

FARGO CITY COMMISSION AGENDA
Tuesday, December 26, 2023 – 4:00 P.M.

Executive Session at 4:00 p.m.

Roll Call.

PLEASE NOTE: The City Commission will convene at 4:00 p.m. and retire into Executive Session in the Red River Room for the purpose of attorney consultation regarding threatened litigation pertaining to 501 Main Avenue and to discuss negotiating strategy or provide negotiation instructions to its attorney or other negotiator regarding the threatened litigation and to receive its attorney's advice and guidance on the legal risks, strengths and weaknesses of an action of a public entity. To discuss these matters in public in an open meeting would have an adverse fiscal effect on the City. Thus, an Executive Session for these matters is authorized pursuant to North Dakota Century Code 44-04-19.1 subsections 2, 5 and 9.

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, December 11, 2023).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. Accept the results of the City's Canvassing Board for the December 5, 2023 Special election and withdraw from final passage:
 - a. An Ordinance Enacting Article 3-24 of Chapter 3 of the Fargo Municipal Code Relating to a Lodging Tax for Fargodome Including Conference Center and
 - b. An Ordinance Enacting Article 3-25 of Chapter 3 of the Fargo Municipal Code Relating to a Sales Tax for Fargodome Including Conference Center.
2. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of the following Ordinances:
 - a. Repealing Section 10-0307 of Article 10-03 of Chapter 10 of the Fargo Municipal Code Relating to Persons Using Streets not to be Molested.
 - b. Repealing Section 10-0311 of Article 10-03 of Chapter 10 of the Fargo Municipal Code Relating to Panhandling.
3. 2nd reading and final adoption of an Ordinance Enacting Section 8-0610 of Article 8-06 of Chapter 8 of the Fargo Municipal Code Relating to Rotary Traffic Islands; 1st reading, 12/11/23.

4. 2nd reading and final adoption of an Ordinance Amending Section 25-1508 of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages; 1st reading, 12/11/23.
5. City of Fargo Resolution Authorizing Officers to Make Deposits and Withdrawals.
6. Applications for Games of Chance:
 - a. Benefit for Isaac Douglas for a raffle on 1/20/24; Public Spirited Resolution.
 - b. El Zagal (Temple) for a raffle on 12/27/23.
 - c. NDSU Saddle and Sirloin for a raffle on 3/27/24.
 - d. St. John Paul II Catholic Schools for a raffle and raffle board on 2/2/24.
 - e. El Zagal Shrine Arab Patrol for a raffle on 3/15/24.
7. Maintenance Certification for Urban Federal Aid Projects with the NDDOT.
8. Bill of Sale with Northern States Power Company d/b/a Xcel Energy for a street light pole located at 613 1st Avenue North.
9. Amendment No. 1 with KLJ in the amount of \$28,857.10 for Project No. FM-24-A0.
10. Amendment No. 1 to the Engineering Services Agreement with Apex Engineering Group in the amount of \$140,071.00 for Project No. NR-24-A0.
11. Final Balancing Change Order No. 1 in the amount of \$0.00 for Project No. FM-22-C3.
12. Change Order No. 2 in the amount of \$9,790.00 for Improvement District No. BR-23-E1.
13. Negative Final Balancing Change Order No. 2 in the amount of -\$65,536.92 for Improvement District No. BR-22-C1.
14. Negative Final Balancing Change Order No. 2 in the amount of -\$8,178.01 for Improvement District No. PN-23-A1.
15. Negative Final Balancing Change Order No. 4 in the amount of -\$41,446.92 for Improvement District No. PR-23-F1.
16. Negative Final Balancing Change Order No. 1 in the amount of -\$227,481.08 for Improvement District No. PR-23-G1.
17. Bid award to Dakota Underground Company Inc. in the amount of \$4,107,126.09 for Improvement District No. BR-24-B1.
18. Contract and bond for Project No. SN-23-B1.
19. Bid award and Agreement with Select Pro Cleaning in the amount of \$636,300.00 for cleaning services at City Hall and Sky Commons-West Wing (RFP24019).
20. Bid award and Agreement with Automated Maintenance Services, Inc. in the amount of \$447,037.00 for cleaning services at Fargo Cass Public Health (RFP24020).
21. Bid award and Agreement with Osgood Cleaning Services LLC in the amount of \$266,400.00 for cleaning services at the downtown Library (RFP24021).

22. Master Services Agreement with JLG Architects for engineering/architectural services (RFP24011).
23. Tenth Amended Lease Agreement North Dakota State University and the Fargo Dome Authority.
24. Acknowledgement of Agreement Extension with Ovations Food Services, L.P. d/b/a OVG Hospitality (f/k/a Spectra Food Services & Hospitality).
25. Resolution adopting the City of Fargo Purchasing Card Policy, Purchasing Policy and Procedure Manuals.
26. Change Orders for Fire Station No. 8 Construction (general construction contract) (ITB23050):
 - a. No. 6 in the amount of \$8,737.93.
 - b. No. 7 in the amount of -\$588.66.
 - c. No. 8 in the amount of \$9,866.95.
27. Change Order No. 1 in the amount of -\$4,967.00 for Fire Station No. 8 (electrical construction contract) (ITB23050).
28. Fire Department request for a rollover of Capital Funds, as presented.
29. Fire Department budget adjustment, as presented.
30. Budget adjustment for the Grant Award from the ND Department of Health and Human Services for Public Health Infrastructure and Workforce (CFDA #93.967).
31. Budget adjustment for the Purchase of Service Agreement with the ND Department of Health and Human Services, Behavioral Health Division for addressing opioid stimulant misuse.
32. Budget adjustment for the Purchase of Service Agreement with the ND Department of Health and Human Services, Behavioral Health Division for substance abuse prevention.
33. Direct the City Attorney to amend the Findings of Fact, Conclusions and Order for property located at 1208 University Drive South contingent upon the transfer of ownership.
34. Direct the City Attorney to amend the Findings of Fact, Conclusions and Order for property located at 1710 1st Avenue South to allow the owner to repair the structure by 6/28/24.
35. Request to overfill the 1/22/24 Fargo Police Academy class with five sworn Police Officer positions.
36. Bid award in the amount of \$395,923.00 to Sanitation Products for the purchase of one dual auto side load refuse truck (RFP24017).
37. Bid award in the amount of \$191,736.00 to Sanitation Products for the purchase of one hook and hoist refuse truck (RFP24027).
38. Exempt Purchase Request for vendor specific parts and service from New Flyer Industries Parts in the amount of \$250,000.00 and from Cummins NP in the amount of \$250,000.00 (EX24025 and EX24023).

39. Contract with Via Mobility LLC for the purchase of scheduling and dispatching Paratransit bus software/hardware (RFP23215).
40. One year extension to the Electrical Services Agreement with Sun Electric, Inc. for electrical services at the Water Treatment Plant.
41. Amendment of Resolution Authorizing the Issuance and Sale of an Amended and Restated \$98,000,000.00 City of Fargo Sales Tax and Water Revenue Bond, Series 2013B and ND State Revolving Fund Program Amended and Restated Loan Agreement with the ND Public Finance Authority.
42. Bills.

REGULAR AGENDA:

43. **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:**

44. **PUBLIC HEARING** – Application for a transfer of a Class “FA-GOLF” Alcoholic Beverage License from Kjerbeersten, LLC d/b/a 19th Hole at Rose Creek to Up North Hospitality, LLC d/b/a CJ’s Tavern to be located at 1500 East Rose Creek Parkway South.
45. **PUBLIC HEARING** – Application for a Class “F” Alcoholic Beverage License for El Vaqueros d/b/a El Vaqueros to be located at 3001 13 Avenue South.
46. **PUBLIC HEARING** – Application for a transfer of a Class “A-Club” Alcoholic Beverage License for Fargo Air Museum d/b/a Fargo Air Museum to be located at 1609 19th Avenue North (ownership change).
47. **PUBLIC HEARING** – Application for a Class “Z” Alcoholic Beverage License for Downtown Tavern, LLC d/b/a Marge’s Bar to be located at 210 Broadway, Suite 90.
48. **PUBLIC HEARING** - Application for a Class “C” Alcoholic Beverage License for Uncorked Lounge d/b/a Uncorked Lounge to be located at 5601 33rd Avenue South.
49. **PUBLIC HEARING** – Reconsideration of the City Commission’s Action on November 27, 2023 to Deny a Land Management Plan Permit at 338 9th Avenue South.
50. Presentation and approval of the Fargo Fire Department 2024-2029 Strategic Plan.
51. Update on the 2024-2027 Engineering CIP.
52. Decision on the North Broadway Bridge (Project No. QR-23-A0).
53. Recommendations for appointments to the Board of Health.
54. Recommendation for appointment to the Metropolitan Council of Governments Policy Board.
55. Liaison Commissioner Assignment Updates.

Erik R. Johnson
Assistant City Attorney - Fargo

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December 18, 2023


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

RE: Motion to receive and file the City Canvassing Board's results from the December 5, 2023, special election and to withdraw from final passage (a) An Ordinance Enacting Article 3-24 of Chapter 3 of the Fargo Municipal Code Relating to a Lodging Tax for Fargodome Including Conference Center and (b) An Ordinance Enacting Article 3-25 of Chapter 3 of the Fargo Municipal Code Relating to a Sales Tax for Fargodome Including Conference Center

Dear Commissioners:

This is in follow up to the December 5th special city-wide election. The City Auditor has provided a report from the City's Canvassing Board of the formal results of the election and, as you know, the proposed home rule charter that would have authorized the lodging tax and the sales tax did not receive the requisite 60% voter approval and, therefore, the proposal was defeated. The City Commission had previously received and filed two ordinances drafted to implement the two taxes, namely the 3% lodging tax and the 1/4% sales tax—with the idea that the ordinances would then receive “first reading” and “second reading” before the December 5th special election so that the tax ordinances could receive “final passage” in a single step before year-end and, therefore, collection on the taxes could commence promptly in 2024. The defeat of the measure effectively nullifies the two proposed implementing ordinances. Therefore, it is appropriate for the City Commission to formally receive and file the report of the Canvassing Board indicating that the proposed measure was defeated and to withdraw from final passage the two ordinances, as suggested in the following motion.

SUGGESTED MOTION: I move to receive and file the City Canvassing Board's results from the December 5, 2023, special election and to withdraw from final passage of (a) An Ordinance Enacting Article 3-24 of Chapter 3 of the Fargo Municipal Code Relating to a Lodging Tax for Fargodome Including Conference Center and (b) An Ordinance Enacting Article 3-25 of Chapter 3 of the Fargo Municipal Code Relating to a Sales Tax for Fargodome Including Conference Center.

Sincerely,

Erik R. Johnson

**CANVASSING BOARD
FOR THE CITY OF FARGO SPECIAL ELECTION DECEMBER 5, 2023
December 18, 2023 – 11:00AM
City of Fargo Commission Chambers**

1. CALL TO ORDER

The City of Fargo Canvassing Board was called to order by Steven Sprague, City Auditor, at 11:00 AM in the City of Fargo Commission Chambers.

2. CANVASSING BOARD MEMBERS PRESENT:

Tim Mahoney, City of Fargo Mayor
Denise Kolpack, City of Fargo Commissioner
John Strand, City of Fargo Commissioner
Nancy Morris, City of Fargo Attorney
Steven Sprague, City of Fargo Auditor
Michael Montplaiser, Canvassing Board Administrator

Also present were Susan Thompson, City of Fargo Finance Director, Brenda Derrig, Assistant City Administrator, Annette Sprague, Election Coordinator, Angie Bear and Michelle Vanyo, Auditors Office, Craig Steingaard & Maurice Dullea, Cass County Finance.

3. OATH OF OFFICE:

The Oath of Office was administered by Shiloh Hanson, Clerk of Municipal Court.

4. ELECTION VOTE CENTER/ABSENTEE BALLOT PRECINCT PROCESSES

Steve Sprague, City Auditor provided information regarding procedures followed by the various election boards, the absentee precinct, and on Election Day.

5. ABSENTEE AND SET ASIDE BALLOTS NOT COUNTED ON ELECTION DAY

Set-aside ballots from Election Day Vote Centers, absentee ballots that were rejected by the Absentee Board, as well as those received after Election Day were itemized by the Auditors Office in the agenda provided to the Canvassing Board. These ballots were examined by the Canvassing Board.

Item 5.A. The Canvassing Board considered 46 ballots received after Election Day but were clearly postmarked December 4, 2023 or earlier. Signatures were compared between the application and the ballot envelope, and the following motions were made:

MOTION, passed

Mayor Mahoney moved and Denise Kolpack seconded to accept 46 ballots received after Election Day but were clearly postmarked December 4th or earlier.

Motion carried unanimously.

Item 5.B. The Canvassing Board considered 55 ballots received after Election Day but had illegible or no postmark. Per USPS these ballots were received 12/5 – 12/8/23 and flagged as postage due. This USPS process takes two to three days so these would most likely have been mailed by 12/4/23. Other ballots received those days had been postmarked as 12/4/23. Signatures were compared between the application and the ballot envelope, and the following motions were made:

MOTION, passed

Mayor Mahoney moved and John Strand seconded to accept 55 ballots received after Election Day but not cancelled by USPS.

Motion carried unanimously.

Item 5.C. The Canvassing Board considered 5 ballots that were rejected by the **Absentee Board** as they did not feel the signature on the ballot matched the signature on the ballot envelope and the following motion was made:

MOTION, passed

Mayor Mahoney moved and Denise Kolpack seconded to accept 4 ballots and reject one ballot which the Absentee Board felt the signature on the absentee application did not match the signature on the absentee ballot envelope.

Motion carried unanimously.

Item 5.D. The Canvassing Board considered 1 ballot that was rejected by the **Absentee Board** or the **City Auditors Office** as they are missing a signature on the ballot application and the following motions were made:

MOTION, passed

Mayor Mahoney moved and Denise Kolpack seconded to reject 1 ballot which was missing a signature on the ballot application.

Motion carried unanimously.

Item 5.E. The Canvassing Board considered 6 ballots that were rejected by the **Absentee Board** and then supplemental information was received by the **City Auditors Office**. The following motions were made:

MOTION, passed

Denise Kolpack moved and John Strand seconded to accept 6 ballots which the Absentee Board referred and then supplemental information was received.

Motion carried unanimously.

Item 5 F. The Canvassing Board considered 9 ballots that were set-aside on Election Day and for which no supplemental information has been provided. The following motions were made:

MOTION, passed

Mayor Mahoney moved and Denise Kolpack seconded to reject 9 ballots Set-Aside on Election Day and for which supplemental documentation was received.

Motion carried unanimously.

6. TALLY BALLOTS

One hundred eleven ballots were hand counted with 52 additional “yes” votes and 59 additional “no” votes.

7. OTHER ITEMS

Nothing more to address.

8. REVIEW & SIGN ABSTRACT OF VOTES CAST

Totals were added to the Abstract of Votes Cast, and signed by Canvassing Board Members.

9. ADJOURNMENT

With no further business to discuss, the meeting was adjourned at 11:45 a.m.

Minutes prepared by Annette Sprague, Election Coordinator.

City of Fargo Special Election
 Abstract of Votes Cast
 Tuesday, December 5, 2023

	Absentee	Civic Center	Fargodome	Ramada	Total Before Canvassing	Canvassing	Total After Canvassing
Total # Voters	641	879	2330	4118	7968	111	8079


Final Vote Tally


Yes Votes	307	489	1262	2064	4122	52	4174
No Votes	334	390	1068	2054	3846	59	3905
Total Votes	641	879	2330	4118	7968	111	8079

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 Tim Mahoney, Mayor


 John Strand, City Commissioner


 Denise Kolpaek, City Commissioner


 Nancy Morris, City Attorney


 Steven Sprague, City Auditor


 Michael Montplaisir, Canvassing Board Administrator

**OFFICE OF THE
CITY ATTORNEY**

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY

Nancy J. Morris

ASSISTANT CITY ATTORNEYS

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

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December 21, 2023

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

RE: Repealing 10-0307 and 10-0311

Mayor and Commissioners,

Pursuant to your motion to direct the City Attorney to present an Ordinance repealing Fargo Municipal Code §§ 10-0307 and 10-0311, please find such ordinances.

Suggested Motion: I move to waive the receipt and filing of the enclosed ordinance one week prior to first reading and that this be the first reading, by title, of An Ordinance Repealing Section 10-0311 of Article 10-03 of Chapter 10 of the Fargo Municipal Code Relating to Panhandling and An Ordinance Repealing Section 10-0307 of Article 10-03 of Chapter 10 of the Fargo Municipal Code Relating to Persons Using Streets not to be Molested.

Regards,



Nancy J. Morris

NJM/lmw

Enclosures

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE REPEALING SECTION 10-0307 OF ARTICLE 10-
2 03 OF CHAPTER 10 OF THE FARGO MUNICIPAL CODE RELATING
3 TO PERSONS USING STREETS NOT TO BE MOLESTED

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

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

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

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

13 NOW, THEREFORE,

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

15 Section 1. Repeal.

16 Section 10-0307 of Article 10-03 of Chapter 10 of the Fargo Municipal Code is
17 hereby repealed in its entirety.
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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Effective Date.

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

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

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Reading:

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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE REPEALING SECTION 10-0311 OF ARTICLE 10-
2 03 OF CHAPTER 10 OF THE FARGO MUNICIPAL CODE RELATING
3 TO PANHANDLING

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

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

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

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

13 NOW, THEREFORE,

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

15 Section 1. Repeal.

16 Section 10-0311 of Article 10-03 of Chapter 10 of the Fargo Municipal Code is
17 hereby repealed in its entirety.
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Section 2. Effective DATE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

This ordinance shall be in full force and effect from and after its passage and approval.
ORDINANCE NO. _____

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

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Reading:

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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE ENACTING SECTION 8-0610 OF ARTICLE 8-06 OF
CHAPTER 8 OF THE FARGO MUNICIPAL CODE
RELATING TO ROTARY TRAFFIC ISLANDS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Enactment.

Section 8-0610 of Article 8-06 of Chapter 8 of the Fargo Municipal Code is hereby enacted as follows:

8-0610 – Rotary Traffic Islands

1. A vehicle passing around a rotary traffic island must be driven only to the right of such island.
2. After a vehicle enters a rotary traffic island, the vehicle may not exit from any position within the rotary traffic island without first giving a signal of intention to exit the rotary traffic island.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Penalty.

1 A person who violates Fargo Municipal Code section 8-0610 shall be deemed to have
2 committed a non-criminal offense and shall pay a fee of \$40 as provided in Section 1-0305
3 of the Fargo Municipal Code, as may be amended from time to time.

Section 3. Effective Date.

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

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

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11 Attest:

12 _____
13 Steven Sprague, City Auditor

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First Reading:
Second Reading and Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 25-1508 OF ARTICLE 25-15
OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE RELATING
TO ALCOHOLIC BEVERAGES

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 25-1508 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby amended to read as follows:

* * *

L. Self-Serve Dispenser Utilization (Beer and Wine only). An establishment holding an on-sale license that allows for the sale of beer and wine only may utilize a self-serve dispenser, provided all of the requirements for self-serve dispenser utilization are met:

1. Only draft beer and wine may be dispensed from the self-serve dispenser; no spirits or mixed drinks may be dispensed; and
2. All alcohol dispensed must be consumed on the licensed premises; and

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- 1 3. The self-serve dispenser shall require access controlled by the licensee as to the method
2 and amount of the alcohol accessible to the patron. Controlled access may be by any
3 technology or device so long as the liquor cannot be drawn or obtained by a patron
4 without being first approved for access to the dispenser by the licensee, and each
5 approved access restricts the amount of liquor that may be dispensed by the patron as
6 required under this section; and
- 7 4. Each access transaction provided by the licensee to the patron shall be deemed as and
8 constitutes a sale or the service of liquor to the patron as is otherwise regulated by Fargo
9 Municipal Code Chapter 25-15; and
- 10 5. Each access transaction for a patron to the self-serve liquor dispenser shall limit the
11 patron access to no more than 32 fluid ounces of beer and 10 liquid ounces of wine. No
12 patron shall have or be provided at any one time with access to more than the restricted
13 amount; and
- 14 6. Certified server trained employees shall be required for all self-serve liquor access
15 transactions; and
- 16 7. Subsequent access transactions shall be closely monitored, and access provided in lesser
17 amounts as appropriate; and
- 18 8. Prior to approving or reapproving any dispenser transaction, the patron's age shall be
19 verified to ensure the patron is age 21 or older; and
- 20 9. No persons under the age of 21 shall be permitted in the licensed premises; and
- 21 10. All access transaction authorizations shall terminate or be disabled prior to the patron
22 leaving the licensed premises; and
- 23 11. No patron shall transfer or share any access transaction device or passcode to another
person or remove the access device from the licensed premises; and
12. The licensed premises must be attended by the licensee at all times while the self-serve
dispensary is operational and patrons are present in the licensed premises.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Penalty.

1 A person who willfully violates this ordinance is guilty of an infraction. Every person,
2 firm or corporation violating an ordinance which is punishable as an infraction shall be punished
3 by a fine not to exceed \$1,500; the court to have power to suspend said sentence and to revoke
the suspension thereof.

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Section 3. Effective Date.

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

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

12 Attest:

14 _____
15 Steven Sprague, City Auditor

16 First Reading:
17 Second Reading:
18 Final Passage:
19 Publication:

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MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Designated Depositories

DATE: December 26, 2023

At this time I would like to designate all financial institutions and brokerage firms located in the City of Fargo as designated depositories of the City of Fargo in addition please designate PFM Financial Advisors Group as asset managers. Also, it is time to update the authorized signors of public funds.

Copies of the updated resolution will be forwarded to financial institutions located in the City.

If you have any questions, please call me at 241-1301

Recommended Motion:

Approve the Resolution Authorizing Officers to make Deposits and Withdrawals and approve the Designated Depositories.

CITY OF FARGO RESOLUTION AUTHORIZING OFFICERS TO MAKE DEPOSITS AND WITHDRAWALS

WHEREAS, The City of Fargo, a municipal corporation existing under the laws of the State of North Dakota, must designate depositories of the funds of the City of Fargo,

NOW THEREFORE BE IT RESOLVED, That the Board of City Commissioners of the City of Fargo, North Dakota hereby designates any City of Fargo Financial Institution or Brokerage Firm and PFM Financial Advisors to be a depository of the funds of the City of Fargo, and that the said funds be subject to withdrawal upon checks, notes, drafts, bills of exchange, acceptances, undertakings or other orders for the payment of money when signed by two signatures of the following: Timothy J. Mahoney, Mayor; Susan Thompson, Director of Finance, Angie Bear, Deputy City Auditor and Steven Sprague, City Auditor with one of the signatures being either Steven Sprague or Susan Thompson.

BE IT FURTHER RESOLVED, That the depository institution is authorized to pay any such checks, notes, drafts, bills of exchange, acceptances, undertakings or other orders and also to receive the same for the credit of or in payment from the payee or any other holder without inquiry as to the circumstance of issue or the disposition of the proceeds thereof, even if drawn to the individual order of any signing officer or payable to said firm or others for his account, or tendered in payment of his individual obligation.

BE IT FURTHER RESOLVED, That any and all endorsements for or on behalf of the City of Fargo upon checks, drafts, notes or instruments for deposit or collection made with the said Firm may be written or stamped endorsements of the City of Fargo without any designation of the person making such endorsements.

BE IT FURTHER RESOLVED, That said Firm be promptly notified in writing by the City Auditor or any other officer of the City of Fargo of any change in these resolutions and that until it has actually received such notice in writing said Firm is authorized to act in pursuance of these resolutions.

WE FUTHER CERTIFY, That these resolutions are within the power of the Board of City Commissioners to pass as provided in the Home Rule Charter to the City of Fargo.

Adopted at the meeting of the Board of City Commissioners this 26th day of December 2023.

SEAL

Timothy J. Mahoney, Mayor

IN WITNESS WHEREOF, I have hereunto set my hand as City Auditor of the City of Fargo and affixed the corporate seal this 26th day of December, 2023.

Steven Sprague, City Auditor

The following are the Signatures of the authorized officers of the City of Fargo to sign for the deposited funds as adopted on December 26, 2023.

Timothy J. Mahoney, Mayor

Susan Thompson, Director of Finance

Steven Sprague, City Auditor

Angie Bear, Deputy City Auditor

\$25.00 - City Hall 225 4th St N - call michelle if any? 701-241-1304



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (9-2023)

(Handwritten initials)

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

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

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

ORGANIZATION INFO

Name of Organization or Group Benefit of Isaac Open Heart Surgery		Dates of Activity (Does not include dates for the sales of tickets) 1-20-2024	
Organization or Group Contact Person Lisa McPhail	E-mail astleson28@gmail.com	Telephone Number 701-381-8401	
Business Address 1516 3rd ave S	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different) "	City "	State "	ZIP Code "

SITE INFO

Site Name El Zagal Shrine	County Cass
Site Physical Address 1429 3rd St North	City Fargo
State ND	ZIP Code 58102

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
50/50 - Raffle

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 tickets	1/2 of sale - from tickets sold	\$ 500.00
Total (limit \$40,000 per year)		\$ 500.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

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

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

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

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

Printed Name of Organization Group's Permit Organizer Lisa McPhail	Telephone Number 701-381-8401	E-mail Address astleson28@gmail.com
Signature of Organization Group's Permit Organizer <i>(Signature)</i>	Title Contact Person	Date 12-6-23

12/11/23



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (4-2023)

(16)

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

Raffle by a Political or Legislative District Party

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

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

ORGANIZATION INFO

Name of Organization or Group El Zagal (Temple)		Dates of Activity (Does not include dates for the sales of tickets) 12-27-23	
Organization or Group Contact Person Roger Ellsworth		E-mail rogerellsworth@gmail.com	Telephone Number 701 235 7521
Business Address 1429 3 ST N		City Fargo	State ND
Mailing Address (if different)		City	ZIP Code 58102

SITE INFO

Site Name El Zagal		County Cass	
Site Physical Address 1429 3 ST N		City Fargo	State ND
		ZIP Code 58102	

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

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

Game Type	Description of Prize	Exact Retail Value of Prize
Meat Raffle	9 packages of Steak/ Roast/ Chicken	\$ 450 ⁰⁰
Total (limit \$40,000 per year)		\$ 450 ⁰⁰

Intended Uses of Gaming Proceeds
Donated to local Sports team

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

Yes No

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

Yes No

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

No Yes - Total Retail Value: **16,250** (This amount is part of the total prize limit for \$40,000 per fiscal year)

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

Yes No

Name Roger Ellsworth	Title Potentate	Telephone Number 701-235-7521	E-mail Address rogerellsworth11@gmail.com
Signature of Organization or Group's Top Official <i>[Signature]</i>		Title Potentate (Chairman of the board)	Date 12-11-2023



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (9-2023)

(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*

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

ORGANIZATION INFO

Name of Organization or Group NDSU Saddle and Sirloin		Dates of Activity (Does not include dates for the sales of tickets) March 27, 2024	
Organization or Group Contact Person Linnea Axtman	E-mail linnea.axtman@ndsu.edu	Telephone Number 7012613740	
Business Address Hultz Hall 100, NDSU	City Fargo	State ND	ZIP Code 58108
Mailing Address (if different) NDSU Dept 7630, PO Box 6050	City Fargo	State ND	ZIP Code 58108

SITE INFO

Site Name Shepperd Arena	County Cass
Site Physical Address 1350 Albrecht Blvd	City Fargo
	State ND
	ZIP Code 58102

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
March 27, 2024

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Half of the money raised	-2000\$
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Donate half to the family we are raising money for and the winner gets the other half

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

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

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)
 No Yes - Total Retail Value: **1000-2000\$** (This amount is part of the total prize limit for \$40,000 per fiscal year)

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

Printed Name of Organization Group's Permit Organizer Linnea Axtman	Telephone Number 7012613740	E-mail Address linnea.axtman@ndsu.edu
Signature of Organization Group's Permit Organizer <i>Linnea Axtman</i>	Title Philanthropy Chair	Date 12/14/2023



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

Page 27 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (9-2023)

(Liz)

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

Raffle by a Political or Legislative District Party

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

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

ORGANIZATION INFO

Name of Organization or Group St. John Paul II Catholic Schools		Dates of Activity (Does not include dates for the sales of tickets) February 2, 2024	
Organization or Group Contact Person Liz Bassett	E-mail liz.bassett@jp2schools.org	Telephone Number 701-893-3242	
Business Address 5600 25th Street S	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Nativity Elementary School	County Cass		
Site Physical Address 1825 11th Street S	City Fargo	State ND	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 1 day event, February 2, 2024			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle #1	Cash	\$500
Raffle #2	Cash	\$500
Raffle Board	Blackstone Griddle	\$450
Total (limit \$40,000 per year)		\$ 450

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
field trips, supplies, etc.

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

Yes No

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

Yes No

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

No Yes - Total Retail Value: **11,500** (This amount is part of the total prize limit for \$40,000 per fiscal year)

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

Yes No

Printed Name of Organization Group's Permit Organizer Liz Bassett	Telephone Number 701-893-3242	E-mail Address liz.bassett@jp2schools.org
Signature of Organization Group's Permit Organizer 	Title Special Events Coordinator	Date 12/019/2023

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (4-2023)

(We)

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

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

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

ORGANIZATION INFO

Name of Organization or Group <i>El Zagal Shrine Arab Petrol</i>		Dates of Activity (Does not include dates for the sales of tickets) <i>March 15, 2024</i>	
Organization or Group Contact Person <i>Ray Johnson</i>	E-mail <i>rbj4218@gmail.com</i>	Telephone Number <i>701-238-4218</i>	
Business Address <i>1429 3rd St N</i>	City <i>Fargo</i>	State <i>ND</i>	ZIP Code <i>58102</i>
Mailing Address (if different) <i>7333 70th St N</i>	City <i>Glyndon</i>	State <i>MN</i>	ZIP Code <i>56547</i>

SITE INFO

Site Name <i>El Zagal Shrine</i>	County <i>Cass</i>
Site Physical Address <i>1429 3rd St N</i>	City <i>Fargo</i>
State <i>ND</i>	ZIP Code <i>58102</i>

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

March 15, 2024 - raffle - one night

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	gift card	\$500 ⁰⁰
Raffle	gift card	\$250 ⁰⁰
Raffle	gift card	\$100 ⁰⁰
Total (limit \$40,000 per year)		\$ 850 ⁰⁰

Intended Uses of Gaming Proceeds

Shriners Children Hospital

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

Yes No

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

Yes No

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

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

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

Yes No

Name <i>Ray Johnson</i>	Title <i>Committee Member</i>	Telephone Number <i>701 238 4218</i>	E-mail Address <i>rbj4218@gmail.com</i>
Signature of Organization or Group's Top Official <i>Ray Johnson</i>		Title <i>Committee Chair</i>	Date <i>12/20/2023</i>

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

7

Project No. Type: Maintenance Certification for Urban Federal Aid Projects for NDDOT

Location: City Wide Hearing: 12/18/2023

Routing	Date
City Commission	12/26/2023
PWPEC File	X
Project File	Jeremy Gorden

The Committee reviewed the Maintenance Certification for Urban Federal Aid Projects submitted by Division Engineer, Jeremy Gorden. NDDOT requires that Cities maintain, in appropriate condition, any street project funded in total or in part by FHWA funds. The DOT sends this certificate out annually for local governments to approve.

