N
58	Gate Valve Box (Complete) 2 Piece w/ Lid & Insert	25	204.74	5,116.55	Y	N
59	Gate Valve Box (Top Section)	12	68.50	822.00	Y	N
60	Gate Valve Box (Lid Only) (Tyler Only)	25	16.20	405.00	N	N
61	Right Height Valve Box Adapter	12	42.80	513.60	N	N
62	1-1/2" Curb Box Top with TW Screw	25	10.00	250.00	N	N
63	1" Gate Valve Box Riser	15	8.00	120.00	Y	N
64	1-1/2" Gate Valve Box Riser	15	10.00	150.00	Y	N
65	2" Gate Valve Box Riser	15	16.50	247.50	Y	N
66	3" Gate Valve Box Riser	15	13.40	201.00	N	N
67	3/4"x3/4" Lead/Copper Coupling (Flared)	25	30.40	760.00	N	N
68	3/4"x3/4" Lead/Copper Coupling (Flared)	25	35.90	897.50	N	N
69	3/4"x1" Lead/Copper Coupling (Flared)	5	51.30	256.50	Y	N

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70	1"x5/16" Lead/Copper Coupling (Flared)	5	45.20	226.00	N	N
71	5/8"x3/4" Lead/Copper Coupling (Flared)	25	27.20	680.00	N	N
72	3/4"x3/4" Lead/Copper Coupling (Flared)	25	42.40	1,060.00	N	N
73	1-1/2" Curb Box Lid with Cast Iron Plug	50	12.00	600.00	N	N
74	1-1/2" Cast Iron Curb Box Plug	50	2.70	135.00	N	N
75	4" Romac Alpha Coupling	2	308.80	617.80	Y	N
76	6" Romac Alpha Coupling	2	425.50	851.00	Y	N
77	8" Romac Alpha Coupling	2	549.80	1,099.20	Y	N
78	10" Romac Alpha Coupling	2	887.80	1,395.20	Y	N
79	12" Romac Alpha Coupling	2	821.30	1,642.60	Y	N
80	Poly Curb Box A.Y. McDonald 5515LR	1	142.00	142.00	N	N
81	2"x1-1/2" Bushing A.Y. McDonald 5516TLG	1	5.81	5.81	Y	N
82	Gate Stand Middle Section 24" (B6B)	1	58.79	58.79	Y	N
83	Stop Valve Box Bottom 36B 1855	1	40.73	40.73	Y	N
84	Valve Box Top Section 25" 6850	1	48.42	48.42	Y	N
85	Valve Box Bottom Section 24B 6850	1	29.79	29.79	N	N
Section 2 GRAND TOTAL				66,256.76		

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SECTION 3 - FIRE HYDRANTS AND FIRE HYDRANT PARTS

Section 3 contains fire hydrants and fire hydrant parts. These items shall be American-Darling B62B, Pacer WB67, or approved equal. All prices shall be F.O.B. Fargo, North Dakota.

Section 3, Part 1 - Pacer Hydrants and Parts WB67

No.	Item/Description	Estimated Quantity (A)	Unit Price (B)	Total Cost (AxB)	Stock Item	If not stock item, is it available within 3 days FOB? Y/N
1	O-Ring, (3)	20	8.65	173.00	N	N
2	Drain Plunger, (7)	20	21.62	432.40	N	N
3	Lower Operating Nut, (17A)	12	47.57	570.84	N	N
4	Upper Operating Nut, (17B)	12	86.47	1,037.64	N	N
5	Cross Arm - Bronze, (30)	20	92.00	1,840.00	N	N
6	Valve Seat w/#3 and #77, (31)	20	264.90	5,298.00	N	N
7	Upper Valve Washer-Filoted, (24)	10	85.68	856.80	N	N
8	Main Valve-Urethane, (35)	20	86.47	1,729.40	N	N
9	Lower Valve Washer-Standard, (35)	5	N/A	N/A	N	N
10	Lower Valve Washer-Epoxy, (36)	5	48.80	244.00	N	N
11	Support with #59, (36)	10	92.10	921.00	N	N
12	Standpipe Flange, (63)	10	64.86	648.60	N	N
13	Flange Lock Ring, (64)	40	11.12	444.80	N	N
14	Coupling Sleeve Half, (67)	20	16.68	333.60	N	N

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15	Coupling Sleeve Half-Bronze, (67)	20	61.77	1,235.40	N	N
16	Support Gasket, (84)	80	3.71	296.80	N	N
17	Breakable Flange, (113)	20	70.41	1,408.20	N	N
18	Complete Pumper Nozzle 2-1/2"	4	414.19	1,656.76	N	N
19	Conversion Flange	10	141.17	1,411.70	N	N
20	16" Traffic Repair Kit	4	480.32	1,923.68	N	N
21	Barrel Gasket (4 Tab)	80	12.35	988.00	N	N
22	Nozzle Section (Bare Casting Only) Pacer	2	726.36	1,452.72	N	N
23	Valve Seat Insert-Bronze, (97)	20	346.33	6,926.60	N	N
24	Upper Rod Assembly w/Stud & Nuts(71)	5	198.33	991.65	N	N
25	5" Hydrant, 7'6" Depth Alpha (Pacer)	3	3,713.10	11,139.30	N	N
26	5" Hydrant 8'0" Depth Alpha (Pacer)	3	3,784.63	11,353.59	N	N
27	5" Hydrant 8'6" Depth Alpha (Pacer)	3	3,856.00	11,568.00	N	N

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Section 3, Part 2 - American Darling Hydrant and Parts (B-62-B)

No.	Item/Description	Estimated Quantity (A)	Unit Price (B)	Total Cost (AxB)	Stock Item Y/N	If not stock item, is it available within 3 days FOB? Y/N
1	Housing O-Ring, (62-2-2)	50	12.35	617.50	N	N
2	Housing Cover Gasket, (62-13)	50	12.35	617.50	N	N
3	Housing Gasket, (62-14)	50	12.35	617.50	N	N
4	Hose Nozzle, 2-1/2" (62-20-60)	10	108.50	1,085.00	N	N
5	Hose Nozzle O-Ring Seal, (62-20-61)	5	12.35	617.50	N	N
6	Hose Nozzle Retainer, (62-20-62)	5	51.33	256.65	N	N
7	Snap Ring, (62-29-14)	5	32.74	163.70	Y	N
8	Breakable Flange, (62-29-15)	15	88.10	1,321.50	N	N
9	Traffic Model Rod Coupling, (62-29-30)	10	79.92	799.20	N	N
10	Rod Coupling Pin & Clip Pins, (62-29-31)	10	12.35	123.50	N	N
11	Spring, (62-30-05)	40	118.42	4,736.80	N	N
12	Spring Plate, (62-62-04)	40	12.98	519.20	N	N
13	Spring Plate Pin, (62-30-07)	10	12.98	129.80	N	N
14	Upper Rod, (62-30-11)	5	281.76	1,408.80	N	N
15	Lower Rod Stem, (62-30-12)	1	355.83	355.83	N	N
16	Drain Lever, (62-31)	11	232.76	2,560.36	N	N

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17	Hydrant Seat w/O-Rings, (62-35-OR) (includes Drain Lever)	10	499.32	4,993.30	N	N
18	Hydrant Valve, (62-41)	30	122.50	3,675.00	N	N
19	Valve Bottom, (62-42)	15	141.17	2,117.55	N	N
20	4" Gate Valve (Alpha)	1	717.10	717.10	Y	N
21	6" Gate Valve (Alpha)	2	920.81	1,841.62	N	N
22	8" Gate Valve (Alpha)	2	1,411.20	2,822.40	Y	N
23	10" Gate Valve (Alpha)	1	2,195.17	2,195.17	Y	N
24	12" Gate Valve (Alpha)	1	2,786.40	2,786.40	Y	N
25	Gate Valve Box Rubber Adapter	25	35.50	887.50	Y	N
Section 3 GRAND TOTAL				104,253.11		

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SECTION 4 - MISCELLANEOUS STREET MATERIALS

Section 4 contains manhole frames, floating castings, manhole lids, grates, and manhole adjusting rings. These items shall be Neenah, EJ, Ladtech or approved equal. All items will be USA manufactured. All prices shall be F.O.B. Fargo, North Dakota.

No.	Item/Description	Estimated Quantity (A)	Unit Price (B)	Total Cost (AxB)	Stock Item Y/N	If not stock item, is it available within 3 days FOB? Y/N
1	26" Round Manhole Frame 4"	1	170.59	170.59	Y	N
2	26" Round Manhole Frame 7"	1	170.59	170.59	Y	N
3	26" Round Floating Manhole Frame (Self-Leveling Asphalt)	1	753.39	753.39	Y	N
4	26" Round Floating Manhole Frame (Self-Leveling Concrete)	1	714.80	714.80	Y	N
5	26" Round Floating Manhole Lid Sanitary	1	86.00	86.00	N	N
6	26" Round Storm Sewer Lid	1	137.19	137.19	Y	N
7	26" Round Storm Sewer Beehive Grate 6"	1	213.21	213.21	Y	N
8	26" Round Radial Flat Grate Lid	1	157.46	157.46	Y	N
9	26" Self-Sealing Sanitary Sewer Lid	1	86.00	86.00	N	Y
10	2'X2' Inlet Frame	1	208.20	208.10	Y	N
11	2'X2' Inlet Grate	1	198.58	198.58	Y	N
12	24" Round MH Adjusting Ring HDPE 24"X1-01	1	17.67	17.67	Y	N
13	24" Round MH Adjusting Ring HDPE 24"X1-02	1	17.67	17.67	Y	N

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14	24" Slope Round MH Adjusting Ring HDPE 36"X34 to 1-11	1	17.67	17.67	Y	N
15	24"X36" Slope MH Adjusting Ring HDPE 24"X1-14 to 2-3/4	1	27.71	27.71	Y	N
Section 4 GRAND TOTAL				2,976.73		

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Exceptions & Deviations

Proposers shall fully describe every variance exception and/or deviation. List the item number here and fully explain any items in non-compliance with specification. Additional sheets may be used if required.
Item numbers 21, 25 of section two not quote due to availability

Item number 6 of section three not quoted due to availability

SECTION 1 - REPAIR SLEEVES TOTAL

\$ 14,723.30

SECTION 2 - MISCELLANEOUS MATERIAL TOTAL

\$ 68,295.76

SECTION 3 - FIRE HYDRANTS AND FIRE HYDRANT PARTS TOTAL

\$ 104,253.11

SECTION 4 - MISCELLANEOUS STREET MATERIALS

\$ 2,976.73

Company FERGUSON WATERWORKS - 1917 FIRST AVENUE NORTH - FARGO, ND 58102

By: 
Printed CHRISTOPHER SCHMID

GENERAL MANAGER

(Fee)

19

RFP 22021 Water Main Materials, Misc. Materials, Fire Hydrant/Parts, and Misc. Street Materials
 Bids Received 2/9/2022

	Dakota Supply Group	Ferguson Waterworks	Core & Main
Section 1: Repair Sleeves	\$18,066.19	\$14,723.30	\$12,282.21
Section 2: Misc. Materials	\$71,521.29	\$66,266.76	\$74,597.04
Section 3: Fire Hydrant Parts	\$98,435.55	\$104,253.11	\$103,022.42
Section 4: Misc. Street Material	\$3,877.50	\$2,976.73	\$3,297.55
Total Price:	\$191,900.53	\$188,219.90	\$193,199.22



1917 1st Ave N - Fargo, ND 58102 - #2516
 1201 Airport Rd - Bismarck, ND 58504 - #2517
 46997 Sunset Blvd - Sioux Falls SD 57106 - #2810
 1720 State St - Dekalb, IL 60115 - #2521

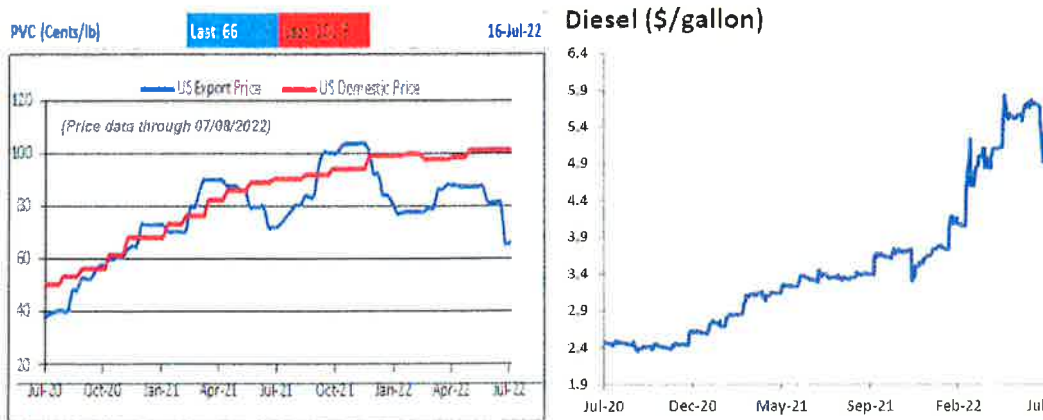
www.ferguson.com

Attn: City of Fargo

Subject: PVC Pipe Increases

Date: 7/20/2022

Thank you for taking time to meet with us this week to discuss the challenging PVC market we are in today. Like many things in life today, the mixture of rising raw material costs, logistical shortages, soaring fuel prices, and labor shortages have created rapidly rising price surges and short supplies all while demands are at all time highs. The below charts of PVC price per pound and rising diesel costs give insight on the impacts discussed in our meeting. For us to be at today's break-even market level, the below are our proposed prices for the remainder of the year. Due to market volatility, prices are subject to change. We appreciate your consideration in this matter as we greatly value our partnership with the City of Fargo.



- 4" C900 -7.96/FT
- 6" C900 -14.59/FT
- 8" C900 -25.81/FT
- 10" C900 -37.50/FT
- 12" C900 -52.81/FT
- 4" SDR35 -3.35/FT
- 6" SDR35 -6.68/FT
- 8" SDR35 -12.52/FT



1917 1st Ave N - Fargo, ND 58102 - #2516
1201 Airport Rd - Bismarck, ND 58504 - #2517
46997 Sunset Blvd - Sioux Falls SD 57106 - #2810
1720 State St - Dekalb, IL 60115 - #2521

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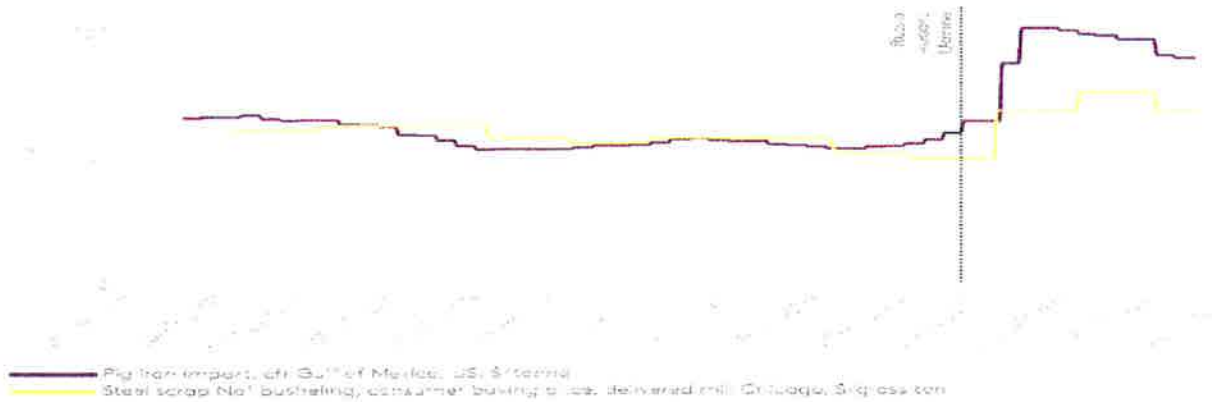
Attn: City of Fargo

Subject: Iron Increases

Date: 7/20/2022

Thank you for taking time to meet with us this week to discuss the challenging Iron market we are in today. Like many things in life today, the mixture of rising raw material costs, logistical shortages, soaring fuel prices, and labor shortages have created rapidly rising price surges and short supplies all while demands are at all-time highs. The below chart of Iron price per pound represents the rapid market increase when the Russian invasion of Ukraine began. For us to be at today's break-even market level, the below are our proposed prices for the remainder of the year. Due to market volatility, prices are subject to change. We appreciate your consideration in this matter as we greatly value our partnership with the City of Fargo.

The Russian invasion of Ukraine disrupted the pig iron supply chain sending prime scrap prices into unprecedented highs
May 2021 - May 2022



Deliver To: From: Jeremy Sheeley Comments:
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11:08:36 JUL 25 2022

Page 1 of 2

FERGUSON WATERWORKS #2516
 Price Quotation
 Phone: 701-293-5511
 Fax: 701-232-8129

Bid No: B168551
Bid Date: 07/25/22
Quoted By: JLS

Cust Phone: 701-241-1453
Terms: NET 10TH PROX

Customer: CITY OF FARGO
 MAINS & HYDRANTS DEPARTMEN
 200 3RD ST N
 FARGO, ND 58102

Ship To: CITY OF FARGO
 MAINS & HYDRANTS DEPARTMEN
 200 3RD ST N
 FARGO, ND 58102

Cust PO#:

Job Name: IRON MATERIALS

Item	Description	Quantity	Net Price	UM	Total
IVBR514G	5-1/4X1 VLV BX RSR	1	19.750	EA	19.75
IVBR514J	5-1/4X1-1/2 VLV BX RSR	1	25.180	EA	25.18
IVBR514K	5-1/4X2 VLV BX RSR	1	25.229	EA	25.23
IVBR514M	5-1/4X3 VLV BX RSR	1	33.450	EA	33.45
T3675050	RITE HITE ADPT SLIP TYPE	1	53.880	EA	53.88
DVBLIDW	TYLER VLV BX LID WTR DOM	1	19.400	EA	19.40
SVBEX24SHD	24 VLV BX EXT SCRW 60	1	71.590	EA	71.59
SVBB36SHD	36 STAR FLR VLV BX BTM	1	77.480	EA	77.48
SVBT26SHD	26 TOP ONLY HD SCRW TYPE	1	85.160	EA	85.16
E00120513	1205Z1 26X4 MH FRM	1	197.760	EA	197.76
E00120511	1205Z 26X7 MH FRM	1	195.820	EA	195.82
E00302401	3024 SELF LVL FRM F/ 1205 ASPHLT	1	897.320	EA	897.32
E00302515A01	3025 SELF LVL FRM F/ 1205 CONC	1	782.390	EA	782.39
E00120563	1205AGS 26 MH LID SAN	1	86.000	EA	86.00
E00120525	1205C 26 MH LID 2PH *STORM	1	157.580	EA	157.58
E00120545	1205 26X6 BEEHIVE GRATE	1	224.450	EA	224.45
E00120530	1205M 26 TYPE C RADIAL GRATE	1	180.880	EA	180.88
E00120563	1205AGS 26 MH LID SAN	1	86.000	EA	86.00
E00511311	5113Z 22 C/BASIN FRM	1	230.290	EA	230.29
E00511331	5113M 22 C/BASIN W/ DNW TRUCK GRATE	1	219.990	EA	219.99

Net Total: \$3669.60
Tax: \$0.00
Freight: \$0.00
Total: \$3669.60



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
 complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2516&on=10683>

FERGUSON WATERWORKS #2516
Price Quotation

Fax: 701-232-8129

11:08:36 JUL 25 2022

Reference No: B168551

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2516&on=10683>

26

August 8, 2022

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

Dear Commissioners:

Attached are the North Dakota State University agreements for the academic year 2022-2023.

The requested motion is to approve the attached agreements.

Thank you,



Cole Swingen
Fargo Assistant Transit Director – Operations

**Agreement for Transit Services
Between
The City of Fargo, North Dakota
and
North Dakota State University**

This Agreement, dated August 8, 2022, is by and between the City of Fargo (“CITY”) and North Dakota State University (“NDSU”).

WHEREAS, NDSU wishes to provide transit services for the benefit of students using the regular fixed route system serving the Fargo-Moorhead metropolitan area, and six circulator shuttle routes serving the NDSU campus and vicinity, and;

WHEREAS, The CITY, through its Transit Division, in partnership with the City of Moorhead, Minnesota, provides bus service within the Fargo-Moorhead metropolitan area, and;

WHEREAS, The CITY has the infrastructure, vehicles, staffing, funding, and operational capacity to provide these services to NDSU in accordance with the articles in this agreement.

NOW, THEREFORE, it is mutually understood and agreed as follows:

ARTICLE 1 – GENERAL PURPOSE

The purpose of this agreement is to provide public transportation opportunities for NDSU students while reducing traffic congestion in the City of Fargo. This Agreement will allow NDSU students, faculty and staff to ride any bus route within the Fargo-Moorhead Metropolitan Area Transit system free of charge in accordance with Article 3.1 below. Students, faculty and staff must swipe a current NDSU ID card when boarding any non-circulator route. In addition to use of the regular fixed route system, six circulator shuttle routes will be maintained to increase student, faculty and staff mobility in and around the NDSU campus.

ARTICLE 2 – SERVICE

- 2.1 Route: The CITY will maintain service on Route 13 which connects the NDSU campus to the Ground Transportation Center where connections are made to routes serving the Fargo-Moorhead area. The CITY will also maintain six circulator routes in and around the NDSU campus, to be funded in accordance with Article 2.2 below.
- 2.2 Service: The following six circulator shuttle routes will utilize a total of eight (7) vehicles and operate in and around the NDSU main and downtown campus. Each will operate on routes/schedules determined by the CITY. Circulator shuttle routes will operate on days which NDSU classes are in session, the day prior to NDSU class starting each semester, and during NDSU finals week of each semester, except on State Holidays. Circulator shuttle routes are listed in article 3.2 below with the total operating hours assigned to each route per day. NDSU will have 57.01 operating hours each day NDSU classes are in session, the day prior to NDSU class starting each semester, and during NDSU finals week of each semester, except on State Holidays.

ARTICLE 3 – PAYMENT

3.1 **Bison Roam Free U-Pass Program:** All enrolled NDSU students regardless of full or part-time status, class standing, or location of residence shall be authorized to ride any fixed route within the Fargo-Moorhead Metropolitan Area Transit system free of charge. This service is referred to as the “Bison Roam Free U-Pass Program”, or simply as “U-Pass.” To be eligible for participation, students must swipe a current NDSU ID at the time of boarding. In exchange, NDSU will pay the CITY an annual amount of \$81,616.17 for the U-Pass Program, which is in effect starting August 8, 2022 and ending June 30, 2023.

The U-Pass cost is calculated by taking the total percent of NDSU student, faculty and staff ridership from all Fargo non-circulator routes at fifteen percent (15%) of the previous year’s operating costs. The formula below shows the calculation for the previous year.

FTA expectation is 15% farebox recovery. 15% of Operating Expenses = 15% Farebox Recovery * % NDSU Non-Circulator Ridership = U-Pass Cost includes NDSU Students, Faculty and Staff.

U-Pass Cost	2021 Operating Expenses (Fixed)	15% Farebox Recovery	% NDSU Non-Circulator Ridership	Total
	\$9,947,128	\$1,492,069	5.47%	\$81,616.17

3.2 **Circulator Costs:**

August 1, 2022 to May 31, 2023					
Route	Daily Revenue Hours	Academic Operating Days	Annual Operating Hours	Rate	Cost
Route 31	10.50	161	1669.5		
Route 32E	10.67	161	1696.53		
Route 33	23.43	161	3,772.23		
Route 34	8.91	161	1416.69		
TapRide	3.5	161	556.5		
Totals	57.01		9,111.45	\$75.59	\$688,734.51

Vehicle advertising is included in the hourly operating costs for NDSU routes. For every 1,000 annual operating hours, NDSU receives one (1) vehicle for advertising on both the interior and exterior of the vehicle. NDSU is allowed a maximum of 9 vehicles at the current rate. The City will handle installation and removal of all wraps. The City will have sole discretion on which vehicles the wraps are placed.

3.3 **Credits:**

In the event any revenue hours are canceled by either NDSU or the City of Fargo, a credit of the total number of hours canceled at the current rate per hour will be credited in the following years cost spreadsheet. Hours credited for the 2021-2022 academic year for this agreement are listed below.

NDSU 2021 Closings (Missed Service due to weather)	Hours	Rate	Total
1/7/21 – Late Start	7.87	\$75.59	\$594.89
1/14/21 – Closed	63.97	\$75.59	\$4,835.49
2/11/21 – Closed	63.97	\$75.59	\$4,835.49
2/18/21 – Closed	63.97	\$75.59	\$4,835.49
2/21/21 – Late Start	7.87	\$75.59	\$594.89
2/22/21 - Closed	63.97	\$75.59	\$4,835.49
		TOTAL	\$20,531.74

3.4 Payments & Schedule:

Description	Payment Due	Amount
U-Pass	July 31, 2022	\$81,616.17
Circulator Service 2022-2023 Academic Year		\$688,734.51
Credits from 2020-2021 Academic Year		\$20,531.74
Total Circulator Service		\$668,202.58
*10 Payments August 2022 to May 2023		\$66,820.26

ARTICLE 4 – ROUTE/SERVICE ADJUSTMENTS

The CITY will closely monitor NDSU student ridership statistics, patterns, and other information to create quarterly reports for NDSU. NDSU will consult with students on the usefulness of the transit service, and provide this information to the CITY. Based on this information, the parties may jointly make adjustments to the routes and transit schedule. Both parties acknowledge that any such adjustments must comply with all applicable federal, state and local rules and regulations regarding transit operations, and with basic safety requirements pertaining to the operation of public transit vehicles.

ARTICLE 5 – INSURANCE

The CITY shall maintain and provide casualty, liability, body injury, collision and comprehensive insurance on the buses and equipment it deems necessary, and NDSU shall have no responsibility to provide such coverage. The CITY is authorized to self-insure for such risks, subject to the liability limits of the State of North Dakota.

ARTICLE 6 – FORCE MAJEURE

Neither Party shall be held responsible for delays or lack of performance caused by events or acts beyond their control. Such events and acts include, but are not limited to, acts of God, inclement weather, strikes and labor disputes, lack of fuel, road closures, and changes in government regulation, war, insurrection or civil unrest.

ARTICLE 7 – TERM OF AGREEMENT

This Agreement shall become effective August 8, 2022, and shall remain in full-force and effect until June 30, 2023 unless terminated earlier as herein provided. The U-Pass portion of the agreement is in effect for the term of this agreement, and the shuttle service portions of the agreement that reference days that class is in session are in effect for the NDSU Fall 2022 and Spring 2023 semesters.

ARTICLE 8 – TERMINATION OF AGREEMENT

- 8.1 Changes in City Cost, Funding, or Service: The CITY may terminate or reduce the amount of service in this Agreement if there is, in the opinion of a majority of the City Commission, a significant increase in local costs; or insufficient local, state or federal funding available for the service. In such an event the CITY will provide NDSU a written notice ninety (90) days prior to any changes in the service.
- 8.2 NDSU Initiated Termination of U-Pass Program: NDSU may terminate the portion of this Agreement with the CITY that allows NDSU students to ride for no charge by providing written notice ninety (90) days prior to the termination of the Agreement. Any monies paid by NDSU to the CITY will be reimbursed on a prorated basis in which the numerator is the length of time from the beginning of the term to the termination date and the denominator is the length of time from the beginning of the term to May 12, 2023. NDSU understands that termination of the U-Pass program may result in the termination of the shuttle services due to required compliance with federal rules and regulations.

ARTICLE 9 – GENERAL PROVISIONS

- 9.1 Safety and Environmental Codes: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act as well as any pertinent federal, state and local safety or environmental codes.
- 9.2 Compliance with Applicable Rules and Regulations: This Agreement shall be subject to, governed by, and construed according to all applicable administrative codes and laws of the City of Fargo, State of North Dakota, and federal government.
- 9.3 Severability Clause: In the event that any provision of the Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect in any manner the legality or the remaining provisions of the Agreement, and each provision of the Agreement will be, and is deemed to be separate and severable from each other provision.
- 9.4 By the 30th day of each semester start, NDSU will provide the City a complete list of all active NDSU student, faculty and staff ID card numbers ensuring only active students are riding under the U-Pass program.

ARTICLE 10 – AUTHORITY TO AMEND FINANCIAL TERMS OF AGREEMENT

The City and NDSU shall be authorized to adjust the financial terms of this agreement and the term of agreement as they mutually agree, from time to time.

ARTICLE 11 – DISPUTES

In the event of a dispute regarding the performance of, or adherence to the provisions of this Agreement by either party to the Agreement, the CITY and NDSU shall select a representative(s) who will attempt to resolve the dispute. If the representatives are unable to resolve the dispute, the issue will be presented to the City’s Administrator. If the City Administrator cannot resolve the dispute, then it will be referred to the Fargo City Commission. If the Fargo City Commission’s decision does not resolve the dispute, the parties have such remedies as provided by law.

ARTICLE 12 – NOTICES

All notices herein required and any communications with respect to this Agreement shall be effected upon the mailing thereof, and addressed as follows:

NDSU

Mr. Mike Ellingson
Director, Facilities Management
North Dakota State University
Box 6050
Fargo, ND 58105

City of Fargo

Ms. Julie Bommelman
Transit Director
Metro Area Transit Garage
650 23rd St. N.
Fargo, ND 58102

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective August 8, 2022.

North Dakota State University

City of Fargo

Mr. Bruce Bollinger
Vice President for Finance and Administration

Dr. Timothy J. Mahoney, Mayor

Date: _____

Date: _____

Attest:

Steven Sprague, City Auditor

**Amendment to
Joint Powers Agreement for Transit Support
Between
The City of Fargo, North Dakota
and
North Dakota State University**

This Amendment to Agreement (attachment A) is effective the 8th day of August, 2022, and is by and between the City of Fargo (“CITY”) and the North Dakota State Board of Higher Education on behalf of North Dakota State University (“NDSU”).

WHEREAS, CITY and NDSU entered into a Joint Powers Agreement for Transit Support dated August 8, 2022; and,

WHEREAS, Article 11 of said Joint Powers Agreement stated that the CITY and NDSU shall be authorized to adjust the financial terms of said agreement and the term of said agreement as they mutually agree in writing, from time to time; and,

WHEREAS, the CITY and NDSU wish to make such adjustments for the school year 2022-2023.

NOW, THEREFORE, it is mutually understood and agreed as follows:

A. Article 3, entitled “Payment” shall be amended to read as follows:

ARTICLE 3 – PAYMENT

3.1 NDSU will pay to the CITY \$668,202.58 over the term of this agreement.
Payments of \$66,820.26 will be made each month for 10 months, starting August, 2022.
Said monthly payments shall be made, in arrears, by the end of each month.

B. Article 6, entitled “Term of Agreement” shall be amended to read as follows:

ARTICLE 7 – TERM OF AGREEMENT

This Agreement shall become effective August 8, 2022 and shall remain in full-force and effect for until June 30, 2023, unless terminated earlier as provided in the joint powers agreement (attachment A).

C. Article 11, entitled “Notices” shall be amended to read as follows:

ARTICLE 11 – NOTICES

All notices herein required and any communications with respect to this Agreement shall be effected upon the mailing thereof, and addressed as follows:

NDSU

Mr. Mike Ellingson
Director of Facilities Management
North Dakota State University
Box 6050
Fargo, ND 58105

City of Fargo

Ms. Julie Bommelman
Transit Director
Metro Area Transit Garage
650 23rd St. N.
Fargo, ND 58102

D. In all other respects, the Joint Powers Agreement for Transit Support shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective August 8, 2022.

North Dakota State University

City of Fargo

Mr. Bruce Bollinger
Vice President for Finance and Administration

Dr. Timothy J. Mahoney, Mayor

Date: _____

Date: _____

Attest: City Auditor Date

REPORT OF ACTION

UTILITY COMMITTEE

27

Project No. SW 21-02

Type: Final Balancing Change Order

Location: Solid Waste Division - Landfill

Date of Hearing: 8/3/22

<u>Routing</u>	<u>Date</u>
City Commission	8/8/22
Project File	

Scott Olson, Solid Waste Utility Engineer, presented the attached Change Orders for project SW 21-02 Cell 20 Waste Excavation.

On August 9, 2021, the Commission approved the award for the Cell 20 Waste Excavation **Project SW 21-02** to R.J. Zavoral & Sons Inc. in the amount of **\$1,182,810.00** based on the engineer's estimated quantities. Funding for construction of Project SW 21-02 has been provided for in the 2020-2021 Solid Waste Division budget with an Engineer's Estimate of \$1,589,000.

The table below shows the adjustments to the contract following the Final Balancing Change Order (FBCO):

Contractor	Original Contract Amount	Change Orders	Final Contract Amount
R.J. Zavoral & Sons, Inc.	\$1,182,810.00		
CO #1 - FBCO		(\$7,305.68)	
		Total	\$1,175,504.32

A detailed summary of the final balancing change order has been included in the memorandum to the Utility Committee for your review.

MOTION:

On a motion by Ben Down, seconded by Troy Hall, the Utility Committee voted to approve the attached Final Balancing Change Order for SW 21-02 Cell 20 Waste Excavation.

COMMITTEE:

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Denise Kolpack, City Commissioner	X	X		X
Bruce Grubb, PT Assistant City Administrator	X	X		
Brenda Derrig, City Engineer	X	X		
Terri Gayhart, Director of Finance	X	X		
Brian Ward, Water Plant Supt.	X	X		
Mark Miller, Wastewater Plant Supt.				
Scott Liudahl, City Forester	X	X		
Terry Ludlum, Solid Waste Utility Director	X	X		
James Hausauer, Wastewater Util. Director	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X		
Scott Olson, Solid Waste Utility Engineer	X	X		
Daniel Portlock, Water Utility Engineer	X	X		

ATTEST:


 Scott Olson
 Solid Waste Utility Engineer

C: Tim Mahoney, Mayor
 Commissioner Grindberg
 Commissioner Piepkorn
 Commissioner Strand

To: Utility Committee
 From: Terry Ludlum, Solid Waste Utility Director **TL**
 Scott Olson, Solid Waste Utility Engineer **SO**
 Date: July 28, 2022
 Subject: Project SW 21-02 – Change Order 1 - Final Balancing Change Order

On August 9, 2021, the Commission approved the award for the Cell 20 Waste Excavation Project SW 21-02 to R.J. Zavoral & Sons Inc. in the amount of \$1,182,810.00 based on the engineer's estimated quantities. Funding for construction of Project SW 21-02 has been provided for in the 2020-2021 Solid Waste Division budget with an Engineer's Estimate of \$1,589,000.

The following table shows the as-built final quantities in relation to the original estimated quantities.

Bid Item	Quantity		Original		As-Built	
			Unit Price	Extended Price	Quantity	Extended Price
Mobilization & Demobilization	1	LS	\$34,000.00	\$34,000.00	1	\$34,000.00
Field Engineering	1	LS	\$16,000.00	\$16,000.00	1	\$16,000.00
Soil Excavation	152,500	CY	\$2.80	\$427,000.00	143,913	\$402,957.52
Exc. and Relocation of Waste	188,900	CY	\$3.40	\$642,260.00	193,415	\$657,611.68
Leachate Handling	1	LS	\$21,300.00	\$21,300.00	1	\$21,300.00
Controlled Fill	5,000	CY	\$4.40	\$22,000.00	5,315	\$23,385.12
Erosion Control	1	LS	\$7,500.00	\$7,500.00	1	\$7,500.00
Site Restoration	1	LS	\$12,750.00	\$12,750.00	1	\$12,750.00
BID TOTAL				\$1,182,810.00	\$1,175,504.32	

Following this Final Balancing Change Order (FBCO) the final contract amounts are as follows:

Contractor	Original Contract Amount	Change Orders	Final Contract Amount
R.J. Zavoral & Sons, Inc.	\$1,182,810.00		
CO #1 - FBCO		(\$7,305.68)	
		Total	\$1,175,504.32

SUGGESTED MOTION:

Approve the final balancing quantities and associated costs in the amount of \$1,175,504.32 for Project SW 21-02.

Attachment

cc: Steve Sprague, City Auditor
 Randy Hanson, Stantec
 Scott Anderson, Landfill Supervisor

Commercial/Residential Service
 701-241-1449

Household Hazardous Waste
 701-281-8915

Landfill
 701-282-2489

Recycling
 701-298-6944

Roll-off Service
 701-241-1449

Web Site: www.cityoffargo.com/solidwaste

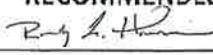

Date of Issuance:	Effective Date: <u>7/20/2022</u>
Owner: <u>City of Fargo Division of Solid Waste</u>	Owner's Contract No.: <u>SW21-02</u>
Contractor: <u>RJ Zavoral and Sons, Inc.</u>	Contractor's Project No.: <u>-</u>
Engineer: <u>Stantec</u>	Engineer's Project No.: <u>27702496</u>
Project: <u>Cell 20 Waste Excavation</u>	Contract Name:

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

Description: Final balancing change order to reduce the contract amount based on actual quantities being lower than anticipated

Attachments: n/a

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$ 1,182,810.00</u>	Original Contract Times: Substantial Completion: <u>February 15, 2022</u> Ready for Final Payment: <u>March 15, 2022</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : <u>\$ 0</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: <u>\$ 1,182,810.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>February 15, 2022</u> Ready for Final Payment: <u>March 15, 2022</u> days or dates
Decrease of this Change Order: <u>\$ 7,305.68</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 1,175,504.32</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>February 15, 2022</u> Ready for Final Payment: <u>March 15, 2022</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u>	By: _____	By: <u></u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: <u>Secretary</u>
Date: <u>7/20/2022</u>	Date: _____	Date: <u>7/20/2022</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

REPORT OF ACTION

UTILITY COMMITTEE

Project No. SW 22-01

Type: Change Orders

Location: Solid Waste Division - Landfill

Date of Hearing: 8/3/22

<u>Routing</u>	<u>Date</u>
City Commission	8/8/22
Project File	SW22-01

Scott Olson, Solid Waste Utility Engineer, presented the attached Change Orders for project SW 22-01 Cell 20 Construction

On May 31, 2022, the Commission approved the award of the Cell 20 Construction Project SW 22-01 to Burski Excavating, Inc. in the amount of **\$3,422,822.90**. Awarded contract bid price, change orders and adjusted contract price are as follows:

Contractor	Approved Contract Price w/ Previous Change Order	Current Change Orders	Adjusted Contract Price
Burski Excavating	\$3,422,822.90		
CO #1 – Add Barbed Wire		\$9,900.00	
CO #2 – Add Erosion Control		\$3,509.00	
		\$13,409.00	\$3,436,231.90

A detailed summary of each change order has been included in the memorandum to the Utility Committee for your review.