Staff recommends approval of the Maintenance Certification.

On a motion by Ben Dow, seconded by Steve Dirksen, the Committee voted to recommend approval of the Maintenance Certification for Urban Federal Aid Projects for NDDOT and return it signed to them by December 31, 2023.

RECOMMENDED MOTION

Concur with PWPEC recommendation and approve the Maintenance Certification for Urban Federal Aid Projects for NDDOT.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE

	Present	Yes	No	Unanimous
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, Assistant 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"/>	
Tom Knakmuhs, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Susan Thompson, Finance Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

Tom Knakmuhs, P.E. City Engineer

Memorandum

To: Members of PWPEC

From: Jeremy Gorden, PE, PTOE
Division Engineer - Transportation

Date: December 12, 2023

Re: Maintenance Certification for Urban Federal Aid Projects for NDDOT

Background:

I have attached a **Maintenance Certification** for all of our completed Urban Federal Aid Projects that we received recently from the Local Government Division of the NDDOT. The NDDOT requires that City's maintain, in appropriate condition, any street project funded in total or in part by FHWA funds. Maintenance requirements are spelled out in the project specific Cost Participation and Maintenance Agreement. The NDDOT sends this certificate out annually for local governments to approve.

Recommended Motion:

Approve this Maintenance Certification for the NDDOT and return it signed to them by December 31, 2023

JMG/klb
Attachment

MAINTENANCE CERTIFICATION
URBAN FEDERAL AID PROJECT

North Dakota Department of Transportation, Local Government
SFN 51027 (8-2017)

All federal aid street projects have been inspected and are being maintained in a good and safe condition for general public use. Maintenance is in accordance with the North Dakota Department of Transportation "Cost Participation and Maintenance Agreements".

Approved as to form:


City Attorney (Type or print) Nancy Morris
Signature

City of Fargo
Date 12/27/2023

City Auditor (Type or print) Steve Sprague
Signature

Mayor or President City Commission (Type or print) Dr. Timothy J. Mahoney
Signature

Recommended for approval

City Engineer (Type or print) Tom Knakmuhs
Signature 

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

8

Type: Xcel Energy Bill of Sale

Location: Roberts Alley

Date of Hearing: 10/23/2023

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/26/2023</u>
PWPEC File	<u>X</u>
Project File	<u>Kevin Gorder</u>

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding a bill of sale to transfer ownership of a street light pole from Xcel Energy to the City of Fargo.

The street lights along 1st Avenue North near Roberts Alley are powered from a pole mounted feed point in the alley just north of 1st Avenue North. Overhead power and utilities were buried as part of a pilot project that is basically completed. Relocating this feed point at this time would be very costly. Engineering is looking into options to possibly reconstruct 1st Avenue North in the next 10-15 years and the relocation of the feed point would be added at that time.

On a motion by Steve Sprague, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Bill of Sale with Xcel Energy and accept ownership of the pole.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Bill of Sale with Xcel Energy and accept ownership of the pole.

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

- Tim Mahoney, Mayor
- Nicole Crutchfield, Director of Planning
- Steve Dirksen, Fire Chief
- Brenda Derrig, Assistant City Administrator
- Ben Dow, Director of Operations
- Steve Sprague, City Auditor
- Tom Knakmuhs, City Engineer
- Susan Thompson, Finance Director

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

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Kevin Gorder, Division Engineer
Date: October 19, 2023
Re: Bill of Sale from Xcel to City of Fargo
Roberts Street Alley Street Light Feed Point

Background:

The street lights along 1st Avenue North near Roberts Alley are powered from a pole mounted feed point in the alley just north of 1st Avenue North. Overhead power and utilities were buried as part of a pilot project that is basically completed. Relocating this feed point at this time would be very costly given the amount of concrete that would need to be removed and replaced along with the cost to supply power to a new feed point. Engineering is looking at options to possibly reconstruct 1st Avenue North in this area in the next 10-15 years and the relocation of the feed point would be added to this project.

A bill of sale that would transfer ownership of the pole from Xcel Energy to the City of Fargo is attached.

Recommended Motion:

Approve the Bill of Sale and accept ownership of this pole.

KOG/klb
Attachment



BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

As of October 11, 2023 Northern States Power Company d/b/a Xcel Energy, a Minnesota corporation, ("Seller") agrees to sell and City of Fargo, a North Dakota municipal corporation("Buyer") agrees to purchase, in consideration of the sum of \$1, the receipt whereof is hereby acknowledged, in hand paid by Buyer, the following described Material in accordance with the terms and conditions herein.

DESCRIPTION OF MATERIAL(S) AND DISCLOSURES

See Attachment A

The Material purchased hereunder has been treated with pesticides containing either pentachlorophenol, creosote or copper-arsenate to protect it from insect attack or decay. These wood-preserving chemicals may be toxic to humans or animals under certain conditions of exposure. Buyer shall issue appropriate warnings to inform and educate its representatives who handle the Materials of the above information in accordance with applicable laws and regulations.

ASSIGNMENT AND OBLIGATION: Seller does hereby sell, assign, transfer, and convey unto said Buyer, its executors, administrators, heirs, successors, and assigns, all its right, title, interest in the Material, and all other incidents of ownership, including but not limited to, responsibility for necessary security, safety measures and environmental compliance. Within ninety (90) days of the Effective Date, Buyer will remove any of Seller's ownership tags identifying the Poles as being owned by the Seller, and replace them with Buyer's ownership tags and other items that clearly and conspicuously identify the Poles as being owned by the Buyer.

SELLER'S DISCLAIMER OF WARRANTIES: The Material sold hereunder is sold as used or surplus material and as such are deemed by Seller not to be necessary or useful in the performance of Seller's duties to the public or suitable for reuse in providing telecommunication services. The Material is sold "AS-IS-WHERE-IS" with all faults latent and patent. SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT OR TORT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE STATED HEREIN.

TITLE: Title to all Materials purchased by Buyer hereunder vests in Buyer when each item of Material is loaded onto Buyer's carrier, or, if sold in place, on the date this Bill of Sale is executed by the parties.

INDEMNIFICATION: Buyer agrees to indemnify, defend and save Seller harmless (including its officers, directors, agents and employees) from and against any and all liability, loss, damage or expense (including attorneys' fees and court costs), incurred by Seller in connection with any claim, demand or suit for damages, injunction or other relief which is in any way based upon, arises out of or is related to the use or misuse of the Material sold hereunder after the execution of this Agreement, including but not limited to the resale, transportation, processing, recycling and/or disposal of the Material and any environmental remedial actions associated therewith.

EXCEPT FOR CLAIMS ARISING FROM SELLER'S SOLE OR GROSS NEGLIGENCE, ACTS OF INTENTIONAL MISCONDUCT, OR CONDUCT SUBJECT TO STRICT LIABILITY, BUYER AGREES THAT IT WILL RELEASE, WAIVE AND DISCHARGE SELLER FROM ANY AND ALL CLAIMS, DAMAGES, COSTS, EXPENSES OR LOSSES IN CONNECTION WITH OR RESULTING FROM THE MATERIAL PURCHASED HEREUNDER. THIS RELEASE, WAIVER, DISCHARGE, AND FORBEARANCE EXTENDS TO CLAIMS OF EVERY NATURE AND KIND, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, DISCOVERED AND UNDISCOVERED, ASSOCIATED WITH OR ARISING OUT OF THIS AGREEMENT.

ENTIRE AGREEMENT: This agreement constitutes the entire understanding between Buyer and Seller and may not be modified except by a written instrument signed by both parties. The provisions of this Agreement supercede all prior oral and written communications, quotations, agreements, and understandings of the parties with respect to the subject matter hereof.

CITY OF FARGO, A NORTH DAKOTA MUNICIPAL CORPORATION

By _____

Name: _____

Title: _____

Date: _____

NORTHERN STATE POWER COMPANY, A MINNESOTA CORPORATION

By Melissa Hardman

Name: Melissa Hardman

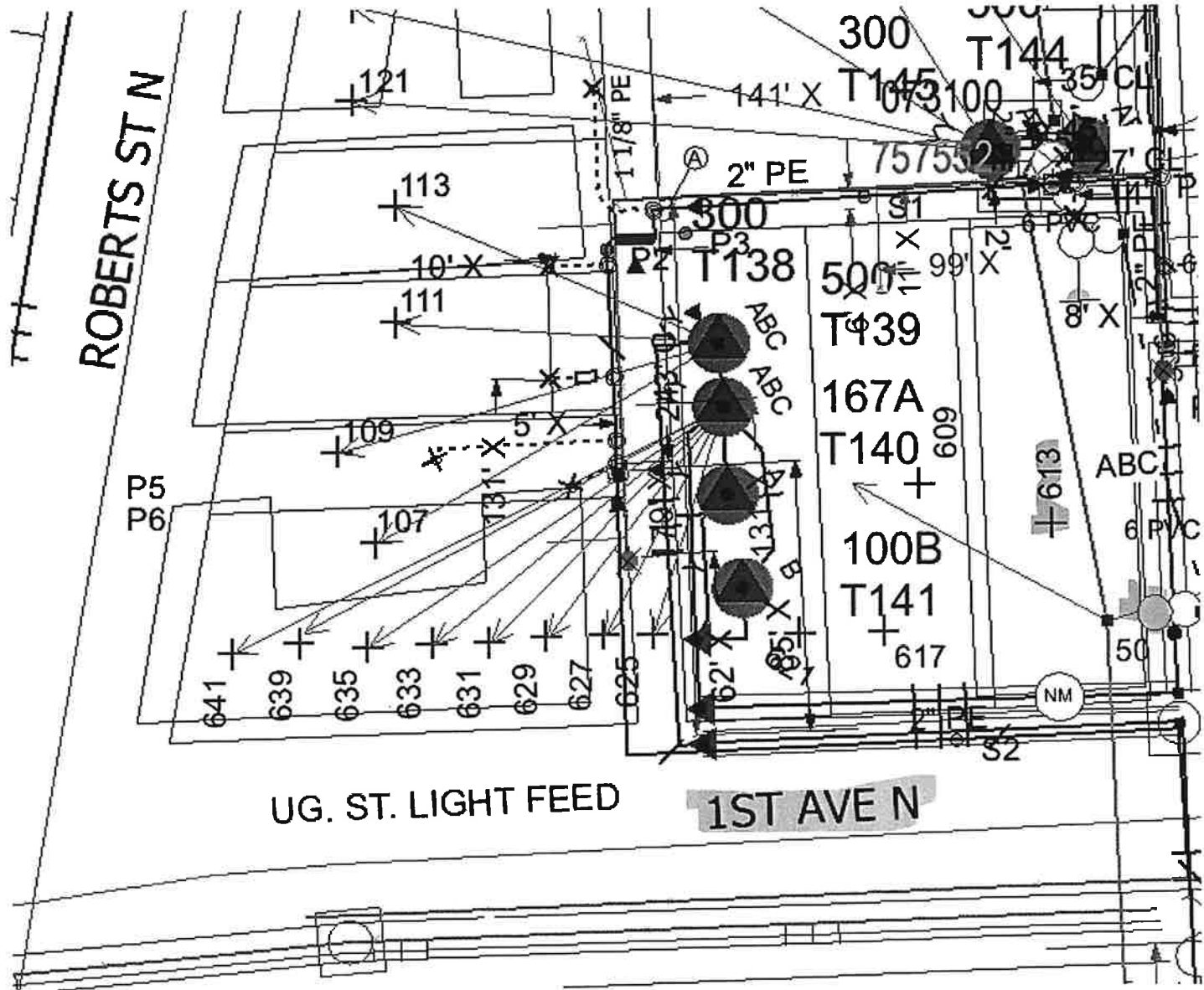
Title: Consultant Facility Attachments

Date: 12/15/2023

Attachment A
Page 1 of 2
Bill of Materials

Address and Coordinates	Pole Information (Ht/Cls)
Address, city, state Lat. Long.	Ht Class
613 1 st Ave N, Fargo, ND	50 ft cl 2
46.877130 -96.788458	

Attachment A
Page 2 of 2
Map of Pole Location(s)



9

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-24-A0 Type: Amendment #1
Location: University Drive Floodwall Date of Hearing: 12/18/2023

Routing Date
City Commission 12/26/2023
PWPEC File X
Project File Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, related to Amendment #1 in the amount of \$28,857.10 for additional work.

Staff is recommending approval of Amendment #1 in the amount of \$28,857.10, bringing the total contract amount to \$430,039.70.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Amendment #1 to KLJ.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Amendment #1 in the amount of \$28,857.10, bringing the total contract amount to \$430,039.70 to KLJ.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

Table with 2 columns: Yes, No. Rows include Developer meets City policy for payment of delinquent specials, Agreement for payment of specials required of developer, Letter of Credit required (per policy approved 5-28-13).

COMMITTEE

Table with 4 columns: Present, Yes, No, Unanimous. Lists committee members: Tim Mahoney, Mayor; Nicole Crutchfield, Director of Planning; Steve Dirksen, Fire Chief; Brenda Derrig, Assistant City Administrator; Ben Dow, Director of Operations; Steve Sprague, City Auditor; Tom Knakmuhs, City Engineer; Susan Thompson, Finance Director.

ATTEST:

C: Kristi Olson

Signature of Tom Knakmuhs, P.E., City Engineer

Memorandum

To: PWPEC

From: Roger E. Kluck, PE, CFM Engineer II
Stormsewer and Floodplain

Date: December 14, 2023

Re: University Drive South Floodwall Repairs
Project #FM-24-A0 Task Order Amendment #1

KLJ in partnership with Braun Intertec have been working through the design of permanent stabilization alternatives for the University Drive floodwall. Piling will be part of the solution and would be driven to a depth of approximately 75 feet. The design team met with Ames Construction to do a constructability analysis of the proposed project. Ames recommended driving the wall repair piling from University Drive to minimize further effects from construction on the river slope. Fargo had KLJ review this option of sheetpiling and H piling recommended by Ames and it resulted in substantial savings in the construction cost. During design we also found that a stretch of sanitary sewer had to be replaced due to movement from the slope failure and the state required added permits to proceed with the project. The added work details are attached from KLJ.

The added engineering work is reasonable and Engineering recommends approval.

This project has been coordinated with the Diversion Authority staff and the project costs will be reimbursed by the Diversion Authority.

Recommendation Motion:

Approve Amendment #1 in the amount of \$28,857.10 to KLJ.



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

December 12, 2023

Roger Kluck, PE

City of Fargo

225 N 4th St

Fargo, ND 58102

Re: FM-24-A1 – Contract Amendment Request

Dear Roger:

KLJ would like to request a contract amendment for the referenced project. Through the design of the project, some items have taken additional efforts than originally anticipated and some work items have been added. These items are broken out in further detail below:

Floodwall Stability Analysis – \$16,462.80

KLJ originally scoped to design the floodwall stabilization method that was recommended in the 2020 geotechnical report. Upon meeting with Ames Construction, another option to stabilize the wall was discussed. To determine what alternative was feasible and most cost effective, KLJ completed the structural analysis and preliminary design for both alternatives along with cost estimates to allow the City to make an informed decision.

Sanitary Sewer Replacement – \$3,830.40

The original scope was to line the existing sanitary sewer. After reviewing the sewer televising completed by the City, it was determined that that a portion of the sewer be replaced due to large sags on the line. KLJ developed different options for replacement and prepared plans for the preferred alternative.

Cemetery Storm Sewer – 4,073.50

Sunset Memorial Gardens requested that some drainage issues be reviewed. City of Fargo requested KLJ develop a plan to increase the drainage. KLJ completed the design of the drainage area and included the proposed storm sewer in the 90% plans. The Fargo has now requested that the drainage improvements be removed from the plan set.

Department of Water Resources Permit Requests – 3,280.80

KLJ scoped to coordinate with the NDDWR to explain the scope of the project. It was assumed that permitting for the work would not be required. After coordination with the NDDWR, it was requested that a construction permit for the stabilization piling be submitted as well as a Floodway Review Application. No hydraulic modeling has been requested from the NDDWR at this time.



Park District Irrigation Line Coordination – \$1,209.60

The project will require the abandonment of the existing 10" irrigation line for the Fargo Park District. KLJ completed a design to relocate the irrigation line over the existing levee north of the floodwall. Based on feedback from the Park District and conversations with the City of Fargo, it was decided to install the waterline through the levee to minimize fittings and bends. KLJ did not originally anticipate the effort required for this work item.

In total, we KLJ is requesting an additional \$28,857.10 for the tasks outlined above. We appreciate your consideration of this amendment request. Should you have any questions, please feel free to contact me at 701.7271.4871 or scott.middaugh@kljeng.com

Sincerely,
KLJ

A handwritten signature in black ink, appearing to read 'Scott Middaugh'.

Scott Middaugh
Project Manager
Enclosure(s): Hour Summary
Project #: 2304-00937
cc:

In accordance with paragraph 1.1 of the Task Order Agreement between Owner and Engineer for Master Professional Services, dated January 11, 2023 (“Agreement”), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Project Title: Project FM-24-A0 – University Drive South Floodwall Repair
- B. Description: This Task Order is only for the design, construction administration, inspection and survey services for BN-24-A which will include repairs to the floodwall located adjacent to University Drive South, north of 52nd Avenue South.
- C. This will cover changes in scope as described in the attachment covering permitting and design of cost saving options

2. Services of Engineer

Services to be completed by the Engineer are as specified in the proposal submitted by KLJ dated July 11, 2023. Proposal for CO 1 is attachment A of this Task Order.

3. Owner’s Responsibilities

Owner shall have those responsibilities set forth in Master Services Agreement dated January 11, 2023.

4. Times for Rendering Services

Phase	Completion Date
Phase 1: Project Management	TBD
Phase 2: Design Preparation	February 19, 2024
Phase 3: Utility Coordination	February 19, 2024
Phase 4: Geotechnical Analysis	February 19, 2024
Phase 5: Construction Engineering	TBD
CO 1 Design Engineering	March 1, 2024

5. Payments to Engineer

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

Phase	Compensation Method	Lump Sum, or Estimate of Compensation for Services
Phase 1:	Hourly Not to Exceed	\$23,524.40
Phase 2:	Hourly Not to Exceed	\$72,790.00
Phase 3:	Hourly Not to Exceed	\$7,385.60
Phase 4:	Hourly Not to Exceed	\$26,074.40
Phase 5:	Hourly Not to Exceed	\$271,408.20
CO 1	Hourly Not to Exceed	\$28,857.10
		Total Services = \$ 430,039.70

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

6. Attachments

Attachment A – CO 1 Proposal submitted by KLJ dated December 12, 2023.

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

The Effective Date of this Task Order is December 18, 2023.

Owner:

Engineer:

By: _____

By: Mark Anderson

Name: Dr. Tim Mahoney

Name: Mark Anderson

Title: Mayor

Title: Senior Vice President, PWT

Designated Representative for Task Order:

Designated Representative for Task Order:

Name: Roger E. Kluck, PE, CFM

Name: Scott Middaugh

Title: Engineer II

Title: Project Manager

Approval Requirements

\$15,000 or less – City Engineer

\$15,001 - \$150,000 – PWPEC

Over \$150,000 – PWPEC & Commission

REPORT OF ACTION

10

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. NR-24-A0 Type: Amendment #1
 Location: Storm Sewer Lift Station #27 Date of Hearing: 12/18/2023

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/26/2023</u>
PWPEC File	<u>X</u>
Project File	<u>Nathan Boerboom</u>

The Committee reviewed the accompanying correspondence from Assistant City Engineer, Nathan Boerboom, related to Amendment #1 in the amount of \$140,071.00 for additional work.

Staff is recommending approval of Amendment #1 in the amount of \$140,071.00, bringing the total contract amount to \$596,361.00.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Amendment #1 to Apex Engineering.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Amendment #1 in the amount of \$140,071.00, bringing the total contract amount to \$596,361.00 to Apex Engineering.

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>
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"/>	Mark Williams
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, Assistant 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"/>	
Tom Knakmuhs, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Susan Thompson, Finance Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

From: Nathan Boerboom
Assistant City Engineer

Date: December 12, 2023

Subject: Contract Amendment #1
Storm Sewer Lift Station #27 Reconstruction – Project #NR-24-A0

Design of the above mentioned project has been completed and the project will soon start the bidding process to allow construction this upcoming summer. During the design of the project, Apex Engineering was required to spend additional time on various components of the design that were not part of their original scope of work. These additional items were requested by City staff and were not anticipated as being required during the original development of the scope of work for this project. A full description of these additional items can be seen within the attached amendment submitted by Apex Engineering.

In addition to the extra time spent on the design of the project, it is also necessary to increase Apex Engineering's budget for construction administration, observation, surveying and construction materials testing. This is necessary since the scope of work that was included within the original RFP specified that the construction duration for this project to be 36 weeks. However, upon review of the complexity of the project, it was determined that the construction of this project will likely be eight weeks longer than originally anticipated. Due to this change, we are proposing to amend Apex Engineering's contract to an assumed construction duration of 44 weeks, instead of the previously planned 36 weeks. A full breakdown of the anticipated hours is provided by Apex Engineering within the attached amendment.

The following are the tasks where budget amendments are being requested:

- Task 1 (Project Administration) – Increase of \$2,376
- Task 2 (Preliminary Engineering) – Increase of \$11,504
- Task 3 (Preliminary Survey) – Increase of \$5,846
- Task 4 (Geotechnical Investigation) – Increase of \$4,817
- Task 5 (Public & Property Owner Meetings) – Increase of \$15,710
- Task 6 (Design & Plan Preparation) – Increase of \$54,094
- Task 7 (Construction Administration, Observation and Survey) – Increase of \$45,724

If approved, the following will be the revised contract amounts for those tasks:

- Task 1 (Project Administration) – \$23,476
- Task 2 (Preliminary Engineering) – \$61,546
- Task 3 (Preliminary Survey) – \$15,494
- Task 4 (Geotechnical Investigation) – \$11,417
- Task 5 (Public & Property Owner Meetings) – \$18,010
- Task 6 (Design & Plan Preparation) – \$217,694
- Task 7 (Construction Administration, Observation and Survey) – \$244,724

Recommended Motion:

Approval of Contract Amendment #1 for #NR-24-A0, the Storm Sewer Lift Station #27 Reconstruction project, in the amount of \$140,071.00 to Apex Engineering.

Attachment #1

Amendment Request - #1 Scope of Services and Summary of Hours / Fee Additional Work in Phase I: Design Services For Storm Sewer Lift Station #27 Reconstruction City of Fargo Project No. NR-24-A1

Apex Engineering Group, Inc.
Client: City of Fargo

This scope of services pertains to the supplemental request for additional work on Storm Sewer Lift Station #27 Reconstruction. The additional service within this request includes the time necessary to coordinate with the project team, analysis of multiple lift station options, analysis of the current and proposed drainage, additional property owner coordination, preparation of plans & specifications, and construction administration for a levee extension located east of the YWCA north of 32nd Ave South.

PHASE III: PRELIMINARY ENGINEERING / ENVIRONMENTAL CLEARANCE

TASK 1: ADDITIONAL – PROJECT ADMINISTRATION

1.06 Levee Coordination with City of Fargo:

- Apex's Project Manager will coordinate with the City of Fargo to discuss project issues as related to the levee extension. This task also includes preparing email correspondence with the City of Fargo to resolve questions regarding the levee.
 - Senior Engineer: 12 Hrs x \$198 = \$2,376
 - **Subtotal = \$2,376**

SUBTOTAL – TASK 1 ADDITIONAL SERVICES PROJECT ADMINISTRATION = \$2,376

TASK 2: ADDITIONAL – PRELIMINARY ENGINEERING

2.09 Preliminary Lift Station Sizing / Layout: Apex's original scope included revising the preferred layout two (2) times based on comments or input from the City. This task increases the number of revisions / updates to the size and layout of the lift station to six (6), allowing the design team to optimize the location and footprint of the station.

- Senior Engineer: 4 Hrs x \$198 = \$792
- Lead Engineer: 40 Hrs x \$185 = \$7,400
- Design Engineer: 8 Hrs x \$160 = \$1,280
- Lead Engineer Tech: 16 Hrs x \$127 = \$2,032
- **Subtotal = \$11,504**

SUBTOTAL – TASK 2 ADDITIONAL SERVICES PRELIMINARY ENGINEERING = \$11,504

TASK 3: ADDITIONAL – PRELIMINARY SURVEY**3.03 Field Topographic Survey Data Collection (Proposed Levee):**

- Apex will complete additional field topographic survey of the above-ground and below-ground facilities within the areas of the levee extension. The additional information will be surveyed using City of Fargo coordinates and elevations referenced to the NAVD 1988 (Geoid 12A). This task includes one (1) extra trip by the survey crew to pick up additional information requested by the City of Fargo or required to finalize the design of the project.
 - Survey Crew Chief: 16 Hrs x \$154 = \$2,464
 - Surveyor II: 16 Hrs x \$132 = \$2,112
 - **Subtotal = \$4,576**

3.04 CAD Drafting of Levee Topographic Survey:

- Apex will complete CAD drafting (AutoCAD/Civil 3D) of the topographic survey per the City of Fargo requirements. Copies of the field book will be submitted to the City of Fargo if desired for their records.
 - Lead Engineer Tech: 10 Hrs x \$127 = \$1,270
 - **Subtotal = \$1,270**

SUBTOTAL – TASK 3 ADDITIONAL SERVICES PRELIMINARY SURVEY = \$5,846

TASK 4: ADDITIONAL – GEOTECHNICAL

- 4.02 Geotechnical Investigation:** Apex will sub out the complete analysis and summary report with recommendations for the levee to a qualified geotechnical engineering firm (Braun).
- **Subtotal = \$4,817**

SUBTOTAL – TASK 4 ADDITIONAL SERVICES GEOTECHNICAL = \$4,817

TASK 5: ADDITIONAL – PUBLIC AND PROPERTY OWNER MEETINGS**5.02 Coordination with Property Owners:**

- Apex's Project Manager and Assistant Project Manager will coordinate with the adjacent property owners impacted by the levee and the lift station (YWCA & Ingstad Properties). Apex will prepare for and meet with City representatives and the property owners on site or at City Hall to provide current layout data and answer potential questions. Up to six (6) additional meetings are included in this task. This task also includes preparing four (4) exhibit options for the levee and lift station locations to distribute at the meetings. It also includes updating the project exhibits twice (2) based on information provided to the design team from the property owners and follow up after the meeting.
 - Senior Engineer: 24 Hrs x \$198 = \$4,752
 - Lead Engineer: 24 Hrs x \$185 = \$4,440
 - Senior Engineer Tech: 30 Hrs x \$141 = \$4,230
 - **Subtotal = \$13,422**

5.03 Topographic Survey – Staking Location of Lift Station / Levee:

- A survey crew will stake the location of the levee, the outfall pipe, and the lift station prior to property owner meetings for visual conformation of each option. This task includes two (2) separate trips and staking of the lift station and / or levee two (2) different times.
 - Survey Crew Chief: 8 Hrs x \$154 = \$1,232
 - Surveyor II: 8 Hrs x \$132 = \$1,056
 - **Subtotal = \$2,288**

SUBTOTAL – TASK 5 ADDITIONAL SERVICES PUBIC AND PROPERTY OWNER MEETINGS = \$15,710

TASK 6: DESIGN / PLAN PREPARATION**6.20 Internal Team & Levee Development Meetings:**

- Internal Team meeting and coordination with the rest of the design team (including Braun Intertec) during the development of levee extension plans and specifications:
 - Senior Engineer: 10 Hrs x \$198 = \$1,980
 - Lead Engineer: 10 Hrs x \$185 = \$1,850
 - Graduate Engineer: 10 Hrs x \$130 = \$1,300
 - Lead Engineer Tech: 10 Hrs x \$127 = \$1,270
 - **Subtotal = \$6,400**

6.21 Hydraulic Analysis and Modeling (Levee):

- Apex will create the storm sewer model to include the area adjacent to the levee. Apex will use the existing LiDAR and supplemental survey data to delineate the direct contributing drainage area. It is assumed that a HydroCAD model will be used for the analysis. This task includes the modeling of up to 6 inlets and the trunk line / manholes to tie into the existing mainline storm sewer along 32nd Avenue South.
 - Senior Engineer: 4 Hrs x \$198 = \$792
 - Lead Engineer: 12 Hrs x \$185 = \$2,220
 - Graduate Engineer: 36 Hrs x \$130 = \$4,680
 - **Subtotal = \$7,692**

6.22 Levee Storm Sewer Pipe and Structure Schedules:

- Apex will prepare storm sewer pipe and structure schedules for all drainage from the dry side of the levee extension. This task includes the design of up to 6 inlets and the trunk line / manholes to tie into the existing mainline storm sewer along 32nd Avenue South.
 - Lead Engineer: 8 Hrs x \$185 = \$1,480
 - Graduate Engineer: 24 Hrs x \$130 = \$3,120
 - Lead Engineer Tech: 24 Hrs x \$127 = \$3,048
 - **Subtotal = \$7,648**

6.23 Storm Sewer Plan and Profiles (Levee):

- Apex will prepare plan and profile sheets showing the storm sewer pipe and structures and include the additional storm sewer in the final plan set.
 - Lead Engineer: 4 Hrs x \$185 = \$740

- Graduate Engineer: 10 Hrs x \$130 = \$1,300
- Lead Engineer Tech: 16 Hrs x \$127 = \$2,032
- **Subtotal = \$4,072**

6.24 ADA Sidewalk Design / Plan Prep (Levee):

- Apex will prepare plan sheets showing the modifications required to the YWCA’s sidewalk system as a result of adding the levee to the east side of their building.
 - Senior Engineer: 2 Hrs x \$198 = \$396
 - Design Engineer: 28 Hrs x \$160 = \$4,480
 - Lead Engineer Tech: 26 Hrs x \$127 = \$3,302
 - **Subtotal = \$8,178**

6.25 Earthwork Modeling (Levee):

- Apex will model the levee and corresponding earthwork based on survey and Civil 3D TIN file. Cross sections will be generated every 25 feet and will be used to determine limits of construction for the levee and to develop earthwork quantities. It is assumed that the cross section will not be included in the contract plan documents.
 - Lead Engineer: 6 Hrs x \$185 = \$1,110
 - Design Engineer: 30 Hrs x \$160 = \$4,800
 - **Subtotal = \$5,910**

6.26 Erosion and Sediment Control (Levee):

- Apex will develop erosion and sediment control layouts for the levee extension and surrounding area.
 - Graduate Engineer: 8 Hrs x \$130 = \$1,040
 - **Subtotal = \$1,040**

6.27 Plan Revisions for Levee (After 95% Submittal Meeting):

- Apex will modify the levee plans after the 95% review meeting based on comments provided by the City of Fargo. Apex will compile, summarize, and distribute the levee comments and responses from the meeting, and incorporate the levee comments into the plans as appropriate.
 - Senior Engineer: 2 Hrs x \$198 = \$396
 - Design Engineer: 8 Hrs x \$160 = \$1,280
 - Graduate Engineer: 12 Hrs x \$130 = \$1,560
 - **Subtotal = \$3,236**

6.28 Easement / ROW Exhibit:

- Apex will prepare legal descriptions and exhibits for easements required for the levee, including both temporary and permanent easements. It is assumed that for any easements required, the legal descriptions can be written as “strip” descriptions and therefore will not need property corner data to be surveyed. The City of Fargo will use the provided exhibits to appraise, negotiate, and acquire the easement. This task includes up to three (3) additional exhibits, either permanent or temporary easements. This task also includes two (2) sets of modifications provided after the easements have been reviewed by the City of Fargo.
 - Senior Engineer: 6 Hrs x \$198 = \$1,188
 - Lead Engineer Tech: 30 Hrs x \$127 = \$3,810

- Senior Survey Crew Chief: 30 Hrs x \$164 = \$4,920
- **Subtotal = \$9,918**

SUBTOTAL – TASK 6 ADDITIONAL SERVICES DESIGN / PLAN PREPARATION = \$54,094

PHASE IV: LIFT #27 CONSTRUCTION AND CLOSEOUT SERVICES

TASK 7: CONSTRUCTION ADMINISTRATION

7.01 Construction Administration:

- The original project scope based on 36 weeks at 40 hrs. / week. Construction estimated at 44 weeks based on the final design of lift station and levee extension.
 - Senior Engineer: 8 Hrs x \$198 = \$1,584
 - Graduate Engineer: 320 Hrs x \$130 = \$41,600
 - Lead Engineer Tech: 20 Hrs x \$127 = \$2,540
 - **Subtotal = \$45,724**

SUBTOTAL – TASK 7 CONSTRUCTION ADMINISTRATION = \$45,724

TOTAL FOR AMENDMENT #1 = \$140,071



Water | Transportation | Municipal | Facilities

701.373.7980
4733 Amber Valley Parkway
Fargo, ND 58104

Engineering Services Agreement
Amendment #1 – Project No. NR-24-A1

Project: Amendment #1 for Phase I – Design Services
Storm Sewer Lift Station #27 Reconstruction
City of Fargo Project No. NR-24-A1
Apex Project No. 22.103.0151

Client: City of Fargo (Engineering Department)
Attn: Nathan Boerboom, PE – Engineering Department

Background / Description of Work:

This amendment includes additional time required by Apex Engineering Group and Braun Intertec to provide analysis for multiple lift station options, analyze the current and proposed drainage north of 32nd Ave South within the YWCA property, provide additional property owner coordination, provide design services, and provide construction administration services for a levee extension from 32nd Avenue South north between the YWCA and the Red River.