MOTION:



On a motion by Scott Liudahl, seconded by Ben Dow, the Utility Committee voted to approve the attached Change Orders for SW 22-01 Cell 20 Construction.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Denise Kolpack, City Commissioner	X	X		X
Bruce Grubb, PT Assistant City Administrator	X	X		
Brenda Derrig, City Engineer	X	X		
Terri Gayhart, Director of Finance	X	X		
Brian Ward, Water Plant Supt.	X	X		
Mark Miller, Wastewater Plant Supt.				
Scott Liudahl, City Forester	X	X		
Terry Ludlum, Solid Waste Utility Director	X	X		
James Hausauer, Wastewater Util. Director	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X		
Scott Olson, Solid Waste Utility Engineer	X	X		
Daniel Portlock, Water Utility Engineer	X	X		

ATTEST:

Scott Olson
 Solid Waste Utility Engineer

C: Tim Mahoney, Mayor
 Commissioner Preston
 Commissioner Piepkorn
 Commissioner Strand

To: Utility Committee
 From: Terry Ludlum, Solid Waste Utility Director 
 Scott Olson, Solid Waste Utility Engineer 
 Date: July 28, 2022
 Subject: Project SW 22-01 – Cell 20 Construction Change Orders 1 and 2

On May 31, 2022, the Commission approved the award of the Cell 20 Construction Project SW 22-01 to Burski Excavating, Inc. in the amount of \$3,422,822.90.

Project	Contractor	Substantial Completion Date	Bid Amount
Cell 20 Construction	Burski Excavating, Inc	November 30, 2022	\$3,422,822.90

The following table shows the cost for the proposed change orders and associated change in the substantial completion date during this approval period (monthly):

Change Order	Description	Change in Sub. Completion Date	Change Order Amount
Change Order #1	Add Barbed Wire	0 Days	\$9,900.00
Change Order #2	Add Erosion Control	0 Days	\$3,509.00
		Total	\$13,409.00

With Change Order approval, the updated contract amounts and completion dates would be:

Contract	Contractor	New Substantial Completion Date	New Contract Amount
Cell 20 Construction	Burski Excavating, Inc.	November 30, 2022	\$3,436,231.90

Detailed Summary of Change Orders

The project cost and time impacts to the proposed changes are as follows:

Change Order #1 – Add Barbed Wire to Proposed 12th Ave Fence

Following internal discussion with Solid Waste staff it was determined that barbed wire should be added to the proposed fence line along 12th Ave to assist in controlling blowing debris from leaving the Landfill site. Price includes any modifications to originally planned fence materials and furnishing & installing approximately 2,500 feet of barb wire.

Fencing	9,900.00
Furnish & Install	
2,500ft of 3 Strand Barb Wire onto 8ft High Galv. Chain Link Fence	

Commercial/Residential Service 701-241-1449	Household Hazardous Waste 701-281-8915	Landfill 701-282-2489	Recycling 701-298-6944	Roll-off Service 701-241-1449
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Web Site: www.cityoffargo.com/solidwaste

Cost: \$9,900.00
Added Contract Time: 0 Days
Reason: City Requested

Change Order #2 – Additional Erosion Control along 12th Ave

Due to the amount of earthwork that will be required to install the proposed sanitary sewer, fencing, and construct the berm along 12th Ave the Contractor's erosion control plan recommends installing additional silt fence and additional bio rolls between the 12th Ave sidewalk and construction. Price includes furnishing & installing 1,100 feet of silt fence and 7 bio rolls. The Contractor will be required to maintain these items during construction.

Addition Erosion Control 3,509.00
Added 1,100ft of Silt Fence
and 7 Flared End Bio Rolls

Cost: \$3,509.00
Added Contract Time: 0 Days
Reason: Contractor Recommended

If approved, change orders to date will total 0.39% of total construction costs.

Process for Amending the Contract Documents; Changes in the Work

As provided in the specifications, and to avoid substantial construction schedule delays, Work Change Directives (WCD) were issued for the additional work described above. Acceptance of WCD's by Solid Waste (City) staff are provided after review and negotiation following Contractor proposal requests and submittal. WCD's are incorporated in subsequent Change Orders through formal Utility Committee and City Commission approval on this project.

SUGGESTED MOTION:

Approve the contract Change Orders with Burski Excavating, Inc. as described above for project SW 22-01.

Attachment

cc: Steve Sprague, City Auditor
Randy Hanson, Wenck Associates
Scott Anderson, Landfill Supervisor

Date of Issuance: 07/26/22
 Owner: City of Fargo Division of Solid Waste
 Contractor: Burski Exc., Inc
 Engineer: Stantec, Inc.
 Project: Cell 20 Construction

Effective Date: 07/26/22
 Owner's Contract No.: SW22-01
 Contractor's Project No.:
 Engineer's Project No.: 227704764
 Contract Name: Cell 20 Construction

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

Description: Adding three strands of barbed wire to top of north fence.

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>3,422,822.90</u>	Original Contract Times: Substantial Completion: <u>November 30th, 2022</u> Ready for Final Payment: <u>December 30th, 2022</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : \$ <u>0</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ <u>3,422,822.90</u>	Contract Times prior to this Change Order: Substantial Completion: <u>November 30th, 2022</u> Ready for Final Payment: <u>December 30th, 2022</u> days or dates
Increase of this Change Order: \$ <u>9,900</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ <u>3,432,722.90</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>November 30th, 2022</u> Ready for Final Payment: <u>December 30th, 2022</u> days or dates

RECOMMENDED:
 By: *Samuel March*
 Engineer (if required)
 Title: Project Manager
 Date: 07/26/22

ACCEPTED:
 By: _____
 Owner (Authorized Signature)
 Title _____
 Date _____

ACCEPTED:
 By: *Nick*
 Contractor (Authorized Signature)
 Title: Estimator/PM
 Date: 7-27-22

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____



204 - 9th Avenue NE
P.O. Box 130
Rice MN 56367
(320) 393-4160

Change Order

Order#: 1

Order Date: 07/22/2022

To: City of Fargo

Project: 16738
Fargo Cell 20
Fargo ND

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

Ordered By:

Customer Order:

Specifications Attached

Description of Work	Amount
Fencing Furnish & Install 2,500ft of 3 Strand Barb Wire onto 8ft High Galv. Chain Link Fence	9,900.00

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

9,900.00

Owner: _____ Date: _____

Contractor: _____ Date: _____

Dakota Fence

1110 25th Ave N | Fargo, ND 58102
Phone: 701-237-6181 | Toll Free: 800-726-4064 | Fax: 701-293-7811
E-mail: sales@dakotafence.com Website: www.dakotafence.com

City of Fargo PROPOSAL SUBMITTED TO	PHONE	7-19-22 DATE
STREET	Cell 20 – City Landfill JOB NAME	
CITY, STATE AND ZIP CODE	Fargo, ND JOB LOCATION	

We hereby submit specifications and estimates for:

CHANGE ORDER

To supply material and labor to add 3 strands barb wire onto 8' high galvanized chain link fence as per attached specification. Total footage is 2500 LF.

TOTAL PRICE: \$9,009.00 + 9% markup for Burski = \$9,900.00

Material Cost - \$4,367.00 - includes barb arms, barbwire and longer terminal posts

Labor Cost- \$4,642.00 - estimated 50 hours for installation of barbwire – has no relation to original bid of installing fence.

Notes/Exceptions:

- Price does not include grading, staking, survey or clearing of fence line.
- Price does not include Bond, add \$8.20/\$1,000.00 if needed.
- Priced for completion during 2022 Construction season.
- Electrical grounding is not included, by others.
- Additional charges will apply if a secondary sweep/locate is required
- Hydro-vac excavation or core drilling of holes is not included.
- Price does not include work during frozen weather conditions.
- Dakota Fence is a member of PEC Premier and ISNetworld.
- A copy of this proposal is to become part of the contract.

Terms of Payment to be made as follows: 50% down, monthly progress billings, and balance upon completion, all subject to approved credit

Purchaser agrees to indemnify and hold harmless Dakota Fence and its agents from and against any and all claims, liabilities and damages, including outside and in-house attorneys' fees and costs, arising from or related any failure to erect fence, guardrail, or other products on or within property lines; any failure to comply with by-laws, restrictive covenants, building codes or other restrictions; encroachment or interference with any easement; damage to any improvements, including underground sprinklers, utilities, including wires or pipes; frost heave; personal injury or death; removal of fence or products. Purchaser agrees that Dakota Fence's liability shall not exceed the amount paid to it under this Proposal. Dakota Fence shall not be liable for any direct, indirect, special, incidental, or consequential damages. Purchaser agrees to be responsible for excavated soil or Dakota Fence shall dispose of soil for an additional charge. All work to be completed according to standard industry practices. Any alteration or deviation from this proposal requires Dakota Fence's prior written consent and shall automatically become part of and subject to this Proposal. Any additional costs from any such change shall result in an extra charge, which Purchaser agrees to pay. Purchaser agrees to pay Dakota Fence's outside and in-house attorneys' fees and costs in the collection and enforcement of this Proposal. This Proposal contingent upon strikes, accidents or delays beyond Dakota Fence's control and supercedes all prior written or oral agreements. Purchaser agrees to carry all homeowner, liability and other necessary and required insurance. Dakota Fence's workers are fully covered by Workers Compensation Insurance or other required insurance. All fence or product remains the property of Dakota Fence until paid for by Purchaser and Purchaser authorizes Dakota Fence to remove the same and charge Purchaser for the fence or product and their removal if payment is not made per the terms of this Proposal. Purchaser agrees to pay 1.5% per month on all past due accounts. Any fence project that is considered custom or has special order materials is not returnable and therefore not fully refundable. A minimum of 25% restocking fee will apply with certain items being subject to higher restock fees as established from time to time by Dakota Fence.

Unless objected by the Purchaser, Dakota Fence shall place a lawn sign on the property for the duration of Dakota Fence's work.

Acceptance of Proposal. The above prices, specifications, terms, and conditions are satisfactory and accepted by Purchaser. Dakota Fence is authorized to do the work as specified and Purchaser agrees to make payment as outlined above.

Date of Acceptance _____

Equal Opportunity Employer

By: Cody Baker

Cody Baker - Commercial Estimator

This Proposal may be withdrawn by Dakota Fence within 15 days.

Purchaser
Purchaser Name: _____

By: _____

Print Name _____

Its: _____



Date of Issuance: 07/26/22	Effective Date: 07/26/22
Owner: City of Fargo Division of Solid Waste	Owner's Contract No.: SW22-01
Contractor: Burski Exc., Inc	Contractor's Project No.:
Engineer: Stantec, Inc.	Engineer's Project No.: 227704764
Project: Cell 20 Construction	Contract Name: Cell 20 Construction

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

Description: Adding additional erosion control: extra silt fence 1,100 LF and 7 12" biorolls.

Attachments: [List documents supporting change]

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 3,422,822.90	Original Contract Times: Substantial Completion: <u>November 30th, 2022</u> Ready for Final Payment: <u>December 30th, 2022</u> days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ 9,900	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ 3,432,722.90	Contract Times prior to this Change Order: Substantial Completion: <u>November 30th, 2022</u> Ready for Final Payment: <u>December 30th, 2022</u> days or dates
Increase of this Change Order: \$ 3,509	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ 3,436,231.90	Contract Times with all approved Change Orders: Substantial Completion: <u>November 30th, 2022</u> Ready for Final Payment: <u>December 30th, 2022</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Samuel March</u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: <u>Nick B...</u> Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: <u>Estimator/Pm</u>
Date: <u>07/26/22</u>	Date: _____	Date: <u>7-27-22</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



204 - 9th Avenue NE
P.O. Box 130
Rice MN 56367
(320) 393-4160

Change Order

Order#: 2

Order Date: 07/22/2022

To: City of Fargo

Project: 16738
Fargo Cell 20
Fargo ND

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

Ordered By:

Customer Order:

Specifications Attached

Description of Work	Amount
Addition Erosion Control Added 1,100ft of Silt Fence and 7 Flared End Bio Rolls	3,509.00

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

3,509.00

Owner: _____ Date: _____
Contractor: _____ Date: _____

From: Mauch, Sam <sam.mauch@stantec.com>
Sent: Wednesday, July 20, 2022 3:29 PM
To: Scott Olson; Terry Ludlum
Cc: Hanson, Randy
Subject: Erosion Control Plan and Quotes
Attachments: **Fargo Cell 20 Erosion and Sediment Control Redlines.pdf**

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

Scott/Terry,

As we discussed, see attached for the laid out proposed erosion control plan. Let me know if you think all of the 12" biorolls are necessary (and in the appropriate locations).

On the quote(s) for the silt fence, with the added extra 1100' to the original 1200' bid (total 2300'), it's an additional \$2,354 for silt fence. And the 7 culvert(s) protection along the ponds/drainage areas is \$1,155. This makes a total of **\$3,509** for additional erosion control. Let me know on your thoughts when you get a chance.

Thanks,

Sam Mauch

Civil Engineer

Phone: (701) 893-2315

Cell: (701) 403-3069

Stantec

3303 Fiechtner Drive Suite 100

Fargo ND 58103



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REPORT OF ACTION

UTILITY COMMITTEE

29

Project: WW1707

Type: FEMA Pre-Disaster Mitigation Grant
Period of Performance Time Extension

Location: Water Reclamation Facility – Flood Protection Project

Date of Hearing: 8/3/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>8-8-2022</u>
Project File	_____

Jim Hausauer, Water Reclamation Utility Director, presented the attached memo requesting a time extension for a FEMA Pre-Disaster Mitigation Grant (PDM) for Project WW1707. The Fargo Water Reclamation Facility (WRF) currently does not have permanent flood control in place to protect the facility during flooding events. The WRF has relied on temporary measures to protect the facility in the event of river flooding. In 2009, a temporary earth levee was constructed through the center of the facility and on the south access road affecting daily operations for weeks. Installing & removing temporary measures are time consuming & expensive. As a regional provider of water reclamation services, the City has a large investment to protect in the current Water Reclamation Facility (WRF).

The Pre-Disaster Mitigation (PDM) program makes Federal funds available to State, Local & Tribal Governments to implement/sustain cost effective measures designed to reduce reliance on Federal funding from future disasters. The PDM program provided the City 75% Federal funding for a 500-year levee to provide infrastructure protection & eliminating the need for temporary levees for future floods. Federal funding was available with a Period of Performance of 42 months, which began October 1, 2018 and was to end April 1, 2022. Note: Funding for the local share has a placeholder in the Water Reclamation Utility 20 year CIP (Infrastructure Sales Tax Fund 455).

The City of Fargo provided the attached Jan. 2022 letter as a formal request to extend the period of performance (POP) for the WRF Flood Protection Project from April 1, 2022 until April 1, 2023. The main reasons for this extension request included the following items:

- The POP started October 1, 2018, however, the project was not awarded to the City until March 2020. The delayed award provided a shorter timeframe to complete the project. (24 months vs 42 months)
- 99% plans and specifications for the project have been developed. However, progress on the F-M Area Diversion project has resulted in lowering the 500-year flood protection level. It has been determined that the original scope & cost of the project can be reduced and will require some minor redesign efforts. The City will proceed with revising the plans and specifications for the project with an estimated bid to occur in Q3 of 2022 with an estimated completion date of Q2 or Q3 of 2023.
- Due to the status of the ongoing WRF expansion project, it is prudent to delay bidding & construction of the levee project to avoid potential conflicts between construction activities and multiple contractors.

On a motion by Brian Ward, seconded by Scott Olson, the Utility Committee voted to approve the Pre-Disaster Program Subgrant Agreement with the North Dakota Department of Emergency Services and FEMA for a one year time extension of the Period of Performance for Project WW1701 (Water Reclamation Flood Protection Plan)

RECOMMENDED MOTION:

Concur with the Utility Committee recommendation to approve the Pre-Disaster Program Subgrant Agreement with the North Dakota Department of Emergency Services and FEMA for a one year time extension of the Period of Performance for Project WW1701 (Water Reclamation Flood Protection Plan)

COMMITTEE:

	Present	Yes	No	Unanimous	X
					<u>X</u>
					Proxy
Denise Kolpack, City Commissioner	X	X			
Terru Gayhart, Director of Finance	X	X			
Brian Ward, Water Plant Supt.	X	X			
Mark Miller, Water Reclamation Plant Supt.					
Bruce Grubb, Temp. PT City Administrator	X	X			
Scott Liudahl, City Forester	X	X			
Terry Ludlum, Solid Waste Utility Director	X	X			
Jim Hausauer, Water Reclamation Utility Dir.	X	X			
Troy Hall, Water Utility Director	X	X			
Ben Dow, Public Works Operations Director	X	X			
Brenda Derrig, City Engineer	X	X			
Scott Olson, Solid Waste Utility Engineer	X	X			
Dan Portlock, Water Utility Engineer	X	X			

ATTEST:



Jim Hausauer
Water Reclamation Utility Director

- C: Mayor Mahoney
Commissioner Strand
Commissioner Piepkorn
Commissioner Preston

MEMORANDUM

August 3, 2022

To: Utility Committee

From: Jim Hausauer, Water Reclamation Utility Director *JH*

Re: FEMA Pre-Disaster Mitigation- Period of Performance Time Extension
Project #: PDMC-PL-08-ND-2018-023
Project WW1707 - Water Reclamation Facility Flood Protection Plan

Background-Pre Disaster Mitigation

The Fargo Water Reclamation Facility (WRF) currently does not have permanent flood control measures in place to protect the facility during flooding events. The WRF has relied on temporary measures to protect the facility in the event of river flooding. In 2009, a temporary earth levee was constructed through the center of the facility and on the south access road affecting daily operations for weeks. Installing & removing temporary measures is time consuming & expensive when a flood threatens the facility. As a regional provider of wastewater services, the City has a rather large investment in the current Water Reclamation Facility (WRF) and its operations.

The Pre-Disaster Mitigation (PDM) program makes Federal funds available to State, Local and Tribal Governments to implement and sustain cost effective measures designed to reduce risk to individuals and property from natural hazards, while reducing reliance on Federal funding from future disasters. The PDM program provided 75% funding for a 500-year levee to provide infrastructure protection & eliminating the need for temporary levees for future floods. Federal funding was available with a Period of Performance of 42 months, which began October 1, 2018 and was to end April 1, 2022. The cost share provides 75% Federal funding of the eligible costs, with the remaining 25% of eligible costs derived from non-Federal sources. The preliminary estimate for the WWTP Levee is \$4.9 million resulting with the Federal share of \$3,679,792.50 and a local share of \$1,226,597.50. Note: Funding for the local share has a placeholder in the Wastewater Infrastructure Sales Tax Fund 455 and in the Wastewater Utility 20 year CIP.

Request to Modify/Extend the Period of Performance

The City of Fargo provided the attached letter as a formal request to extend the period of performance (POP) for the WRF Flood Protection Project from April 1, 2022 until April 1, 2023. The main reasons for this extension request included the following items:

- The POP started October 1, 2018, however, the project Preliminary Design Report and Application was applied for in January 2019 and project was not awarded to City until March 2020. The delayed award provided a smaller timeframe to complete the project.

- 99% Plans and specifications for the project have been developed. However, progress on the F-M Area Diversion project since the time of the original application has resulted in the lowering of the 500-year flood protection level. As such, it has been determined that the original scope and cost of the project can be reduced but this will require some minor redesign efforts.
- Due to the status of construction progress on the Water Reclamation Facility (WRF) Expansion project, it would be prudent to delay bidding and construction of the project to avoid potential conflicts between construction activities and higher construction costs.

The City will proceed with revising the plans and specifications for the project with an estimated bid to occur in Q3 of 2022 with an estimated completion date of Q2 or Q3 of 2023. Delaying construction until Q3 of 2022 is necessary due to the state of construction activities on the WRF Expansion project

Recommended Motion

Approve the attached Pre Disaster Mitigation Program Subgrant Agreement with the North Dakota Department of Emergency Services and FEMA for a one year time extension of the Period of Performance for Project WW1707 (City of Fargo Water Reclamation Flood Protection Plan).

**Hazard Mitigation Grant Program Subgrant Agreement for PDM 2018
Between The North Dakota Department of Emergency Services
And
The City of Fargo**

Amendment No. 1

To Contract Dated: 4 May 2020

ATTACHMENT A is replaced in its entirety by the following:

ATTACHMENT A

Approved Project Data

CFDA Title and Number: Disaster Grants – Pre-Disaster Mitigation Program, 97.047

Non-Disaster Grant Fiscal Year: 2018

Subrecipient: City of Fargo

Project Number: PDMC-PL-08-ND-2018-023

Project Cost: 100% - \$4,906,390.00

Federal Funding: 75% - \$3,679,792.50

Local Funding: 25% - \$1,226,597.50

Work Schedule: 4 March 2020 – 1 April 2023

Scope of Work:

The scope of work for this project is to provide permanent flood protection for the City of Fargo's Wastewater Treatment Plant (WWTP) above the 500-year level of protection. The 500-year floodplain elevation for the Red River at the WWTP based on the current Flood Insurance Study (FIS) is 899.2 feet (NAVD 88). The project proposes the use of levees, floodwalls and a road raise to provide protection around the facility. The project has integrated design standards from the City of Fargo, State and FEMA to develop the design. For levees, FEMA requires levees to be constructed (top of clay) to a height of the Base Flood Elevation (BFE) plus three (3) feet for adequate freeboard. In our case, the BFE is 896.5 feet, which sets the top of the clay at 899.5 feet [896.5ft. (BFE) + 3.0 ft.]. For the flood wall design height, the City of Fargo has set the standard as the BFE plus 5.5 feet. For the WWTP location, this would set the top of wall height to an elevation of 902.2 ft. [896.5 ft. + 5.5 ft.]. Both design standards exceed the minimum height requirement for the 500-year floodplain elevation of 899.2 feet. Majority of the site is located within the 500-year floodplain. A portion of the site in the southeast corner is elevated above the 500-year floodplain which the project proposes to tie into.

The alignment of the protection system has been split into five (5) segments for the design: South Access Road, SW Low Area, West Drying Beds, NW Green Space and the NE Clarifier Area. An alternative analysis was completed for the project with details of the analysis can be found in the attached preliminary design report. Provided below is a summary of the selected measures for each of the segments.

Starting on the south side of the facility, the South Access Road segment is proposed to be raised above the 500-year floodplain elevation that will then tie into the southeast corner of the site, the area of the site that is elevated above the 500-year floodplain. This road raise will be completed by removing the existing pavement section, raising and replacing the pavement, adding curb & gutter and installing storm sewer in this area. Working clockwise around the site, the next segment (SW Low Area) is proposed to be an earthen levee. Continuing to the north, the levee is proposed to extend along the West Drying Bed segment. Within this segment, the levee alignment was set strategically to avoid running over top of the existing utilities located along the west side of the site. However, the drying bed will be impacted and are proposed to be mitigated for. Continuing the levee north, it will extend through the NW Green Space segment. The existing access road located in the northwest corner of the site will be removed. Following the NW Green Space, the line of protection transitions from a levee to a sheet pile wall at the NE Clarifier Area. Space limitations in

this area do not allow for the construction of a levee and the existing access road in the northeast area of the site will also be removed. The wall will run parallel to the property line, continuing to the south until it ties into the elevated portion of the site, which is above the 500-year floodplain. The tie-in point is approximately located at the west central access road to the WWTP.

Overall, the project proposed to provide a continuous permanent line of protection around the WWTP above the 500-year floodplain without the need for closures. Mitigation will be implemented by developing construction drawings in specifications based on City of Fargo, State and FEMA standards. The construction plans will integrate any environmental conditions required for the project. The project will then be bid out in accordance with City, State and FEMA requirements to a contractor. Once a contractor is awarded the project, the City will oversee the construction of the mitigation project, ensuring it is built to the standards specified in the project made during the design process. Once the project is completed, the City will work with the State to reimburse all eligible project costs and close the project on the State and Federal levels.

Work Schedule:

Environmental Permitting	2 Months
Final Design	8 Months
Bidding	2 Month
Construction	18 Months
Project Closeout	5 Months
Total:	35 Months

Cost Estimate:

F&I Pavement 8" Thick Doweled Conc	Construction and Project Improvement	1,440.00	Square Yard	\$ 99.60	\$ 143,424.00
Remove & Replace Chain Link Fence	Construction and Project Improvement	2,075.00	Linear Foot	\$ 60.00	\$ 124,500.00
Raise Scrubber	Construction and Project Improvement	1.00	Each	\$ 18,000.00	\$ 18,000.00
Raise Manhole	Construction and Project Improvement	1.00	Each	\$ 4,200.00	\$ 4,200.00
8' x 8' Box Gate Structure	Construction and Project Improvement	1.00	Each	\$ 18,000.00	\$ 18,000.00
F&I Edge Drain 8" Dia PVC	Construction and Project Improvement	485.00	Linear Foot	\$ 14.40	\$ 6,984.00
F&I Pavement 6" Thick Reinforced Conc	Construction and Project Improvement	500.00	Square Yard	\$ 54.00	\$ 27,000.00
Replace Cleanout Length of Drying Beds	Construction and Project Improvement	1.00	Each	\$ 60,000.00	\$ 60,000.00
Site Grading	Construction and Project Improvement	1.00	Unknown	\$ 90,000.00	\$ 90,000.00
F&I Curb and Gutter (2-foot drying beds)	Construction and Project Improvement	600.00	Linear Foot	\$ 156.00	\$ 93,600.00

F&I Drying Bed Walls (6" x 2')	Construction and Project Improvement	18.00	Cubic Yard	\$ 120.00	\$ 2,160.00
F&I Drying Bed Concrete Floor (2.5' x 285' x 6")	Construction and Project Improvement	1,200.00	Square Yard	\$ 54.00	\$ 64,800.00
F&I Woven Geotextile Fabri	Construction and Project Improvement	1,200.00	Square Yard	\$ 2.40	\$ 2,880.00
Erosion Control	Construction and Project Improvement	1.00	Each	\$ 18,000.00	\$ 18,000.00
Remove Pavement All Thickness All Types	Construction and Project Improvement	1,525.00	Square Yard	\$ 13.20	\$ 20,130.00
Class 5 Import	Construction and Project Improvement	800.00	Cubic Yard	\$ 24.00	\$ 19,200.00
Topsoil (Haul and Spread)	Construction and Project Improvement	6,300.00	Cubic Yard	\$ 18.00	\$ 113,400.00
Seeding	Construction and Project Improvement	37,900.00	Cubic Yard	\$ 2.70	\$ 102,330.00
8" Plug Valve and Fitting	Construction and Project Improvement	1.00	Each	\$ 7,200.00	\$ 7,200.00
Relocate Water Main 10" Dia	Construction and Project Improvement	1.00	Each	\$ 8,400.00	\$ 8,400.00
Remove Tree	Construction and Project Improvement	47.00	Each	\$ 120.00	\$ 5,640.00
Salvage Tree	Construction and Project Improvement	20.00	Each	\$ 690.00	\$ 13,800.00
F&I 1-1/4" Trench Found Rock 4" through 12" Dia	Construction and Project Improvement	200.00	Square Yard	\$ 21.60	\$ 4,320.00
Contingency	Contingencies	1.00	Each	\$ 218,200.00	\$ 218,200.00
Project Management Fees	Other Architectural Engineering Basic Fees	1.00	Each	\$ 229,100.00	\$ 229,100.00
18" RCP Strom Pipe	Construction and Project Improvement	895.00	Linear Foot	\$ 66.00	\$ 59,070.00
F&I 48" SDMH w/beehive	Construction and Project Improvement	10.00	Each	\$ 7,800.00	\$ 78,000.00
F&I Gate Valve	Construction and Project Improvement	5.00	Each	\$ 5,400.00	\$ 27,000.00

F&I 12" PVC	Construction and Project Improvement	230.00	Linear Foot	\$ 78.00	\$ 17,940.00
24" Slide Gate	Construction and Project Improvement	1.00	Each	\$ 9,600.00	\$ 9,600.00
F&I Sand	Construction and Project Improvement	600.00	Square Yard	\$ 30.00	\$ 18,000.00
Demo Drying Bed Portion	Construction and Project Improvement	1.00	Each	\$ 24,000.00	\$ 24,000.00
Engineering and Construction	Architectural Engineering Basic Fees	1.00	Unknown	\$ 500,000.00	\$ 500,000.00
F&I Curb and Gutter	Construction and Project Improvement	325.00	Linear Foot	\$ 42.00	\$ 13,650.00
F&I Casting - Inlet	Construction and Project Improvement	5.00	Each	\$ 1,440.00	\$ 7,200.00
Pre-Award Engineering Fees	Preliminary Expense	1.00	Each	\$ 93,700.00	\$ 93,700.00
Mobilization	Construction and Project Improvement	1.00	Unknown	\$ 184,000.00	\$ 184,000.00
Strip Topsoil	Construction and Project Improvement	4,860.00	Cubic Yard	\$ 4.80	\$ 23,328.00
Clay Excavation & Haul	Construction and Project Improvement	33,557.00	Cubic Yard	\$ 42.00	\$ 1,409,394.00
F&I Sheet Piling	Construction and Project Improvement	640.00	Linear Foot	\$ 1,560.00	\$ 998,400.00
F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	Construction and Project Improvement	8.00	Each	\$ 3,480.00	\$ 27,840.00
Total				\$ 4,906,390.00	

Other Conditions:

Environmental requirements, as noted below and in the attached FEMA award letter dated 4 March 2020 must be met and documented. The attached environmental form must be completed and submitted before grant can be closed out:

Source of Condition: Executive Order 11988 – Flood Plains

The current footprint of the wastewater treatment plant does not encroach on a FEMA-identified 1 %-chance floodplain. However, be advised that floodplains (Zone AE) and regulatory flood way are directly adjacent to the facility as it currently exists. Any encroachment on the 1 %-chance floodplain will require a floodplain development permit from the City of Fargo. In addition,

development in the regulatory floodway carries additional requirements per NDCC § 61-16.2-14. Before authorizing any development, the community responsible for permitting such use shall request a floodway review from the State Engineer. The application form may be downloaded from our website under "Regulation & Appropriation, Floodplain Management." Please contact Dionne Haynes with any questions regarding this process. The Floodplain Administrator for the City of Fargo is Jody Bertrand (Floodplain Administrator), 701-241-1548, jbertrand@cityoffargo.com. The NFIP map used to make this determination is Panel I/38017C0591G, Date: 1/16/2015.

Source of Condition: Clean Water Act

The City shall consult with the USACE to determine final project requirements. The City is responsible for obtaining any needed permits and verifying and complying with all permit requirements, including wetland mitigation, any permit conditions, pre-construction notification requirements, and regional conditions as provided by the Army Corps of Engineers. The City is responsible for implementing, monitoring, and maintaining all Best Management Practices (BMPs) and Pre- Construction Notification (PCN) conditions of applicable nationwide permits.

Source of Condition: National Historic Preservation Act

All borrow material and/or rip rap must come from a ND SHPO approved source. If the applicant chooses to use a borrow source that is not NDDOT Certified and/or from an existing stockpile, the following must occur prior to digging:

1. State Historical Preservation Office (SHPO) approval including completion and FEMA approval of required archeological surveys.
2. The applicant shall notify the FEMA Regional Environmental Officer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, and shall not begin work until notified by the FEMA Regional Environmental Officer that the requirements of the Endangered Species Act have been satisfied.
3. Applicant is required to coordinate borrow pit locations with the USFWS Wetland District Manager to avoid project impacts to easements or public lands.
4. Applicant is responsible for ensuring that no borrow pit activity occurs in Waters of the United States, wetlands or a river listed on the Nationwide Rivers Inventory (NRI). Borrow pit activity occurring in a floodplain must not affect pre-existing hydrological profiles. If activities occur in prime farmland ground disturbance must be temporary, one time use, and no permanent loss of farmland may occur.

Source of Condition: State Water and Soil Laws

1. Applicant shall comply with proper construction practices and environmental disturbance requirements as outlined in the NDDOH letter dated 8/29/17.
2. Care is to be taken during construction activity near any water of the state to minimize adverse effects on a water body. This includes minimal disturbance of stream beds and banks to prevent excess siltation, and the replacement and revegetation of any disturbed area as soon as possible after work has been completed. Caution must also be taken to prevent spills of oil and grease that may reach the receiving water from equipment maintenance, and/or the handling of fuels on the site. Guidelines for minimizing degradation to waterways during construction must be followed.
3. Projects disturbing one or more acres are required to have a permit to discharge storm water runoff until the site is stabilized by the reestablishment of vegetation or other permanent cover. Further information on the storm water permit may be obtained from the Department's website or by calling the Division of Water Quality (701-328-5210). Also, cities may impose additional

requirements and/or specific best management practices for construction affecting their storm drainage system. Check with the local officials to be sure any local storm water management considerations are addressed.

4. The proposed construction project is located near the West Fargo aquifer. Care should be taken to avoid spills of any materials that may have an adverse effect on groundwater quality. All spills must be immediately reported to this Department and appropriate remedial actions performed.

5. Per the NDSWC, initial review indicates the project does not require a conditional or temporary permit for water appropriation. However, if surface water or groundwater will be diverted for construction of the project, a water permit will be required per North Dakota Century Code (NDCC) § 61-04-02. Please consult with the Water Appropriations Division of the Office of the State Engineer (OSE) at 701-328-2754 or waterpermits@nd.gov if you have questions.

6. A Sovereign Land Permit will be required for any work below the ordinary high water mark of the Red River. Please contact Ashley Persinger, OSE Sovereign Land Specialist, at 701-328-4988 or apersinger@nd.gov if you have questions.

7. It is likely that the levee proposed, including both temporary and permanent levees and floodwalls, requires or will require a construction permit from the OSE. The OSE requests more information regarding the temporary and permanent levees, including plans and specifications for the levees and floodwalls. Additional information may be necessary to submit with a construction permit application to ensure the levee and floodwall design can be adequately reviewed. For further information on the OSE's permitting requirements, please visit the Regulation & Appropriation tab on the OSE's website (swc.nd.gov). Please contact the OSE Engineering and Permitting Section at 701-328-2752 if you have questions.

8. All necessary measures must be taken to minimize fugitive dust emissions created during construction activities. Any complaints that may arise are to be dealt with in an efficient and effective manner.

Standard Conditions:

1. Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
2. This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
3. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

FOR THE SUBGRANTEE:

Name and Title

Signature

Date

FOR THE GRANTEE:

DEPARTMENT OF EMERGENCY SERVICES



Todd Joersz – State Hazard Mitigation Officer

7/25/22

Date

January 11, 2022

N.D. Department of Emergency Services
Justin Messner,
Disaster Recovery Chief
Fraine Barracks Lane, Bldg. 35
Bismarck, ND 58504-5511

**Re: Request to Modify Period of Performance –
City of Fargo WWTP Flood Protection Project (PDMC-PJ-08-ND-2018-023)**

Dear Mr. Messner:

The City of Fargo is providing this letter as a formal request to extend the period of performance (POP) for the WWTP Flood Protection Project from April 1, 2022 until April 1, 2023. The main reasons for this extension request include the following items:

- The POP started October 1, 2018, however, the project Preliminary Design Report and Application was applied for in January 2019 and project wasn't awarded to City until March 2020. The delayed award provided a smaller timeframe to complete the project.
- 99% Plans and specifications for the project have been developed. However, progress on the F-M Area Diversion project since the time of the original application has resulted in the lowering of the 500 year flood protection level. As such, it has been determined that the original scope and cost of the project can be reduced but this will require some minor redesign efforts.
- Due to the status of construction progress on the Wastewater Treatment Plant (WWTP) Expansion project, it would be prudent to delay bidding and construction of the project to avoid potential conflicts between construction activities and higher construction costs.

Project Status and Updated Schedule

Upon receiving approval from the NDDDES to proceed with the reduced scope project, the City will proceed with revising the plans and specifications for the project with an estimated bid to occur in Q3 of 2022 and estimated completion date of Q2 or Q3 of 2023. Delaying construction until Q3 of 2022 is necessary due to the state of construction activities on the WWTP Expansion project.

N.D. Department of Emergency Services
Request to Modify Period of Performance
City of Fargo WWTP Flood Protection Project (PDMC-PJ-08-ND-2018-023)
Page 2 of 2

The City of Fargo appreciates the opportunity to continue to work with the NDDDES and FEMA towards constructing improvements to protect critical infrastructure within the City. Questions regarding this extension request or any request for additional information can be directed via email to jhausauer@fargoND.gov or by phone at (701) 241-1454.

Sincerely,



James Hausauer,
Water Reclamation Utility Director

Attachments

CC:

MEMORANDUM
July 28th, 2022

To: Utility Committee

From: Dan Portlock, Water Utility Engineer *DP*

Re: WA2012 Change order No. 1 to Contract No. 1 – General Construction Fargo South Regional Water Connection Phase 2

Attached, please find change order No. 1 to Contract No. 1 for project WA2012, Fargo South Regional Water Connection Phase 2. This change order has a total cost increase of \$25,000. This would increase the project cost by 1.75%.