The additional time to provide the above referenced tasks is represented in the following:

- 1. Attachment #1 – Scope of Services and Summary of Hours / Fee = \$140,071

Fee Amendment Request:

Amendment #1: Phase III and Phase IV = **\$140,071**

Contract Terms & Conditions:

Apex Engineering Group, Inc. ("Consultant") hereby proposes, and the City of Fargo ("City") hereby authorizes, the above-described Amendment #1 and additional services described here in, including attachments, to be completed under the same Terms & Conditions of the original agreement signed by both parties and approved by the City of Fargo on September 23rd, 2022.

City of Fargo Authorization:

Signature: _____
Dr. Tim Mahoney

Title: Mayor

Date: _____

Consultant:

Signature: _____
Joshua C. Olson

Title: Vice President

Date: November 30, 2023

11

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-22-C3 Type: Final Balancing Change Order #1

Location: 42nd St S and Drain #27 Date of Hearing: 12/18/2023
Lift Stations #55 & #56

Table with 2 columns: Routing, Date. Rows: City Commission (12/26/2023), PWPEC File (X), Project File (Rob Hasey)

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, related to Final Balancing Change Order #1 in the amount of \$0.00, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Final Balancing Change Order #1 in the amount of \$0.00, bringing the total contract amount to \$427,000.00.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Final Balancing Change Order #1 to Rick Electric.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #1 in the amount of \$0.00, bringing the total contract amount to \$427,000.00 to Rick Electric.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Diversion Sales Tax

Table with 2 columns: 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). Yes/No columns with N/A entries.

COMMITTEE

Table with 5 columns: Name, Present, Yes, No, Unanimous. Lists committee members and their voting status.

ATTEST:

C: Kristi Olson

Signature of Tom Knakmuhs, P.E., City Engineer

Memorandum

To: Members of PWPEC
From: Rob Hasey, Project Manager
Date: December 18, 2023
Re: Project No. FM-22-C3 – STS LS #55 & #56 Reconstruction – Electrical Contract
FBCO #1

Background:

Project No. FM-22-C3 is the electrical contract for the replacement of lift stations #55 & #56 on 42nd Street South at Cass County Drain 27.

Attached is Final Balancing Change Order #1 for the project totaling \$0.00.

Recommended Motion:

Approve Final Balancing Change Order #1 for FM-22-C3 in the amount of \$0.00.

Attachments



CHANGE ORDER REPORT
LIFT STATION REHAB/RECONSTRUCTION - ELECTRICAL
PROJECT NO. FM-22-C3
42ND STREET SOUTH AND DRAIN #27 LIFT STATIONS 55 & 56

Change Order No 1 **Change Order Date** 12/5/2023
Contractor Rick Electric

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
Final Balancing.

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

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Diversion Sales Tax


\$0.00

\$0.00

\$427,000.00

\$427,000.00

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

APPROVED  77 RA
 For Contractor Rick Electric, Inc.
 Title President
 12/5/2023

APPROVED DATE
 Department Head
 Mayor
 Attest


PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-23-E1 Type: Change Order #2
Location: 8th St S, 9th - 13th Ave, 10th Ave S, 7th - 9th St, 12th Ave S, 7th - 9th St Date of Hearing: 12/18/2023

Routing Date
City Commission 12/26/2023
PWPEC File X
Project File Brian Skanson

The Committee reviewed the accompanying correspondence from Project Manager, Brian Skanson, related to Change Order #2, in the amount of \$9,790.00, which is needed for additional work.

Staff is recommending approval of Change Order #2 in the amount of \$9,790.00, which brings the total contract amount to \$3,867,159.89.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #2 to Border States Paving.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of \$9,790.00, bringing the total contract amount to \$3,867,159.89 to Border States Paving.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

Table with 2 columns: Question, Yes/No. Rows include Developer meets City policy for payment of delinquent specials, Agreement for payment of specials required of developer, Letter of Credit required (per policy approved 5-28-13).

COMMITTEE

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

ATTEST:

C: Kristi Olson

Signature of Tom Knakmuhs, P.E.
Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Brian Skanson, Project Manager
Date: December 12, 2023
Re: Improvement District No. BR-23-E1 – Change Order #2

Background:

Border States Paving Inc. is the Prime Contractor for Improvement District No. BR-23-E1 on 8th Street South from 9th Avenue to 13th Avenue; 10th Avenue South from 7th Street to 9th Street; 12th Avenue South from 7th Street to 9th Street.

The attached Change Order in the amount of \$9,790 (0.25% of the original contract), which increases the total contract amount to \$3,867,159.89, is for additional work as shown on Change Order #2.

Change Order #2:

- 1.) It was discovered post bid by the supplier that a 60" manhole was needed where a 48" manhole was planned (ST-1). The Contractor is requesting \$3,850 for the manhole upsize.
- 2.) The Contractor had to remove and reset forms as well as regrade subgrade to accommodate for the adjusted sidewalk from the planned 4.5' width to the poured 6' width. The Contractor is requesting \$5,940 for this additional work.

Recommended Motion:

Approve Change Order #2 in the amount of \$9,790 to Border States Paving Inc.

BJS/klb
Attachment

**CHANGE ORDER REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-23-E1**

ON 8 ST S FROM 9 AVE S TO 13 AVE S. ON 10 AVE S FROM 9 ST S TO 7 ST S. ON 12 AVE S FROM 9 ST S TO 7 ST S.

Change Order No 2 **Change Order Date** 12/7/2023
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 and material to remove, reset, and regrade sidewalk to accommodate adjusted sidewalk from planned 4.5' width to 6' width. Also, upsize Storm Manhole from 48" to 60"

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 2	17	Modify Manhole	EA	0	0	1	1	\$3,850.00	\$3,850.00
	18	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	0	0	59.4	59.4	\$100.00	\$5,940.00
								Change Order 2 Sub Total	\$9,790.00

Summary

Source Of Funding

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessment

\$9,790.00

\$15,616.18

\$3,841,753.71

\$3,867,159.89

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
Area Manager

APPROVED DATE

Department Head

Mayor

Attest

T-CE

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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-22-C1 Type: Negative Final Balancing Change Order #2

Location: 3rd Ave N, 10th St – 7th St N, Date of Hearing: 12/18/2023
 2nd Ave to 4th Ave

<u>Routing</u>	<u>Date</u>
City Commission	12/26/2023
PWPEC File	X
Project File	Brian Skanson

The Committee reviewed the accompanying correspondence from Project Manager, Brian Skanson, regarding Negative Final Balancing Change Order #2 in the amount of \$-65,536.92, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #2 in the amount of \$-65,536.92, bringing the total contract amount to \$1,656,828.83.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to Master Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of \$-65,536.92, bringing the total contract amount to \$1,656,828.83 to Master Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: WW Utility Funds, Water Utility Funds & Special Assessments


	<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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, Assistant 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"/>	
Tom Knakmuhs, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Susan Thompson, Finance Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson



 Tom Knakmuhs, P.E.
 City Engineer



CHANGE ORDER REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-22-C1

Final Balancing
Change Order

3RD AVENUE NORTH FROM 10TH STREET TO 7TH STREET, 7TH STREET NORTH FROM 2ND AVENUE TO 4TH AVENUE, AND ON 8TH STREET NORTH FROM 3RD AVENUE TO 4TH AVENUE.

Change Order No 2 Change Order Date 11/28/2023
 Contractor 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 Change Order # 2
 Final Balancing Change Order

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	1	Remove Pipe All Sizes All Types	LF	345		345	101.6	446.6	\$8.00	\$812.80
	5	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	300		300	-90.8	209.2	\$130.00	-\$11,804.00
	6	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	270		270	22.7	292.7	\$155.00	\$3,518.50
	7	F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	500		500	-16.7	483.3	\$165.00	-\$2,755.50
	8	Connect Sewer Service	EA	16		16	-5	11	\$1,950.00	-\$9,750.00
	9	Connect Pipe to Exist Pipe	EA	6		6	-1	5	\$550.00	-\$550.00
	10	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	200		200	-19.2	180.8	\$10.00	-\$192.00
Water Main	11	Clean Pipe All Sizes All Types	LF	379		379	-379	0	\$5.00	-\$1,895.00
	16	Remove Pipe All Sizes All Types	LF	845		845	-45.8	799.2	\$5.00	-\$229.00
Sanitary Sewer Sub Total										-\$22,615.20

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	19	F&I Fittings C153 Ductile Iron	LB	2200	2200	-159	2041	\$9.00	-\$1,431.00
	20	Burst Pipe 6" to 8" Dia	LF	290	290	-15.5	274.5	\$95.00	-\$1,472.50
	21	Bore Pipe C900 DR 18 - 8" Dia PVC	LF	49	49	11	60	\$90.00	\$990.00
	22	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	14	14	-4	10	\$70.00	-\$280.00
	23	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	95	95	-11.1	83.9	\$75.00	-\$832.50
	24	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	1560	1560	-38.5	1521.5	\$110.00	-\$4,235.00
	29	F&I Gate Valve 8" Dia	EA	7	7	1	8	\$2,175.00	\$2,175.00
	31	F&I Insulation 2" Thick	SY	10	10	-5.5	4.5	\$40.00	-\$220.00
	32	Furnish Temp Water Svc	EA	12	12	-1	11	\$1,500.00	-\$1,500.00
	33	Connect Water Service	EA	12	12	-1	11	\$400.00	-\$400.00
	34	Rem & Repl CS & Box 1" Dia	EA	11	11	2	13	\$575.00	\$1,150.00
	36	F&I Pipe w/GB 1" Dia Water Service	LF	345	345	-116.6	228.4	\$49.50	-\$5,771.70
	37	F&I Pipe w/GB 1.25" Dia Water Service	LF	50	50	-11	39	\$52.00	-\$572.00
	38	F&I Casting Water Service	EA	3	3	1	4	\$125.00	\$125.00
	39	Remove Pipe All Sizes All Types	LF	268	268	-11.7	256.3	\$10.00	-\$117.00
	41	Remove Inlet	EA	8	8	1	9	\$250.00	\$250.00
	48	F&I Pipe w/GB 12" Dia Reinf Conc	LF	20	20	5	25	\$79.00	\$395.00
	49	F&I Pipe w/GB 15" Dia Reinf Conc	LF	210	210	-2.9	207.1	\$97.00	-\$281.30
	50	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	38	38	-38	0	\$69.00	-\$2,622.00
Storm Sewer							Water Main Sub Total		-\$12,503.70

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 (\$)
	51	F&I Pipe w/GB SDR 26 - 10" Dia PVC	LF	28		28	-1.6	26.4	\$85.00	-\$136.00
	52	Repair Manhole Floor & Invert	EA	4		4	-4	0	\$2,500.00	-\$10,000.00
								Storm Sewer Sub Total		-\$12,511.30
Paving	53	Remove Pavement All Thicknesses All Types	SY	4800		4800	91	4891	\$11.00	\$1,001.00
	54	Remove Curb & Gutter	LF	3150		3150	106.1	3256.1	\$5.00	\$530.50
	55	Remove Sidewalk All Thicknesses All Types	SY	1650		1650	-330.55	1319.45	\$5.00	-\$1,652.75
	56	Remove Driveway All Thicknesses All Types	SY	840		840	10.3	850.3	\$7.00	\$72.10
	57	Subgrade Preparation	SY	6100		6100	-696.8	5403.2	\$3.00	-\$2,090.40
	58	F&I Woven Geotextile	SY	6100		6100	-194.8	5905.2	\$2.00	-\$389.60
	59	F&I Class 5 Agg - 12" Thick	SY	6100		6100	-194.8	5905.2	\$14.25	-\$2,775.90
	60	F&I Edge Drain 4" Dia PVC	LF	3150		3150	-133.9	3016.1	\$9.75	-\$1,305.53
	61	F&I Pavement 9" Thick Doweled Conc	SY	4800		4800	44.09	4844.09	\$95.00	\$4,188.55
	62	F&I Curb & Gutter Standard (Type II)	LF	3150		3150	103.2	3253.2	\$23.00	\$2,373.60
	63	F&I Sidewalk 4" Thick Reinf Conc	SY	1400		1400	-233.05	1166.95	\$49.00	-\$11,419.45
	64	F&I Impressed 5" Thick Reinf Conc	SY	155		155	-62	93	\$97.00	-\$6,014.00
	65	F&I Sidewalk 6" Thick Reinf Conc	SY	250		250	-127.9	122.1	\$59.00	-\$7,546.10
	66	F&I Det Warn Panels Cast Iron	SF	108		108	144	252	\$46.00	\$6,624.00
	67	F&I Driveway 6" Thick Reinf Conc	SY	660		660	-34.36	625.64	\$59.00	-\$2,027.24
	68	F&I Driveway 7" Thick Reinf Conc	SY	180		180	120.5	300.5	\$65.00	\$7,832.50
	71	F&I Flat MH Cover 8" Thick Reinf Conc	EA	5		5	-4	1	\$710.00	-\$2,840.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	72	Casting to Grade - Blvd	EA	2		2	-1	1	\$300.00	-\$300.00
	73	Casting to Grade - w/Conc	EA	16		16	12	28	\$470.00	\$5,640.00
	75	GV Box to Grade - w/Conc	EA	6		6	1	7	\$250.00	\$250.00
	79	Weed Control Type B	SY	3000		3000	-3000	0	\$0.10	-\$300.00
	81	Inlet Protection - Existing Inlet	EA	23		23	1	24	\$200.00	\$200.00
	82	Inlet Protection - New Inlet	EA	14		14	-12	2	\$200.00	-\$2,400.00
	83	Temp Construction Entrance	EA	3		3	-3	0	\$1,200.00	-\$3,600.00
	84	F&I Planter Curb	LF	45		45	-7	38	\$90.00	-\$630.00
	87	Construction Signing	SF	18		18	-18	0	\$20.00	-\$360.00
								Paving Sub Total		-\$16,938.72
Signing	90	F&I High Intensity Prismatic	SF	84		84	1	85	\$22.00	\$22.00
	91	F&I Sign Assembly	EA	16		16	-11	5	\$80.00	-\$880.00
	92	F&I Sign Assembly & Anchor	EA	16		16	6	22	\$100.00	\$600.00
								Signing Sub Total		-\$258.00
Pavement Marking	93	F&I Grooved Contrast Film 7" Wide	LF	545		545	-8	537	\$20.00	-\$160.00
	94	F&I Grooved Thermoplastic Pavement Marking Message	SF	50		50	-10	40	\$55.00	-\$550.00
								Pavement Marking Sub Total		-\$710.00

Summary.

Source Of Funding

Waterwater Utility Funds, Water Utility Funds, & Special Assessments

Net Amount Change Order # 2 (\$)

-\$65,536.92

Previous Change Orders (\$)

\$9,177.75

Original Contract Amount (\$)

\$1,713,188.00

Total Contract Amount (\$)

\$1,656,828.84

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

11/11/2022

Current Final Completion Date

6/30/2023

Additional Days Substantial Completion

0

Additional Days Final Completion

151

New Substantial Completion Date

11/11/2022

New Final Completion Date

11/28/2023

Interim Completion Dates

APPROVED
For Contractor
Title


Jake Anthony
Controller

APPROVED DATE
Department Head
Mayor
Attest



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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PN-23-A1 Type: Negative Final Balancing Change Order #2

Location: Citywide Date of Hearing: 12/18/2023

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/26/2023</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Hoogland</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, regarding Negative Final Balancing Change Order #2 in the amount of \$-8,178.01, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #2 in the amount of \$-8,178.01, bringing the total contract amount to \$1,629,106.48.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to FM Asphalt LLC.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of \$-8,178.01, bringing the total contract amount to \$1,629,106.48 to FM Asphalt LLC.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____ Special Assessments _____

	Yes	No
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

	Present	Yes	No	Unanimous
				<u>✓</u>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, Assistant 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"/>	
Tom Knakmuhs, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Susan Thompson, Finance Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

T-K
 Tom Knakmuhs, P.E.
 City Engineer



CHANGE ORDER REPORT
ASPHALT WEAR COURSE

Final Balancing
Change Order

IMPROVEMENT DISTRICT NO. PN-23-A1

SECTION 1 - WEST 29 ADDITION, SECTION 2 - URBAN PLAINS AREA, SECTION 3 -
 WOODHURST ADDITION, SECTION 4 - SILVERLEAF ADDITION, SECTION 5 - GOLDEN
 VALLEY ADDITION, SECTION 6 - CROFTON COVES ADDITION.

Change Order No 2 Change Order Date 12/4/2023
 Contractor FM Asphalt 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 # 2

Final. Reconciles all quantities with what was measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Section 1	1	Repair Inlet	EA	1			-1	0	\$500.00	-\$500.00
		Adjust Curb &								
2		Gutter -	LF	250			-190	60	\$14.00	-\$2,660.00
		Mud/Sand Jack								
3		Rem & Repl	LF	300			-242.2	57.8	\$67.00	-\$16,227.40
		Curb & Gutter								
4		Adjust								
		Driveway -	SF	300			-300	0	\$4.00	-\$1,200.00
5		Mud/Sand Jack								
		Rem & Repl	SY	50			-50	0	\$132.00	-\$6,600.00
		Driveway 7" Thick Reinf Conc								

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 (\$)
	6	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	580		580	9.85	589.85	\$82.50	\$812.63
	8	GV Box to Grade - no Conc	EA	1		1	-1	0	\$260.00	-\$260.00
	10	Mill / Grind Asphalt Pymt 1" to 2" Thick	SY	100		100	6.67	106.67	\$3.00	\$20.01
	11	Sodding	SY	50		50	-48	2	\$49.00	-\$2,352.00
	Section 1 Sub Total -\$28,966.77									
Section 2	13	Repair Inlet	EA	3		3	-2	1	\$500.00	-\$1,000.00
	14	Adjust Curb & Gutter - Mud/Sand Jack	LF	1000		1000	-233	767	\$14.00	-\$3,262.00
	15	Rem & Repl Curb & Gutter	LF	500		500	-245.2	254.8	\$67.00	-\$16,428.40
	16	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	6.9	3.08	10	-0.02	9.98	\$118.00	-\$2.36
	17	Adjust Driveway - Mud/Sand Jack	SF	500		500	-456	44	\$4.00	-\$1,824.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	18	Rem & Repl Driveway 7" Thick Reinf Conc	SY	100		100	-100	0	\$132.00	-\$13,200.00
	19	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	4685		4685	-215.65	4469.35	\$81.50	-\$17,575.48
	21	GV Box to Grade - no Conc	EA	2		2	-1	1	\$260.00	-\$260.00
	22	Mill / Grind Asphalt Pvmnt Along Curb	LF	17586		17586	-3256.5	14329.5	\$1.95	-\$6,350.18
	23	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	2200		2200	-1032.24	1167.76	\$3.00	-\$3,096.72
	24	Sodding	SY	100		100	-71.25	28.75	\$49.00	-\$3,491.25
	25	Paint Epoxy Line 4" Wide	LF	3293		3293	-2964	329	\$4.10	-\$12,152.40
	26	Paint Epoxy Line 8" Wide	LF	853		853	-421.5	431.5	\$8.25	-\$3,477.38
	27	Paint Epoxy Line 16" Wide	LF	37		37	-3.5	33.5	\$31.00	-\$108.50
	28	Paint Epoxy Message	SF	331		331	-149	182	\$26.00	-\$3,874.00
								Section 2 Sub Total		-\$86,102.66
Section 3	30	Repair Inlet	EA	2		2	-1	1	\$500.00	-\$500.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	31	Adjust Curb & Gutter - Mud/Sand Jack	LF	200		200	-128	72	\$14.00	-\$1,792.00
	32	Rem & Repl Curb & Gutter	LF	300		300	23.5	323.5	\$67.00	\$1,574.50
	33	Adjust Driveway - Mud/Sand Jack	SF	200		200	-200	0	\$4.00	-\$800.00
	34	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50		50	-50	0	\$118.00	-\$5,900.00
	35	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	360		360	31.82	391.82	\$82.50	\$2,625.15
	39	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	50		50	-10.8	39.2	\$3.00	-\$32.40
	40	Sodding	SY	50		50	-23.48	26.52	\$49.00	-\$1,150.52
	Section 3 Sub Total									
Section 4	42	Repair Inlet	EA	2		2	-1	1	\$500.00	-\$500.00
	43	Adjust Curb & Gutter - Mud/Sand Jack	LF	500		500	-370	130	\$14.00	-\$5,180.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	44	Rem & Repl Curb & Gutter	LF	500	500	500	-261	239	\$67.00	-\$17,487.00
	45	Adjust Driveway - Mud/Sand Jack	SF	500	500	500	-448	52	\$4.00	-\$1,792.00
	46	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50	50	50	-49	1	\$118.00	-\$5,782.00
	47	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1057	1057	1057	110.58	1167.58	\$81.50	\$9,012.27
	51	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	200	200	200	-49.24	150.76	\$3.00	-\$147.72
	52	Sodding	SY	100	100	100	-83.09	16.91	\$49.00	-\$4,071.41
	54	Repair Inlet	EA	3	3	3	9	12	\$500.00	\$4,500.00
Section 5	55	Adjust Curb & Gutter - Mud/Sand Jack	LF	500	500	500	85	585	\$14.00	\$1,190.00
	56	Rem & Repl Curb & Gutter	LF	500.0000000000000006	500.0000000000000006	500.0000000000000006	426.2	926.2	\$67.00	\$28,555.40
								Section 4 Sub Total		-\$25,947.86

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 (\$)
	57	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	2.21	3.08	10	-4.71	5.29	\$118.00	-\$555.78
	58	Adjust Driveway - Mud/Sand Jack	SF	500		500	-4	496	\$4.00	-\$16.00
	59	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50		50	-50	0	\$118.00	-\$5,900.00
	60	F&I Det Warn Panels Cast Iron	SF	4	8	8	4	12	\$64.00	\$256.00
	61	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2204		2204	38.86	2242.86	\$81.50	\$3,167.09
	63	GV Box to Grade - no Conc	EA	10		10	-1	9	\$260.00	-\$260.00
	65	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	700		700	-69.89	630.11	\$3.00	-\$209.67
	66	Sodding	SY	100		100	-58.32	41.68	\$49.00	-\$2,857.68
								Section 5 Sub Total		\$27,869.36
Section 6	68	Repair Inlet	EA	3		3	4	7	\$500.00	\$2,000.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	69	Adjust Curb & Gutter - Mud/Sand Jack	LF	1000		1000	111	1111	\$14.00	\$1,554.00
	70	Rem & Repl Curb & Gutter	LF	1000.0000000000000001		1000.0000000000000001	695.9	1695.9	\$67.00	\$46,625.30
	71	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	8.6	3.08	10	1.68	11.68	\$118.00	\$198.24
	72	Adjust Driveway - Mud/Sand Jack	SF	1000		1000	-504	496	\$4.00	-\$2,016.00
	73	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50		50	-50	0	\$118.00	-\$5,900.00
	74	F&I Det Warn Panels Cast Iron	SF	16	8	8	16	24	\$64.00	\$1,024.00
	75	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	4100		4100	853.64	4953.64	\$81.50	\$69,571.66
	79	Mill / Grind Asphalt Pymt 1" to 2" Thick	SY	330		330	-80.4	249.6	\$3.00	-\$241.20
	80	Sodding	SY	150		150	-38.18	111.82	\$49.00	-\$1,870.82
Section 6 Sub Total									\$110,945.18	

Summary.

Source Of Funding

Net Amount Change Order # 2 (\$)	
Previous Change Orders (\$)	
Original Contract Amount (\$)	
Total Contract Amount (\$)	

Special Assessments	
-\$8,178.01	
\$20,310.44	
\$1,616,974.05	
\$1,629,106.48	

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

APPROVED

For Contractor

Title

M. S. ...
 President

APPROVED DATE

Department Head

Mayor

Attest

T-CLL

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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-23-F1 Type: Negative Final Balancing Change Order #4

Location: 19th Ave N b/w 18th St & Dakota Dr N Date of Hearing: 12/18/2023

Routing Date
City Commission 12/26/2023
PWPEC File X
Project File Jason Hoogland

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, regarding Negative Final Balancing Change Order #4 in the amount of \$-41,446.92, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #4 in the amount of \$-41,446.92, bringing the total contract amount to \$449,601.81.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #4 to Border States Paving.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #4 in the amount of \$-41,446.92, bringing the total contract amount to \$449,601.81 to Border States Paving.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Prairie Dog Funds

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)
Yes No
N/A
N/A
N/A

COMMITTEE

Table with 4 columns: Present, Yes, No, Unanimous. Rows for committee members: Tim Mahoney, Mayor; Nicole Crutchfield, Director of Planning; Steve Dirksen, Fire Chief; Brenda Derrig, Assistant City Administrator; Ben Dow, Director of Operations; Steve Sprague, City Auditor; Tom Knakmuhs, City Engineer; Susan Thompson, Finance Director. Includes a signature for Mark Williams.

ATTEST:

C: Kristi Olson

Signature of Tom Knakmuhs, P.E.
Tom Knakmuhs, P.E.
City Engineer



**CHANGE ORDER REPORT
 ASPHALT MILL & OVERLAY
 PROJECT NO. PR-23-F1**

19TH AVE N BETWEEN 18TH ST. N TO DAKOTA DR. N.

Change Order No 4 **Change Order Date** 12/6/2023
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 # 4

Final - Reconciles quantities with what was measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
19th Ave N	1	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	4500		4500	-570	3930	\$78.00	-\$44,460.00
	3	Casting to Grade - no Conc	EA	14		14	-3	11	\$800.00	-\$2,400.00
	4	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	2870		2870	436.71	3306.71	\$8.00	\$3,493.68
	5	Paint Epoxy Line 4" Wide	LF	11291		11291	194	11485	\$3.75	\$727.50
	6	Paint Epoxy Line 8" Wide	LF	1072		1072	33.5	1105.5	\$7.40	\$247.90
	8	Paint Epoxy Message	SF	160		160	32	192	\$29.50	\$944.00
19th Ave N Sub Total										-\$41,446.92

Summary.

Source Of Funding	Prairie Dog Funds
Net Amount Change Order # 4 (\$)	-\$41,446.92
Previous Change Orders (\$)	\$26,530.68
Original Contract Amount (\$)	\$464,518.05
Total Contract Amount (\$)	\$449,601.81

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 Pauer
 Border States Paving
 Area Manager

APPROVED DATE
 Department Head
 Mayor
 Attest

TRC

16

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-23-G1 Type: Negative Final Balancing Change Order #1

Location: Citywide Date of Hearing: 12/18/2023

City Commission Date 12/26/2023
PWPEC File X
Project File Jason Hoogland

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, regarding Negative Final Balancing Change Order #1 in the amount of \$-227,481.08, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #1 in the amount of \$-227,481.08, bringing the total contract amount to \$1,271,575.05.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #1 to Border States Paving.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #1 in the amount of \$-227,481.08, bringing the total contract amount to \$1,271,575.05 to Border States Paving.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax & Special Assessments

Developer meets City policy for payment of delinquent specials Yes No
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 4 columns: Present, Yes, No, Unanimous. Rows include Tim Mahoney, Mayor; Nicole Crutchfield, Director of Planning; Steve Dirksen, Fire Chief; Brenda Derrig, Assistant City Administrator; Ben Dow, Director of Operations; Steve Sprague, City Auditor; Tom Knakmuhs, City Engineer; Susan Thompson, Finance Director. Mark Williams is listed in the Unanimous column.