On the plans there was a 36" ductile iron restrained cap that was to be removed and the contractor determined it was a restrained plug. The contractor had difficulty removing the restrained plug and we had to have another contractor remove it for them. They had additional time and equipment attempting the removal and costs for the other contractor to remove it.

The second part of the change order was tying into existing 36" pipe at 2 different spots. The approved shop drawings were for US pipe and it was discovered that the existing pipe was American pipe which would not fit internal restraint system. Additionally, the existing 36-inch DI pipe outside diameters were out of tolerance which created difficulty completing the connections. They had additional time and materials to complete these connections.

We had several meetings with the contractor to determine a reasonable time and material change order and determined a cost increase of \$25,000 was justifiable.





Water Utility staff is seeking approval of this change order to be placed on the next City Commission agenda.

Plan of Financing

This project will be funded through the Fargo South Regional Water Connection Phase 2 (WA2012). Project WA2012 is funded through Infrastructure Sales Tax (Fund 450). Most of the project was covered by a cost share grant from the State Water Commission.

SUGGESTED MOTION:

Approve Change Order No. 1 to Contract No. 1 as a cost increase of \$25,000 for WA2012, Fargo South Regional Water Connection Phase 2.

Your consideration in this matter is greatly appreciated.



June 28, 2022

City of Fargo
Mr. Dan Portlock
Water Utility Engineer
Water Treatment Plant
435 14th Ave S
Fargo, ND 58103-4306

**Re: Change Order No. 1 to Contract No. 1
Fargo South Regional Water Connection Phase 2
City of Fargo Project #WA2012**

Dear Mr. Portlock:

Enclosed please find a copy of Change Order No. 1 to Contract No. 1 for the above referenced project for your review and approval in the amount of \$25,000. This Change Order pertains to the following changes to the project:

Description:

- Justified work performed as related to the removal of a restrained 36-inch Ductile Iron Pipe (DIP) plug instead of the indicated restrained 36-inch DIP cap
- Justified work for the connection to the existing 36-inch pipe with differing outside diameters.

Upon the City of Fargo's acceptance of Change Order No. 1 to Contract No. 1, please sign and date three original copies. Retain one copy for your records and scan a copy to AE2S. AE2S will forward a copy to American General Contractors, Inc. and AE2S will retain a remaining copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

AE2S

A handwritten signature in blue ink that reads "Chase Julson".

Chase Julson, PE
Project Manager

Attachments

Change Order No. 1 to Contract No. 1
KPH Proposed Work Order No. 2, KPH Proposed Work Order No. 3 Revised, KPH Proposed Work Order No. 4 Revised including Core and Main Tie-out, and a letter dated 06/01/2022 sent from AE2S to American General Contractors providing a response and summary of the change order items.



Date of Issuance: 07/01/2022 Effective Date: 07/01/2022
 Owner: City of Fargo Owner's Contract No.: WA2012
 Contractor: American General Contractors, Inc. Contractor's Project No.: xx
 Engineer: Advanced Engineering and Environmental Services, LLC Engineer's Project No.: P00803-2018-035
 Project: Fargo South Regional Water Connection Phase 2 Contract Name: Contract No. 1

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

Description:

This change order includes changes to the work completed under the above contract including the justified work as related to the removal of a restrained 36-inch Ductile Iron Pipe (DIP) plug instead of the indicated restrained 36-inch DIP cap and connection to the existing 36-inch pipe with differing outside diameters.

Attachments: KPH Proposed Work Order No. 2, KPH Proposed Work Order No. 3 Revised, KPH Proposed Work Order No. 4 Revised including Core and Main Tie-out, and a letter dated 06/01/2022 sent from AE2S to American General Contractors providing a response and summary of the change order items.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>1,425,000.00</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ _____ days
Contract Price prior to this Change Order: \$ <u>1,425,000.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ _____ days or dates
[Increase] [Decrease] of this Change Order: \$ <u>25,000.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ _____ days or dates
Contract Price incorporating this Change Order: \$ <u>1,450,000.00</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u><i>Chae Park</i></u>	By: _____	By: <u><i>N. J. Scherr</i></u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title _____	Title <u>President</u>
Date: <u>06/29/2022</u>	Date _____	Date <u>06.29.2022</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

REPORT OF ACTION

(31)

UTILITY COMMITTEE

Project No. WA2005

Type: Red River Pump Station
Contract No. 3 Change Order

Location: Water Treatment Plant (435 14th Avenue South)

Date of Hearing: 8/3/2022

<u>Routing</u>	<u>Date</u>
City Commission	8/8/2022
Project File	


Dan Portlock, Water Utility Engineer, presented the attached change order form and invoices for Project WA2005, Red River Pump Station Improvements. The change order is with Sun Electric, Inc. for four electrical changes, totaling \$3,041.96. Coupled with previous contract changes, approval of this change order will total a 0.18% increase over the project bid and is reasonable. This project is funded through grant funding and Infrastructure Sales Tax.

MOTION:

On a motion by Brenda Derrig, seconded by Jim Hausauer, the Utility Committee voted to approve this change order in Project WA2005 with Sun Electric, Inc. for a cost increase of \$3,041.96.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				X
				Proxy
Denise Kolpack, City Commissioner				
Terri Gayhart, Director of Finance	X			
Brian Ward, Water Plant Supt.	X			
Mark Miller, Wastewater Plant Supt.	X			
Bruce Grubb, Temp., PT Asst. City Administrator	X			
Scott Liudahl, City Forester	X			
Terry Ludlum, Solid Waste Utility Director	X			
James Hausauer, Wastewater Util. Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			
Brenda Derrig, City Engineer	X			
Dan Portlock, Water Utility Engineer	X			
Scott Olson, Solid Waste Utility Engineer	X			

ATTEST:




Troy B. Hall
Water Utility Director

C: Tim Mahoney, Mayor
Commissioner Strand
Commissioner Piepkorn
Commissioner Preston

MEMORANDUM
July 28th, 2022

To: Utility Committee

From: Dan Portlock, Water Utility Engineer 

Re: WA2005 Change order No. 2 to Contract No. 3 – Electric Construction Fargo Red River Pump Station Improvements

Attached, please find change order No. 2 to Contract No. 3 for project WA2005, Fargo Red River Pump Station Improvements. This change order has a total cost increase of \$3,041.96.

This change order consists of 4 work orders that are summarized below:

1. Work Order No. 35467: Work consisted of running conduit from top cable trays to pumps 105 and 106, along with pulling and terminating control wire from the disconnect and into the new conduit.
Adder of \$1,070.98.
2. Work Order No. 35468: Work consisted of running conduit from top cable trays to pumps 103 and 104, along with pulling and terminating control wire from the disconnect and into the new conduit.
Adder of \$1,070.98.
3. Work Order No. 35469: Work consisted of pulling, splicing, and terminating new chemical feed pump wires from the chemical room to the old feed pump location.
Adder of \$816.00.
4. Work Order No. 35470: Work consisted of testing and re-wiring controls for the temporary chemical feed pump system.
Adder of \$84.00.

Total: \$3,041.96.

Water Utility staff is seeking approval of this change order to be placed on the next City Commission agenda.

Plan of Financing

This project will be funded through the Fargo Red River Pump Station Improvements project (WA2005). Project WA2012 is funded through Infrastructure Sales Tax (Fund 450). Grants from FEMA and the North Dakota State Water Commission (SWC) have also been applied to this project.

SUGGESTED MOTION:

Approve Change Order No. 2 to Contract No. 3 as a cost increase of \$3,041.96 for WA2005, Red River Pump Station Improvements.

Your consideration in this matter is greatly appreciated.



June 30, 2022

Mr. Dan Portlock
Water Utility Engineer
City of Fargo
Water Treatment Plant
435 14th Ave S
Fargo, ND 58103-4306

**Re: Change Order No. 2 to Contract No. 3 – Electrical Construction
Fargo Red River Pump Station Improvements
City of Fargo Project #WA2005**

Dear Mr. Portlock:

Enclosed please find **Change Order No. 2 to Contract No. 3** The Change Order pertains to the following changes to the project:

Change Order No. 1 to Contract No. 3 – Electrical Construction

1. **Work Order No. 35467:** Work consisted of running conduit from top cable trays to pumps 105 and 106, along with pulling and terminating control wire from the disconnect and into the new conduit.
a. Adder of \$1,070.98.
2. **Work Order No. 35468:** Work consisted of running conduit from top cable trays to pumps 103 and 104, along with pulling and terminating control wire from the disconnect and into the new conduit.
a. Adder of \$1,070.98.
3. **Work Order No. 35469:** Work consisted of pulling, splicing, and terminating new chemical feed pump wires from the chemical room to the old feed pump location.
a. Adder of \$816.00.
4. **Work Order No. 35470:** Work consisted of testing and re-wiring controls for the temporary chemical feed pump system.
a. Adder of \$84.00.

Contract No. 3 Change Order Amount: \$3,041.96.



Upon the City of Fargo's acceptance of the **Change Order No. 2 to Contract No. 3** , please sign and date each respective form. Please return a scanned copy of the formal change order forms containing all signatures to AE2S. AE2S will forward the signed copies to the contractor and will retain a copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

AE2S

A handwritten signature in blue ink, appearing to read 'Kevin Johnson', with a long horizontal flourish extending to the right.

Kevin Johnson, PE
Project Manager

Attachments

Date of Issuance: 6/30/2022	Effective Date: 6/30/2022
Owner: City of Fargo	Owner's Contract No.: WA2005
Contractor: Sun Electric	Contractor's Project No.:
Engineer: AE2S / B&V	Engineer's Project No.: P00803-2016-055
Project: Fargo Red River Pump Station Improvements	Contract Name: Electrical Construction

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

Description: **Extra labor and materials arose for the work associated with commissioning pumps 103, 104, 105, and 106. Additionally, Sun Electric assisted with pulling new feed wires and testing a temporary chemical pump set-up.**

Attachments: **Work Order invoice and descriptions.**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>939,000.00</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ _____ days or dates
[[Increase]] [[Decrease]] from previously approved Change Orders No. <u>1</u> : \$ <u>1,345.42</u>	[[Increase]] [[Decrease]] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: _____ Ready for Final Payment: _____ _____ days
Contract Price prior to this Change Order: \$ <u>937,654.58</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ _____ days or dates
[[Increase]] [[Decrease]] of this Change Order: \$ <u>3,041.96</u>	[[Increase]] [[Decrease]] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ _____ days or dates
Contract Price incorporating this Change Order: \$ <u>940,696.54</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u> By: _____	By: _____	By: <u>Derrick Olson</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u> Title: _____	Title: _____	Title: <u>Project Manager</u>
Date: <u>6-30-2022</u> Date: _____	Date: _____	Date: <u>7/1/2022</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

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August 4, 2022

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

Subject: Proposals Acceptance – Filter Media for Water Treatment Plant Project WA2255

Dear Commissioners:

Water Utility staff is seeking approval to accept a proposal from Vessco, Inc. (Vessco) to procure Granular Activated Carbon (GAC) and filter sand for project WA2255, Filter Rehabilitation Project. An advertised Request for Proposals (RFP) project was used for the selection. This project will replace 25 years old filter media in the 1997 Lime Softening Water Treatment Plant (LSWTP). Due to very long lead time upon order (likely more than half a year), Water Utility staff recommends ordering this filter media ahead of contractor bidding. Project construction can only take place in the winter because plant capacity will be reduced when construction occurs. This capacity is needed in summer with higher water demands due mostly to irrigation.

The new GAC media will be a more current design and provide several benefits that anthracite coal (currently installed) does not provide. The GAC media has gone through extensive pilot testing to ensure future regulatory compliance.

The Vessco proposal for filter media is in the amount of \$1,279,897. The filter rehabilitation project is in the 20-year Capital Improvement Plan (CIP) and financial model. The project will be funded through a low-interest State Revolving Fund (SRF) loan that has already been approved. Water Utility staff and consultants are pursuing potential grant funding to help pay for the project in which the project would need to begin in 2023.

Your consideration is greatly appreciated in this matter.

Sincerely,



Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve proposal from Vessco, Inc. procure Granular Activated Carbon (GAC) and filter sand for Project WA2255.

REPORT OF ACTION

UTILITY COMMITTEE

Project No. WA2255

Type: Filter Rehab Project
Filter Media Selection

Location: Water Treatment Plant (435 14th Avenue South)

Date of Hearing: 6/9/2022

<u>Routing</u>	<u>Date</u>
City Commission	8/8/2022
Project File	


Troy Hall, Water Utility Director, presented the attached memo regarding a recommendation for Granular Activated Carbon (GAC) selection for Project WA2255 LSWTP Filter Rehabilitation. For this project, media was extensively pilot tested with testing approved by the North Dakota Department of Environmental Quality. There were only two (2) manufactures that passed the testing and recommended eligible to provide GAC media for the full-scale project. After formal advertisement, only one cost proposal was received. However, the cost was within budget from a 2022 Predesign Report by consultants. The recommended proposal includes both GAC and filter sand. This project will be funded through a State Revolving Fund (SRF) loan that has been already approved by the State of North Dakota. There is a long lead time to receive GAC upon order, likely longer the half a year. Also, Water Utility staff and consultants are pursuing federal grant assistance for the overall project in which the project would need to be started in 2023 as part of qualifying for the grant assistance.

MOTION:

On a motion by Brenda Derrig, seconded by Brian Ward, the Utility Committee voted to approve the proposal from Vessco, Inc. to procure filter media for Project WA2255 in the amount of \$1,279,897.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Anthony Gehrig, City Commissioner				
Terri Gayhart, Director of Finance	X			
Brian Ward, Water Plant Supt.	X			
Mark Miller, Wastewater Plant Supt.	X			
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester	X			
Terry Ludlum, Solid Waste Utility Director	X			
James Hausauer, Wastewater Util. Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			
Brenda Derrig, City Engineer	X			
Dan Portlock, Water Utility Engineer	X			
Scott Olson, Solid Waste Utility Engineer				

ATTEST:



Troy B. Hall
Water Utility Director

C: Tim Mahoney, Mayor
Commissioner Strand
Commissioner Piepkorn
Commissioner Preston



CALGON CARBON CORPORATION
ACTIVATED CARBON SCOPE OF SUPPLY FOR Vessco-Fargo, ND
GAC Shipment

Date: 5/20/2022	Contact: Clark Corbett
Title: City of Fargo Initial Fill-via Vessco Inc	Email: ccorbett@vessco.com
Phone: 952-314-0626	(M) Phone: 612-805-2266
Project: Fargo Filter Media-Section#13226A	Bid Date: May 20, 2022
Location: Fargo, ND	Scope Date: March 2023-May 2023
Contract No:	Project No: 12444

GAC Volume: 530,000lbs
GAC Pricing: \$1,279,897.00
GAC Installation Pricing: FS Supervision included with Freight and Filtrasorb 300 in Supersacks. Vessco to coordinate filter sand and any FS work required beyond supervision.
Total Offering: \$1,279,897.00

MAJOR ITEMS INCLUDED:

Granular Activated Carbon	<p>Filtrasorb 300</p> <ul style="list-style-type: none"> • Filter Dimensions: 30'L x 15'W x 3'D (GAC) • GAC Volume per Filter: 2700ft³ • Number of Filters: 6 Filters (3 separately filled) • Approximate Total GAC Volume: 16,635ft³ • GAC Weight: 530,000lbs • GAC Packaging: 2,000lb Super Sacks
Field Services	<p>One (1) Calgon Carbon Field Service technical service personnel employed directly by manufacturer Calgon Carbon will be on site for the supervision of all GAC for this project. No additional on-site services or equipment are included in the base offer.</p>
Submittals & Samples	<p>Calgon Carbon will provide the following after acceptance of purchase order (or with delivery, as required):</p> <ul style="list-style-type: none"> • One 5lb (min) sample submission of each production lot and type of media in non-glass containers clearly labeled with Project name, media source, effective size, uniformity coefficient, and apparent density. • Required documentation as requested by Vessco
Delivery	Inclusive with Price



OPTIONAL FIELD SERVICE COMPONENT:

Installation Service and Equipment	NA
Items provided by Contractor / Owner	<ul style="list-style-type: none"> • Site contact for communication while on site. • Contractor is responsible for disinfection of filters (including the gravel support media in the filter) <u>prior</u> to the delivery of GAC media. • Staging area for trailers within 100 feet of filters. • Clean water source for filling trailers and sluicing carbon from trailers into filter basins (> 90psi at 200gpm) AND simultaneously backwashing another filter. • Drain access for any overflow water. • CCC will be responsible for supervision of backwash 'lifts' during installation. Contractor will be responsible for full filter backwashing once filter is completely loaded, including equalization of the filters one at a time to bring them into full start-up mode.
Calgon Carbon Installation Requirements	<ul style="list-style-type: none"> • Work shall be done Mon through Fri during normal working hours. • GAC deliveries up to 5 trucks per day. • Access to all filters so that install can begin on next filter while previous is backwashing.

This offer is valid through 6/30/2023. taxes are included. Payment terms are net 30 days unless otherwise specified in bid documents.

Please contact Calgon Carbon at the contact information below for any further information.

Thank you,
Dan Iorio

Dan Iorio
Calgon Carbon Corp
Sr. Sales Manager – Drinking Water Solutions
(618) 612-3112
Dan.iorio@kuraray.com



8217 Upland Circle | Chanhassen, MN 55317 | 952.941.2678
2740 Ford Street | Ames, IA 50010 | 515.233.8599

May 20, 2022

TO: City of Fargo
PROJECT: Fargo GAC and Filter Sand Media
ENGINEER: Apex Engineering and Carollo Engineering
BID DATE: May 20, 2022
FROM: Clark Corbett

Vessco hereinafter referred to as "Company" proposes to furnish, under the Terms and Conditions hereinafter set forth and described in the accompanying description and specifications, the following equipment. Vessco, Inc. will provide pricing and any additional information you may require prior to the bid opening.

The following is a list of Sections and Equipment included in our Scope of Supply.

108 (40cuft) Super Sacks - Filter Sand .45 - .55 mm, UC<1.4

12 (30cuft) Super Sacks - Filter Sand .45 - .55 mm, UC<1.4

120 Pallets – Industrial Pallets

Price for the Above \$ 56,654.40 (Detailed Scope Attached)

Filter Sand Shipping and Handling – 10 Shipments

Price for Shipping and Handling \$ \$17,500.00

Filtrisorb 300 – 2,700ft³ of GAC per Filter

Total Volume of GAC 16,635Ft³, GAC weight 530,000lbs. Packaged in 2000lb Super Sacks

One (1) – Calgon Carbon Field Service Technician for Supervision of All GAC.

Total Price for the Above GAC \$1,279,897.00 (Detailed Scope Attached)



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2740 Ford Street | Ames, IA 50010 | 515.233.8599

Taxes: Included

Start-up and Training: Included

Shipping: Included

START-UP SUPERVISION

Start-up services will be supplied directly Calgon Carbon and Vessco Inc.

SPECIAL CONDITIONS

This proposal is valid for 30 days. Freight is quoted f.o.b. factory with full freight allowed to first destination. No state, use or other taxes or fees is included in the stated price. Payment shall be made 95% net invoice from shipment with 5% retainage. Shipment Retainage shall be paid net invoice at start-up. Approval Drawings available six weeks from the execution of an acceptable purchase order.

The following items are not included in the bid unless specifically mentioned in the above information:

Piping, Fittings, Valves	External electrical wiring	Storage of Equipment
Conduit, Enclosures	Anchor Bolts	Installation or Labor
Interconnecting wiring	Supports	Gauges, Controls
Spare Parts	Start-up Chemicals	Motor Starters
Pipe Hangers	Ball valves, Unions, Reducers	Pressure regulating valves
Inlet water strainers	Back Pressure Valves	Floor and Wall Sleeves
Check Valves	Pressure Switches	Unloading

Vessco, Inc does not accept any back charges unless authorized in writing by an Officer of Vessco, Inc. All freight damage charges must be brought to Vessco's attention within two weeks of the date of the Shipment arrival. All charges past that date shall be the responsibility of the contractor or others.

The above quotation is offered in accordance with Vessco's and other attached Terms and Conditions of sale. If you have any questions regarding the above equipment, please direct them to my attention.



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2740 Ford Street | Ames, IA 50010 | 515.233.8599

I would be more than happy to discuss any part of this proposal with you via phone at 612-805-2266, via email at clark.corbett@vessco.com, or by arranging a meeting at a mutually acceptable time prior to the bid. Again, good luck to all of you and I look forward to working with you on this project.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Clark Corbett', written over a light blue horizontal line.

Clark Corbett

VESSCO, INC.

President

GENERAL TERMS AND CONDITIONS

1. **Equipment Sale.** VESSCO offers to sell to Customer the equipment, including installation and/or startup services, if any, described in VESSCO'S Proposal (collectively, the "Equipment"), subject to the terms and conditions set forth herein. This offer is conditioned upon Customer's assent to the exclusive applicability of these terms and conditions. No additional, different or inconsistent terms set forth in any purchase order or other document of Customer shall be binding on VESSCO, unless otherwise expressly agreed to in a writing signed by VESSCO.

2. **Payment.** Customer shall pay to VESSCO the full purchase price for the Equipment in the amount and subject to the payment terms set forth in VESSCO'S Proposal. All amounts referred to herein are denominated and shall be paid in U.S. Dollars. Unless otherwise stated in VESSCO'S Proposal, prices are F.O.B. shipping point and payment terms are net thirty (30) days from date of VESSCO'S Invoice. Payments received after the due date shall bear interest at the rate of 1-1/2% (or the highest rate permitted by law, if less) for each month or portion of a month until paid. Customer shall reimburse VESSCO for all costs, including reasonable attorneys' fees, incurred by VESSCO to enforce Customer's payment obligations.

3. **Security Interest.** Customer grants VESSCO a security interest in Customer's Interest (if any) in the Equipment (and any attachments, additions or improvements and proceeds) to secure Customer's payment obligations hereunder, whenever arising. Customer shall execute financing statements and take all other acts requested by VESSCO to perfect, maintain and evidence such security interest.

4. **Taxes, Customs and Charges Unless Otherwise Specified in VESSCO'S Proposal.** Customer shall pay for all sales, use, value-added and other taxes, levies, duties and tariffs, permit or license fees or other governmental charges relating to or incurred in connection with VESSCO'S performance hereunder or imposed on the manufacture, storage, sale, transportation, import, export, delivery, use or consumption of the Equipment. Despite the foregoing if VESSCO is required, due to Customer's failure or otherwise, to make any such payments, Customer shall immediately reimburse VESSCO therefor.



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2740 Ford Street | Ames, IA 50010 | 515.233.8599

5. **Shipment and Delivery.** Delivery of the Equipment shall be made in material compliance with the schedule set forth in VESSCO'S Proposal. Unless otherwise specified in VESSCO'S Proposal, VESSCO shall pack, crate, label and ship the Equipment in accordance with its customary methods. Delivery of each item of equipment included in the Equipment shall be complete upon tender of the Equipment to the carrier, F.O.B. shipping point, whereupon title and risk of loss of the Equipment shall pass to Customer. Unless specified otherwise in VESSCO'S Proposal, Customer shall be solely responsible for unloading, storing, assembling and installing the Equipment.

6. **Ownership of Design Materials.** All manufacturing devices, drawings, specifications, designs, plans, computer programs and other documents, information or data prepared by VESSCO in connection with its performance hereunder, and all related intellectual property rights, shall be VESSCO'S property. VESSCO hereby grants to Customer a non-exclusive, non-transferable license for Customer to use any such information for Customer's use, maintenance or repair of the Equipment. In no case shall Customer provide such information to third parties without VESSCO'S prior written consent.

7. **Changes in the Scope of the Work.** No change in the scope of the work set forth in VESSCO'S Proposal shall be implemented unless Customer and VESSCO agree in a writing signed by both parties as to the nature of the change and its price and schedule impact.

8. **Waiver of Claims.** Notwithstanding anything else herein, VESSCO and Customer waive all claims against each other (and against each other's affiliates, (sub) contractors, vendors, employees, agents and representatives) for loss or damage to any of their respective property.

9. **Warranty.** (a) VESSCO warrants to Customer that the Equipment will conform to the specifications or description set forth in VESSCO'S Proposal and will be free from defects in material and workmanship for a period of twelve (12) months after installation or eighteen (18) months after final shipment, whichever is shorter (the "Warranty Period"). The foregoing warranties are conditioned upon Customer's (a) giving VESSCO notice of the defect within thirty (30) days after Customer discovers or should have discovered such defect and, in any event, within thirty (30) days after the end of the Warranty Period, and (b) keeping adequate records to establish it has operated and maintained the Equipment in accordance with VESSCO'S instructions and has not undertaken any repair or alteration of the Equipment without VESSCO'S consent, and (c) not being in default of any payment obligation to VESSCO. The foregoing warranties shall not apply to normal wear and tear, decomposition by chemical action, wear caused by the presence of abrasive materials or damages caused in transit or by misuse, neglect, accident, improper installation, negligence or abuse or by abnormal conditions of temperature, moisture or dirt. THE WARRANTIES SET FORTH IN THIS SECTION ARE VESSCO'S SOLE AND EXCLUSIVE WARRANTIES. VESSCO MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES ARISING BY CUSTOM, TRADE USAGE, PROMISE, EXAMPLE OR DESCRIPTION.

(b) Within a reasonable period after receipt of timely notice of a breach of the foregoing warranty, VESSCO shall, at its sole option, either (i) repair or replace such defective Equipment or (ii) refund the amount paid for the defective Equipment (or issue a credit for any such unpaid amount). The foregoing shall be Customer's sole remedy for breach of warranty. If VESSCO determines any claimed defect is not covered by the foregoing warranty, Customer shall pay VESSCO the customary charges of VESSCO then in effect for any repair or replacement effected by VESSCO.

10. **Backcharges.** Without exception, VESSCO will not be responsible for any backcharges unless a written request is submitted to, and approved in writing by, VESSCO prior to work being performed or any cost being incurred. Any such request must be submitted at least three (3) working days before such approval is required to permit VESSCO to conduct a site visit or such other investigation as it may deem appropriate.

11. **Indemnification.** (a) VESSCO shall release, hold harmless, indemnify and defend Customer from and against any liability, claim or cause of action incurred by Customer as a result of third party claims for personal injury or damage to tangible property, if caused solely by the negligence of VESSCO or any of its employees, subcontractors or suppliers in the performance of VESSCO'S obligations hereunder.

(b) VESSCO shall release, hold harmless, indemnify and defend Customer from and against all judgments, decrees and reasonable costs resulting from any apparatus claims of U.S. patents issued at the time of this offer, provided such infringement is based exclusively on products designed and manufactured by VESSCO. In satisfaction of such obligation, VESSCO may, at its option and expense, (i) modify or replace all of the infringing part of the Equipment so that it is no longer infringing, (ii) procure for the Customer the right to continue using the Equipment, or (iii) remove the Equipment and refund the purchase price to the Customer.



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2740 Ford Street | Ames, IA 50010 | 515.233.8599

(c) Customer shall release, hold harmless, indemnify and defend VESSCO from and against any liability, claim or cause of action relating to (i) the design of the Equipment or any containers in which it is shipped, to the extent made pursuant to Customer's design or specifications, (ii) the environmental and other conditions of Customer's premises, or (iii) Customer's negligence or breach of its obligations hereunder.

(d) Any claim for indemnification under this Section 11 shall be subject to the following: (i) claim therefor must be made within thirty (30) days after the end of the Warranty Period; (ii) the claimant must provide reasonable cooperation in the defense thereof; and (iii) the indemnifying party shall have sole authority for the direction of the defense and the negotiation of any compromise or settlement; provided that the claimant may monitor such matters through counsel of its choice at its own expense. The provisions of this Section 11 shall survive termination of this agreement.

12. **Force Majeure.** A "Force Majeure Event" shall mean any event, condition or circumstance which is beyond VESSCO'S reasonable control, including without limitation, acts of God, casualties, epidemics, civil disturbances, war, riots, sabotage, accidents, thefts, changes in law or other acts of governmental authorities, strikes, or other labor shortages or disturbances, unavailability or excessive cost of materials, discovery of any concealed or unknown physical condition or substance at Customer's facility or acts or omissions of Customer or its employees, (sub)contractors, or other persons for whom Customer may be liable. VESSCO shall be entitled to a schedule adjustment upon the occurrence of a Force Majeure Event. VESSCO shall be entitled to a purchase price adjustment upon the occurrence of a Force Majeure Event only if its direct costs are increased as a result of such Force Majeure Event, and VESSCO is able to document such increase.

13. **Dispute Resolution.** VESSCO and Customer shall negotiate in good faith to resolve any dispute relating hereto. Failing such efforts, the dispute shall be finally settled by binding arbitration in Minnesota pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration panel shall consist of three individuals experienced in the discipline that is the subject of the dispute and shall be jointly selected by VESSCO and Customer. If the parties are unable to agree upon the arbitrators within twenty (20) days, then each party shall select one arbitrator and those arbitrators shall select a third arbitrator. The decision of a majority of the arbitrators shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The prevailing party in any arbitration shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration.

14. **Special Terms.** Attachment I contains special terms, if any, which are hereby incorporated into this agreement.

15. **Confidential Treatment of Information.** All information contained in VESSCO'S Proposal regarding the Equipment, process design and the price thereof is submitted without cost to Customer but with the understanding that such information is for the sole use of Customer and that Customer will not disclose it to anyone outside its own organization and will use its best efforts to see that no one to whom such information is so disclosed shall disclose the same to anyone outside Customer's organization.

16. **Cancellation.** In the event of cancellation, Customer shall compensate VESSCO on a percentage completion basis for all work performed up to the date of cancellation, unless cancellation is due to default by VESSCO.

17. **Limitation of Liability.** (a) Notwithstanding anything to the contrary herein, the aggregate liability of VESSCO, including without limitation for or with respect to VESSCO'S affiliates, contractors, suppliers, employees, agents or representatives, arising out of or in connection with this agreement or the sale or use of the Equipment, including without limitation claims for indemnification, and whether based on contract, strict liability, negligence or other tort, pollution, disease or otherwise, shall not exceed an amount equal to the contract amount between Customer and VESSCO.

(b) Notwithstanding anything to the contrary herein, in no event shall VESSCO be liable for consequential, incidental, indirect, special, exemplary or punitive damages of any kind, including without limitation for loss of profits, revenues or product, or loss of use of any property (whether by shutdown, operation at less than capacity or otherwise), regardless of whether any of the foregoing damages arise directly or indirectly through an indemnification or contribution obligation and whether arising out of breach of contract or warranty, tort, product liability, strict liability or any other legal theory.



8217 Upland Circle | Chanhassen, MN 55317 | 952.941.2678
2740 Ford Street | Ames, IA 50010 | 515.233.8599

18. **Notice.** All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the following addresses: If to VESSCO: 6861 Flying Cloud Drive, Eden Prairie, Minnesota 55344; If to Customer: _____ . All notices shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail.

19. **Severability.** In case any provision hereof is held to be invalid, illegal or unenforceable, (a) such provision shall be limited or excluded only to the extent necessary to make it valid, legal and enforceable, and (b) the validity, legality and enforceability of the remaining provisions shall not be affected.

20. **General Provisions.** The agreement contained herein may not be cancelled or amended except by mutual written agreement of VESSCO and Customer. No course of dealing or failure to strictly enforce any term shall be construed as a waiver thereof. Waiver of any term shall not constitute a waiver of any other term or a continuing waiver. This agreement shall be binding on the parties' respective successors and assigns; provided that Customer may not assign, delegate or permit any other transfer of this agreement without VESSCO'S prior written consent. This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of laws provisions. This agreement, including Attachment I, represents the entire agreement between the parties with respect to the subject matter hereof, and supercedes all previous oral and written negotiations, representations, agreements or other communications.

Red Flint Sand & Gravel, LLC

1 American Blvd.
 PO Box 688
 Eau Claire, WI 54702
 Phone: (715) 855-7600
 Fax: (715) 855-7608



DATE: May 20, 2022
TO: Clark Corbett
 Vessco, Inc.
FROM: Kelsey Kaplan
SUBJECT: Granular Filter Materials
QUOTE: QTE220511E08-01

Phone: 612-805-2266
 Email: ccorbett@vessco.com

FARGO, ND

Listed below is our quotation for the Red Flint products you requested, quoted with delivery to Fargo, ND. Sales tax, if applicable, has not been included in the quoted price. Our product pricing will remain valid for 30 days; however, freight rate at time of shipping will apply. Our terms are net 30 days, with 1.5% interest charged per month on all account balances over 30 days. Red Flint imposes a surcharge of 2% on the transaction of Visa, MasterCard, Discover, and American Express credit cards, which is not greater than our cost of acceptance. We do not surcharge debit cards.

Red Flint granular filter materials have been used in municipal and industrial filtration applications since 1917. Red Flint filtration media is produced to meet exacting size and uniformity specifications and meets or exceeds the AWWA B100-16 Standard (Granular Filter Materials) and is NSF/ANSI Standard 61 (Drinking Water System Components – Health Effects) certified for quality and purity.

ITEM CODE	ITEM DESCRIPTION	QUANTITY
AB39010	Filter Sand 0.45-0.55 mm, UC<1.4	108 (40 cuft) super sacks
AB39020	Filter Sand 0.45-0.55 mm, UC<1.4	12 (30 cuft) super sacks
PA11099	Industrial Pallets	120 pallets
<i>Material Subtotal:</i>		
TA12099	Estimated Shipping & Handling	10 shipments
<i>Freight Subtotal:</i>		\$17,500.00
TOTAL:		\$77,154.40

Additional Notes:

1. In order to meet your delivery schedule, Red Flint requests that a Purchase Order be issued **8 - 10 weeks** prior to your estimated shipping date. This lead time **does not** include transit time to your location.
2. Independent Laboratory Testing is Included.
3. Taxes Are included
4. **Shipping & Handling price is based on current rates and fuel surcharge. Actual rates and surcharge at the time of shipping will apply.** Delivery will be made via flatbed truck; a forklift is needed to remove the pallets from the trailer. After the first hour of truck unloading, there is an \$85/hour demurrage charge for any further unloading time.

4. We advise all of our customers to account for the volatility of the shipping market in their project contingency plans. Prior to accepting a purchase order, Red Flint will provide updated and current freight rates. The freight rates at time of shipping will apply; rates will be updated after purchase order no less than every 30 days for the duration of the project as freight rates change. We will pass on increases, should they occur on this project, when we invoice. If reductions were to occur, we will also pass on those savings at invoice.
5. Quantity based on 6 filters with a surface area of 900 sqft per filter
6. An additional 4% (0.4") sand including for skimming allowance
7. Purchaser to verify quantity prior to ordering
8. Project is expected to ship in two phases of 3 filters each: Phase 1 will ship in early March 2023; Phase 2 will ship in early May 2023. Material pricing is based on shipping in early 2023.

Media Properties & Specifications

- a. Acid Solubility: < 2.5%
- b. Apparent Specific Gravity: >2.60 (exception to specification)
- c. Bulk Density: 100 lb/cuft

Please advise if we can be of further assistance by calling Red Flint at (715) 855-7600 or you can email me at kelsey.kaplan@redflint.com. Purchase orders can be sent to sales@redflint.com. Thank you for considering Red Flint Sand and Gravel.

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

3A

Improvement District No. BN-21-E1 Type: Change Orders #1-3 & Time Extension

Location: 50th St S, Chinook Dr S, Big Goose Ln S & 37th Ave S Date of Hearing: 8/1/2022

Routing	Date
City Commission	8/8/2022
PWPEC File	X
Project File	Will Bayuk

The Committee reviewed the accompanying correspondence from Project Manager, Will Bayuk, related to Change Orders #1-3 in the amount of \$36,486.00 for additional work, along with the associated time extensions as described below:

Original Completion Dates	Revised This Memo
Substantial – June 24, 2022 Final – July 24, 2022	Substantial – July 8, 2022 Final – August 7, 2022

Staff is recommending approval of Change Orders #1-3 in the amount of \$36,486.00 and the time extension to the Substantial and Final Completion Dates as shown above.

On a motion by Steve Sprague, seconded by Ben Dow, the Committee voted to recommend approval of Change Orders #1-3 and the time extension to the Substantial and Final Completion Dates to Border States Paving.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Orders #1-3 in the amount of \$36,486.00 bringing the total contract amount to \$2,084,720.64 and time extension to the Substantial and Final Completion Dates to July 8, 2022 and August 7, 2022 to Border States Paving.

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
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bruce Grubb, Temporary City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

B. E. Derrig
Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Will Bayuk, Project Engineer
Date: July 27, 2022
Re: Improvement District No. BN-21-E1 – Change Order #1, #2 & #3 & Time Extension

Background:

Improvement District No. BN-21-E1 is for the new construction of underground utilities, asphalt pavement and incidentals on 50th Street South, Chinook Drive South, Big Goose Lane South, and 37th Avenue South as part of Valley View Estates Second Addition.

Border States Paving is the Prime Contractor for this project.

Change Order #1

Border States Paving subcontracted the underground work to Master Construction. The project included boring water main services under existing 36th Avenue South. A bid item was not included in the original bid to pay for boring water main services. The bores required extra equipment and a boring crew that would not be needed when installing water main services in a traditional open cut style. Border States is requesting \$5,166.00 to cover the costs for boring water main services.

Change Order #2

Border States Paving has requested a time extension due to wetter than average conditions and lower than average temperatures for the fall of 2021 and spring of 2022. During design of the project, the Engineer calculated the project completion date with 15 anticipated work days lost due to weather using MNDOT Table 1803-2. It was calculated from daily diary records in the project file that 29 work days were lost due to weather during the project.