ATTEST:

C: Kristi Olson

Handwritten signature of Tom Knakmuhs, P.E. City Engineer



CHANGE ORDER REPORT
ASPHALT MILL & OVERLAY

Final Balancing
Change Order

IMPROVEMENT DISTRICT NO. PR-23-G1

SECTION 1 - 42ND ST S FROM MAIN TO 13 1/2 AVE S SECTION 2 - 17TH AVE S FROM
 42ND ST S TO 45TH ST S SECTION 3 - 27TH AVE S FROM UNIVERSITY DR S TO 25TH
 ST S.

Change Order No 1 Change Order Date 12/16/2023
 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

Final - Reconciles the quantities with what was measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Section 1	1	Repair Inlet	EA	2		2	-2	0	\$561.00	-\$1,122.00
	2	Adjust Curb & Gutter - Mud/Sand Jack	LF	500		500	-303	197	\$15.30	-\$4,635.90
	3	Rem & Repl Curb & Gutter	LF	250		250	-199	51	\$72.50	-\$14,427.50
	4	Adjust Driveway - Mud/Sand Jack	SF	500		500	-484	16	\$4.10	-\$1,984.40
	5	Rem & Repl Driveway 7" Thick Reinf Conc	SY	25		25	-25	0	\$149.00	-\$3,725.00
	6	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	3733		3733	-43.93	3689.07	\$80.50	-\$3,536.37
	7	Casting to Grade - no Conc	EA	23		23	-1	22	\$315.00	-\$315.00
	8	GV Box to Grade - no Conc	EA	14		14	1	15	\$68.30	\$68.30
	9	Rem & Repl Pavement 6" Thick Asph	SY	600		600	-108.38	491.62	\$122.00	-\$13,222.36
	10	Mill / Grind Asphalt Pymt Along Curb	LF	9196		9196	49.2	9245.2	\$3.00	\$147.60

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 (\$)
	11	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	5760		5760	0.49	5760.49	\$4.00	\$1.96
	12	Sodding	SY	100		100	-93.16	6.84	\$63.30	-\$5,897.03
	13	Paint Epoxy Line 4" Wide	LF	15305		15305	157	15462	\$3.25	\$510.25
	14	Paint Epoxy Line 8" Wide	LF	2206		2206	5	2211	\$7.55	\$37.75
	15	Paint Epoxy Line 16" Wide	LF	60		60	-60	0	\$22.50	-\$1,350.00
	19	F&I Detection Sawed-In Loop	EA	14		14	-12	2	\$4,080.00	-\$48,960.00
								Section 1 Sub Total		-\$98,409.69
Section 2	20	Rem & Repl Curb & Gutter	LF	250		250	87.5	337.5	\$72.50	\$6,343.75
	21	Rem & Repl Driveway 7" Thick Reinf Conc	SY	25		25	-25	0	\$149.00	-\$3,725.00
	22	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2000		2000	-336.13	1663.87	\$80.50	-\$27,058.47
	25	GV Box to Grade - no Conc	EA	2		2	-1	1	\$89.70	-\$89.70
	26	Rem & Repl Pavement 6" Thick Asph	SY	400		400	-181.31	218.69	\$113.00	-\$20,488.03
	27	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	14890		14890	-108.7	14781.3	\$3.00	-\$326.10
	28	Sodding	SY	50		50	0.85	50.85	\$63.30	\$53.81
	29	Paint Epoxy Line 4" Wide	LF	6863		6863	45	6908	\$3.25	\$146.25
	30	Paint Epoxy Line 8" Wide	LF	1598.5		1598.5	-85.5	1513	\$7.55	-\$645.53
	31	Paint Epoxy Line 16" Wide	LF	38		38	-2	36	\$22.50	-\$45.00
	32	Paint Epoxy Line 24" Wide	LF	136		136	8	144	\$24.50	\$196.00
	33	Paint Epoxy Message	SF	462		462	32	494	\$25.50	\$816.00
	35	F&I Detection Sawed-In Loop	EA	4		4	-3	1	\$4,080.00	-\$12,240.00
								Section 2 Sub Total		-\$57,062.02
Section 3	36	Repair Inlet	EA	2		2	1	3	\$561.00	\$561.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)	Page
	37	F&I Repair Band 4" thru 12" Dia	EA	2		2	-2	0	\$1,350.00	-\$2,700.00	84
	38	Adjust Curb & Gutter - Mud/Sand Jack	LF	1000		1000	-86	914	\$15.30	-\$1,315.80	
	39	Rem & Repl Curb & Gutter	LF	500		500	-88	412	\$71.40	-\$6,283.20	
	40	Remove Sidewalk All Thicknesses All Types	SY	10		10	-10	0	\$20.40	-\$204.00	
	41	Adjust Driveway - Mud/Sand Jack	SF	2000		2000	-1720	280	\$4.10	-\$7,052.00	
	42	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50		50	-19.48	30.52	\$143.00	-\$2,785.64	
	43	F&I Det Warn Panels Cast Iron	SF	8		8	16	24	\$61.20	\$979.20	
	44	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2690		2690	-145.72	2544.28	\$80.50	-\$11,730.46	
	45	Casting to Grade - no Conc	EA	7		7	-7	0	\$288.00	-\$2,016.00	
	46	GV Box to Grade - no Conc	EA	7		7	-1	6	\$68.20	-\$68.20	
	47	Rem & Repl Pavement 9" Thick Asph	SY	500		500	-500	0	\$76.80	-\$38,400.00	
	48	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	20781		20781	260	21041	\$3.00	\$780.00	
	49	Sodding	SY	100		100	-30.37	69.63	\$63.30	-\$1,922.42	
	50	Paint Epoxy Line 4" Wide	LF	244		244	92	336	\$3.25	\$299.00	
	51	Paint Epoxy Line 8" Wide	LF	61		61	-17	44	\$7.55	-\$128.35	
	52	Paint Epoxy Line 16" Wide	LF	55		55	-1	54	\$22.50	-\$22.50	
								Section 3 Sub Total	-\$72,009.37		

Summary

Source Of Funding	Special Assessment, Sales Tax Funds
Net Amount Change Order # 1 (\$)	-\$227,481.08
Previous Change Orders (\$)	\$0.00
Original Contract Amount (\$)	\$1,499,056.13
Total Contract Amount (\$)	\$1,271,575.05

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

APPROVED
 For Contractor *Joel Pavin*
 Title Border States Paving Inc
 Area Manager

APPROVED DATE
 Department Head
 Mayor
 Attest

TRC

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

December 20, 2023

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BR-24-B1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, December 20, 2023, for Paving and Utility Rehab/Reconstruction, Improvement District No. BR-24-B1, located on 9th St S from 9th Ave S to 13th Ave S, 9th Ave S from 10th St S to 8th St S, 10th Ave S from 10th St S to 9th St S, 11th Ave S from 10th St S to 8th St S, 12th Ave S from 10th St S to 9th St S.

The bids were as follows:

Dakota Underground Co Inc	\$4,107,126.09
Master Construction Co Inc	\$4,262,594.60
Border States Paving Inc	\$4,414,231.56
KPH, Inc.	\$5,434,835.80
Engineers Estimate	\$4,959,328.40

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Dakota Underground Co Inc. in the amount of \$4,107,126.09 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs, PE
City Engineer

Engineer's Statement Of Cost
Improvement District # BR-24-B1
Paving And Utility Rehab/Reconstruction

9th St S from 9th Ave S to 13th Ave S, 9th Ave S from 10th St S to 8th St S, 10th Ave S from 10th St S to 9th St S, 11th Ave S from 10th St S to 8th St S, 12th Ave S from 10th St S to 9th 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 City Engineer for the City of Fargo, North Dakota;

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

Paving and Utility Rehab/Reconstruction Improvement District # BR-24-B1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer					
1	Remove Manhole	EA	6.00	1,500.00	9,000.00
2	Remove Pipe All Sizes All Types	LF	1,122.00	15.00	16,830.00
3	F&I Manhole 4' Dia Reinf Conc	EA	3.00	10,750.00	32,250.00
4	F&I Manhole w/Ext Drop 4' Dia Reinf Conc	EA	1.00	16,600.00	16,600.00
5	Clean Pipe All Sizes All Types	LF	1,824.00	1.00	1,824.00
6	Connect Pipe to Exist Pipe	EA	6.00	4,000.00	24,000.00
7	Bore Pipe SDR 26 - 6" Dia PVC	LF	150.00	100.00	15,000.00
8	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	1,231.00	100.00	123,100.00
9	F&I Pipe w/GB SDR 35 - 10" Dia PVC	LF	1,114.00	222.00	247,308.00
10	F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	4.00	280.00	1,120.00
11	F&I Pipe w/GB SDR 26 - 24" Dia PVC	LF	339.00	422.00	143,058.00
12	Connect Sewer Service	EA	40.00	1,870.00	74,800.00
13	Eliminate Sewer Service	EA	1.00	2,500.00	2,500.00
14	F&I Manhole w/Ext Drop 6' Dia Reinf Conc	EA	1.00	29,780.00	29,780.00
Sanitary Sewer Total					737,170.00
Water Main					
15	Remove Pipe All Sizes All Types	LF	1,360.00	15.00	20,400.00
16	F&I Fittings C153 Ductile Iron	LB	6,136.00	8.60	52,769.60
17	F&I Controlled Density Fill	CY	110.00	223.00	24,530.00
18	F&I Hydrant	EA	4.00	6,800.00	27,200.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
19	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	2,676.00	0.01	26.76
20	F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	760.00	0.01	7.60
21	Connect Pipe to Exist Pipe	EA	9.00	4,000.00	36,000.00
22	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	41.00	115.00	4,715.00
23	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	2,635.00	125.00	329,375.00
24	F&I Pipe w/GB C900 DR 18 - 24" Dia PVC	LF	760.00	330.00	250,800.00
25	F&I Gate Valve 6" Dia	EA	4.00	2,465.00	9,860.00
26	F&I Gate Valve 8" Dia	EA	9.00	3,110.00	27,990.00
27	F&I Gate Valve 24" Dia	EA	3.00	36,000.00	108,000.00
28	Bore Pipe 1" Dia Water Service	LF	150.00	90.00	13,500.00
29	F&I Pipe w/GB 1" Dia Water Service	LF	1,328.00	83.00	110,224.00
30	Rem & Repl CS & Box 1" Dia	EA	43.00	615.00	26,445.00
31	Connect Water Service	EA	43.00	935.00	40,205.00
32	Eliminate Water Service	EA	1.00	2,500.00	2,500.00
33	Furnish Temp Water Svc	LS	1.00	21,000.00	21,000.00
34	Remove Pipe Asbestos Cement	LF	40.00	25.00	1,000.00
Water Main Total					1,106,547.96
Storm Sewer					
35	Remove Manhole	EA	4.00	1,500.00	6,000.00
36	Remove Inlet	EA	19.00	800.00	15,200.00
37	Remove Pipe All Sizes All Types	LF	657.00	28.00	18,396.00
38	Repair Manhole Floor & Invert	EA	1.00	2,500.00	2,500.00
39	F&I Manhole 4' Dia Reinf Conc	EA	3.00	5,800.00	17,400.00
40	F&I Manhole 5' Dia Reinf Conc	EA	1.00	9,400.00	9,400.00
41	F&I Inlet - Single Box (SBI) Reinf Conc	EA	19.00	4,100.00	77,900.00
42	Connect Pipe to Exist Pipe	EA	13.00	1,500.00	19,500.00
43	Connect Pipe to Exist Structure	EA	1.00	2,500.00	2,500.00
44	F&I Pipe w/GB 12" Dia Reinf Conc	LF	108.00	131.00	14,148.00
45	F&I Pipe w/GB 15" Dia Reinf Conc	LF	536.00	143.00	76,648.00
46	F&I Pipe w/GB 18" Dia Reinf Conc	LF	28.00	157.00	4,396.00
47	F&I Pipe w/GB 24" Dia Reinf Conc	LF	5.00	300.00	1,500.00
48	F&I Pipe w/GB 30" Dia Reinf Conc	LF	20.00	317.00	6,340.00
Storm Sewer Total					271,828.00
Paving					
49	Remove Pavement All Thicknesses All Types	SY	12,365.00	14.00	173,110.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
50	Remove Curb & Gutter	LF	6,857.00	5.00	34,285.00
51	Remove Driveway All Thicknesses All Types	SY	1,336.00	10.00	13,360.00
52	Remove Sidewalk All Thicknesses All Types	SY	3,500.00	10.00	35,000.00
53	Remove Tree	EA	1.00	1,500.00	1,500.00
54	Remove Landscaping	LS	1.00	10,000.00	10,000.00
55	Boulevard Grading	SY	12,188.00	4.50	54,846.00
56	Subgrade Preparation	SY	13,825.00	2.00	27,650.00
57	F&I Woven Geotextile	SY	13,825.00	1.95	26,958.75
58	F&I Class 5 Agg - 8" Thick	SY	13,825.00	14.40	199,080.00
59	F&I Edge Drain 4" Dia PVC	LF	6,750.00	11.00	74,250.00
60	F&I Curb & Gutter Standard (Type II)	LF	6,750.00	31.00	209,250.00
61	F&I Sidewalk 4" Thick Reinf Conc	SY	3,315.00	69.00	228,735.00
62	F&I Sidewalk 6" Thick Reinf Conc	SY	152.00	82.00	12,464.00
63	F&I Det Warn Panels Cast Iron	SF	312.00	63.00	19,656.00
64	F&I Impressioned 6" Thick Reinf Conc	SY	283.00	180.00	50,940.00
65	F&I Driveway 6" Thick Reinf Conc	SY	1,500.00	82.00	123,000.00
66	F&I Pavement 8" Thick Reinf Conc	SY	197.00	135.00	26,595.00
67	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	5,495.00	91.00	500,045.00
68	F&I Casting Water Service	EA	3.00	330.00	990.00
69	F&I Flat MH Cover 8" Thick Reinf Conc	EA	1.00	1,250.00	1,250.00
70	F&I Casting - Floating Manhole	EA	1.00	2,500.00	2,500.00
71	Rem & Repl Casting - Self Leveling	EA	1.00	2,500.00	2,500.00
72	Casting to Grade - w/Conc	EA	19.00	500.00	9,500.00
73	Casting to Grade - no Conc	EA	10.00	700.00	7,000.00
74	GV Box to Grade - Blvd	EA	6.00	300.00	1,800.00
75	GV Box to Grade - no Conc	EA	10.00	700.00	7,000.00
76	Seeding Type C	SY	12,188.00	2.35	28,641.80
77	Mulching Type 1 Hydro	SY	12,188.00	1.10	13,406.80
78	Weed Control Type B	SY	12,188.00	0.08	975.04
79	Stormwater Management	LS	1.00	4,200.00	4,200.00
80	Temp Construction Entrance	EA	4.00	0.01	0.04
81	Inlet Protection - New Inlet	EA	19.00	225.00	4,275.00
82	Inlet Protection - Existing Inlet	EA	16.00	225.00	3,600.00
83	Traffic Control - Type 1	LS	1.00	24,500.00	24,500.00
84	Construction Signing	SF	32.00	12.60	403.20

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
85	Irrigation Repair	EA	10.00	525.00	5,250.00
86	Tree Protection	EA	145.00	100.00	14,500.00
Paving Total					1,953,016.63
Signing					
87	F&I Sign Assembly	EA	25.00	47.00	1,175.00
88	F&I Sign Assembly & Anchor	EA	20.00	79.00	1,580.00
89	F&I Diamond Grade Cubed	SF	118.00	24.50	2,891.00
90	F&I High Intensity Prismatic	SF	84.00	21.00	1,764.00
Signing Total					7,410.00
Street Lights					
91	Remove Feed Point	EA	1.00	1,680.00	1,680.00
92	F&I Conductor #6 USE Cu	LF	2,289.00	4.00	9,156.00
93	F&I Innerduct 1.5" Dia	LF	150.00	47.25	7,087.50
94	F&I Pull Box	EA	3.00	2,835.00	8,505.00
95	Remove Pull Box	EA	3.00	1,575.00	4,725.00
Street Lights Total					31,153.50
Total Construction in \$					4,107,126.09

Engineering	10.00%	410,712.61
Admin	4.00%	164,285.05
Legal	3.00%	123,213.78
Interest	4.00%	164,285.05
Contingency	5.00%	205,356.31
Total Estimated Costs		5,174,978.89
Special Assessments		876,436.07
Utility Funds - Water - 501		561,491.58
Utility Funds - Wastewater - 521		1,028,044.04
State Funds - Other ND		2,709,007.20
Unfunded Costs		0.00

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

Date: 12/20/2023



Thomas Knakmuhs

City Engineer



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Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: December 20, 2023
Re: Bid Award and Contract for RFP24019 – Cleaning Services for City Hall and Sky Commons-West Wing

Dear Commissioners:

Proposals were received and reviewed on December 18, 2023 in response to an RFP that was issued by the Facilities Management department for cleaning services at City Hall 225 4th St North, Fargo, ND 5858102, and Sky Commons-West Wing 207 4th Street North, Fargo, ND 58102. Four proposals were received:

1. Osgood Cleaning Services, LLC
2. Select Pro Cleaning
3. Automated Maintenance Services Inc.
4. ServiceMaster by Moline

The proposals were evaluated based on the following criteria:

- Qualifications and Experience
- Price
- References

After evaluation, we recommend Select Pro Cleaning as the contractor for this service in the amount of \$636,300.00 for 3 years of service starting January 1, 2024. The contract has been reviewed by the City Attorney.

Recommended Action:

Move to approve bid award and 3 year contract to Select Pro Cleaning for cleaning services at City Hall and Sky Commons-West Wing.

Cleaning Services Evaluation RFP24019 City Hall/Sky Commons-West Wing

Vendor	Qualifications & Experience (50)	Schedule of Fees (30)	References (20)	Total Score (100)
Select Pro Cleaning	50	30	20	100
Osgood Cleaning Services, LLC	50	25	20	95
Service Master by Moline	50	15	20	85
Automated Maintenance Services, Inc.	50	20	20	90

**Agreement Between
City of Fargo
And Select Pro Cleaning**

This Agreement (the "Agreement," which includes all attached schedules), effective January 1, 2024 ("Effective Date"), is entered into by and between Select Pro Cleaning (the "Vendor"), having a principal place of business at PO Box 6558, Fargo, ND 58103, and City of Fargo (the "City"), a North Dakota municipal corporation, having a principal place of business at 225 4th Street North, Fargo, North Dakota 58102 (each a "Party" and collectively, the "Parties").

1. TERM

The term of this Agreement will be (3) three years from the Effective Date. The City of Fargo reserves the right to execute the option to automatically renew for a successive period of two (2) years. If the contract is extended, the City of Fargo reserves the right to renegotiate price and terms, provided that such negotiated price and terms fall within the original scope of work for this proposal. Such changes will be documented by amendment to the contract

2. STATEMENT OF WORK

A Summary of all services the Vendor is able to provide under this Agreement is described in the Statement of Work form ("Statement of Work") attached hereto as Attachment A. Vendor hereby agrees to complete work pursuant to a work request, awarded bid, and/or awarded proposal. Neither this Agreement nor the Statement of Work is a commitment by the City to issue the vendor any work requests, bids or proposals. The work request, Request for Bid (RFB) or Request for Proposal (RFP) shall describe the specific scope of services for a particular project. Any services provided by the Vendor under this agreement are referred to as "Services."

3. MATERIALS

Vendor shall furnish all materials, supplies, tools, equipment, and transportation required to provide services or deliverables required under Statements of Work. Vendor shall provide all available material safety data sheets for City approval prior to use of materials.

4. LIEN WAIVER

Vendor shall submit its lien waivers and obtain and submit lien waivers from all subcontractors and material suppliers with invoices Vendor submits to City. City's obligation to pay invoices will be contingent upon receipt of applicable lien waivers.

5. COMPENSATION

Negotiated Rate Sheet ("Rate Sheet") for the current Agreement is attached as Attachment B. Vendor shall not charge and the City will not pay for any services performed without a work request, awarded bid or awarded proposal. Except as otherwise provided, undisputed invoices

shall be payable within 30 calendar days after the receipt of the invoice. Invoices shall be e-mailed to FinanceAPAR@FargoND.gov.

6. OWNERSHIP OF DOCUMENTS

Vendor's work product reimbursed by the City, including all data, documents, results, ideas, developments and inventions that Vendor conceives or uses during the course of its performance under this Agreement shall be the City's property, unless otherwise agreed.

7. INDEPENDENT CONTRACTOR

The relationship between the Parties shall, within the context of this Agreement, be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. The Vendor shall, at all times during the term of this Agreement, perform the duties and responsibilities herein. Neither Party is an agent of the other Party and is not authorized to make any representation contract, or contract commitment on behalf of the other Party.

8. NO CONFLICTS OF INTEREST

Vendor must disclose any actual, apparent, or potential Conflict of Interest to the City prior to execution of this Agreement if a conflict of interest arises or appear to arise during the term of this Agreement, contractor agrees to abide by any reasonable mitigation plan developed with or by the City. "Conflict of Interest" means any activity, interest, or relationship of Vendor or any of its officers, directors, affiliates, or principals that may compromise that person's ability to render impartial assistance or advice to the City or that may give rise to legal or reputational concerns or any competitive advantage unfair to the City.

9. CONFIDENTIALITY

The Vendor agrees to not, directly or indirectly, disclose, make known, divulge, publish, or communicate any confidential information to any person, firm, or corporation without consent unless that disclosure is authorized under North Dakota law.

10. INSURANCE

a. Vendor will obtain and maintain the following insurance coverage, naming the City of Fargo as an additional insured, via commercial insurance:

i. Commercial General Liability covering bodily injury and tangible property damage liability with a limit of not less than U.S. \$1,000,000 each occurrence.

ii. Workers' Compensation (or maintenance of a legally permitted and government-approved program of self-insurance) covering Vendor Personnel pursuant to applicable state workers' compensation laws for work-related injuries suffered by Vendor's Personnel, if Vendor employs Personnel;

iii. Employer's Liability with limits of not less than U.S. \$1,000,000 per accident;

v. Automobile Liability with \$2,000,000 combined single limit per occurrence, for bodily injury and property damage combined covering owned, if Vendor owns any

vehicles, non-owned, and hired vehicles, if Vendor brings vehicles on the City's premises or uses vehicles in the performance of services.

vi. Limits for Commercial General Liability and Automobile Liability may be provided through a combination of primary and umbrella coverage; and

b. Vendor shall provide the City with evidence of the foregoing coverage before providing any services.

c. Vendor shall notify the City 30 days prior to cancellation or reduction in limits of any insurance required hereunder.

11. INDEMNIFICATION

Vendor agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, Vendor error, mistake, negligence, or other fault of the Vendor, any subcontractor of the Vendor, or any officer, employee, representative, or agent of the Vendor or of any subcontractor of the Vendor, or which arises out of any workmen's compensation claim of any employee of the Vendor or of any employee of any subcontractor of the Vendor. The Vendor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Vendor, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands.

12. FORCE MAJEURE

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

13. DISPUTE RESOLUTION

Vendor and the City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the Parties from pursuing litigation in the appropriate State or Federal court, located in Cass County, North Dakota

14. GOVERNING LAW

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

15. ENTIRE AGREEMENT

The terms and conditions set forth herein and any Exhibit referenced herein constitute the entire understanding of the parties relating to the provision of services by Vendor to City and shall be incorporated in all Statements of Work unless otherwise so stated therein. This Agreement may be amended only by a written instrument signed by both parties.

16. ASSIGNMENT

This Agreement may not be assigned by Vendor or City without the prior written consent of the other party.

17. TERMINATION

This Agreement may be terminated by either party upon sixty days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such sixty day period. City may terminate this Agreement for convenience at any time, in which event Vendor shall be compensated in accordance with the terms hereof for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

18. SEVERABILITY

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

IN WITNESS WHEREOF, City and Select Pro Cleaning have caused this Agreement to be duly executed as of the date first above written.

CITY OF FARGO

SELECT PRO CLEANING

BY _____

BY  _____

Dr. Timothy J. Mahoney, Mayor

Mesud Heco

DATE: _____

DATE: 12-19-2023

ATTEST:

BY _____

Steven Sprague, City Auditor

Statement of Work

This Statement of Work is a summary of all services the Vendor is able to provide under the contract. This Statement of Work is not a commitment by the City to issue the vendor any work requests, bids or proposals.

Vendor agrees to provide any of the following scope of services as requested in work requests, awarded bids or awarded request for proposals from the City of Fargo.

BUILDING LOCATIONS, INFORMATION, AND SCHEDULE

Sky Commons – West Wing: 207 4th Street North, Fargo, ND 58102

(Contractor may verify space measurements)

- 12,000 sq. feet total
- 10,850 sq. feet of carpet flooring
- 750 sq. feet of porcelain tile flooring
- 400 sq. feet of rubberized tile flooring
- 5,000 sq. feet Office/Breakroom area
- 1,050 sq. feet Skyway/Hallway area
- 1,120 sq. feet Skyway pre function area
- 3,250 sq. feet Sky Commons meeting room
- 1,580 sq. feet Stairwells and first floor landings
- 2 elevators, 2 bathrooms, 2 stairwells

Sky Commons-West Wing Business Hours: Monday through Friday 7:30AM-5:30PM

Sky Commons-West Wing Cleaning Hours: Between 5:45PM and 7:00AM Monday through Friday, excluding City holidays.

No Cleaning required on City holidays: New Year's Day, M.L. King Jr. Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day Thanksgiving Day, and Christmas Day.

The City of Fargo Leases the Sky Commons-West Wing spaces to several organizations. There are times when some of these spaces are unoccupied. If the occupancy of these areas falls below 50%, the city reserves the right to renegotiate a new monthly fee. The Vendor will be notified by facilities in these instances. Please quote the Sky Commons-West Wing separate from City Hall as noted in the proposal response requirements.

Contractor shall notify facilities of their schedule for each building.

City Hall: 225 4th Street North, Fargo, ND

(Contractor may verify space measurements)

- 100,000 sq. feet total, 4 floors including basement
- 2 elevators, 4 entryways, 4 stairwells
- **Basement**
 - 2,300 sq. feet total
 - 325 sq. feet concrete flooring
 - 80 sq. feet tile flooring
 - 580 sq. feet rubberized flooring
 - 1,315 sq. feet carpet flooring
 - 1 Office/Breakroom
 - 1 Bathroom – 1 toilet, 1 sink

- **First Floor**
 - 36,400 sq. feet total
 - 800 sq. feet concrete flooring
 - 195 sq. feet VCT flooring
 - 895 sq. feet vinyl flooring
 - 8,850 sq. feet tile flooring
 - 25,430 sq. feet carpet flooring
 - 4 Breakrooms
 - 9 Bathrooms – 21 total toilets/urinals, 16 total sinks
- **Second Floor**
 - 32,000 sq. feet total
 - 700 sq. feet vinyl flooring
 - 1,850 sq. feet tile flooring
 - 29,450 sq. feet carpet flooring
 - 3 Breakrooms
 - 4 Bathrooms – 13 total toilets/urinals, 10 total sinks
- **Third Floor**
 - 29,000 sq. feet total
 - 1,690 sq. feet VCT flooring
 - 700 sq. feet vinyl flooring
 - 1,440 sq. feet tile flooring
 - 25,170 sq. feet carpet flooring
 - 3 Breakrooms
 - 5 Bathrooms – 12 total toilets/urinals, 10 total sinks

City Hall Business Hours: Monday through Friday 7:30AM – 5:00PM

City Hall Cleaning Hours: Between 5:00PM and 7:00AM Monday through Friday, excluding City holidays. After hours meetings in the Commission Chambers and Conference rooms occur often in City Hall, and require some flexibility on timing of cleaning. Most meetings are completed by 8:00PM. In addition to the cleaning hours, once a day between 11:00AM and 1:00PM Monday through Friday, high touch areas need to be wiped down with an approved disinfectant. This applies to all floors listed in the building information section of this RFP. High touch areas included, but not limited to: doorknobs, panic bars, meeting/conference room tables, elevator buttons/controls, breakroom tables, countertops, appliance handles, bathroom countertops/stall latches/faucets, and touch pads.

No Cleaning required on City holidays: New Year's Day, M.L. King Jr. Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day Thanksgiving Day, and Christmas Day. Contractor shall notify facilities of their schedule for each building.

SCOPE OF SERVICES

Daily (Monday through Friday)

All Areas

- Vacuum all carpeting/area rugs/inlaid entryways
- Sweep and Mop/disinfect all hard surface flooring
- Clean and disinfect non-restroom sinks
- Clean and sanitize drinking fountains
- Spot clean glass up to 6 feet high
- Empty all interior/exterior trash cans and place in outside dumpster, reline with appropriate liners provided by the City

- Empty all recycle containers and dispose of properly
- Bring city provided containers to designated pick up area on recycling days
- Disinfect all high traffic knobs, buttons, and surfaces
- Dust/wipe down all horizontal surfaces; *Note: Employees will be responsible for wiping down their individual workstation surfaces. However, employees may opt to clear their work surfaces entirely and leave a note for the custodial crew requesting they be cleaned*
- Clean all stairways and entryways

Lunch/Break Rooms

- Clean Floors
- Clean all counters/tabletops/chairs/sinks; *Note: If any item is left in the sink, do not clean that sink.*
- Wipe down exterior surfaces of all appliances; *Note: Contractor is not responsible for cleaning the **inside** of fridges, stoves, microwaves, coffee machines, toasters, etc.*

Restrooms

- Clean and disinfect toilets
- Clean mirrors, sinks, counters, and baby changing stations
- Clean and disinfect floors
- Wipe down partition walls
- Wipe down light switch plates/doorknobs
- Empty trash cans, diaper disposal units, and feminine napkin dispensers. Replace with appropriate liners provided by the city
- Restock/refill all products (paper towels, toilet paper, soaps, lotions, baby-change paper etc.)

Weekly

- Perform high dusting in all areas

Bi-Weekly

- Edge-clean all carpet

Monthly

- Detail Edges of hard surface flooring and coving
- Dust, clean, vacuum chairs, chair legs, table legs and bases

Quarterly

- Dust/clean/wash air vents
- Clean light fixtures within 60 feet of entryways for bugs

Semi-Annually

- Dust window treatments (blinds/shades etc.) between April and October *Note: Submit anticipated dates 14 days in advance of this service to facilities*
- Clean all glass internal and external two times per year. Once between April-May, and once between October-November. *Note: Submit anticipated dates 14 days in advance of this service to facilities*
- Shampoo all carpeting two times per year. Once between October-November, and once between April or May *Note: Submit anticipated dates 14 days in advance of this service to facilities*
- Maintain hard surface flooring according to recommendations for type of floor. Includes edging, machine scrubbing, grout cleaning, re-waxing, applying sealants, etc. *Note: Submit anticipated dates 14 days in advance of this service to facilities*
- Vacuum ceiling vents in Restrooms

Yearly

- Strip and refinish hard surface flooring in accordance with manufacturers recommendations
Note: Submit anticipated dates 14 days in advance of this service to facilities
- Shampoo upholstered furniture. Apply a non-water-based fabric protector. April or May *Note: Submit anticipated dates 14 days in advance of this service to facilities*

As needed

- Clean chair mats and trash receptacles
- Clean desk side trash/recycle cans
- Report any lights out, non-working electrical outlets, plumbing issues, heating/cooling concerns etc. to facilities
- Notify facilities of any plumbing issues, items needing repair, or if the sharps container is full

At end of each shift, shut off designated lights, secure designated doors, and ensure no exterior windows are open.

CLEANING SUPPLIES AND EQUIPMENT

The City of Fargo will provide the following supplies:

- Hand soap
- Hand sanitizers
- Garbage liners
- Urinal screens
- Urinal mats
- Baby changing liners
- Paper products

The contractor shall provide all the necessary cleaning supplies and equipment to clean and keep clean all portions of the building.

The City of Fargo shall provide, without cost to contractor, a janitorial closet for storage of equipment and supplies.

Contractor shall maintain janitorial closets in a neat and professional manner. Keep well stocked.

Rate Sheet

Select Pro Cleaning

Monthly price, yearly price, and a three (3) year contract total price

City Hall Only			
	Date	Monthly	Yearly
Year-1	January 1 2024 - December 31 2024	\$ 14,675.00	\$ 176,100.00
Year-2	January 1 2025 - December 31 2025	\$ 14,675.00	\$ 176,100.00
Year-3	January 1 2026 - December 31 2026	\$ 14,675.00	\$ 176,100.00
		Three-year contract sub-total	\$ 528,300.00

Sky Commons - West Wing Only			
	Date	Monthly	Yearly
Year-1	January 1 2024 - December 31 2024	\$ 3,000.00	\$ 36,000.00
Year-2	January 1 2025 - December 31 2025	\$ 3,000.00	\$ 36,000.00
Year-3	January 1 2026 - December 31 2026	\$ 3,000.00	\$ 36,000.00
		Three-year contract sub-total	\$ 108,000.00

City Hall and Sky Commons Combined			
	Date	Monthly	Yearly
Year-1	January 1 2024 - December 31 2024	\$ 17,675.00	\$ 212,100.00
Year-2	January 1 2025 - December 31 2025	\$ 17,675.00	\$ 212,100.00
Year-3	January 1 2026 - December 31 2026	\$ 17,675.00	\$ 212,100.00
		Three-year contract total	\$ 636,300.00

Billing is to be submitted monthly on the last scheduled cleaning day of that month. City of Fargo will remit payment within 30 days of receipt of invoice. Please include reference number RFP24019 on monthly invoice.

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Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: December 20, 2023
Re: Bid Award and Contract for RFP24020 – Cleaning Services at Fargo Cass Public Health

Dear Commissioners:

Proposals were received and reviewed on December 18, 2023 in response to an RFP that was issued by the Facilities Management department for cleaning services at Fargo Cass Public Health at 1240 25th Street South, Fargo, ND 58103. Four proposals were received:

1. Osgood Cleaning Services, LLC
2. Select Pro Cleaning
3. Automated Maintenance Services Inc.
4. ServiceMaster by Moline

The proposals were evaluated based on the following criteria:

- Qualifications and Experience
- Price
- References

After evaluation, we recommend Automated Maintenance Services Inc. as the contractor for this service in the amount of \$447,037.00 for 3 years of service starting January 1, 2024. The contract has been reviewed by the City Attorney.

Recommended Action:

Move to approve bid award and 3 year contract to Automated Maintenance Services Inc. for cleaning services at Fargo Cass Public Health.

Cleaning Services Evaluation RFP24020 Fargo Cass Public Health

Vendor	Qualifications & Experience (Healthcare) (50)	Schedule of Fees (30)	References (20)	Total Score (100)
Select Pro Cleaning	40	30	20	90
Osgood Cleaning Services, LLC	50	25	20	95
Service Master by Moline	50	20	20	90
Automated Maintenance Services, Inc.	50	27	20	97

**Agreement Between
City of Fargo
And Automated Maintenance Services, Inc.**

This Agreement (the "Agreement," which includes all attached schedules), effective January 1, 2024 ("Effective Date"), is entered into by and between Automated Maintenance Services, Inc. (the "Vendor"), having a principal place of business at 408 3rd St N, Fargo, ND 58102, and City of Fargo (the "City"), a North Dakota municipal corporation, having a principal place of business at 225 4th Street North, Fargo, North Dakota 58102 (each a "Party" and collectively, the "Parties").

1. TERM

The term of this Agreement will be (3) three years from the Effective Date. The City of Fargo reserves the right to execute the option to automatically renew for a successive period of two (2) years. If the contract is extended, the City of Fargo reserves the right to renegotiate price and terms, provided that such negotiated price and terms fall within the original scope of work for this proposal. Such changes will be documented by amendment to the contract

2. STATEMENT OF WORK

A Summary of all services the Vendor is able to provide under this Agreement is described in the Statement of Work form ("Statement of Work") attached hereto as Attachment A. Vendor hereby agrees to complete work pursuant to a work request, awarded bid, and/or awarded proposal. Neither this Agreement nor the Statement of Work is a commitment by the City to issue the vendor any work requests, bids or proposals. The work request, Request for Bid (RFB) or Request for Proposal (RFP) shall describe the specific scope of services for a particular project. Any services provided by the Vendor under this agreement are referred to as "Services."

3. MATERIALS

Vendor shall furnish all materials, supplies, tools, equipment, and transportation required to provide services or deliverables required under Statements of Work. Vendor shall provide all available material safety data sheets for City approval prior to use of materials.

4. LIEN WAIVER

Vendor shall submit its lien waivers and obtain and submit lien waivers from all subcontractors and material suppliers with invoices Vendor submits to City. City's obligation to pay invoices will be contingent upon receipt of applicable lien waivers.

5. COMPENSATION

Negotiated Rate Sheet ("Rate Sheet") for the current Agreement is attached as Attachment B. Vendor shall not charge and the City will not pay for any services performed without a work request, awarded bid or awarded proposal. Except as otherwise provided, undisputed invoices

shall be payable within 30 calendar days after the receipt of the invoice. Invoices shall be e-mailed to FinanceAPAR@FargoND.gov.

6. OWNERSHIP OF DOCUMENTS

Vendor's work product reimbursed by the City, including all data, documents, results, ideas, developments and inventions that Vendor conceives or uses during the course of its performance under this Agreement shall be the City's property, unless otherwise agreed.

7. INDEPENDENT CONTRACTOR

The relationship between the Parties shall, within the context of this Agreement, be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. The Vendor shall, at all times during the term of this Agreement, perform the duties and responsibilities herein. Neither Party is an agent of the other Party and is not authorized to make any representation contract, or contract commitment on behalf of the other Party.

8. NO CONFLICTS OF INTEREST

Vendor must disclose any actual, apparent, or potential Conflict of Interest to the City prior to execution of this Agreement if a conflict of interest arises or appear to arise during the term of this Agreement, contractor agrees to abide by any reasonable mitigation plan developed with or by the City. "Conflict of Interest" means any activity, interest, or relationship of Vendor or any of its officers, directors, affiliates, or principals that may compromise that person's ability to render impartial assistance or advice to the City or that may give rise to legal or reputational concerns or any competitive advantage unfair to the City.

9. CONFIDENTIALITY

The Vendor agrees to not, directly or indirectly, disclose, make known, divulge, publish, or communicate any confidential information to any person, firm, or corporation without consent unless that disclosure is authorized under North Dakota law.

10. INSURANCE

a. Vendor will obtain and maintain the following insurance coverage, naming the City of Fargo as an additional insured, via commercial insurance:

i. Commercial General Liability covering bodily injury and tangible property damage liability with a limit of not less than U.S. \$1,000,000 each occurrence.

ii. Workers' Compensation (or maintenance of a legally permitted and government-approved program of self-insurance) covering Vendor Personnel pursuant to applicable state workers' compensation laws for work-related injuries suffered by Vendor's Personnel, if Vendor employs Personnel;

iii. Employer's Liability with limits of not less than U.S. \$1,000,000 per accident;

v. Automobile Liability with \$2,000,000 combined single limit per occurrence, for bodily injury and property damage combined covering owned, if Vendor owns any

vehicles, non-owned, and hired vehicles, if Vendor brings vehicles on the City's premises or uses vehicles in the performance of services.

vi. Limits for Commercial General Liability and Automobile Liability may be provided through a combination of primary and umbrella coverage; and

b. Vendor shall provide the City with evidence of the foregoing coverage before providing any services.

c. Vendor shall notify the City 30 days prior to cancellation or reduction in limits of any insurance required hereunder.

11. INDEMNIFICATION

Vendor agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, Vendor error, mistake, negligence, or other fault of the Vendor, any subcontractor of the Vendor, or any officer, employee, representative, or agent of the Vendor or of any subcontractor of the Vendor, or which arises out of any workmen's compensation claim of any employee of the Vendor or of any employee of any subcontractor of the Vendor. The Vendor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Vendor, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands.

12. FORCE MAJEURE

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

13. DISPUTE RESOLUTION

Vendor and the City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the Parties from pursuing litigation in the appropriate State or Federal court, located in Cass County, North Dakota

14. GOVERNING LAW

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

15. ENTIRE AGREEMENT

The terms and conditions set forth herein and any Exhibit referenced herein constitute the entire understanding of the parties relating to the provision of services by Vendor to City and shall be incorporated in all Statements of Work unless otherwise so stated therein. This Agreement may be amended only by a written instrument signed by both parties.

16. ASSIGNMENT

This Agreement may not be assigned by Vendor or City without the prior written consent of the other party.

17. TERMINATION

This Agreement may be terminated by either party upon sixty days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such sixty day period. City may terminate this Agreement for convenience at any time, in which event Vendor shall be compensated in accordance with the terms hereof for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

18. SEVERABILITY


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

IN WITNESS WHEREOF, City and Automated Maintenance Services, Inc. have caused this Agreement to be duly executed as of the date first above written.

CITY OF FARGO

AUTOMATED MAINTENANCE SERVICES, INC.

BY _____
Dr. Timothy J. Mahoney, Mayor

BY 
Tom Greuf

DATE: _____

DATE: 12/19/2023

ATTEST:

BY _____
Steven Sprague, City Auditor

Statement of Work

This Statement of Work is a summary of all services the Vendor is able to provide under the contract. This Statement of Work is not a commitment by the City to issue the vendor any work requests, bids or proposals.

Vendor agrees to provide any of the following scope of services as requested in work requests, awarded bids or awarded request for proposals from the City of Fargo.

BUILDING LOCATION, INFORMATION, AND SCHEDULE

Fargo Cass Public Health: 1240 25th Street South, Fargo, ND 58103

(Contractor may verify space measurements)

- 54,600 sq. feet total
- 34,900 sq. feet of carpet flooring
- 8,500 sq. feet of VCT flooring
- 6,000 sq. feet of porcelain tile flooring
- 900 sq. feet of ceramic tile flooring
- 400 sq. feet of rubber tile flooring
- 2,400 sq. feet of concrete flooring
- 1,500 sq. feet of epoxy flooring

Business Hours: Monday through Friday 7:45AM – 4:30PM

Clinic space evening hours 7:45AM – 6:30PM Monday and Thursday

Cleaning Hours: Between 5:00PM and 7:00AM Monday through Friday, excluding City holidays. Some evening programs may require adjusting cleaning hours.

No Cleaning required on City holidays: New Year's Day, M.L. King Jr. Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day Thanksgiving Day, and Christmas Day.

Vendor must comply with mandated state and federal cleaning standards pertaining to health facilities.

Vendor shall notify facilities of their schedule.

SCOPE OF SERVICES

Daily (Monday through Friday)

All Areas

- Vacuum all carpeting/area rugs/inlaid entryways
- Sweep and Mop/disinfect all hard surface flooring
- Clean and disinfect non-restroom sinks
- Clean and sanitize drinking fountains
- Spot clean glass up to 6 feet high
- Empty all interior/exterior trash cans and place in outside dumpster, reline with appropriate liners provided by the City
- Empty all recycle containers and dispose of properly
- Bring city provided containers to designated pick up area on recycling days
- Disinfect all high traffic knobs, buttons, and surfaces

- Dust/wipe down all horizontal surfaces; *Note: Employees will be responsible for wiping down their individual workstation surfaces. However, employees may opt to clear their work surfaces entirely and leave a note for the custodial crew requesting they be cleaned*
- Clean all stairways and entryways

Lunch/Break Rooms

- Clean Floors
- Clean all counters/tabletops/chairs/sinks; *Note: If any item is left in the sink, do not clean that sink.*
- Wipe down exterior surfaces of all appliances; *Note: Contractor is not responsible for cleaning the **inside** of fridges, stoves, microwaves, coffee machines, toasters, etc.*

Restrooms

- Clean and disinfect toilets
- Clean mirrors, sinks, counters, and baby changing stations
- Clean and disinfect floors
- Wipe down partition walls
- Wipe down light switch plates/doorknobs
- Empty trash cans, diaper disposal units, and feminine napkin dispensers. Replace with appropriate liners provided by the city
- Restock/refill all products (paper towels, toilet paper, soaps, lotions, baby-change paper etc.)

Weekly

- Perform high dusting in all areas

Bi-Weekly

- Edge-clean all carpet

Monthly

- Detail Edges of hard surface flooring and coving
- Dust, clean, vacuum chairs, chair legs, table legs and bases

Quarterly

- Dust/clean/wash air vents
- Clean light fixtures within 60 feet of entryways for bugs

Semi-Annually

- Dust window treatments (blinds/shades etc.) between April and October *Note: Submit anticipated dates 14 days in advance of this service to facilities*
- Clean all glass internal and external two times per year. Once between April-May, and once between October-November. *Note: Submit anticipated dates 14 days in advance of this service to facilities*
- Shampoo all carpeting two times per year. Once between October-November, and once between April or May *Note: Submit anticipated dates 14 days in advance of this service to facilities*
- Maintain hard surface flooring according to recommendations for type of floor. Includes edging, machine scrubbing, grout cleaning, re-waxing, applying sealants, etc. *Note: Submit anticipated dates 14 days in advance of this service to facilities*
- Vacuum ceiling vents in Restrooms

Yearly

- Strip and refinish hard surface flooring in accordance with manufacturers recommendations
Note: Submit anticipated dates 14 days in advance of this service to facilities
- Shampoo upholstered furniture. Apply a non-water-based fabric protector. April or May *Note: Submit anticipated dates 14 days in advance of this service to facilities*

As needed

- Clean chair mats and trash receptacles
- Clean desk side trash/recycle cans
- Report any lights out, non-working electrical outlets, plumbing issues, heating/cooling concerns etc. to facilities
- Notify facilities of any plumbing issues, items needing repair, or if the sharps container is full

At end of each shift, shut off designated lights, secure designated doors, and ensure no exterior windows are open.

CLEANING SUPPLIES AND EQUIPMENT

The City of Fargo will provide the following supplies:

- Hand soap
- Hand sanitizers
- Garbage liners
- Urinal screens
- Urinal mats
- Baby changing liners
- Paper products

The contractor shall provide all the necessary cleaning supplies and equipment to clean and keep clean all portions of the building.

The City of Fargo shall provide, without cost to contractor, a janitorial closet for storage of equipment and supplies.

Contractor shall maintain janitorial closets in a neat and professional manner. Keep well stocked.

Rate Sheet

Automated Maintenance Services, Inc.

Monthly price, yearly price, and a three (3) year contract total price

- Year 1 January 1, 2024-December 31, 2024 \$12,052.50 monthly \$144,630.00 yearly
- Year 2 January 1, 2025-December 31, 2025 \$12,414.08 monthly \$148,969.00 yearly
- Year 3 January 1, 2026-December 31, 2026 \$12,786.50 monthly \$153,438.00 yearly
- 3 year total = \$447,037.00

Billing is to be submitted monthly on the last scheduled cleaning day of that month. City of Fargo will remit payment within 30 days of receipt of invoice. Please include reference number RFP24020 on monthly invoice.

Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: December 20, 2023
Re: Bid Award and Contract for RFP24021 – Cleaning Services at the Downtown Library

Dear Commissioners:

Proposals were received and reviewed on December 18, 2023 in response to an RFP that was issued by the Facilities Management department for cleaning services at the downtown library at 101 4th Street North, Fargo, ND 58102. Four proposals were received:

1. Osgood Cleaning Services, LLC
2. Select Pro Cleaning
3. Automated Maintenance Services Inc.
4. ServiceMaster by Moline

The proposals were evaluated based on the following criteria:

- Qualifications and Experience
- Price
- References

After evaluation, we recommend Osgood Cleaning Services, LLC as the contractor for this service in the amount of \$266,400 for 3 years of service starting January 1, 2024. The contract has been reviewed by the City Attorney.

Recommended Action:

Move to approve bid award and 3 year contract to Osgood Cleaning Services, LLC for cleaning services at the downtown library.

Cleaning Services Evaluation RFP24021 Downtown Library

Vendor	Qualifications & Experience (50)	Schedule of Fees (30)	References (20)	Total Score (100)
Select Pro Cleaning	50	25	20	95
Osgood Cleaning Services, LLC	50	30	20	100
Service Master by Moline	50	20	20	90
Automated Maintenance Services, Inc.	50	15	20	85

**Agreement Between
City of Fargo
And Osgood Cleaning Services LLC**

This Agreement (the "Agreement," which includes all attached schedules), effective January 1, 2024 ("Effective Date"), is entered into by and between Osgood Cleaning Services LLC (the "Vendor"), having a principal place of business at 3155 Bluestem Drive, West Fargo, ND 58078, and City of Fargo (the "City"), a North Dakota municipal corporation, having a principal place of business at 225 4th Street North, Fargo, North Dakota 58102 (each a "Party" and collectively, the "Parties").

1. TERM

The term of this Agreement will be (3) three years from the Effective Date. The City of Fargo reserves the right to execute the option to automatically renew for a successive period of two (2) years. If the contract is extended, the City of Fargo reserves the right to renegotiate price and terms, provided that such negotiated price and terms fall within the original scope of work for this proposal. Such changes will be documented by amendment to the contract

2. STATEMENT OF WORK

A Summary of all services the Vendor is able to provide under this Agreement is described in the Statement of Work form ("Statement of Work") attached hereto as Attachment A. Vendor hereby agrees to complete work pursuant to a work request, awarded bid, and/or awarded proposal. Neither this Agreement nor the Statement of Work is a commitment by the City to issue the vendor any work requests, bids or proposals. The work request, Request for Bid (RFB) or Request for Proposal (RFP) shall describe the specific scope of services for a particular project. Any services provided by the Vendor under this agreement are referred to as "Services."

3. MATERIALS

Vendor shall furnish all materials, supplies, tools, equipment, and transportation required to provide services or deliverables required under Statements of Work. Vendor shall provide all available material safety data sheets for City approval prior to use of materials.

4. LIEN WAIVER

Vendor shall submit its lien waivers and obtain and submit lien waivers from all subcontractors and material suppliers with invoices Vendor submits to City. City's obligation to pay invoices will be contingent upon receipt of applicable lien waivers.

5. COMPENSATION

Negotiated Rate Sheet ("Rate Sheet") for the current Agreement is attached as Attachment B. Vendor shall not charge and the City will not pay for any services performed without a work request, awarded bid or awarded proposal. Except as otherwise provided, undisputed invoices

shall be payable within 30 calendar days after the receipt of the invoice. Invoices shall be e-mailed to FinanceAPAR@FargoND.gov.

6. OWNERSHIP OF DOCUMENTS

Vendor's work product reimbursed by the City, including all data, documents, results, ideas, developments and inventions that Vendor conceives or uses during the course of its performance under this Agreement shall be the City's property, unless otherwise agreed.

7. INDEPENDENT CONTRACTOR

The relationship between the Parties shall, within the context of this Agreement, be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. The Vendor shall, at all times during the term of this Agreement, perform the duties and responsibilities herein. Neither Party is an agent of the other Party and is not authorized to make any representation contract, or contract commitment on behalf of the other Party.

8. NO CONFLICTS OF INTEREST

Vendor must disclose any actual, apparent, or potential Conflict of Interest to the City prior to execution of this Agreement if a conflict of interest arises or appear to arise during the term of this Agreement, contractor agrees to abide by any reasonable mitigation plan developed with or by the City. "Conflict of Interest" means any activity, interest, or relationship of Vendor or any of its officers, directors, affiliates, or principals that may compromise that person's ability to render impartial assistance or advice to the City or that may give rise to legal or reputational concerns or any competitive advantage unfair to the City.

9. CONFIDENTIALITY

The Vendor agrees to not, directly or indirectly, disclose, make known, divulge, publish, or communicate any confidential information to any person, firm, or corporation without consent unless that disclosure is authorized under North Dakota law.

10. INSURANCE

a. Vendor will obtain and maintain the following insurance coverage, naming the City of Fargo as an additional insured, via commercial insurance:

i. Commercial General Liability covering bodily injury and tangible property damage liability with a limit of not less than U.S. \$1,000,000 each occurrence.

ii. Workers' Compensation (or maintenance of a legally permitted and government-approved program of self-insurance) covering Vendor Personnel pursuant to applicable state workers' compensation laws for work-related injuries suffered by Vendor's Personnel, if Vendor employs Personnel;

iii. Employer's Liability with limits of not less than U.S. \$1,000,000 per accident;

v. Automobile Liability with \$2,000,000 combined single limit per occurrence, for bodily injury and property damage combined covering owned, if Vendor owns any

vehicles, non-owned, and hired vehicles, if Vendor brings vehicles on the City's premises or uses vehicles in the performance of services.

vi. Limits for Commercial General Liability and Automobile Liability may be provided through a combination of primary and umbrella coverage; and

b. Vendor shall provide the City with evidence of the foregoing coverage before providing any services.

c. Vendor shall notify the City 30 days prior to cancellation or reduction in limits of any insurance required hereunder.

11. INDEMNIFICATION

Vendor agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, Vendor error, mistake, negligence, or other fault of the Vendor, any subcontractor of the Vendor, or any officer, employee, representative, or agent of the Vendor or of any subcontractor of the Vendor, or which arises out of any workmen's compensation claim of any employee of the Vendor or of any employee of any subcontractor of the Vendor. The Vendor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Vendor, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands.

12. FORCE MAJEURE

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

13. DISPUTE RESOLUTION

Vendor and the City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the Parties from pursuing litigation in the appropriate State or Federal court, located in Cass County, North Dakota

14. GOVERNING LAW

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

15. ENTIRE AGREEMENT

The terms and conditions set forth herein and any Exhibit referenced herein constitute the entire understanding of the parties relating to the provision of services by Vendor to City and shall be incorporated in all Statements of Work unless otherwise so stated therein. This Agreement may be amended only by a written instrument signed by both parties.

16. ASSIGNMENT

This Agreement may not be assigned by Vendor or City without the prior written consent of the other party.

17. TERMINATION

This Agreement may be terminated by either party upon sixty days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such sixty day period. City may terminate this Agreement for convenience at any time, in which event Vendor shall be compensated in accordance with the terms hereof for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

18. SEVERABILITY

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

IN WITNESS WHEREOF, City and Osgood Cleaning Services, LLC have caused this Agreement to be duly executed as of the date first above written.

CITY OF FARGO

OSGOOD CLEANING SERVICES LLC

BY _____
Dr. Timothy J. Mahoney, Mayor

BY  _____
A. Chari for Osgood Cleaning LLC

DATE: _____

DATE: 12/19/2023

ATTEST:

BY _____
Steven Sprague, City Auditor

Statement of Work

This Statement of Work is a summary of all services the Vendor is able to provide under the contract. This Statement of Work is not a commitment by the City to issue the vendor any work requests, bids or proposals.

Vendor agrees to provide any of the following scope of services as requested in work requests, awarded bids or awarded request for proposals from the City of Fargo.

BUILDING LOCATION, INFORMATION, AND SCHEDULE

Downtown Main Library: 102 3rd Street North, Fargo, ND 58102

(Contractor may verify space measurements)

- 48,400 sq. feet total
- 39,200 sq. feet of carpet flooring
- 4,500 sq. feet of terrazzo flooring
- 1,260 sq. feet of ceramic tile flooring
- 1,800 sq. feet of concrete flooring
- 1,070 sq. feet of resilient flooring
- 230 sq. feet of quarry flooring
- 300 sq. feet of inlaid matt flooring

Business Hours:

Monday - Thursday	9:00AM – 8:00PM
Friday	11:00AM – 6:00PM
Saturday	9:00AM – 6:00PM
Sunday	1:00PM – 6:00PM Labor Day through Memorial Day

Cleaning Hours: Between PM closing and 7:00AM Monday through Sunday. This facility requires cleaning 7 days per week with exception to Sundays between Memorial Day and Labor Day. Due to high traffic volume, Vendor shall provide 2 hours of additional cleaning Monday through Friday (5 days per week) between 11:00AM and 3:00PM, and 1 hour of additional cleaning Saturday and Sunday between 2:00PM and 4:00PM. Specific cleaning during these hours are to clean (sweep/mop) the main corridor, and touch up/restock the four main restrooms.

No Cleaning required on City holidays: New Year's Day, M.L. King Jr. Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day Thanksgiving Day, and Christmas Day. No Cleaning required on Sundays between Memorial Day and Labor Day.

Contractor shall notify facilities of their schedule.

SCOPE OF SERVICES**Daily (Monday through Friday)****All Areas**

- Vacuum all carpeting/area rugs/inlaid entryways
- Sweep and Mop/disinfect all hard surface flooring
- Clean and disinfect non-restroom sinks
- Clean and sanitize drinking fountains
- Spot clean glass up to 6 feet high
- Empty all interior/exterior trash cans and place in outside dumpster, reline with appropriate liners provided by the City
- Empty all recycle containers and dispose of properly
- Bring city provided containers to designated pick up area on recycling days
- Disinfect all high traffic knobs, buttons, and surfaces
- Dust/wipe down all horizontal surfaces; *Note: Employees will be responsible for wiping down their individual workstation surfaces. However, employees may opt to clear their work surfaces entirely and leave a note for the custodial crew requesting they be cleaned*
- Clean all stairways and entryways

Lunch/Break Rooms

- Clean Floors
- Clean all counters/tabletops/chairs/sinks; *Note: If any item is left in the sink, do not clean that sink.*
- Wipe down exterior surfaces of all appliances; *Note: Contractor is not responsible for cleaning the **inside** of fridges, stoves, microwaves, coffee machines, toasters, etc.*

Restrooms

- Clean and disinfect toilets
- Clean mirrors, sinks, counters, and baby changing stations
- Clean and disinfect floors
- Wipe down partition walls
- Wipe down light switch plates/doorknobs
- Empty trash cans, diaper disposal units, and feminine napkin dispensers. Replace with appropriate liners provided by the city
- Restock/refill all products (paper towels, toilet paper, soaps, lotions, baby-change paper etc.)

Weekly

- Perform high dusting in all areas

Bi-Weekly

- Edge-clean all carpet

Monthly

- Detail Edges of hard surface flooring and coving
- Dust, clean, vacuum chairs, chair legs, table legs and bases

Quarterly

- Dust/clean/wash air vents
- Clean light fixtures within 60 feet of entryways for bugs

Semi-Annually

- Dust window treatments (blinds/shades etc.) between April and October Note: *Submit anticipated dates 14 days in advance of this service to facilities*
- Clean all glass internal and external two times per year. Once between April-May, and once between October-November. Note: *Submit anticipated dates 14 days in advance of this service to facilities*
- Shampoo all carpeting two times per year. Once between October-November, and once between April or May Note: *Submit anticipated dates 14 days in advance of this service to facilities*
- Maintain hard surface flooring according to recommendations for type of floor. Includes edging, machine scrubbing, grout cleaning, re-waxing, applying sealants, etc. Note: *Submit anticipated dates 14 days in advance of this service to facilities*
- Vacuum ceiling vents in Restrooms

Yearly

- Strip and refinish hard surface flooring in accordance with manufacturers recommendations Note: *Submit anticipated dates 14 days in advance of this service to facilities*
- Shampoo upholstered furniture. Apply a non-water-based fabric protector. April or May Note: *Submit anticipated dates 14 days in advance of this service to facilities*

As needed

- Clean chair mats and trash receptacles
- Clean desk side trash/recycle cans
- Report any lights out, non-working electrical outlets, plumbing issues, heating/cooling concerns etc. to facilities
- Notify facilities of any plumbing issues, items needing repair, or if the sharps container is full

At end of each shift, shut off designated lights, secure designated doors, and ensure no exterior windows are open.

CLEANING SUPPLIES AND EQUIPMENT

The City of Fargo will provide the following supplies:

- Hand soap
- Hand sanitizers
- Garbage liners
- Urinal screens
- Urinal mats
- Baby changing liners
- Paper products

The contractor shall provide all the necessary cleaning supplies and equipment to clean and keep clean all portions of the building.

The City of Fargo shall provide, without cost to contractor, a janitorial closet for storage of equipment and supplies.

Contractor shall maintain janitorial closets in a neat and professional manner. Keep well stocked.

Rate Sheet

Osgood Cleaning Services, LLC

Monthly price, yearly price, and a three (3) year contract total price

- Year 1 January 1, 2024-December 31, 2024 \$7,400.00 monthly \$88,800.00 yearly
- Year 2 January 1, 2025-December 31, 2025 \$7,400.00 monthly \$88,800.00 yearly
- Year 3 January 1, 2026-December 31, 2026 \$7,400.00 monthly \$88,800.00 yearly
- 3 year total = \$266,400.00

Billing is to be submitted monthly on the last scheduled cleaning day of that month. City of Fargo will remit payment within 30 days of receipt of invoice. Please include reference number RFP24021 on monthly invoice.

22

Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: December 20, 2023
Re: Approve the Master Service Agreement for Engineering/Architectural Services (RFP24011)

Dear Commissioners:

Facilities Management published a Request for Qualifications (RFQ) for Engineering and Architectural Services on October 5, 2023. Submissions were opened November 3, 2023. The responses were rated using the criteria stated in the RFQ. Fourteen firms were selected and then approved by the Commission to proceed with Master Service Agreements (MSA).

Facilities Management is requesting the Commission's approval of the attached MSA contract which has been received.

- JLG Architects

Recommended Action:

Move to approve the Master Service Agreement with JLG Architects.

**Master Services Agreement
Between
City of Fargo
and JLG Architects
RFP24011**

This Master Services Agreement (the "Agreement," which includes all attached schedules), effective December 15, 2023 ("Effective Date"), is entered into by and between JLG Architects (the "Vendor"), having a principal place of business at 214 Broadway, Fargo, ND 58102, and City of Fargo (the "City"), a North Dakota municipal corporation, having a principal place of business at 225 4th Street North, Fargo, North Dakota 58102 (each a "Party" and collectively, the "Parties").

1. TERM

The term of this Agreement will be (3) three years from the Effective Date, with (2) optional one-year extensions.