Change Order #3

During the course of construction a large topsoil stockpile was formed. It has been determined that the best option for removing it is to spread it evenly over the lots. The contract bid did not include a bid item to relocate the stockpile. The work associated with relocating the topsoil stockpile is to be completed by the Revised Final Completion date of August 7, 2022. Border States Paving is requesting \$31,320.00 to cover the extra expenses of relocating the topsoil stockpile on site.

Recommended Motion:

Approve Change Order #1, #2 & #3 in the amount of \$36,486.00 and time extension of 14 days as shown below:

Original Completion Dates	Revised This Memo
Substantial – June 24, 2022 Final – July 24, 2022	Substantial – July 8, 2022 Final – August 7, 2022

WRB/klb
Attachments



CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-21-E1
VALLEY VIEW ESTATES 2ND ADDITION

Change Order No 1 **Change Order Date** 5/18/2022
Contractor Border States Paving Inc

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

EXPLANATION OF CHANGE Change Order # 1

Bore water main services under existing 36th Ave S. A bid item was not included in the original bid to pay for boring of 10 water main services. Border States Paving had sub contractor Master Construction install the underground work on this project. Master Construction did the bores themselves with their Telecommunications crew. The bores required one extra backhoe with operator, plus a boring crew and equipment that would not be needed when installing water main services in a traditional open cut style.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 1	27	Bore Pipe 1" Dia Water Service	LF	0	0	0	861	861	\$23.90	\$20,577.90
Water Main	46	F&I Pipe 1" Dia Water Service	LF	4510	0	4510	-861	3649	\$17.90	-\$15,411.90
Change Order 1 Sub Total									\$20,577.90	
Water Main Sub Total									-\$15,411.90	

Summary

Source Of Funding
Net Amount Change Order # 1 (\$)
Previous Change Orders (\$)
Original Contract Amount (\$)
Total Contract Amount (\$)

Special Assessments
 \$5,166.00
 \$0.00
 \$2,048,234.64
 \$2,053,400.64

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

APPROVED

For Contractor
Title

Joel Paur
Border States Paving Inc.
Area Manager



APPROVED DATE

Department Head
Mayor
Attest





CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-21-E1
VALLEY VIEW ESTATES 2ND ADDITION

Change Order No 2 Change Order Date 6/10/2022
 Contractor Border States Paving Inc

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

EXPLANATION OF CHANGE Change Order # 2

Time extension due to exceeding higher rain totals than anticipated during the project time frame. Border States Paving has requested a time extension of 30 days due to wetter than average conditions and lower than average temperatures for the fall of 2021 and spring of 2022. During design of the project, the Engineer calculated the project completion date with 15 anticipated work days lost due to weather using MNDOT Table 1803-2. It was calculated from daily diary records in the project file that 29 work days were lost due to weather during the project. It is the decision of the Engineer to grant a time extension of 14 Days to Border States Paving. This moves the Substantial Completion Date from June 24, 2022 to July 8, 2022, and moves the Final Completion Date from July 24, 2022 to August 7, 2022.

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 (\$)	Sub Total
											\$0.00

Summary

Source Of Funding	Special Assessments
Net Amount Change Order # 2 (\$)	\$0.00
Previous Change Orders (\$)	\$5,166.00
Original Contract Amount (\$)	\$2,048,234.64
Total Contract Amount (\$)	\$2,053,400.64

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

APPROVED

For Contractor
Title

Joel Paur
Border States Paving Inc
Area Manager
Joel Paur

APPROVED DATE
Department Head
Mayor
Attest

T. Coe 8/3/22



CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-21-E1
VALLEY VIEW ESTATES 2ND ADDITION

Change Order No 3 **Change Order Date** 7/27/2022
Contractor Border States Paving Inc

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

EXPLANATION OF CHANGE Change Order # 3

Relocate Topsoil Stockpile. The work included in this change order is to be completed by the revised final completion date of August 7, 2022.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 3	27	Relocate Stockpile	LS	0	0	0	1	1	\$31,320.00	\$31,320.00
Change Order 3 Sub Total									\$31,320.00	\$31,320.00

Summary

Source Of Funding
 Net Amount Change Order # 3 (\$)
 Previous Change Orders (\$)
 Original Contract Amount (\$)
 Total Contract Amount (\$)

Special Assessments
 \$31,320.00
 \$5,166.00
 \$2,048,234.64
 \$2,084,720.64

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

APPROVED
 For Contractor
 Title

Joel Parr
 Border States Paving Inc.
 Area Manager

APPROVED DATE
 Department Head
 Mayor
 Attest

TRC 8/3/22

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(35)

Improvement District No. BN-21-H1

Type: Change Order #5

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

Date of Hearing: 8/1/2022

<u>Routing</u>	<u>Date</u>
City Commission	8/8/2022
PWPEC File	X
Project File	Matthew Jennings

The Committee reviewed the accompanying correspondence from Project Manager, Matthew Jennings, for Change Order #5 in the amount of \$4,198.20 for additional work.

Staff is recommending approval of Change Order #5 in the amount of \$4,198.20, bringing the total contract amount to \$2,374,840.47.

On a motion by Steve Sprague, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #5 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #5 in the amount of \$4,198.20, bringing the total contract amount to \$2,374,840.47 to Dakota Underground.

PROJECT FINANCING INFORMATION:


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

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

COMMITTEE

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

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Matthew Jennings, Project Manager
Date: July 27, 2022
Re: Improvement District No. BN-21-H1 – Change Order No. 5

Background:

Improvement District No. BN-21-H1 is on 24th Avenue South, east of 45th Street.

Dakota Underground is the Prime Contractor on this project.

This Change Order is for utilizing Del patches at 4 locations for partial depth repairs, instead of complete panel remove and replace, and additional permanent signing not included in the original plans.

The attached Change Order in the amount of **\$4,198.20** (0.18% of the original contract), increases the total contract amount to \$2,374,840.47 for additional work as shown on Change Order #5.

Recommended Motion:

Approve Change Order No. 5 in the amount of \$4,198.20 for Improvement District No. BN-21-H1.

MCJ/klb
Attachment



CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-21-H1
ON 24TH AVENUE SOUTH AND ON 26TH AVENUE SOUTH, EAST OF 45TH STREET SOUTH.

Change Order No 5 Change Order Date 7/25/2022
 Contractor Dakota Underground Co Inc

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

EXPLANATION OF CHANGE Change Order # 5

This change order is for 4 locations where Del patch was used in lieu of pavement remove/replace as well as additional permanent signing not included in the original plans including 2 road closed signs and a No Thru Street sign on 24th Ave.

Section	Line No	Item Description	Unit	Orig Qty	Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 5	153	Repair Pavement - Partial Depth Conc	SF	2	0	1	0	4	4	\$183.30	\$733.20
	154	F&I Sign Assembly & Anchor	EA	0	0	0	0	1	1	\$465.00	\$465.00
	155	F&I Barricade Type III	EA	0	0	0	0	2	2	\$1,500.00	\$3,000.00
Change Order 5 Sub Total										\$4,198.20	

Summary.

Source Of Funding

General Infrastructure Funds (TIF-401) & Special Assessments

Net Amount Change Order # 5 (\$)

\$4,198.20

Previous Change Orders (\$)

\$82,416.28

Original Contract Amount (\$)

\$2,288,225.99

Total Contract Amount (\$)

\$2,374,840.47

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

APPROVED

Jared Heller, PE

APPROVED DATE

For Contractor

Dakota Underground Company

Department Head

Title

Project Manager

Mayor

Attest

FLOE 8/3/22

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

36

Improvement District No. BR-22-B1 Type: Time Extension (Change Order #1)
 Location: 7th Ave N, from 1st St N – Elm St N & Date of Hearing: 8/1/2022
 Oak St N from 5th Ave N to 8th Ave N

Routing	Date
City Commission	8/8/2022
PWPEC File	X
Project File	Will Bayuk

The Committee reviewed the accompanying correspondence from Project Manager, Will Bayuk, regarding a time extension (Change Order #1) requested by Key Contracting. This time extension to the Substantial and Final Completion Dates, as well as Phase 1 and Phase 2, is needed due to unexpected delays and additional work.

Staff is recommending approval of the time extension (Change Order #1) as shown below:

Original Completion Dates:	Revised This Memo:
Phase 1: 7/26/22 Phase 2: 7/27/22 Substantial Completion: 9/10/22 Final Completion: 10/10/22	Phase 1: 8/8/22 Phase 2: 8/9/22 Substantial Completion: 9/23/22 Final Completion: 10/23/22

On a motion by Steve Sprague, seconded by Ben Dow, the Committee voted to recommend approval of the time extension (Change Order #1) as described above to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the time extension (Change Order #1) to Phase 1, Phase 2, and the Substantial and Final Completion Dates to September 23 and October 23, 2022 to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: WW, Water, Storm, Traffic/Street Light 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
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bruce Grubb, Temporary City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Will Bayuk, Project Engineer
Date: July 28, 2022
Re: Improvement District No. BR-22-B1 – Time Extension (Change Order #1)

Background:

Improvement District No. BR-22-B1 is for the Rehab/Reconstruction 7th Avenue North from 1st Street North to Elm Street North, and Oak Street North from 5th Avenue North to 8th Avenue North.

Key Contracting Inc. is the Prime Contractor for this project.

Change Order #1

Key Contracting is requesting a time extension to Phase 1, Phase 2, Substantial Completion and Final Completion Dates. There were a few delays at the intersection of 7th Avenue and Oak Street that negatively affected Key Contracting's construction timeline.

- 1) The existing water main was too shallow to connect to, which forced Key Contracting to wait until they tied into the existing water main at the intersection of 7th Avenue and Elm Street in order to pressure test the newly installed water main. This pushed back the installation of Fabric, Gravel, Curb & Gutter, and Asphalt. Key Contracting was delayed 13 days.
- 2) It was discovered that the existing water main in the middle of the 7th Avenue and Oak Street intersection was leaking for an unknown amount of time. This, along with old fill sand trenches caused the subgrade to become extremely saturated and unsuitable. Key Contracting removed approximately 1.5 feet of unsuitable subgrade from the entire intersection and replaced it with a layer of Geogrid fabric and crushed concrete. Key Contracting was delayed 1 day.
- 3) During Phase 1 construction there were 3 separate cases of extra work that were done to adjust our planned designs to meet the existing conditions. These extra work events accumulated to 1 day.

Key Contracting is requesting a 14-day time extension, and they are not requesting any additional money for their efforts.

Time Extension = (Days delayed) – (working days not worked)
= (13 days lost to waiting on water main pressure test)
+ (1 day lost to unsuitable subgrade remove and replace)
+ (1 day lost to extra work items) – (2 dry Saturdays not worked)
= 13 Day Time Extension

It is my recommendation to allow a 13-day time extension.

Recommended Motion:

Approve the Time Extension (Change Order #1) of 13 days as shown below.

Original Completion Dates	Revised This Memo
Phase 1 – July 26, 2022 Phase 2 – July 27, 2022 Substantial – September 10, 2022 Final – October 10, 2022	Phase 1 – August 8, 2022 Phase 2 – August 9, 2022 Substantial – September 23, 2022 Final – October 23, 2022

WRB/klb
Attachment



CHANGE ORDER REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-22-B1
ON 7TH AVENUE NORTH FROM 1/2 BLOCK EAST OF 2ND STREET TO ELM STREET.
ON OAK STREET NORTH FROM THE BNSF RAIL ROAD TRACKS TO 8TH AVENUE
NORTH.

Change Order No 1 Change Order Date 7/28/2022
 Contractor Key Contracting Inc

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

EXPLANATION OF CHANGE Change Order # 1

Delays at 7th/Oak. Existing WM too shallow, forcing key to wait to pressure test 7th/Oak until tie in at 7th/Elm. Existing WM leak and existing fill sand trenches at 7th/Oak caused extremely saturated subgrade. Key removed approx. 1.5' of subgrade and replaced with Geogrid and crushed concrete. There were also 3 different extra work items that accumulated to 1 full working day. (13 Day Time Extension) = (13 days lost to waiting on pressure testing) + (1 day lost to subgrade remove and replace) + (1 day of extra work on 3 different areas) - (2 days of dry Saturdays not worked) Time extension of 13 days to Phase 1, Phase 2, Substantial and Final. Revised Dates: Phase 1 - 8/8/2022, Phase 2 - 8/9/2022, Substantial Completion - 9/23/2022, Final Completion - 10/23/2022.

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 (\$)	Sub Total
											\$0.00

Summary.

Source Of Funding

Waste Water Utility Funds, Water Utility Funds, Storm Utility Funds, Traffic/Street Light Utility Funds, Street Sales
Tax Funds, Special Assessments

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

\$0.00
\$0.00
\$2,333,313.10
\$2,333,313.10

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

CONTRACT DATES

Current Substantial Completion Date

9/10/2022

Additional Days Substantial Completion

13

New Substantial Completion Date

9/23/2022

Current Final Completion Date

10/10/2022

Additional Days Final Completion

13

New Final Completion Date

10/23/2022

Interim Completion Dates

APPROVED
For Contractor
Title

Thomas Martin
President

APPROVED DATE
Department Head
Mayor
Attest

T. R. O. E. 8/3/22

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

37

Improvement District No. FP-19-A2 Type: Change Order #3
Location: Southwest Regional Pond Date of Hearing: 8/1/2022

Routing Date
City Commission 8/8/2022
PWPEC File X
Project File Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, regarding Change Order #3 in the amount of \$44,402.02 for wage rate adjustments.

Staff is recommending approval of Change Order #3 in the amount of \$44,402.02, bringing the total contract amount to \$4,410,467.56.

On a motion by Steve Sprague, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #3 to RJ Zavoral & Sons.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Change Order #3 in the amount of \$44,402.02, bringing the total contract amount to \$4,410,467.56 to RJ Zavoral & Sons.

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

Table with 5 columns: Name, Present, Yes, No, Unanimous. Rows include Tim Mahoney, Mayor; Nicole Crutchfield, Director of Planning; Steve Dirksen, Fire Chief; Bruce Grubb, Temporary City Administrator; Ben Dow, Director of Operations; Steve Sprague, City Auditor; Brenda Derrig, City Engineer; Terri Gayhart, Finance Director.

ATTEST:

Handwritten signature of Brenda E. Derrig

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Rob Hasey, Project Manager
Date: August 1, 2022
Re: Improvement District No. FP-19-A2 – General Contract Change Order #3

Background:

Improvement District No. FP-19-A2 is the General Construction Contract for the Southwest Regional Pond – Phase 1 located south of 52nd Avenue South and east of Cass County Drain 27.

Zavarol & Sons is requesting additional payment for the bulldozer wage rate paid to their operators. When the project was sent out for bids we included wage rate tables for Highway, Heavy, and Building in the bid documents to cover all potential job classifications. In retrospect we were only to include one wage rate scale (Heavy) into the plans and specifications since that was the predominant activity category. If the Contractor needed to add a job classification not listed in the Heavy wage rate table they would do so to seek approval from the Department of Labor to add that wage rate into the Heavy category for this project.

Zavarol was using the bulldozer wage rate from the Highway category since that was at a lower hourly wage rate than a bulldozer in the Heavy wage rate table. During payroll review it was brought to the Contractor's attention that they should be paying the higher wage rate in the Heavy wage rate table to conform to the Davis Bacon requirements per the SRF loan. The increased cost to the contract to pay the additional hourly and fringe benefits for the Heavy wage rate for bulldozer operator is \$44,402.02.

If Zavarol used the heavy wage rate for dozer in their original bid they still would have been the low bidder on the project.

Recommended Motion:

Approve Change Order #3 to add \$44,402.02 to the contract for the bulldozer wage rate adjustment.

Attachments

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT



Improvement District No	FP-19-AZ	Change Order No	3
Project Name	Southwest Regional Pond - Phase 1 - General		
Date Entered	7/25/2022	For	R J Zavoral & Sons

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: Bulldozer wage rate adjustment

Adjust bulldozer wage rate from Highway (\$47.40/hr) to Heavy (\$62.63/hr)

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 (\$)
Miscellaneous	41	Extra - Site Grading	LS	0.00	0.00	0.00	1.00	1.00	44,402.02	44,402.02
Miscellaneous Sub Total (\$)										
44,402.02										

Summary

Source Of Funding	Special Assessments	
Net Amount Change Order # 3 (\$)		44,402.02
Previous Change Orders (\$)		759.00
Original Contract Amount (\$)		4,365,306.54
Total Contract Amount (\$)		4,410,467.56

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

Joseph R. Zavoral
R.J. Zavoral & Sons, Inc.

APPROVED DATE

T. Zavoral
Department Head
8/3/22



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Title			
Treasurer		Mayor	Attest



March 8, 2022

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

**Subject: FP-19-A2 Southwest Regional Pond Phase 1
Change Order No. 3 & Liquidated Damages Recommendation**

Mr. Hasey:

Below is our assessment of the contractor's request for additional payment due to Davis Bacon wages as well as our recommendations for Liquidated Damages on the project.

REQUEST FOR ADDITIONAL PAYMENT

RJ Zavoral & Sons, Inc. is requesting additional payment related to the Davis Bacon wages for bulldozer operators. At the time of bidding, all three wage scales (Highway, Heavy, and Building) we included in the bid documents. In preparing their bid, Zavoral used the wage rates from the Highway scales for the bulldozer operators, however, this project falls under the Heavy wage scales. The difference in total hourly wages (base plus fringe) between the Highway and Heavy wage scales for a bulldozer operator is \$15.23 (\$47.40-Highway, \$62.63-Heavy). Zavoral tabulated the bulldozer operator hours and calculated the difference in total wages to be \$44,402.02. They are requesting a lump sum change order for that amount to cover the additional wages paid to their operators due to the difference in wage rates. We have reviewed their request and find these costs to be reasonable based on the information provided. Also, it is important to note that Zavoral's total bid for the project was \$4,365,306.54 and the next lowest bidder (Gladden Construction, Inc.) submitted a bid of \$4,817,114.15. Had Zavoral utilized the Heavy wage scales for bulldozer operators when preparing their original bid, they still would have been the low bidder on this project.

LIQUIDATED DAMAGES

The original substantial completion date for the project was September 15, 2021. Change Order No. 1 on the project extended the substantial completion date to October 1, 2021. Due to inadequate planning of seeding operations, substantial completion was not reached until November 4, 2021, resulting in 33 days of potential liquidated damages (LDs). A portion of the delayed seeding was related to the seeding of the clay stockpile. Multiple contractors (Ames, Excavating, Inc.) were removing material from the stockpile that affected seeding operations; therefore, we recommend removing 7 days from the 33-day total. Also, due to manufacturing delays related to the lift station control panel, Zavoral was actively working in the area directly adjacent to the lift station until mid-day on September 29, 2021, which prohibited seeding from occurring in that area. Between September 30 and October 2, 2021, the site received 0.68" of rain over the 3-day period which prohibited seeding operations.

Robert Hasey
March 8, 2022
Page 2



To account for the rain delays and associated drying time we are recommending an additional 8 days be deducted from the total which brings the total number of recommended days of LDs to 18 days.

RECOMMENDATIONS

Based on the analysis above, we recommend approval of a lump sum change order in the amount of \$44,402.02 for Davis Bacon wages. We also recommend that 18 days be assessed at the contract stated \$2,500 per day for Liquidated Damaged (\$45,000) related to seeding delays. The net result of the change order and liquidated damages will reduce the overall contract amount by \$597.98.

Sincerely,

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

Michael P. Love, PE
Project Manager
Direct: 701.499.2062
mlove@houstoneng.com

21207 - Fargo Southwest Regional Pond Phase 1 Bulldozer Hours Thru Weekending October 31, 2021

CPR No.	Hours		\$29.40			\$18.00			\$40.93			\$21.70		
	Reg	OT	Wages Reg	Wages OT	Fringes	Wages Reg	Wages OT	Fringes	Wages Reg	Wages OT	Fringes	Wages Reg	Wages OT	Fringes
1	44.50	0.00	\$1,308.30	\$0.00	\$801.00	\$1,308.30	\$0.00	\$801.00	\$1,821.39	\$0.00	\$965.65	\$1,821.39	\$0.00	\$965.65
2	185.50	47.00	\$5,453.70	\$1,381.80	\$4,185.00	\$5,453.70	\$1,381.80	\$4,185.00	\$7,592.52	\$1,923.71	\$5,045.25	\$7,592.52	\$1,923.71	\$5,045.25
3	106.00	63.25	\$3,116.40	\$1,859.55	\$3,046.50	\$3,116.40	\$1,859.55	\$3,046.50	\$4,338.58	\$2,588.82	\$3,672.73	\$4,338.58	\$2,588.82	\$3,672.73
4	185.00	88.00	\$5,439.00	\$2,587.20	\$4,914.00	\$5,439.00	\$2,587.20	\$4,914.00	\$7,572.05	\$3,601.84	\$5,924.10	\$7,572.05	\$3,601.84	\$5,924.10
5	210.50	68.00	\$6,188.70	\$1,999.20	\$5,013.00	\$6,188.70	\$1,999.20	\$5,013.00	\$8,615.77	\$2,783.24	\$6,043.45	\$8,615.77	\$2,783.24	\$6,043.45
6	159.50	89.00	\$4,689.30	\$2,616.60	\$4,473.00	\$4,689.30	\$2,616.60	\$4,473.00	\$6,528.34	\$3,642.77	\$5,392.45	\$6,528.34	\$3,642.77	\$5,392.45
7	149.50	74.25	\$4,395.30	\$2,182.95	\$4,027.50	\$4,395.30	\$2,182.95	\$4,027.50	\$6,119.04	\$3,039.05	\$4,855.38	\$6,119.04	\$3,039.05	\$4,855.38
8	203.00	67.00	\$5,968.20	\$1,969.80	\$4,860.00	\$5,968.20	\$1,969.80	\$4,860.00	\$8,308.79	\$2,742.31	\$5,859.00	\$8,308.79	\$2,742.31	\$5,859.00
9	158.00	21.75	\$4,645.20	\$639.45	\$3,235.50	\$4,645.20	\$639.45	\$3,235.50	\$6,466.94	\$890.23	\$3,900.58	\$6,466.94	\$890.23	\$3,900.58
10	165.00	0.00	\$4,851.00	\$0.00	\$2,970.00	\$4,851.00	\$0.00	\$2,970.00	\$6,753.45	\$0.00	\$3,580.50	\$6,753.45	\$0.00	\$3,580.50
11	180.75	91.75	\$5,314.05	\$2,697.45	\$4,905.00	\$5,314.05	\$2,697.45	\$4,905.00	\$7,398.10	\$3,755.33	\$5,913.25	\$7,398.10	\$3,755.33	\$5,913.25
12	120.00	56.50	\$3,528.00	\$1,661.10	\$3,177.00	\$3,528.00	\$1,661.10	\$3,177.00	\$4,911.60	\$2,312.55	\$3,830.05	\$4,911.60	\$2,312.55	\$3,830.05
13	26.00	0.00	\$764.40	\$0.00	\$468.00	\$764.40	\$0.00	\$468.00	\$1,064.18	\$0.00	\$564.20	\$1,064.18	\$0.00	\$564.20
14	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15	27.00	0.00	\$793.80	\$0.00	\$486.00	\$793.80	\$0.00	\$486.00	\$1,105.11	\$0.00	\$585.90	\$1,105.11	\$0.00	\$585.90
16	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17	57.00	0.00	\$1,675.80	\$0.00	\$1,026.00	\$1,675.80	\$0.00	\$1,026.00	\$2,333.01	\$0.00	\$1,236.90	\$2,333.01	\$0.00	\$1,236.90
18	41.50	0.00	\$1,220.10	\$0.00	\$747.00	\$1,220.10	\$0.00	\$747.00	\$1,698.60	\$0.00	\$900.55	\$1,698.60	\$0.00	\$900.55
19	18.00	0.00	\$529.20	\$0.00	\$324.00	\$529.20	\$0.00	\$324.00	\$736.74	\$0.00	\$390.60	\$736.74	\$0.00	\$390.60
20	5.00	0.00	\$147.00	\$0.00	\$90.00	\$147.00	\$0.00	\$90.00	\$204.65	\$0.00	\$108.50	\$204.65	\$0.00	\$108.50
21	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals	2,041.75	666.50	\$60,027.45	\$19,595.10	\$48,748.50	\$60,027.45	\$19,595.10	\$48,748.50	\$83,568.83	\$27,279.85	\$58,769.03	\$83,568.83	\$27,279.85	\$58,769.03

Employer Share of FICA on Increase Wages(7.65%) \$9,820.39

Difference

\$12,975.75

\$44,402.02

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

38

Improvement District No. NR-20-A2 Type: Change Order #1 & Time Extension

Location: STS LS #6, 8, 49, 51 & 70 Date of Hearing: 8/1/2022

<u>Routing</u>	<u>Date</u>
City Commission	8/8/2022
PWPEC File	X
Project File	Jody Bertrand

The Committee reviewed the accompanying correspondence from Division Engineer, Jody Bertrand, related to Change Order #1 in the amount of \$22,500.00 for additional work, along with the associated time extensions as described below:

Original Completion Dates	Revised This Memo
Substantial – March 15, 2022 Final – June 1, 2022	Substantial – August 15, 2022 Final – September 2, 2022

Staff is recommending approval of Change Order #1 in the amount of \$22,500.00 and the time extension to the Substantial and Final Completion Dates as shown above.

On a motion by Steve Sprague, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #1 and the time extension to the Substantial and Final Completion Dates to CC Steel.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$22,500.00 bringing the total contract amount to \$1,074,034.20 and time extension to the Substantial and Final Completion Dates to August 15, 2022 and September 2, 2022 to CC Steel.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Storm Sewer Utility Funds & Special Assessments


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

COMMITTEE

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

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

From: Jody Bertrand, PE, CFM - Division Engineer

Date: July 26, 2022

Re: Improvement District No. NR-20-A2 – Change Order No. 1 & Time Extension
Lift Station Rehabilitation Project

Background:

This project is for the rehabilitation of several storm sewer lift stations and the opportunity to relocate an existing electrical generator from the previous Fargo Public School building on 4th Avenue and 2nd Street North became available. This change order will disconnect and relocate the generator to the storm sewer lift station #17 at University Drive and Main Avenue. The electrical connection will be a separate project. This generator will supply backup power to operate the storm water lift station if needed, for this critical north and south underpass for emergency vehicles if power was to be interrupted during a significant rainfall event.

This change order will also modify the Substantial and Final Completion Dates of the project, which was previously impacted by material supply issues and this additional requested work.

Recommended Motion:

Approve Change Order #1 in the amount of \$22,500.00 to CC Steel Inc. and modify the Substantial and Final Completion Dates to August 15 and September 2, 2022 respectively.

JRB/klb
Attachments



CHANGE ORDER REPORT
STORM SEWER LIFT STATION REHAB/RECONSTRUCTION & INCIDENTALS
IMPROVEMENT DISTRICT NO. NR-20-A2
STS LS #6, #8, #49, #51 & #70

Change Order No 1 Change Order Date 7/25/2022
 Contractor CC Steel, LLC

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

EXPLANATION OF CHANGE Change Order # 1

Repurposing electrical generator from old Fargo Public Schools site to a storm sewer lift station located at University Drive and Main Avenue (NW quadrant). Work to include electrical disconnection and rough in of new conduit in new concrete placement pad (14' by 18' by 12" thick w/#4 rebar 24" OC). Work will also include removal and reinsertion of existing diesel fuel (after move), use of multiple crane operations (Pittman and 50 Ton crane) for various stages of move/hauling operations, upper exhaust removal is required for moving Special Bid Item A Concrete Pad installation University and Main Ave Fuel transfer services Exhaust removal and reinstallation for generator Jack and roll generator to precipitate haul/move to new site Mobilization and use of Cranes (load/unload/placement) Special Bid Item B Electrical Disconnects and rough in of electrical conduits

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 1	9	Special Bid Item A	LS	0	0	0	1	1	\$18,000.00	\$18,000.00
	10	Special Bid Item B	LS	0	0	0	1	1	\$4,500.00	\$4,500.00
Change Order 1 Sub Total										\$22,500.00

Summary

Source Of Funding	Special Assessments (49.71%) Storm Sewer Utility Fund 524 (50.29%)
Net Amount Change Order # 1 (\$)	\$22,500.00
Previous Change Orders (\$)	\$0.00
Original Contract Amount (\$)	\$1,051,534.20
Total Contract Amount (\$)	\$1,074,034.20

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

CONTRACT DATES

Current Substantial Completion Date	3/15/2022	Current Final Completion Date	6/1/2022
Additional Days Substantial Completion	153	Additional Days Final Completion	93
New Substantial Completion Date	8/15/2022	New Final Completion Date	9/2/2022

Interim Completion Dates



APPROVED

For Contractor CC Steel, LLC by Ella G. Trio

Title Chief Manager

APPROVED DATE

Department Head

Mayor

Attest


8/3/22



Industrial - Commercial

July 22, 2022

Mike Cebulla
CC Steel
NR-20-A1 Generator
City of Fargo

Scope:

- Disconnect existing generator feeder and control wires
 - Disconnect conductors in generator and ATS
 - Disconnect conductors and remove control panel in building
 - Remove necessary wires for removal of generator
 - ATS to remain
 - Cut off conduits in generator enclosure flush to pad
- Rough in PVC conduits in new generator location
 - (4) 3" for feed
 - (1) 1-1/4" for controls
 - (1) 3/4" for 120V power
 - Conduits to be stubbed underground just outside footprint of generator pad
 - No wiring included in rough in price
- Moving and setting the generator is by others
- All fees and tax included
- All work to be done during normal hours

Proposed Price: \$4,500.00

Please reach out with any questions

Sincerely

Ryan Tougas



(39)

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

August 3, 2022

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-22-G1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, August 3rd 2022, for New Paving and Utility Construction, Improvement District No. BN-22-G1, located Meadow View Phase 2 - 15th St S & 67th Ave S.

The bids were as follows:

Dirt Dynamics	\$2,430,709.04
Key Contracting Inc	\$2,739,358.60
Northern Improvement Co	\$2,789,973.92
Dakota Underground Co Inc	\$2,797,613.39
Sellin Brothers, Inc	\$3,858,874.00
Engineers Estimate	\$2,250,407.05

Private financial security is in order.

No protests have been recieved.

This office recommends award of the contract to Dirt Dynamics. in the amount of \$2,430,709.04 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE
Assistant City Engineer



Engineer's Statement Of Cost
Improvement District # BN-22-G1
New Paving And Utility Construction

Meadow View Phase 2 - 15th St S & 67th Ave S

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

New Paving and Utility Construction Improvement District # BN-22-G1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Erosion Control					
1	Clear & Grub	LS	1.00	2,200.00	2,200.00
2	Mulching Type 1 Hydro	SY	2,000.00	0.53	1,060.00
3	Seeding Type C	SY	2,000.00	0.53	1,060.00
4	Stormwater Management	LS	1.00	2,500.00	2,500.00
5	Temp Construction Entrance	EA	2.00	1,500.00	3,000.00
6	Inlet Protection - New Inlet	EA	21.00	210.00	4,410.00
7	Inlet Protection - Existing Inlet	EA	10.00	173.00	1,730.00
Erosion Control Total					15,960.00
Sanitary Sewer					
8	F&I Manhole GB	EA	7.00	3,000.00	21,000.00
9	F&I Manhole 4' Dia Reinf Conc	EA	7.00	6,159.00	43,113.00
10	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	2,362.00	0.01	23.62
11	Connect Pipe to Exist Pipe	EA	6.00	442.00	2,652.00
12	F&I Pipe SDR 26 - 6" Dia PVC	LF	4,597.00	29.00	133,313.00
13	F&I Pipe SDR 26 - 8" Dia PVC	LF	2,254.00	43.00	96,922.00
14	F&I Pipe SDR 35 - 10" Dia PVC	LF	108.00	48.00	5,184.00
15	Connect Sewer Service	EA	91.00	480.00	43,680.00
Sanitary Sewer Total					345,887.62
Cass Rural Water					
16	F&I Fittings C153 Ductile Iron	LB	610.00	7.54	4,599.40
17	F&I Hydrant	EA	4.00	5,690.00	22,760.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
18	Connect Pipe to Exist Pipe	EA	6.00	1,038.00	6,228.00
19	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	24.00	39.00	936.00
20	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	2,439.00	46.00	112,194.00
21	F&I Gate Valve 6" Dia	EA	4.00	2,000.00	8,000.00
22	F&I Gate Valve 8" Dia	EA	9.00	2,700.00	24,300.00
23	F&I Pipe 1" Dia Water Service	LF	4,441.00	15.00	66,615.00
24	F&I CS & Box 1" Dia	EA	91.00	640.00	58,240.00
25	Connect Water Service	EA	91.00	400.00	36,400.00
Cass Rural Water Total					340,272.40
Storm Sewer					
26	F&I Manhole GB	EA	9.00	1,850.00	16,650.00
27	F&I Manhole 4' Dia Reinf Conc	EA	8.00	3,462.00	27,696.00
28	F&I Inlet - Single Box (SBI) Reinf Conc	EA	13.00	3,124.00	40,612.00
29	F&I Inlet - Round (RDI) Reinf Conc	EA	9.00	1,836.00	16,524.00
30	Connect Pipe to Exist Pipe	EA	2.00	450.00	900.00
31	Connect Pipe to Exist Structure	EA	3.00	1,700.00	5,100.00
32	F&I Pipe 12" Dia	LF	723.00	35.00	25,305.00
33	F&I Pipe 15" Dia	LF	422.00	65.00	27,430.00
34	F&I Pipe 18" Dia	LF	340.00	66.00	22,440.00
35	F&I Pipe 24" Dia	LF	1,059.00	95.00	100,605.00
36	F&I Pipe 12" Dia Reinf Conc	LF	98.00	61.00	5,978.00
37	F&I Pipe 24" Dia Reinf Conc	LF	138.00	95.00	13,110.00
38	F&I Pipe w/GB 15" Dia Reinf Conc	LF	234.00	81.00	18,954.00
39	F&I Manhole 5' Dia Reinf Conc	EA	2.00	5,720.00	11,440.00
40	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	1.00	3,800.00	3,800.00
Storm Sewer Total					336,544.00
Paving					
41	Topsoil - Strip & Spread	LS	1.00	47,796.00	47,796.00
42	Fill - Contractor Supply	CY	12,230.00	10.00	122,300.00
43	Subcut	CY	250.00	6.00	1,500.00
44	Subgrade Preparation	SY	9,432.00	2.00	18,864.00
45	F&I Woven Geotextile	SY	9,432.00	2.00	18,864.00
46	F&I Class 5 Agg - 8" Thick	SY	9,432.00	14.00	132,048.00
47	F&I Edge Drain 4" Dia PVC	LF	4,851.00	13.70	66,458.70
48	F&I Curb & Gutter Mountable (Type I)	LF	4,851.00	22.50	109,147.50

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
49	F&I Sidewalk 4" Thick Reinf Conc	SY	128.00	90.00	11,520.00
50	F&I Sidewalk 6" Thick Reinf Conc	SY	7.00	115.00	805.00
51	Remove Sidewalk 4" Thick Conc	SY	15.00	10.00	150.00
52	F&I Shared Use Path 5" Thick Reinf Conc	SY	197.00	84.00	16,548.00
53	F&I Shared Use Path 6" Thick Reinf Conc	SY	8.00	115.00	920.00
54	F&I Det Warn Panels Cast Iron	SF	16.00	53.00	848.00
55	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2,557.00	110.00	281,270.00
56	Casting to Grade - Blvd	EA	9.00	350.00	3,150.00
57	Casting to Grade - no Conc	EA	7.00	400.00	2,800.00
58	GV Box to Grade - Blvd	EA	12.00	150.00	1,800.00
59	Mulching Type 1 Hydro	SY	10,209.00	0.53	5,410.77
60	Mulching Type 2 Straw	SY	65,880.00	0.14	9,223.20
61	Seeding Type C	SY	845.00	1.05	887.25
Paving Total					852,310.42
Signing					
62	F&I Sign Assembly & Anchor	EA	3.00	215.00	645.00
63	F&I Diamond Grade Cubed	SF	15.40	23.50	361.90
Signing Total					1,006.90
Street Lights					
64	F&I Base 5' Deep Reinf Conc	EA	15.00	525.00	7,875.00
65	F&I Conductor #6 USE Cu	LF	7,200.00	2.10	15,120.00
66	F&I Innerduct 1.5" Dia	LF	2,082.00	5.25	10,930.50
67	F&I Luminaire Type A	EA	15.00	1,575.00	23,625.00
68	F&I Light Standard Type A	EA	15.00	2,625.00	39,375.00
Street Lights Total					96,925.50
LOMR					
69	Topsoil - Strip	LS	1.00	26,000.00	26,000.00
70	Topsoil - Spread	CY	8,600.00	2.00	17,200.00
71	Fill - Haul	CY	5,350.00	5.00	26,750.00
72	Fill - Contractor Supply	CY	36,650.00	10.00	366,500.00
73	Mulching Type 2 Straw	SY	38,230.00	0.14	5,352.20
LOMR Total					441,802.20
Total Construction in \$					2,430,709.04

Engineering	8.91%	216,562.77
Admin	3.27%	79,556.28
Legal	2.45%	59,667.20
Interest	3.27%	79,556.28
Contingency	4.09%	99,445.34
Total Estimated Costs		2,965,496.91
Cass Rural WUD Funds		428,743.23
LOMR - Developer Funded		459,474.29
Special Assessments		2,077,279.39
Unfunded Costs		0.00

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

Date: 08/03/2022



Thomas Knakmuhs
Assistant City Engineer