2. STATEMENT OF WORK

A Summary of all services the Vendor is able to provide under this Agreement is described in the Statement of Work form ("Statement of Work") attached hereto as Attachment A. Vendor hereby agrees to complete work pursuant to a work request, awarded bid, and/or awarded proposal. Neither this Agreement nor the Statement of Work is a commitment by the City to issue the Vendor any work requests, bids or proposals. The work request, Request for Bid (RFB) or Request for Proposal (RFP) shall describe the specific scope of services for a particular project. Any services provided by the Vendor under this Agreement are referred to as "Services."

3. MATERIALS

Vendor shall furnish all materials, supplies, tools, equipment, and transportation required to provide services or deliverables required under Statements of Work. Vendor shall provide all available material safety data sheets for City approval prior to use of materials.

4. LIEN WAIVER

Vendor shall submit its lien waivers and obtain and submit lien waivers from all subcontractors, and material suppliers with invoices Vendor submits to City. City's obligation to pay invoices will be contingent upon receipt of applicable lien waivers.

5. COMPENSATION

The Parties shall negotiate rates annually. Negotiated Rate Sheet ("Rate Sheet") for the current Agreement year is attached as Attachment B. If a new rate sheet is not negotiated by December 31 for the current Agreement year, the Rate Sheet shall carry forward for the next year. Vendor shall not charge and the City will not pay for any services performed without a work request, awarded bid or awarded proposal. Except as otherwise provided, undisputed invoices shall be payable within 30 calendar days after the receipt of the invoice. Invoices shall be e-mailed to FinanceAPAR@FargoND.gov.

6. OWNERSHIP OF DOCUMENTS

Vendor's work product reimbursed by the City, including all data, documents, results, ideas, developments and inventions that Vendor conceives or uses during the course of its performance under this Agreement shall be the City's property, unless otherwise agreed.

7. INDEPENDENT CONTRACTOR

The relationship between the Parties shall, within the context of this Agreement, be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. The Vendor shall, at all times during the term of this Agreement, perform the duties and responsibilities herein. Neither Party is an agent of the other Party and is not authorized to make any representation contract, or contract commitment on behalf of the other Party.

8. NO CONFLICTS OF INTEREST

Vendor must disclose any actual, apparent, or potential Conflict of Interest to the City prior to execution of this Agreement if a conflict of interest arises or appear to arise during the term of this Agreement, contractor agrees to abide by any reasonable mitigation plan developed with or by the City. "Conflict of Interest" means any activity, interest, or relationship of Vendor or any of its officers, directors, affiliates, or principals that may compromise that person's ability to render impartial assistance or advice to the City or that may give rise to legal or reputational concerns or any competitive advantage unfair to the City.

9. CONFIDENTIALITY

The Vendor agrees to not, directly or indirectly, disclose, make known, divulge, publish, or communicate any confidential information to any person, firm, or corporation without consent unless that disclosure is authorized under North Dakota law.

10. INSURANCE

a. Vendor will obtain and maintain the following insurance coverage, naming the City of Fargo as an additional insured, via commercial insurance:

i. Commercial General Liability covering bodily injury and tangible property damage liability with a limit of not less than U.S. \$2,000,000 each occurrence, \$5,000,000 aggregate.

ii. Workers' Compensation (or maintenance of a legally permitted and government-approved program of self-insurance) covering Vendor Personnel pursuant to applicable state workers' compensation laws for work-related injuries suffered by Vendor's Personnel, if Vendor employs Personnel;

iii. Employer's Liability with limits of not less than U.S. \$1,000,000 per accident;

iv. Professional Liability/Errors and Omissions Liability covering damages arising out of negligent acts, errors, or omissions committed by Vendor or Vendor's Personnel in the performance of services with a liability limit of not less than U.S. \$2,000,000 per claim.

v. Automobile Liability with \$2,000,000 combined single limit per occurrence, for bodily injury and property damage combined covering owned, if Vendor owns any vehicles, non-owned, and hired vehicles, if Vendor brings vehicles on the City's premises or uses vehicles in the performance of services.

vi. Limits for Commercial General Liability and Automobile Liability may be provided through a combination of primary and umbrella coverage; and

b. Vendor shall provide the City with evidence of the foregoing coverage before providing any services.

c. Vendor shall notify the City 30 days prior to cancellation or reduction in limits of any insurance required hereunder.

11. INDEMNIFICATION

Vendor agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, Vendor error, mistake, negligence, or other fault of the Vendor, any subcontractor of the Vendor, or any officer, employee, representative, or agent of the Vendor or of any subcontractor of the Vendor, or which arises out of any workmen's compensation claim of any employee of the Vendor or of any employee of any subcontractor of the Vendor. The Vendor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Vendor, or at the option of the City, agrees to pay the City or

reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. The Vendor does not agree to defend, indemnify, or hold harmless the City of the City's own actions, omissions or negligence.

12. FORCE MAJEURE

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

13. DISPUTE RESOLUTION

Vendor and the City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the Parties from pursuing litigation in the appropriate State or Federal court, located in Cass County, North Dakota

14. GOVERNING LAW

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

15. ENTIRE AGREEMENT

The terms and conditions set forth herein and any Attachment referenced herein constitute the entire understanding of the Parties relating to the provision of services by Vendor to City and shall be incorporated in all Statements of Work unless otherwise so stated therein. This Agreement may be amended only by a written instrument signed by both Parties.

16. ASSIGNMENT

This Agreement may not be assigned by Vendor or City without the prior written consent of the other Party.

17. TERMINATION

This Agreement may be terminated by either Party upon seven days written notice should the other Party fail to perform in accordance with the terms hereof, provided such failure is not cured within such seven day period. City may terminate this Agreement for convenience at any time, in which event Vendor shall be compensated in accordance with the terms hereof for Services

performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

18. SEVERABILITY

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

IN WITNESS WHEREOF, City and JLG Architects have caused this Agreement to be duly executed as of the date first above written.

CITY OF FARGO

JLG Architects

BY _____
Dr. Timothy J. Mahoney, Mayor

BY Robert J Remark
Robert J Remark

DATE: _____

DATE: 12/14/2023

ATTEST:

BY _____
Steven Sprague, City Auditor



Statement of Work

This Statement of Work is a summary of all services the Vendor is able to provide under the Master Services Agreement. This Statement of Work is not a commitment by the City to issue the Vendor any work requests, bids or proposals.

Vendor agrees to provide any of the following Services as requested in work requests, awarded bids or awarded requests for proposals from the City.

Professional Services:

- Design Development
 - Construction Documents
 - Construction & Contract Administration
 - Construction Management
 - Record Drawings
 - Building Specification
 - Project Management
 - Master Planning
 - Drafting & Design
 - Specialty Services
 - Branding, Graphics & Wayfinding
 - Interiors & FF&E
 - Workplace Design
 - Cost Estimating
 - Visualization
 - Community Engagement
 - Conditions Assessment
-

Rate Sheet

The Rates below are valid beginning December 15, 2023. Rates may be renegotiated at the request of either Party annually. If new Rates are not negotiated by December 31 of the year, the Rates shall carry forward for the next year of the Agreement.

Rates for projects outside of the scope of this Agreement will be negotiated separately.

Rates:

Title	Hourly Rate	Title	Hourly Rate
Principal Architect	\$265	Interior Designer - Senior	\$190
Project Architect — Senior	\$245	Interior Designer III	\$160
Project Architect II	\$190	Construction Services — Senior	\$245
Project Architect I	\$160	Construction Services III	\$190
Project Manager - Senior	\$245	Technical Assistant - Senior	\$250
Project Manager	\$190	Technical Assistant III	\$190
Project Designer - Senior	\$245	Technical Assistant II	\$160
Project Designer III	\$245	Project Assistant	\$110
Project Designer I	\$130	Project Associate	\$110
Job Captain	\$130	Student Intern	\$75



23

December 14, 2023

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

Commissioners:

The Fargo Dome Authority requests your approval of the Tenth Amended Lease Agreement between North Dakota State University and Fargo Dome Authority. The agreement has a one year term running through June 30, 2024, and was negotiated by representatives from the Fargo Dome Authority, FARGODOME management and North Dakota State University.

The Fargo Dome Authority approved this agreement at their regularly scheduled meeting on December 13, 2023.

Requested Motion: To approve the Tenth Amended Lease Agreement between the Fargo Dome Authority and North Dakota State University as presented.

Thank you for your consideration of this matter.

Respectfully Submitted,

Rob Sobolik
General Manager, FARGODOME

Attachment

**TENTH AMENDED
LEASE AGREEMENT
NORTH DAKOTA STATE UNIVERSITY
FARGO DOME AUTHORITY**

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**TENTH AMENDED
LEASE AGREEMENT
NORTH DAKOTA STATE UNIVERSITY
FARGO DOME AUTHORITY**

THIS LEASE AGREEMENT (hereinafter, this “Agreement”), is dated and effective as of this the 1st day of July, 2023, by and between the City of Fargo, a municipal corporation of the State of North Dakota, acting by and through its Fargo Dome Authority (hereinafter, “Authority”), a duly constituted authority existing under and by virtue of Ordinance Nos. 2437, 2506 and 2510 of the City of Fargo, North Dakota, and the North Dakota State Board of Higher Education and North Dakota State University (hereinafter, “NDSU”).

WHEREAS, the State Board of Higher Education of the State of North Dakota and NDSU leased certain real property to the City of Fargo for a period of ninety-nine (99) years by a Lease Agreement dated December 15, 1989 (the “Ground Lease”) for the purpose of constructing and operating the FARGODOME (hereinafter the “Dome”); and

WHEREAS, the terms of the Ground Lease were intended to adequately compensate NDSU for the use of such land, without jeopardizing the financial success of the Dome, and commit NDSU to substantial use of the completed Dome; and

WHEREAS, the Authority and NDSU entered into a Lease Agreement dated July 1, 1993, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing Section V, Numbers 2 and 3 of the Ground Lease (the “First Operating Lease”); and

WHEREAS, the Authority and NDSU entered into a Second Amended Lease Agreement dated July 1, 1998, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the First Operating Lease (the “Second Operating Lease”); and

WHEREAS, the Authority and NDSU entered into a Third Amended Lease Agreement dated July 1, 2002, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Second Operating Lease (the “Third Operating Lease”); and

WHEREAS, the Authority and NDSU entered into a Fourth Amended Lease Agreement dated July 1, 2007, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Third Operating Lease (the “Fourth Operating Lease”); and

WHEREAS, the Authority and NDSU entered into a Fifth Amended Lease Agreement dated July 1, 2012, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Fourth Operating Lease (the “Fifth Operating Lease”); and

WHEREAS, the Authority and NDSU entered into a Sixth Amended Lease Agreement dated July 1, 2017, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Fifth Operating Lease (the “Sixth Operating Lease”); and

WHEREAS, the Authority and NDSU, entered into a Seventh Amended Lease Agreement dated July 1, 2020, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Sixth Operating Lease (the “Seventh Operating Lease”); and

WHEREAS, the Authority and NDSU, entered into an Eighth Amended Lease Agreement dated July 1, 2021, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Seventh Operating Lease (the “Eighth Operating Lease”); and

WHEREAS, the Authority and NDSU, entered into a Ninth Amended Lease Agreement dated July 1, 2022, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Seventh Operating Lease (the “Ninth Operating Lease”); and

WHEREAS, NDSU and the Authority have reached an agreement on certain disputed amounts claimed by NDSU under Section VI(3) of the Ground Lease; and

WHEREAS, the Authority and NDSU desire to modify their agreement for the use of the Dome by NDSU, to further modify the Ground Lease and to reflect the resolution of all disputed amounts as provided in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Authority and NDSU do hereby agree that this Agreement and the following terms and conditions shall serve to replace the Ninth Amended Lease, provided; however, that the repeal of Section IV(3) and replacement of Section V, 2 and 3 of the Ground Lease remain as an integral part of this Tenth Amended Lease. Furthermore, the repeal of Section IV(3) of the Ground Lease as referenced in the Third Amended Lease and the reduced rates for the Sponsorship Package referred to in Section 5.A., remain as being, and are, in full settlement and release by NDSU of all disputed amounts claimed by NDSU. All other provisions of the Ground Lease, unless inconsistent with this Agreement, shall remain in full force and effect. If the provisions of the Ground Lease and this Agreement conflict, the provisions of this Agreement shall control.

1. DEFINITIONS.

“Football set-up” (*Exhibit A*) shall be defined as the entire main floor area, including the permanent seating as specified in Exhibit A and the DOME ticketing manifest, meeting rooms 201-204, the public area of the concourse, two temporary concourse level novelty stands, the area of the east press boxes necessary for the media to

cover the event, the east side home team locker rooms and the west side visiting team locker rooms and star dressing rooms.

“Basketball set-up” (*Exhibit B*) shall be defined as the north end of the main arena floor set up in the basketball configuration with the seating as specified in Exhibit B. This configuration also includes DOME ticketing manifest for basketball, meeting rooms 201-204, the north end concourse public areas, a temporary north end novelty stand, the west side visiting team locker room and the east side home team locker room, if needed.

“Speaker set-up” (*Exhibit C*) shall be defined as the south end of the main floor, set up in the Arena Concert Configuration with the permanent seating as specified in Exhibit C, with the number of portable floor chairs and their location to be mutually agreed upon and meeting rooms 201-204.

“Other set-ups” shall be defined as any set-ups or arrangements not herein described as shall be mutually agreed upon by both the Authority and NDSU.

“Lease Year” shall be defined as a consecutive twelve (12) month period beginning on July 1 and ending on June 30.

“Non-revenue events” shall be defined as NDSU events where no admission is charged, no fee is taken or no collection is made from event patrons. Examples of eligible non-revenue NDSU events include commencement exercises, student orientation, homecoming celebrations, alumni functions or other types of events which are mutually agreed upon.

“Total Event Days” shall be defined as the sum of Priority Dates, Non-Priority Scheduled Events, and Non-Priority Non-Football Athletic Practices.

“Advertising Inventory” means the proposed agreements with advertisers at the FARGODOME.

“Suite Inventory” means the proposed annual agreements with suiteholders for any of the private suites at FARGODOME;

“Advertising and Suite Revenue” means for each Contract Year, all payments made in cash with respect to the Advertising Inventory, except the following:

- (a) Payment for naming rights to FARGODOME sold by the Authority;
- (b) Payment received from an entity for “branding or naming” rights for a specific FARGODOME event configuration used for the performance of certain events, excluding NDSU football games, i.e. “Gate City Bank Theatre”;
- (c) Payments made for the event rental of any suites not currently under an annual lease contract, or the sub-lease of a suite as provided

for in an existing suiteholder agreement between the Authority and suiteholder;

- (d) Payments for printed advertising in FARGODOME bathrooms;
- (e) Payments for printed advertising in event programs;
- (f) Payments with respect to advertising in any new or expanded facility adjacent to FARGODOME and related parking facilities;
- (g) Sponsorships of co-promoted events at FARGODOME, such as “Happy Harry’s Ribfest”.

“*Direct Costs*” means, for each Contract Year, all expenses incurred by FARGODOME in connection with the sale of the Advertising Inventory and the Suite Inventory and the operation and maintenance of the Display Equipment including, but not limited to (i) service contracts, (ii) repair and maintenance expenses, (iii) fees and commissions paid to any third party sales consultant, (iv) costs incurred in fulfilling any advertising or suite contract, and (v) other mutually agreed upon expenses; but excluding general allocated administrative expenses.

“*Display Equipment*” means (i) the arena end board LED display panels, (ii) the arena corner LED display panels, (iii) the arena vomitory LED display panels, (iv) the concourse, lobby and restroom television and video displays, (v) the outdoor marquee, (vi) related equipment and software; and (vii) any replacements or additions made by the Authority from time to time.

“*City*” means the City of Fargo, a North Dakota municipal corporation.

2. **LEASED AREA.** The Authority hereby grants NDSU the right to occupy and use only the areas of the DOME for the various events as defined in Section 1 above. NDSU’s use of the DOME for any configurations not covered herein shall be defined and mutually agreed to by NDSU and the Authority. No other areas shall be occupied by NDSU except as is provided in the Lease – Locker Room Project—Fargodome/NDSU dated October 10, 2005, as amended by the Supplement to Lease (Locker Room Project—Fargodome/NDSU) dated May 22, 2006, as the same may be amended or further supplemented from time to time, or unless authorized in writing. The Authority reserves the sole right to rent or use all areas of the DOME not assigned herein to NDSU during the Lease Period. The Authority shall inform NDSU when the Authority plans to use, uses or leases other areas of the DOME during the Lease Period.

3. **LEASE PERIOD.** The Lease Period for each of the primary types of usage shall be as follows:

A. ***Athletic events.*** A period of time beginning no more than four (4) hours before the starting time of the event and ending two (2) hours after the ending time of the event, unless additional time period are mutually agreed upon in writing. NDSU shall have use of the DOME beginning at 8:00 a.m. on days of football games, provided that the start of NDSU’s use of the DOME on days of football games is subject to change based on the time that the turf and football

field equipment is installed and ready. The Authority may, with the consent of NDSU, lease all or a portion of the Leased Area to another party during the Lease Period and the Authority shall pay NDSU twenty-five percent (25%) of the rent received.

B. *Speakers/Graduations.* A period of time beginning no more than four (4) hours before the starting time of the event and ending one (1) hour after the ending time of the event unless additional time periods are mutually agreed upon in writing.

NDSU's use of the DOME in excess of the times stated above shall only be allowed if the Authority has the time available. Such time used in excess of the times stated above may result in NDSU paying an overtime charge.

The Lease Period for any other type of usage shall be defined and mutually agreed to by NDSU and the Authority.

4. TERM. NDSU shall have the right to rent the DOME for a maximum of fifty-five (55) Total Event Days per Lease Year during the one (1) year period beginning July 1, 2023, and ending on June 30, 2024. Unless earlier terminated, this Agreement shall expire on June 30, 2024, unless extended in writing by the parties.

5. RENT AND REVENUE SHARING. NDSU agrees to pay the Authority for use of the DOME during the term of this Agreement the following annual rental fees:

July 1, 2023 - June 30, 2024 \$165,000

These rental fees shall be paid to the Authority in ten (10) equal monthly installments, on or before the 15th of each month in the month it is due from September to June of each Lease Year.

A. *Sponsorship Package.* NDSU shall sponsor a scoreboard, video and suite package (Suite is in Section 34, East side of the DOME), the terms and conditions of which are set forth in the Fargodome Signage Advertising Agreement between NDSU and the Authority dated July 1, 2023. The amounts payable under the Fargodome Signage Advertising Agreement are intended to be as full settlement and release by NDSU of the disputed amounts owed by the City of Fargo as supplementary rent pursuant to Subsection IV(3) of the Ground Lease, which Subsection is hereby repealed.

B. *Advertising and Suite Revenue.* The Authority and NDSU hereby agree to jointly and cooperatively market and sell the Advertising Inventory and Suite Inventory. FARGODOME will take the lead role in servicing the Advertising

Inventory and Suite Inventory and the NDSU Athletic Department will assist in servicing the Advertising Inventory and Suite Inventory as needed and required.

The Authority shall be solely responsible for the payment of all costs incurred in connection with the planning, designing, acquisition, installation, operation and maintenance of the Display Equipment. NDSU shall have no right, title or interest in the Display Equipment. The Authority shall pay all Direct Costs as and when the same shall become due and payable.

The Authority and NDSU agree that the Advertising and Suite Revenue collected each Contract Year shall be allocated as follows:

- (a) First, to the payment of Direct Costs;
- (b) Any remaining Advertising and Suite Revenue shall be divided 80% to the Authority and 20% to NDSU.

Advertising and Suite Revenues shall be distributed in quarterly installments following the end of each calendar quarter based on Advertising and Suite Revenue and Direct Costs accrued during such quarter with any Contract Year adjustments to be made in the final payment after the end of each Contract year. In the event the Direct Costs exceed the Advertising and Suite Revenue during any Contract Year, the Authority and the City shall be solely responsible for the payment of such Direct Costs. Any such deficit shall be carried forward to subsequent Contract Years and reimbursed, together with interest on the amount advanced, before making any distributions pursuant to subsection (b) above. The Authority shall be responsible for the collection of all Advertising and Suite Revenue and the payment and amortization of all Direct Costs and will provide an accounting to NDSU of such Advertising and Suite Revenues and Direct Costs within one hundred twenty (120) days after the end of each Contract Year.

The Authority and NDSU will mutually determine the final terms and conditions of the Advertising Inventory and Suite Inventory. The Advertising Inventory and Suite Inventory shall be between the Authority and the respective advertiser or suiteholder. NDSU shall incur no rights or liabilities with respect to the Advertising Inventory or Suite Inventory (except for the FARGODOME Signage Advertising Agreement between the Authority and NDSU dated July 1, 2022). For NDSU events, the Authority and NDSU will mutually agree upon the advertising of any brand names in FARGODOME and will mutually review and approve the displays and messages used within FARGODOME. The Authority reserves the right to prohibit the advertising of any brand names in FARGODOME and to review and approve the displays and messages used within FARGODOME for non-NDSU events.

C. Concessions. NDSU shall receive fifteen percent (15%) of the gross receipts, after payment of applicable taxes, from the Authority's sale of

concessions food and beverage items, including the sale of alcohol beverages, at NDSU's events. Concessions revenues shall not include revenues related to suite catering.

The Authority shall prepare a report of the concessions sales on a monthly basis, with said report showing the sales net of applicable taxes and the amount due NDSU. This report must be received by NDSU no later than ten (10) days following the month for which the report applies. Payment to NDSU from these concessions revenues will accompany said monthly report.

(a) Alcohol Sales

- a. The sale of beverages of all kinds in the Leased Area during NDSU events, including alcoholic beverages to the extent they may be legally sold now or thereafter, shall be in accordance with applicable laws, ordinance, rules and regulations. Administrative and operational procedure in the service of alcoholic beverages on the premises of the DOME is established by the Authority and any related alcoholic beverage service policies in place.
- b. With regards to tailgating in FARGODOME parking lots, pursuant to the standards established by a joint task force of NDSU Athletics, the Fargo Police Department, and the DOME, consumption of alcohol during tailgating will be allowed at NDSU football games in accordance with the Rules and Regulations set forth by said task force or as modified by said task force at a future date, in accordance with terms agreeable to task force participants.
- c. Enthusiastic student, alumni, and fan support in the DOME and at pre-game or post-game events is encouraged, but moderation and an attitude of civility is expected. It is expected that all patrons and participants will adhere to the fundamental values of respect, fairness, civility, honesty, and responsible behavior. None of the following will be tolerated by the DOME or NDSU: disruptive fan behavior, public intoxication, illegal activities, or violation of NCAA policy or principles, or DOME policy. Participation in such activity will be reason for immediate ejection from the DOME and/or arrest by the Fargo Police Department. Both parties will be responsible for providing an acceptable atmosphere and will work in a cooperative manner to immediately address improper fan behavior.

D. Parking. Except as provided in Section 12.B. hereof, NDSU shall not share in any parking revenue from the Authority's parking operations. The

Authority shall have the sole right to operate the parking facilities on the DOME premises, including the establishment and collection of parking fees.

E. *Novelties.* The Authority shall receive fifteen percent (15%) of all novelty sales, after payment of applicable taxes, at NDSU regular season athletic events. The Authority shall receive 7.5% of novelty sales during post-season tournament events. A complete report of these novelty sales shall be furnished to the Authority no later than ten (10) days after the end of each month in which NDSU had events along with any payments due to the Authority.

F. *Ticket Income.* The Authority shall receive a facility user fee of \$.50 per paid ticket on all season and single game paid tickets for any NDSU football game, including post season playoff football games. NDSU shall retain all other revenue from ticket sales and shall conduct and be totally responsible for all ticket distribution for NDSU events covered by this Agreement. NDSU shall have access to the ticket windows on the East side main entrance and the West side ticket office to sell their event tickets. Such access shall only be on the event day, with the time of the use to be mutually agreed upon.

6. ITEMS INCLUDED IN RENTAL FEE. The aforementioned rental fee includes lighting, heat or air conditioning, water and the sound system as installed and standard cleaning services normally provided after each event, but only in normal and reasonable amounts. Amounts required in excess of normal and reasonable amounts may result in an additional cost to NDSU. The rental shall also include those equipment items so noted below for the various configurations. The Authority hereby agrees to provide and pay for an operator for all Dome video advertising systems, concourse display systems, and the exterior electronic marquee (excluding game-specific personnel such as scoreboard operators and live video production personnel).

Football. Rental fee includes the football field set-up for the actual game with the turf, goal posts, netting, field wall padding, player benches, down markers and first down chains, scoreboards and 25 second clock and coaches headsets. NDSU shall provide all other football related equipment and staffing required for the operation of a football game.

Basketball. Rental fee includes the moveable riser set-up on the north end for the game, the portable risers set in the basketball configuration, the basketball court, the basketball goals, the scorers table and the portion of the north side press box necessary for the media to cover the game.

7. ITEMS NOT INCLUDED IN RENTAL FEE: All equipment, staffing and services for the event which are not included herein as being provided in the rental fee shall be provided by the Authority at NDSU's sole expense per the Authority's published Equipment, Staffing and Services rate schedule. These items may include, but are not necessarily limited to:

- Event staffing
- License fees
- Sound system operator
- Live video production personnel
- Equipment set-up and removal
- Equipment rental items
- Special hook-ups for electrical and utility services
- Food, beverage and catering services
- Advertising, marketing and publicity costs
- Ticketing costs
- Other equipment, staffing or services costs

NDSU hereby agrees to provide and pay for an operator for the scoreboard scoring system.

The Authority shall provide all event staff personnel for the football games and NDSU shall pay the published labor billing rates, at the time of the event, for all event staff (including part-time event, custodial and live video production staff) and actual billings of third party vendors including police, medical and fire personnel per game for providing event staff. Staffing will be set at levels in the best interest of public safety and mutually agreeable by the Authority and NDSU.

Upon request by NDSU, the Authority shall furnish NDSU with a projection of event expenses for all NDSU events.

8. SCHEDULING AND EVENT TYPE RIGHTS GRANTED TO NDSU.

- A.** Total Event Days: NDSU shall have the right to rent the DOME for a maximum of fifty-five (55) total event days per Lease Year.
- i. If NDSU fails to use all of the fifty-five (55) total event days during the Lease Year, the unused dates shall not carry forward to future Lease Years except that if NDSU is bumped from any of its Non-Priority Event Dates during the last six (6) months of a Lease Year, NDSU can carry over up to three (3) dates into the following Lease Year.
 - ii. NDSU's athletic playoff dates which are held will count towards the fifty-five (55) total event days, except that if NDSU does not use the playoff date and the Authority is able to schedule another revenue producing event, NDSU shall not be charged for that playoff date as a use date.

B. Priority Dates: Of the fifty-five (55) total event days, NDSU shall have the right to a priority in scheduling for a maximum of twelve (12) NDSU events per year. In order to have priority in scheduling these dates, NDSU must notify the Authority no less than three (3) years in advance of the desired date(s).

C: Non-Priority Non-Football Athletic Practices: Of the fifty-five (55) total event days, NDSU's use of ten (10) event days will be limited to non-football

athletic practices to be scheduled around the Authority's event schedule. The Authority retains the option to re-schedule athletic practices if an event opportunity arises. NDSU will be responsible the costs associated with practices, including security staffing and field installation, if required.

D. Non-Priority Event Dates: Of the fifty five (55) total event days, NDSU's access to the remaining thirty-three (33) days shall be on a first come, first served basis, just as the access that is granted to other lessees. NDSU must comply with the Authority's requirements and procedures for the leasing, booking, and use of the DOME for these events, including the Authority's protection period requirements for similar events and other event definitions set solely by the Authority.

E. NDSU's use of the DOME for Priority Dates and Non-Priority Event Dates shall be limited as such:

- i. NDSU must use five (5) of the Priority Dates and/or Non-Priority Event Dates in the months of July and August.
- ii. Events will be limited only to NDSU athletic events, amateur athletic events/NCAA athletic events, NDSU or Tri-College sponsored job/career fairs, and non-revenue producing NDSU sponsored events.
- iii. Unless waived in writing by the Authority, NDSU shall not use the DOME for any of the following types of events:
 1. Official high school activity association sponsored or sanctioned events, unless these games are a part of NDSU's football/basketball game day.
 2. Professional sports events of any type.
 3. Trade or consumer shows of any type. A job/career fair shall not be considered a trade or consumer show.
 4. Family entertainment events of any type.
 5. Concert events.
- iv. Practices: As addressed in Section 8.C., NDSU is required to use ten (10) days for non-football athletic practices. NDSU shall be able to use their remaining 45 (forty-five) days of Priority Dates and Non-Priority Event Dates for football or non-football athletic practices, but the Authority reserves the right to eliminate the practice day in favor of an event the Authority schedules into the DOME. If the Authority schedules an event which results in NDSU having to incur the expense of installing and/or removing the football field set-up for practice, the Authority shall attempt to have the field installation and removal expense paid by the event. If the

Authority is unsuccessful in getting the event to pay this expense, then the payment of the expense shall be mutually agreed upon by the Authority and NDSU. The amount of the field installation and removal shall be mutually agreed upon by NDSU and the Authority. Athletic game practice days also count as one of the use dates, except that football practice dates shall count as one-half of a use date. NDSU shall have the option of paying an additional fee for use of the DOME for practices instead of having the practice date count against their use dates. The practice rental fee shall be \$250 per hour measured from one-half hour before the practice until one-half hour after the practice ends.

NDSU shall not incur any additional expenses of the football field set-up for use on non-game days if the field is already in place. However, if the field must be set-up for practice days or other non-game day use, NDSU shall be responsible for paying all costs incurred by the Authority for setting up the football configuration.

NDSU further agrees to reimburse the Authority for any cleaning or staffing expenses the Authority incurs as a result of NDSU's use of the DOME for practice days.

If the Authority has no events between the specified practice date and the game date, and the Authority shall incur no additional expense by placing the field down in time for the practice date, then the Authority shall place the field down for the practice and game and NDSU shall not incur any additional expense. If there is no DOME event between home football game dates, NDSU shall not be charged for, nor shall any credit be given to NDSU, for any set-up costs.

F. NDSU agrees not to give, sell or sublease any of their use dates to any party or potential lessee of the Authority who could have otherwise leased the DOME directly from the Authority.

G. NDSU shall be allowed to schedule and present any of the prohibited events listed herein as long as NDSU rents the DOME under a separate lease agreement outside of the terms and fees stipulated in this Agreement.

H. It is desired that the Authority and NDSU develop the type of working relationship whereby the parties communicate freely with the other so as to work collaboratively and avoid conflict in this and all other areas relative to this Lease Agreement. The Authority shall follow its own policies relative to first come, first served basis in the event NDSU and the Authority want to schedule a similar or competitive event. The Authority reserves the right to schedule another event at the same time as an NDSU event only if the other event does not interfere with the NDSU event.

I. The Authority shall also assume all responsibility for keeping records on the number of dates scheduled and used in a Lease Year. The Authority shall have the responsibility and obligation to notify NDSU when NDSU has scheduled all of their fifty-five (55) total event days in a Lease Year. NDSU shall pay the Authority for all dates used in excess of the fifty-five (55) total event days herein described at rates solely established by the Authority and covered by a separate lease agreement..

9. DEFAULT. The Authority has the right to cancel this Agreement if NDSU fails to pay the required rentals and expenses or otherwise materially breaches this Agreement and does not cure such material breach within fourteen (14) days after receiving written notice stating the material breach. Failure to indemnify the Authority pursuant to the provisions of Section 17 or failure to provide liability insurance, if required, in accordance with Section 45, shall be a material breach. This remedy is not exclusive and the Authority may, at its discretion, pursue any appropriate remedy.

NDSU shall have the right to cancel this Agreement if the Authority fails to pay any required funds due NDSU or otherwise materially breaches this Agreement and does not cure such material breach within fourteen (14) days after receiving written notice stating the material breach.

10. FINANCIAL SETTLEMENT/EVENT EXPENSES. The Authority shall prepare and present a settlement report to NDSU on a per event basis which shall show the expenses from the event payable to the Authority from NDSU, with payment of such expenses due to the Authority. If NDSU and the Authority cannot agree on the financial settlement for an event, then NDSU's Vice-President for Business Affairs and the Authority's President shall be the arbitrators to make final and binding decision regarding the disputed NDSU event.

11. COMPLIMENTARY TICKET. NDSU shall provide Authority with a mutually agreed upon number of complimentary tickets to each NDSU ticketed event in locations mutually agreeable to NDSU and the Authority.

12. PARKING.

*A. **FARGODOME Event Parking.*** Except as provided in subsection B below, the Authority shall have the sole right and responsibility to manage and control all of the DOME parking lot areas, control all ingress and egress areas and collect and retain all parking revenues from vehicles using the DOME parking facilities.

*B. **NDSU's Use of FARGODOME Parking Lot Areas.*** NDSU shall have the right to use Lot C (the Southeast DOME parking lot), Lot D (the South DOME parking lot) and Lot E (the Southwest Dome parking lot) in accordance with the terms of an annual Fargodome-NDSU Parking Agreement originating July 30, 2002, and renewing annually. NDSU's use of any other Authority

parking areas may only be done with prior written approval from the Authority except as provided below:

1. NDSU Team Makers shall have the right use parking lots E, F & G (the west DOME parking lots) for all NDSU home football games in accordance with the terms of an annual FARGODOME-NDSU Team Makers Parking Agreement originating August 1, 2012, and renewing annually.
2. NDSU employees or faculty working at the Sanford Health Athletic Complex (hereinafter "SHAC"), or other persons attending SHAC events or going to SHAC during regular business hours, may park in Lot C or Lot B, at no charge, unless the Authority has an event at the DOME and is charging a parking fee for use of the lot. On those occasions, SHAC attendees must pay the regular parking fee in order to park in the DOME lot, and the Authority shall retain all such revenue. At no time shall NDSU collect, receive or retain any parking revenue from vehicles parked on the Authority's parking lots unless otherwise agreed to in writing by the Parties. NDSU must notify the Authority in writing regarding the dates and times when a SHAC event is scheduled to take place which will require NDSU's use of the Authority's parking lot.
3. The Authority and NDSU shall designate three hundred-fifty (350) parking spaces in a good location as a VIP parking area for NDSU's use during NDSU football games. Persons using these spaces shall be responsible for paying the Authority for use of the spaces, and/or NDSU may buy-out these spaces for football games at the prevailing per-car parking rate.
4. The Authority hereby agrees that parking in the Authority lots shall be provided free of charge to patrons when NDSU has a non-revenue event, as defined herein, at the DOME. NDSU shall be responsible for the payment of any staffing expenses or other expenses incurred by the Authority for providing this free event parking.
5. NDSU shall be allocated twenty-five (25) parking spaces free of charge for its staff parking on days of its events in Lot A.
13. **CONCESSIONS.** The Authority shall retain all rights to concession sales, including, but not necessarily limited to, all food and beverage products, vending items and checkroom services except as herein agreed upon. No outside food and beverages will be allowed in the DOME. All food and beverages, with the exception of catering services, are provided by the Authority's authorized concessionaire.
14. **FREE SAMPLES.** Neither NDSU nor any of NDSU's attendees may sell or give away any samples of food, beverages or any product deemed by the Authority to be

in competition with items sold or distributed by the Authority without prior written approval of the Authority. NDSU, on behalf of its advertisers and sponsors, shall be permitted to give away samples as long as NDSU obtains prior written approval from the Authority and does hereby agree to pay the additional cleaning costs, both inside the DOME and outside the DOME, and assumes all responsibility and liability for damages or injuries which may be incurred from the giveaway items.

15. STORAGE. NDSU shall have the use of approximately 1,000 square feet of temporary storage space in the DOME during the football season for the storage of athletic or band equipment. NDSU shall further have the use of the novelty storage room areas on the concourse level, except that NDSU shall be required to remove all their novelty items when another event requires the use of this novelty sales area. The Authority shall provide alternative storage areas for use by NDSU for the storage of said novelty items when the novelty storage area is not available. The Authority assumes no responsibility or liability whatsoever for the safety or security of any items NDSU chooses to store at the DOME.

16. INDEMNIFICATION. To the extent permitted under North Dakota law and subject to available appropriations, NDSU shall keep, defend, indemnify and hold harmless, the City of Fargo, the Authority and the management company, and all its officers, agents and employees and each of them, from and against any and all costs, liability, damage or expense, including legal fees and costs, claimed by anyone by reason of injury or damage to person or property directly or indirectly arising out of the leasing and use of the DOME under the terms of this Agreement, except to the extent that the injuries or damage resulting in such claims, costs, liability, damage or expense, including legal fees and costs, are the result of the City's, the Authority's, or the management company's negligence or fault. Nothing, herein shall preclude NDSU from asserting against third parties any defenses to liability it may have under North Dakota law. Each party hereto shall give the other prompt and timely notice of a claim or suit instituted within its knowledge that in any way, directly or indirectly, contingently or otherwise affects or might affect the other party. Notwithstanding the duty of NDSU to defend, indemnify and hold harmless the City of Fargo, the Authority and the management company as hereinabove provided, the City of Fargo, the Authority and the management company shall each have the right, but not the obligation, to participate in the defense of any claim or action to the extent of its own interest, at its own expense. In the event available appropriations are insufficient to indemnify and satisfy claims against NDSU arising hereunder, NDSU agrees to include in its budget request an appropriation fully sufficient to satisfy such claims. Should the Governor of the State of North Dakota not include in the executive budget for any reason the amount requested pursuant to the preceding sentence, NDSU shall request The North Dakota State Board of Higher Education to independently request that the Legislative Assembly amend the executive budget to include such amounts. NDSU, to the extent permitted by North Dakota law and subject to the available appropriations, shall agree to assume, defend, indemnify, protect and hold the Authority, the City of Fargo and the management company, harmless against any and all claims, damages, or liability resulting directly or indirectly from NDSU's use of the Authority's parking lot areas, except to the extent that the injuries or

damage resulting in such claims, costs, liability, damage or expense, including legal fees and costs, are the result of the City's, the Authority's, or the management company's negligence or fault. NDSU further agrees to pay any and all claims or costs which may be made or incurred due to NDSU's use of the DOME parking lot areas. Nothing herein shall preclude NDSU from asserting against third parties any defenses to liability it may have under North Dakota law.

17. INSURANCE. NDSU will obtain insurance that meets the following criteria:

A. Such insurance shall be provided by a comprehensive general liability form of policy including the broad form liability extended coverage, with a combined single limit of at least \$250,000 per person and \$1,000,000 per occurrence.

B. NDSU shall also provide necessary Workers Compensation insurance for NDSU's employees.

C. NDSU shall further furnish comprehensive automobile liability insurance coverage as shall protect NDSU against claims for damages from bodily injury, including wrongful death and property damage which may arise from the operations of any owned, hired or non-owned automobiles used by or for NDSU in any capacity with respect to the performance of Agreement in the amount of \$500,000 per occurrence.

D. The insurance must be written by an insurance company licensed to do business in the State of North Dakota and have an A.M. Best rating of A+ or higher, or the alternative, provide coverage through the North Dakota Risk Management Fund. NDSU shall provide proof of such insurance coverage to the City and the Authority. If NDSU fails to provide the aforementioned insurance, the Authority shall have the right to either obtain the required insurance with the premium to be paid by NDSU or to terminate this Agreement.

18. FORCE MAJEURE. In the event the DOME or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the premises for the purposes and during the periods specified herein, or if the premises cannot be so used because of strikes, acts of God, national emergency or other causes beyond the control of the Authority, then this Lease Agreement shall terminate and NDSU hereby waives any claim against the Authority for damages by reason of such termination except that any unearned portion of the rental fee due hereunder shall abate or be refunded by the Authority to NDSU.

19. BROADCAST RIGHTS. NDSU shall retain all rights for Internet streaming and radio and television broadcasting of athletic events and shall be allowed to stream and broadcast athletic events from the DOME at no additional expense, except that NDSU shall pay the Authority for the Authority's out of pocket expenses, including labor

and utilities, incurred as a result of the broadcasts or streaming, if these expenses are not paid by the broadcast company.

20. PUBLIC SAFETY. NDSU shall at all times conduct the event in full regard for public safety and will abide by all regulations as required by local authorities and the Authority. The Authority shall have the right to interrupt or terminate any event when in the sole judgement of the Authority, it is necessary in the interest of protecting the safety of the public. Whenever possible, the Authority shall confer with NDSU before any such termination. If a termination or interruption occurs, NDSU hereby agrees to waive any claims for damages against the Authority.

Any rigging or hanging of items from the DOME ceiling or roof must be done by approved DOME personnel. No other persons will be permitted to access the DOME roof or catwalk areas.

Any explosives, pyrotechnics or similar materials must be approved by the Authority and local, state and federal officials.

Any vehicle displayed inside the DOME must have the battery cables disconnected, the gas tank either taped shut or locked and may contain no more than one-fourth of a tank of fuel.

21. EVACUATION. The Authority shall have the sole right to determine when and if it is necessary to evacuate the DOME for whatever reason. If such evacuation occurs and results in cancellation of the event, NDSU hereby waives any claims for damages against the Authority. In the event such an evacuation occurs, the Authority and NDSU will settle the expenses for the event in a reasonable manner. NDSU will not be charged for that event day as a use date.

22. OBSTRUCTIONS. NDSU agrees to keep all portions of sidewalks, entries, doors, passages, vestibules, hallways, corridors, stairways, passageways, concessions stands and all areas of public access unobstructed at all times.

23. HAZARDOUS MATERIALS. NDSU agrees not bring onto the premises any material or equipment which could constitute a hazard to property or persons.

24. FARGODOME SOUND AND LIGHT EQUIPMENT. Any connection or operation of DOME sound or light equipment will be done only by Authority personnel.

25. MOTORIZED EQUIPMENT. All DOME motorized equipment must be operated by authorized Authority employees.

26. UTILITY REQUIREMENTS. All utility requirements for the event must be ordered from the Authority. Said utility order must specify whether, and if necessary for the event, in what quantity the following utilities will be needed: electrical, water, compressed air, telephone, gas, drain and cable television.

27. **OPENING OF DOORS.** The Authority reserves the right to open the doors when the Authority deems it necessary to safely and orderly move the public into the DOME. The Authority may cancel any event preparations in order to safely move the public into the DOME.

28. **ADMISSIONS.** All DOME patrons shall be prohibited from bringing food and beverages, bottles, cans, containers, alcoholic beverages, projectiles, weapons, items which may be used as weapons, incendiary devices or any controlled or illegal substances into the DOME or onto the DOME premises.

The Authority reserves the right to conduct a reasonable search of all persons and their possessions prior to entry.

Re-entry on ticket stub is not permitted.

Glitter, confetti, lighter than air or helium balloons are not permitted inside the DOME.

No animals will be permitted in the DOME unless the animal is part of the show or exhibit, or if the animal is used by a physically disabled individual, and only if the animal is on a leash, in a pen or in a caged area.

29. **OBJECTIONABLE PERSONS.** The Authority reserves the right to eject or cause to be ejected from the DOME premises any persons causing a danger to person or property, or a breach of the peace or other disorderly conduct or who otherwise violates FARGODOME rules and regulations.

30. **ACCESS.** The Authority shall have the right to a reasonable access of any and all areas of the DOME occupied by NDSU.

31. **AUTHORITY CONTROL.** The Authority shall at all times maintain control of the DOME and shall be the sole administrator of its rules and regulations relative to its operation of the DOME.

32. **LICENSES.** NDSU shall pay, obtain and be responsible for any and all taxes, licenses or permits required for use of the DOME, and shall relieve the Authority from any responsibility for acquiring or paying for such taxes, licenses or permits.

33. **COPYRIGHT.** NDSU shall assume all responsibility for procuring and paying for the use of any copyrights, trademarks or other materials used in the event. To the extent permitted under North Dakota law and subject to available appropriations, NDSU further agrees to save and hold harmless the Authority from any costs or claims arising from any copyright violations, including copyright or trademark violations resulting from the advertising signs sold or displayed by NDSU.

34. **ANNOUNCEMENTS.** The Authority reserves the right to make announcements in the interest of public safety, to provide information to attendees or to announce upcoming events at the DOME.

35. **ADVERTISING/PUBLICITY.**

A. ***FARGODOME Trademark.*** The name “FARGODOME” and the FARGODOME logo are trademarked. Unauthorized use of either is strictly prohibited. NDSU shall have the right to use both the logo and the FARGODOME name only in the promotion and advertising of the events covered by this Agreement. No other use of the name FARGODOME or the FARGODOME logo will be permitted by NDSU without prior written approval from the Authority.

North Dakota State University Trademark. The name “North Dakota State University” and the “Bison Logo” are trademarked. Unauthorized use of either is strictly prohibited. The Authority shall have the right to use both the logo and the North Dakota State University name only in the promotion and advertising of the events covered by this Agreement. No other use of the name “North Dakota State University” or the “Bison Logo” will be permitted by the Authority without prior written approval from NDSU.

B. ***FARGODOME Advertising.*** NDSU shall have the right to advertise and publicize the events covered under this Agreement at no cost on the Authority’s electronic display equipment. The Authority and NDSU shall mutually agree on the times when these messages shall run and the content of these messages. The Authority hereby grants NDSU permission to advertise their corporate game sponsor(s) and announcements related to NDSU on the interior electronic message centers and on temporary signs as mutually agreed upon. NDSU shall be responsible for removing all temporary signs and banners immediately after an NDSU related event. If the Authority removes the banners and/or signs, NDSU shall be responsible for payment of all expenses related to the removal. Other than the aforementioned permission for NDSU events, the Authority Reserves all rights to advertising, electronic display equipment messages, temporary signage and banners in their entirety for non-NDSU related events.

C. ***Blocking/Covering FARGODOME Signs.*** The DOME’s permanent signs, graphics or displays must not be visibly blocked in any manner, nor may temporary signs or decorations be attached to permanent building graphics.

36. **SOLICITATION.** No solicitation, distribution or sale of any products, services, advertising or publicity materials or flyers of any type shall be permitted on the DOME premises without obtaining prior written approval from the Authority.

37. **EVENT CONTENT.** To the extent allowed by applicable law, the Authority reserves the right to approve the content of the event, to cancel an event in progress or to

have questionable portions of the event removed if such portions contain materials which are illegal or patently offensive in nature.

38. DEFACEMENTS. NDSU shall not injure, mar, nor in any manner deface the DOME or any equipment contained therein, and shall not cause or permit anything to be done whereby the premises or equipment therein shall be in any manner injured, marred or defaced. NDSU further will not drive or permit to be driven, nails, hooks, tacks or screws into any part of the DOME, or any equipment contained therein, and will not make or allow to be made any alterations of any kind to the DOME or any equipment contained therein and will not affix or permit to be affixed by adhesives, any signs, posters, notices or graphics of any description without written consent of the Authority. NDSU agrees that if the DOME is damaged by NDSU, its event patrons, guests or any person admitted to the premises as a result of the NDSU event, then NDSU shall pay the Authority upon demand such sums as shall be necessary to restore the premises to their original condition, ordinary wear and tear excepted.

39. COMPLIANCE WITH LAW. NDSU agrees that it will comply with all applicable federal, state and local laws, rules, regulations and/or ordinances.

40. CIVIL RIGHTS/ADA. NDSU and the Authority hereby agree that they will not illegally discriminate against any persons relative to admission, services or privileges offered to or enjoyed by the general public. NDSU agrees that it will not illegally discriminate against any person relative to hiring and employment practices for any NDSU event involving NDSU staffing. NDSU further agrees to comply and cooperate with the Authority relative to requirements stipulated in the Americans with Disabilities Act (ADA). The Authority shall pay for any alterations to the DOME required under ADA.

41. ASSIGNMENT. This Agreement shall not be assigned, transferred or otherwise encumbered by NDSU without the express written approval of the Authority.

42. SEVERABILITY. If any of the provisions contained herein shall for any reasons be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions contained herein.

43. ENTIRE AGREEMENT. No alterations, variations, additions, addendums, representations or agreements to the terms of this Agreement shall be valid unless stated in writing, signed by both NDSU and the Authority, and made a part of this Agreement. This Agreement and all such written addendums shall supersede any and all oral representations or agreements.

44. AUTHORITY AND JURISDICTION. Any privilege, right or pre-eminence of authority not herein defined or clearly expressed shall be construed in accordance with the laws of the state of North Dakota, and any action herein must be brought in the District Court for Cass County, North Dakota. All matters not authorized expressly by the terms of this Agreement shall be reserved to the discretion of the Authority.

(Remainder of this page intentionally left blank.)

Michael Elliger
PRESIDENT, FARGO DOME AUTHORITY

DATE: 12/18/23

Nancy Jordan
ATTEST: SECRETARY, FARGO DOME AUTHORITY

DATE: 12/18/23

MAYOR, CITY OF FARGO

DATE: _____

ATTEST: CITY AUDITOR

DATE: _____

Debra
PRESIDENT, NORTH DAKOTA STATE UNIVERSITY

DATE: 10-21-23

Barry A. Sullivan
ATTEST: NORTH DAKOTA STATE UNIVERSITY
VICE-PRESIDENT FOR FINANCE AND ADMINISTRATION

DATE: 12/11/23



December 11, 2023

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

Commissioners:

The Fargo Dome Authority requests your approval of the attached Acknowledgement of Agreement Extension of the Second Amendment to Agreement with Ovation Food Services, LP, d/b/a OVG Hospitality (f/k/a Spectra Food Services & Hospitality) for certain food and beverage services at FARGODOME. The Agreement Extension extends the term of the existing Agreement for two (2) years, from January 1, 2024 through December 31, 2025.

The terms of the proposed Agreement Extension are financially advantageous to FARGODOME. This Agreement extension will allow FARGODOME to continue to leverage the operating efficiencies of Spectra Food Services & Hospitality.

At their meeting held on November 28, 2023, the Fargo Dome Authority approved the attached Acknowledgement of Agreement Extension.

Requested Motion:

To approve the Acknowledgement of Agreement Extension between Ovation Food Services, L.P. d/b/a OVG Hospitality (f/k/a Spectra Food Services & Hospitality) and the Fargo Dome Authority, a duly constituted authority of the City of Fargo.

Thank you for your consideration of this matter.

Respectfully Submitted,

Rob Sobolik
General Manager, FARGODOME

Attachment

Acknowledgement of Agreement Extension

This Acknowledgement of Agreement Extension is to formally document the extension of the term of the Agreement, dated January 1, 2016, between the Fargo Dome Authority (the "Authority") and Ovations Food Services, L.P. d/b/a OVG Hospitality (f/k/a spectra Food Services & Hospitality) ("Ovations") to provide services at the FARGODOME (as subsequently amended, the "Agreement") .


Per Section 2 of the Second Amendment to the Agreement dated December 15, 2020, between Ovations and the Authority, the term of the Agreement was set to expire on December 31, 2023 with the option for the Authority to extend such term for an additional two years by providing notice on or before October 1, 2023. Authority provided its intent to renew the Agreement for such additional two-year period on September 7, 2023, with such renewal formally approved by the Authority on November 28, 2023. This Acknowledgement of Agreement Extension hereby confirms the parties' understanding that the term shall conclude December 31, 2025, and that no additional contract modifications are contemplated hereby or otherwise agreed by the parties. All terms and conditions as contained in the Agreement (as amended) shall remain in full force and effect.

Acknowledged and Agreed:

FARGODOME AUTHORITY

By: 
Name: MICHAEL ELLINGSON
Title: FDA PRESIDENT

**OVATIONS FOOD SERVICES, L.P. d/b/a
OVG Hospitality
By: Ovations Food Services, L.L.C., its general
partner**

By: 
Name: Brian Rothenberg
Title: President

APPROVED BY:

**CITY OF FARGO
A North Dakota municipal corporation**

By: _____
Name:
Title:



October 20, 2023

Michael Ellingson
President
Fargo Dome Authority

Rob Sobolik
General Manager
FARGODOME

Dear Michael and Rob,

On behalf of OVG Hospitality, we are excited to continue our partnership with the Fargo Dome Authority and the FARGODOME. On the following page, please find an outline of the terms of our agreement with the Authority for the activation of the two-year contract extension term that is provided in the Second Amendment of our agreement. This extension will begin at the conclusion of our first term of this Amendment on January 1, 2024, and conclude on December 31, 2025.

OVG also looks forward to discussing our partnership moving forward past this extension term. We are excited to hear about the proposed plans for the renovation and expansion of the FARGODOME. As you may know, OVG is the largest developer of sports and live entertainment venues in the world. We have opened and renovated 7 new arenas in the past 3 years. We would love to explore opportunities on how we may be able to further support the Authority with your plans and through increasing our current food and beverage services.

We are thankful for our longstanding partnership with the Authority and the staff at the FARGODOME and we are proud to continue to be a part of the FARGODOME family. Should you have any questions or wish to further discuss this extension or how OVG can further support the Authority, please do not hesitate to contact me at any time.

Thank you both again and I look forward to hopefully seeing you in Fargo in a few weeks.

Sincerely,
Tom

A handwritten signature in blue ink that reads "Tom McDonnell". The signature is fluid and cursive.

Tom McDonnell
Vice President, Client Relations
OVG Hospitality

FARGODOME - OVG HOSPITALITY

FOOD AND BEVERAGE SERVICES AGREEMENT EXTENSION

OVG Hospitality is pleased to be able to continue our long-standing partnership with the Fargo Dome Authority to provide Food and Beverage Services at the FARGODOME. This document outlines the terms of our partnership that are summarized in our agreement as well as the second amendment of our agreement that was entered into on December 15, 2020.

TERM OF THE AGREEMENT

As outlined in the second amendment, OVG Hospitality would be pleased to agree to the Authority's activation of the two-year extension term at the conclusion of the initial term of this amendment.

- The term of this extension would begin on January 1, 2024, and conclude on December 31, 2025.

COMPENSATION STRUCTURE

OVG would also agree to operate under the current terms of our agreement for this extension term as outlined below.

BASE MANAGEMENT FEE

OVG Hospitality will receive a base management fee as follows:

- Three Thousand Dollars (\$3,000) per month for the remaining term of this agreement

VARIABLE INCENTIVE FEE

OVG Hospitality will also be eligible to earn a Variable Incentive Fee on Gross Receipts as outlined in our agreement and summarized below.

ANNUAL GROSS RECEIPTS	INCENTIVE FEE PERCENTAGE
\$0 to \$1,500,000	4%
\$1,500,000 to \$3,000,000	7%
More than \$3,000,000	10%

EXPENSES

All operating expenses associated with providing the food and beverage services will continue to be the responsibility of the Authority with OVG continuing to cooperate with the Authority and staff on the development of an annual operating and capital budget.

OPEN TO DISCUSSION

OVG Hospitality looks forward to continuing to work with the Fargo Dome Authority and the FARGODOME staff over this extension term. We are open to further discussing the terms of our agreement as well as our scope of services provided at the FARGODOME now and into the future with the proposed plans for renovation and expansion. As with all of our partners we want to ensure we are providing the Authority with all of the resources available at our disposal and that the terms of our agreement is mutually beneficial to both the Authority and OVG.

**OFFICE OF THE
CITY ATTORNEY**

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY

Nancy J. Morris

ASSISTANT CITY ATTORNEYS

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

25

December 21, 2023

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

RE: Fargo Purchasing Policy

Mayor and Commissioners,

Pursuant to your approval of the attached policies on November 27, 2023, presented for your adoption pursuant to Fargo Municipal Code § 3-0101 is the required Resolution.

Suggested Motion: I move to adopt the Adopt by Resolution the city of Fargo Purchasing Policy approved on November 27, 2023.

Please feel free to contact me with any questions, comments or concerns.

Regards,



Nancy J. Morris

NJM/lmw

Enclosures

COMMISSIONER _____ introduced the following resolution and moved its adoption:

RESOLUTION

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

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

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

WHEREAS, Article 3(G) of the Home Rule Charter of the City of Fargo, North Dakota grants the City of Fargo power to provide for the adoption, amendment, and repeal of ordinances and resolutions, and regulations to carry out its governmental and proprietary powers and to provide for public health, safety, morals, and welfare, and penalties for a violation thereof; and

WHEREAS, the Finance Department of the city of Fargo has developed a Purchasing Policy and P-Card Policy and Procedures Manual and presented the same to the board of city commissioners on November 13, 2023 and November 27, 2023, the latter at which the board of city commissioners voted unanimously to approve the policies as presented; and

WHEREAS, Fargo Municipal Code §3-0101- Purchasing Procedures, provides that the city of Fargo purchasing policy shall be adopted by resolution of the board of city commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO

1. The Purchasing Policy and P-Card Policy and Procedures approved unanimously be motion of the board of city commissioners is hereby adopted in accordance with Fargo Municipal Code §3-0101.

Dated this ____ day of _____, 2023.

Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

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



City of Fargo

Purchasing Card Policy & Procedure Manual

Developed by:
City of Fargo
Finance Department

Revised: November 2023

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Introduction

Welcome to the City of Fargo Procurement Card Program!

The purpose of the City of Fargo Procurement Card (P-Card) Program (the "Program") is to streamline and simplify the requisitioning, purchasing and payment process for small dollar transactions. The Program is designed to shorten the approval process and reduce the paperwork of procurement and payment procedures such as purchase orders, check requests and expense reimbursements. The goal of the Program is to:

- Reduce the cost of processing small dollar purchases
- Receive faster delivery of required merchandise
- Simplify the payment process

This reference guide will provide you with the particulars of the Program, including general guidelines, reconciliation and record keeping procedures, and customer service information. It is important to read the following information carefully, as you will be responsible for adhering to the established guidelines.

If you have any additional questions, please contact your manager or email PCard@FargoND.gov.

Program Administrators:

PCard@FargoND.gov

Jessica Houim (701) 241-1356
JHouim@FargoND.gov

Tanner Smedshammer (701) 241-1528
Tanner.Smedshammer@FargoND.gov

Jordan Corneliusen (701) 476-6777
JCorneliusen@FargoND.gov

BMO Customer Service 24/7 1-(800) 361-3361
Corporate.clientservices@bmo.com

Program Details:
225 4th St North; Fargo, ND; 58102
Admin Email: JHouim@FargoND.gov
Admin Phone: (701) 241-1356

Please include:

- Corporation Name
- Cardholder Name
- Last four digits of card account number
- Specific details of request

General Guidelines

Card Issuance:

As a P-Card cardholder, you will be asked to complete a Cardholder Agreement form, which will then be signed by you, and your Department Head. By signing the Cardholder Agreement form, you agree to adhere to the guidelines established in this policy. In addition, you will be asked to sign a Procurement Card Request form. Most importantly, you are the only person entitled to use the P-Card. As each card is linked to a specific department and individual employee, the P-Card cannot be transferred from one employee to another. Email completed forms to PCard@FargoND.gov.

Upon receipt of your P-Card, you will need to activate the account by calling the toll-free number printed on the back of the card. For verification purposes, you will be asked to provide the last four digits of your card number. Although the card will be issued in your name, your personal credit history is not considered. The City is responsible for payment of all purchases.

Any P-Card with less than 25 transactions per year will be reviewed to determine if the card is considered necessary.

Card Usage:

The P-Card is not to be used for any product, service or with any merchant that would violate existing City policies, procedures, or guidelines or that would otherwise be considered an inappropriate use of public funds.

The P-Card can be used at any merchant that accepts Mastercard, except as the City otherwise directs. P - Card may be used for in-store purchases as well as online and phone orders. P-Card is authorized for purchases within United States only.

When using the P-Card with merchants, please emphasize that an invoice should not be sent as this may result in a duplicate payment. For online, phone, and mail orders, please instruct the merchant to send a receipt only. This receipt must be retained by the cardholder for City records. (See Receipt Retention).

P-Card usage to pay for goods and services is subject to the City's policies, procedures, and guidelines. The P-Card complements existing purchasing and accounts payable processes. It is used for acquiring goods and services without prior approval from Finance in the following scenarios:

- Purchases of goods may be made using the P-Card. Cardholders cannot fragment or separate purchases to get around the purchasing threshold or requirements.
- Payment of services under \$10,000 is limited to equipment rental and repair, vehicle rental and repair, conference registrations, professional organization memberships, hotel, airfare, etc.

The P-Card may be used with **prior approval** from Department Heads as follows:

- Purchases of goods or services over \$10,000, must follow Purchasing Policy & Procedure Manual and three quotes must be submitted to Purchasing@FargoND.gov. Approval shall be granted to the cardholder by the Department Head to proceed with the purchase using the P-Card.

All grant-funded purchases must comply with applicable grantor regulations and guidelines.

Authorized Purchases

The P-Card is a payment method that may be used only for authorized purchases that further the business of the City. Examples of authorized purchases may include:

- Prior approval of goods and services over \$10,000. Quote form submitted
- Training registrations
- Instructional and office supplies
- Repair or maintenance (parts, services, or supplies)
- Travel related expenditures (airfare, hotel, transportation to and from airport)
- Purchases of goods through approved price or requirement agreements (A public contract between the City and a merchant for the procurement of goods or services at a set price.)

Unauthorized Purchases

- Items for personal use
- Services where a contract or MSA is utilized
- Purchasing gift cards – Unless approved by a Program Administrator
- Fragmented purchases to avoid procurement rules
- Fragmented purchases to avoid single transaction limits
- Leased Equipment
- Personal Services (Examples include speakers, performance agreements, consultants, engineering services, and presenters)
- Purchases that violate City policy, procedures, or guidelines

Cardholders that use the P-Card to purchase via the internet must take care to select merchants that the City has dealt with before, or research potential merchants to ensure they are reputable. Cardholders must ensure that the Internet site is secure and that **any terms and conditions** are appropriate. If there are questions, please call a Program Administrator for clarification.

All refunds for a returned purchase initially charged to a P-Card must be credited back to the card. After multiple unsuccessful attempts to credit the P-Card, a merchant may provide a check refund. In this rare instance, report the circumstances to the Program Administrator and deliver any refund to **Accounts Payable** in Finance for deposit.

Cardholders must not make purchases for more than the credit limit established for their P-Card. If a card limit is approached and further spending authority is required, please email PCard@FargoND.gov and copy your Approving Manager along with the amount of the temporary credit limit requested.

Failure to comply with the above City guidelines of misappropriation of purchases under the P-Card program may result in disciplinary action, cancellation of your P-Card privileges, and possible termination of employment (Policy 300-008).

Limitations and Restrictions:

Every cardholder has a total monthly dollar limit assigned to his/her account. (Additional limits may be added to individual P-Card accounts if the need arises.) As limitations vary by cardholder, please discuss the limit with your respective manager. If you believe your monthly limit to be insufficient for your requirements, and your manager agrees, you may contact the Program Administrator and copy your Approving Manager ,for review, to have your limit(s) increased. Once the approval is received from the Approving Manager, the permanent credit limit will be put into place.

The P-Card program also allows for merchant category blocking. If a particular merchant category is blocked (e.g., Alcohol, Tobacco, personal loans, cash advances), and you attempt to use your card at such a merchant, your purchase will be declined. Program Administrators have ensured that the vendors/suppliers used during the normal course of business are not restricted. If your P-Card is refused at a merchant where you believe it should have been accepted, you should contact a Program Administrator to determine the reason for refusal.

Lost or Stolen Cards:

You are responsible for the security of your P-Card and any purchases made on your account. If you believe you have lost your card or that it has been stolen, immediately report this information to BMO Spend Dynamics Service Center at 1- 800-361-3361, available 24/7. Immediately after reporting to BMO, you must inform PCard@FargoND.gov. **It is extremely important to act promptly in the event of a lost or stolen P-Card to avoid the City's liability for fraudulent transactions.**

Once the bank has been notified, you will no longer be able to use that P-Card. A new P-Card should be issued within 48 hours of notice to BMO.

Sales Tax:

The City of Fargo is exempt from sales tax and therefore cardholders shall notify vendors upon purchasing that we are tax exempt and should keep this in mind during the invoice review process. A reasonable effort will be made by cardholders to recover sales taxes charged in error.

Closing a P-Card:

When an employee leaves the City of Fargo for any reason, (retirement, resignation, termination, transfer etc.) the P-Card must be closed using the Procurement Card Request form. The card must then be destroyed by the department.

Authorized Cardholder Limits

The following cardholder limits have been established to offer Departments varying levels of cardholder usage. Department Heads shall authorize cardholder limits based upon staff assigned to purchasing.

Cardholder Categories	Individual Transaction Purchase Limit	Cycle Aggregate Limit
Standard User	\$5,000	\$10,000
Departmental Card	\$10,000	\$20,000
Enhanced User	\$50,000	\$100,000
High Limit Card	\$100,000	\$250,000

Standard User

These cards are issued to employees who have been approved by the Department Head to make lower value purchases for the Department.

Departmental Card

These cards are issued to departments who do not utilize a P-Card regularly. These cards are managed by one designated P-Card holder but can be shared with other approved users within the same department. Departmental P-Cards are issued in the department's name and should be stored in a secure place.

Enhanced User

These cards are issued to Department Heads and employees deemed necessary by the Department Head.

High Limit Card

These cards are issued to departments who purchase large volumes of goods and products, generally for the City as a whole. Examples of these areas include Information Services, Finance and Emergency Operations Center.

Note: The P-Card cycle closes on the 27th of each month. Monthly aggregate limits are restored on the 28th of each month.

Reconciliation and Payment

Unlike personal credit cards, the P-Card program is handled as a corporate liability. The Accounts Payable Department is responsible for paying the Program invoice(s) each month. You are not responsible for payment under your account.

At the end of a statement period (twice monthly), reconcilers and approvers will be notified via email that it is time to access the P-Card module within Central Square and review transactions. The expense transactions will reflect the transaction dates, posting dates, supplier/merchant names and the total amount of purchases.

It is your responsibility as a reconciler to:

- Review transactions for accuracy and to ensure all are legitimate and correct.
 - Initiate disputes for any incorrect charges directly with the vendor before reaching out to a Program Administrator.
- Transactions need to be reconciled and approved within **five business days** after the end of each cycle. (Complete prior to forwarding to your approving manager.)
- Ensure the expense is charged to the correct GL account. If there are multiple invoices or account numbers, the transaction will need to be split.
- The Misc Info line is also a required field that requires an invoice number, reference number (RFP / RFQ / PBC / SSP), and a detailed description of the transaction.
- Once all appropriate information has been entered, release EACH transaction. The status will show as Completed and it is ready to be reviewed and approved by the Approving Manager.
- It is important to note that your Approving Manager **cannot** make any updates or changes to the transactions, so all coding must be done as correctly as possible before sending to the Approving Manager for approval.
- The Department Head shall sign off on the final cardholder reconciliation report that all accounts have been reconciled and certify that all charges are valid expenditures

In the event you do not complete your reconciliation within five business days after transactions are uploaded, it will be the responsibility of the Approving Manager to work with you to complete the reconciliation process as soon as possible.

Approving Manager's Responsibilities

Your Approving Manager must review your transactions and receipts to ensure all charges are appropriate and documented. Once again, the Approving Manager cannot make any changes to the transactions. If changes are required, the Approving Manager must query the expense back to the cardholder with instructions regarding what needs to be changed.

Once this review is completed, the manager approves each transaction.

The following timelines must be adhered to during reconciliation:

- City of Fargo transactions are uploaded to the CentralSquare P-Card module on the 15th and 28th of each month.
- Reconcilers and approvers have **5 business days** to complete the process after the transactions have been uploaded.
- P-Card documentation must be at City Hall within **3 business days**.

Receipt Retention:

All cardholder receipts must be submitted to City Hall as part of the reconciling process in one of two ways. The two options are:

- Documents may be scanned and emailed to waterdept@FargoND.gov
- Documents may be delivered to City Hall (*P-Card box in the mailroom*)

It is a requirement of the Program that all receipts for goods and services purchased are stored with a City of Fargo file retention system.

For orders placed via phone, fax, or online, you must request that a receipt, detailing merchandise price, freight, etc., be included with the goods mailed/shipped or emailed to you. It is extremely important to request and retain itemized purchase receipts.

As with all City expenses, P-Card records are audited periodically, and it is necessary to adhere to the above record-keeping guidelines.

*If a Receipt has been lost and the merchant cannot produce a duplicate, please fill out a *P-Card Missing Receipt Form* and submit in place of receipt.

Accidental Personal Charge:

If the City P-Card is accidentally used for a personal charge, reconcile the transaction to an account you have access to (miscellaneous, general, supplies or other). In the miscellaneous information line for the P-Card reconciliation indicate "Accidental Charge – employee will reimburse City with personal check". Write a check to the City of Fargo for the amount of the charge and let a Program Administrator know which account was used. The check will be posted to that account and the charge will net to zero in the provided account. Interoffice check to a Program Administrator within the Finance Department.

Disputed or Fraudulent Charges:

If there is a discrepancy in your transaction receipts and your statement, it is imperative that the issue is addressed immediately! Depending on the type of discrepancy, you will need to contact the merchant or contact BMO Customer Service to resolve the disputed transaction. If you believe the merchant has charged you incorrectly or there are outstanding quality or service issues, you must first contact the merchant and try to resolve the error or problem. If you are able to resolve the matter directly with the merchant, and the error involved an overcharge, a credit adjustment should be requested and will appear on your account.

If the merchant disagrees that an adjustment is necessary, call the BMO Service line at 1-(800) 361-3361 to report the disputed charge.

If the dispute is not resolved to your satisfaction, and you believe the merchant has treated you unfairly, please notify your Manager and Program Administrator with the relevant details.

Any fraudulent charge (i.e., a charge appearing which was not authorized by you) must be reported immediately to BMO Customer Service 1- (800) 361-3361 and PCard@FargoND.gov. Prompt reporting of any such charge will help to prevent the City of Fargo from being held responsible.

Misuse of Card/Failure to Follow Procurement Card Guidelines

- When an inappropriate use of the card or failure to follow card procedures has occurred, notification will be made to the cardholder, and the cardholder's manager, of the misuse.
- Should a second inappropriate use of the card or failure to follow P-Card procedures occur a meeting would take place with the cardholder, the cardholder's approver, the program administrator(s), and the Director of Finance. The requirements of the Procurement Card guidelines and procedures will be reviewed.
- A third inappropriate use of the card or failure to follow Procurement Card procedures will result in cardholder privileges being revoked.

Card Security

- Store your Procurement Card in a secure location. Since you are personally responsible for its use and are the only one who is authorized to use the card, it should be accessible only to you.
- Take the appropriate measures to secure the card number. The number should not be posted in any location where other people have access to it.
- **DO NOT LEND YOUR CARD TO OTHERS FOR USE.** If you are going to be absent for an extended length of time, please notify the program administrator. Your card will be temporarily closed.



Exhibit 1

Activate New Procurement Card

To activate the new Procurement Card, call the Customer Service number at 1-855-825-9234 (shown on the back of the card). You will need to provide the last four of your social security number as the activation code.

If asked for the last four of a phone number, try 1356. Continue to follow the prompts to complete activation. If those steps are not successful, you will need to speak directly to a customer service representative.



Exhibit 2

Activate Renewal Procurement Card

To activate the renewal Procurement Card, call the Customer Service number at 1-855-825-9234 (shown on the back of the card).

If asked for the last four of a phone number, try 1356 or 1528. Continue to follow the prompts to complete activation. If those steps are not successful, you will need to speak directly to a customer service representative and provide the last four of your social security number.

Once the new card is activated, you may dispose of your old card.



City of Fargo

Purchasing Policy & Procedure Manual

Developed by:

City of Fargo
Finance Department
Purchasing@FargoND.gov

Revised: November 2023

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Appendix

- Appendix A: General Instructions to Bidders
- Appendix B: Grant Fiscal Cash Management Policy

The procurement policies and procedures defined below are intended to standardize how supplies and services are procured by the City of Fargo (City). This policy will ensure supplies and services are purchased in accordance with North Dakota Century Code (NDCC), North Dakota Office of Management and Budget and Fargo Municipal Code, Article 3-01. The policy will also provide reasonable assurance that supplies and services are accurately recorded and delivered accordingly so reliable financial reporting and auditing can be achieved. This policy is reviewed and updated as needed on an annual basis or as required.

Purchasing Limits

City departments are to utilize established City or State contracts for purchases of goods and services when available and appropriate. Departments are encouraged to work with the Finance Director or designee (Purchasing Manager) prior to starting an acquisition process to ensure that all state and local laws and ordinances are followed. Purchasing Limits have been established for budgeted single items per fiscal year. If an existing City contract is not available and a State contract is not desirable, a Department shall follow the applicable policy and procedures described below:

LEVEL 1 PURCHASE

\$0–\$10,000: Employees authorized by the department to make purchases of supplies or services that do not exceed \$10,000 by using its best discretion to obtain the best value for the City.

LEVEL 2 PURCHASE

\$10,001–\$100,000: A minimum of three (3) written quotes must be solicited, unless available on a State contract or pursuant to a Joint Powers Agreement. Enter a requisition into the City of Fargo Accounting System for the purchases of supplies or services not exceeding \$100,000. Finance will issue the purchase order to authorize the purchase. Department Head Approval required.

LEVEL 3 PURCHASE

\$100,001-Up: For purchases of equipment, supplies and services estimated to be over \$100,001, a formal procurement process must be followed. City Commission Approval required.

LEVEL 4 PURCHASE

Construction: For the process of building, altering, repairing, improving, or demolishing any public structure, or other improvements to public property and the estimated cost for the construction of a public improvement is in excess of the threshold established under NDCC § 48-01.2-02.1, a formal procurement process must be followed. City Commission Approval required.

Piggyback Purchase from State and Cooperative Contracts

A contract may be awarded without formal process when the Purchasing Manager determines in writing that a State Cooperative purchasing contract exists and allows municipalities to purchase from this list of approved vendors. In the event there is not a State Cooperative purchasing contract, the City may enter into a Joint Powers Agreement with the North Dakota OMB pursuant to NDCC § 40-05-01 (52).

Any purchasing contract award that meets or exceeds Level 3 limits must also be approved by the Board of City Commission prior to a vendor award using this method. No quotes or bids are required when utilizing these contracts. A Piggyback Purchase Request form must be completed, reviewed, and maintained by the Purchasing Manager prior to the purchase and shall be subject to an internal audit.

Preferred State and Cooperative Contracts list:

- North Dakota OMB
 - [State Procurement Office Online Services: State of North Dakota | Office of Management and Budget, North Dakota](#)
- Minnesota State Procurement Office
 - [Welcome to the State of Minnesota's Office of State Procurement | OSP \(mn.gov\)](#)
- Sourcewell
 - [Sourcewell | Cooperative Purchasing Advantages \(sourcewell-mn.gov\)](#)
- NASPO ValuePoint
 - [Participant Results - NASPO ValuePoint](#)

Cooperative Contracts not authorized as per State of North Dakota:

- OMNIA Partners

Sole Source Purchase

A contract may be awarded without competition when the Purchasing Manager and Finance Director determines in writing, after conducting a good-faith review of available sources, that there is only one source for the required supply, service, or material.

A Sole Source Purchase Request form must be completed, reviewed, and maintained by the Purchasing Manager prior to the purchase and shall be available for audit purposes. Any sole source procurement that meets or exceeds Level 3 limits must also be approved by the Board of City Commission prior to a vendor award using this method.

Emergency Purchase

All City departments are required to notify the Purchasing Manager if purchases that cannot be made within the required time that pose an immediate threat to life, public health or property, public safety or where immediate expenditures are necessary for repairs of city property to protect against further loss or damage. The Department Head will be responsible for the completion of the Emergency Purchase Request form stating, in detail, the circumstances surrounding the determination of the emergency purchase and the selection of the contractors used, promptly informing both the Purchasing Manager and the City Commission of the circumstances. The Emergency Purchase Request form will be presented to the Board of City Commissioners for Emergencies over \$100,000 and shall be accessible for audit purposes.

Exempt Purchase

City departments may purchase such materials and services without quotation, request for proposals or bids for the following:

- (a) Land, building, space, or the rental thereof.
- (b) Procurement of publicly provided or publicly regulated gas, electricity, water, sewer, and refuse collection services.
- (c) Compatibility with equipment currently owned by the City which is essential to the proper functioning of that equipment.
- (d) Equipment maintenance or servicing of equipment when the service can best be performed by the manufacturer or authorized service agent. (i.e., preventative, annual, and warranty)
- (e) Employee benefit services, trust-related services, insurance services, and cash and investment management services obtained by a department with a fiduciary responsibility regarding those services.
- (f) Recurring support costs associated with implemented information technology solutions, including licensing, service agreements, maintenance, and subscriptions for software as a service, platform as a service, and infrastructure as a service.
- (g) Marketing in all media. (i.e., billboard, magazine, etc.)
- (h) Law enforcement K9.
- (i) Professional or technical service contracts necessary for the investigation of activities or in conjunction with litigation or court proceedings.
- (j) Any contract for asbestos removal.
- (k) Event related goods, equipment and services requested by event promoter and to be billed back to event.
- (l) Maintaining and purchasing of books and periodicals from publisher or copyright holders thereof.
- (m) Procurements funded by grants when any special conditions require the purchase of particular materials and/or services as assigned in the grant award.
- (n) Recipients of donations, pledges or appropriations as approved by the Board of City Commission.
- (o) Material testing awarded on a Master Services Agreement
- (p) Director of Finance and Purchasing Manager discretion on departmental requests.

All funds expended for these types of activities or services must continue to follow Purchasing Limits and will be properly receipted and accounted for with supporting documentation.

An Exempt Purchase Request form must be completed, reviewed, and maintained by the Purchasing Manager prior to the purchase and shall be subject to an internal audit.

Sourcing Repair Parts for Fleet Equipment (Fleet Management only)

During the repair process of fleet equipment, if it is determined that the best option for repair parts is from the Original Equipment Manufacturer (OEM) because of quality, fitment, warranty, or availability, Central Garage should negotiate with dealers who sell the OEM parts to repair the equipment. If OEM parts are only available from a territorial equipment dealer, no quotes are necessary, a completed Exempt Purchase Request form shall be submitted.

Retired Fleet Equipment (Fleet Management only)

The Fleet Purchasing Manager will determine the best option to retire City assets. If the best option is to utilize the City Auction rather than trading in the equipment, these funds must be placed into the appropriate current year vehicle replacement budget.

Fleet Vehicle and Equipment Purchase

All purchases of City-owned vehicles, excluding Transit, must be coordinated by Central Garage. This includes, but is not limited to, new and used vehicles and parts, repair, and service of those vehicles. This policy is to ensure uniformity in the selection of City-owned vehicles. The purchase of vehicles shall be approved by the Fleet Purchasing Manager prior the requesting Department's requisition being started. This policy applies to all City Departments.

Facility-Related Equipment Purchase

Purchases of facility-related equipment must be procured in cooperation with Facilities Management. This includes, but is not limited to, office furniture, landscape furniture, appliances, carpet, and decorations. This policy is to ensure uniformity in selection of facility-related equipment and utilizing contracts or agreements that Facilities has available. The purchase of facility-related equipment must be vetted by the Facilities Director or designee prior to a Department's requisition being started. This policy applies to all City Departments.

Technology Equipment / Software Purchase

All acquisitions of technology-related equipment or software-related items must be coordinated by Information Services. This includes all hardware and software, including cloud resources, computers, laptops, tablets, servers, monitors, printers, network equipment and security, and associated peripherals. This policy is to ensure uniformity in the selection of technology/software-related equipment along with year-end GASB reporting requirements of subscriptions and contracts. The purchase of technology/software-related equipment must be approved by Information Services prior to a Department's requisition being started. Purchases are to follow City IS security configuration and policy guidelines. This policy applies to all City Departments.

Transit / MATBUS

In accordance with the U.S. Department of Transportation, Federal Transit Administration (FTA) requirements and the standards identified in 2 CFR Part 200, the Transit Department (MATBUS) has developed a procurement manual for recipients utilizing in whole or in part FTA funding when procuring goods or services. As a recipient that applies for and accepts federal funds, the Transit Department (MATBUS), is accepting the responsibility to use federal assistance prudently and in compliance with the most restrictive provisions of all applicable local, state and federal requirements including FTA Circulars 4220, 5010, 9030 as amended, the FTA Best Practices Procurement Manual and Master Agreement, NDDOT and MNDOT procurement policies and the City of Fargo Purchasing Policy and the City of Moorhead Procurement Policies.

City of Fargo Purchasing - REFERENCE GUIDE			
	Competition Requirements	Approval	Documentation Requirement
PURCHASE LEVEL:			
Level 1 Up to \$10,000	Best single discretion to obtain greatest value. See Note: Facilities & Technology Purchase (E-F)	Division Head	Documentation not required. If contract, provide to Purchasing.
Level 2 \$10,001 up to \$100,000	Solicit three written informal quotes from vendors*. * unless Piggyback, SSP, Emergency, Exempt (A-D) See Note: Facilities & Technology Purchase (E-F)	Department Head	Request for Quotes (RFQ) Form & Three Written Quotes If contract, provide to Purchasing.
Level 3 Over \$100,000	A formal procurement process must be followed that that best meets the terms of the RFP*. * unless Piggyback, SSP, Emergency, Exempt (A-D) See Note: Facilities & Technology Purchase (E-F)	City Commission	Reference Number on Invoice (RFP) If contract, provide to Purchasing.
Level 4 Construction Projects	If the estimated cost of construction of a public improvement is in excess of the threshold established under North Dakota Century Code § 48-01.2-02.1, a formal procurement process must be followed.	City Commission	Reference Number on Invoice (ITB) Provide contract to Purchasing.
SPECIAL CONDITIONS:			
A Piggyback Purchase	Department must provide Contract and Contract Number for applicable State or Cooperative Purchasing Contract.	Under \$100,000 - Approved by Department Head, Purchasing Manager, and Finance Director Over \$100,000 - Reviewed by Purchasing Manager and approved by City Commission.	Piggyback Contract Request (PBC) Form
B Sole Source Purchase	Department must justify rational for Sole Source.		Sole Source Purchasing Request (SSP) Form
C Emergency Purchase	Department Head must justify reason for Emergency, with notice to Purchasing Manager and City Administrator.		Emergency Purchase Request (EM) Form
D Exempt Purchase	Department must justify exempt rational.		Exempt Purchase Request (EX) Form
E Facility Equip	Purchases should be made in consultation with Facilities Director or designee.	Approval Limits as noted by Purchase Level.	
F Technology	Items must be vetted and approved by Information Services.	Approval Limits as noted by Purchase Level.	

Formal Bid Guidance:

Writing Specifications

The purpose of this section is to provide a guideline for writing functional or performance specifications to be used for the procurement of supplies and services. These guidelines apply to all procurements, whether the procurement is: a purchase, a lease with option to purchase, a straight lease, or a rental.

It is the Department's responsibility to provide the necessary specifications and information to allow the Purchasing Manager to review the requirements correctly and efficiently. Incomplete or vague specifications allow vendors to furnish items that do not meet the Department's requirements. Requests received that do not contain complete or detailed specifications will be returned to the requesting Department for completion.

If you have any questions regarding specifications, contact the Purchasing Manager for assistance.

Restrictive Specifications

Restrictive specifications in a formal proposal or bid, which hinder competition, must be explained. Therefore, if a City Department determines that equipment, supplies, or services require specifications of a limited scope, which would preclude competitive bidding, a justification must be submitted in writing to the Purchasing Manager. This justification must contain a comprehensive review of those areas of the specification that are restrictive, why it is necessary to retain such technical restrictions in the specifications, and why alternative solutions are not possible for accomplishing the same purpose.

Writing Technical Specifications

Do:

1. DO use the word "shall" to describe a command or mandatory requirement.
2. DO use the words "should" and "may" to describe advisory or optional requirements.
3. DO be as specific and detailed as possible in stating mandatory requirements.
4. DO state a requirement of fact only once and avoid repetition.

Do not:

1. DO NOT make something a mandatory requirement if it is simply an optional enhancement.
2. DO NOT place bid requirements or bidder information in the technical specification section unless specific to the project since this section addresses the bidder responsibilities.

Request for Proposal (RFP)

Equipment, supplies, and services that are not available on a contract and cost exceeds \$100,000 must be procured using a formal procurement process. Request for Proposals must be submitted to the Procurement Analyst for review, publication to the City webpage and uploaded to the City's E-Procurement platform (if applicable). Proposals shall include the following information: complete specifications of the item(s) to be procured, response submittal requirements, the contact person in the requesting Department, the date responses are due, and the names and emails of the evaluation committee, the criteria for evaluating the bids and awarding a contract. Request for Proposal submissions shall be delivered to the City Auditor's Office and be picked up after closing. **The award will be made to the highest-ranking offeror who is best able to meet the terms.** During the evaluation of proposals, and until approval of the recommendation of award by the City Commission, the contents of proposals may not be disclosed to the public.

Listed below are parts of an RFP. The categories may or may not be applicable for all procurements, depending on the complexity and dollar value of the procurement.

- Cover page
- Current Conditions / Background
- Scope of Work
- Proposal Requirements
- Evaluation Process
- General Terms and Conditions
- Proposal Forms
- Rates / Fees
- Attachments and Exhibits

Invitation to Bid (ITB)

When the purchase for supplies or services exceeds \$100,000, **there is no substantial difference between the supplies or services that meet the specifications, and a fixed-price contract is intended**, an Invitation to Bid process must be followed. Invitation to Bids shall be published in the legal section of the local newspaper along with the City webpage for no less than two (2) consecutive weeks before the date of opening. The Invitation to Bid contains the purchase description or specification covering the items needed, the terms and conditions of the proposed purchase, the way bids are to be submitted, the criteria for evaluating the bids and awarding a contract, and the place and time for opening the bids.

Construction Project

If the estimated cost of construction of a public improvement is in excess of the threshold established under NDCC § 48-01.2-02.1, a formal procurement process must be followed.

The Advertisement to Bid statute – NDCC § 48-01.2-04 essentially provides for two scenarios that dictate how many times a public improvement project must be published and when bids may be opened. If the estimated cost of the project exceeds the threshold (NDCC § 48-01.2-02.1), the public improvement **MUST** be bid (except in an emergency declaration).

Reference Appendix A: General Instruction to Bidders

Withdrawal of Proposal or Bid

Any proposal or bid may be withdrawn prior to the deadline and a new proposal or bid may be submitted. No proposal or bid may be changed or altered by telephone, email, or fax.

Opening Formal Sealed Invitation to Bid

The bid opening is conducted by the City of Fargo Auditor (for construction, supplies, and services) using the following procedure:

- Generally, bids are received on Wednesdays at 11:30 a.m., City Hall, First Floor, Auditor office, unless submitted electronically as provided.
- Bids are opened and read aloud on Wednesdays at 11:45 a.m. at City Hall, Second Floor, Engineering Conference room, unless otherwise so noted. Any change will be addressed in the Notice to Bidders. The public is encouraged to view the bid opening from the computer, tablet, or smartphone by using the following link: www.fargobidopenings.com
- Bid submission requirements must be met before opening a formal bid proposal. Qualified bidders must hold a North Dakota Contractor's License and carry North Dakota Worker's Compensation insurance as required by law.
- Base bid amounts are read publicly by the City Auditor or designee. A tabulation form may be provided for bidders to record the bids during live bid opening. All bids and supporting documents are returned to the requesting Department.
- Unless all bids are rejected, bid tabulations shall be available for viewing by the public and the bidders after the City Commission has awarded a contract.

Non-Responsive Proposal or Bids

- Bid or Proposal does not meet specifications or was incomplete.
- Not a responsible bidder (supporting documentation including previous history is required prior to a bidder being deemed not responsible).
- Bid or Proposal does not conform to the essential requirements.
- It is not in the best interest of the City.

Bid Award

All contracts awarded by sealed formal bids must be awarded to the lowest responsive, responsible bidder meeting specifications. If the lowest bid is not considered a responsive or a responsible bid or does not meet the specifications, the next lowest bid may be accepted. If the lowest bid is not awarded and awarded to the next lowest bid, the City must fully document the reasons why the bid was not acceptable.

RFP Award

Proposals are awarded to the best qualified offeror to meet the terms of the proposal.

Award Recommendation

The requesting Department shall provide a recommendation document to the Board of City Commissioners that includes Project with Reference number, funding source, the awarded amount and the successful offeror or bidder.

General Contracts, Leases and Agreements

The City may enter into a contract for the acquisition of goods, materials, equipment, services, and supplies. Ordinarily, to avoid pledging the credit of the City, the term of the contract is one year. Some contracts contain renewal clauses describing the conditions under which a contract may be renewed for an additional period of time.

Multiyear agreements refer to any contract which exceeds twelve months and/or will cover more than one contract year. When the intent is to enter into an agreement for more than one-year, specific contract provisions are required. The most common multiyear contract structure is to define an initial term of thirty-six months or less followed by up to four one-year renewal terms which may be negotiated and exercised between the vendor and the City, within the entirety of the contract.

A contract cannot be renewed if there are no remaining renewal options or if the agreement was not originally established as a renewable agreement. To obtain goods, materials, equipment, services or supplies when renewals are not available, a requisition will be required and will be processed according to the current policy and procedures of the City. It is the responsibility of the end user Department to submit a new purchase request to establish a new agreement when there are no remaining renewal options available. This should be done 90-120 days prior to the contract expiration.

All contracts and agreements within Level 1 or Level 2 must be reviewed by the City Attorney, signed by the City Administrator, Assistant City Administrator or Department Head, and Attested by the City Auditor. Documents shall be sent to Purchasing@FargoND.gov to be uploaded for retention. Contracts and agreements within Level 3, Level 4, and Leases must be reviewed by the City Attorney, approved by the Board of City Commissioners, and signed by the Mayor. A copy of the completed documents will be sent back to the department once finalized.

Federal Grant Procurement

Procurements funded with federal financial assistance agreements shall be conducted utilizing the City's own procedures for procurements set forth in the City of Fargo Purchasing Policy and Procedure Manual since the thresholds are more restrictive than those established by 2 CFRF Part 200, adopted by the Federal Office of Management and Budget. It is the department's responsibility to maintain the Grant Procurement File which should include the following:

1. Advertisement
2. Solicitation of Quotes, Proposals, Bids along with responses received
3. Bid Tabulation
4. City Commission Agenda item approving the contract
5. Purchase Order

Reference Appendix B: Grants Fiscal Cash Management Policy

Vendor Suspension and Debarment

The City of Fargo shall not conduct business with vendors who are currently suspended or debarred from participation in Federal Grants and contracts or vendors who have not successfully resolved performance issues on past procurements with the City. It is the responsibility of the Department Heads to confirm with Purchasing@FargoND.gov that a vendor is not on the "Exclusions Extract" database on the www.sam.gov website prior to entering any contacts with a vendor. Verification documents need to be date stamped and saved as these are needed for Audit purposes.

Review Committees

Review Committees consist of Public Works Project Evaluation Committee, Utility Committee and Finance Committee along with Ad Hoc committees that have been created by the City Commission. The role of these committees is to provide a review and recommendations regarding specific topics to the City Commission.

Contract Task Orders

Task orders are used to perform services utilizing an existing agreement or contract and must be authorized prior to the work being performed. Items within the Task Order should include Scope of Services, Engineer's compensation, times for performance of services and other relevant information for a specific project. A Task Order cannot include tasks or responsibilities not covered in the contract. A project may use services provided under one or more task orders, and services under one or more contracts.

Task orders under \$15,000 may be approved by the Department Head. Task orders between \$15,000 - \$100,000 may be reviewed and approved by the Department Head and the corresponding Review Committee if applicable. Task orders that meet and exceed Level 3 limits must also be approved by the Board of City Commissioners.

Contract Change Orders

Change orders are used to modify an existing contract and must be authorized prior to the work being performed. Change orders involving construction may be approved by the Department Head up to \$25,000. All change orders for construction more than \$25,000 must be approved by the Board of City Commissioners.

Change orders involving supplies, material, or equipment up to 10% of the total cost must be approved by the Department Head. Amounts more than 10% must be approved by the Board of City Commissioners.

Work Change Directive: If time is of the essence, a work change directive can be approved by the Department Head, with notification to the Purchasing Manager and City Administration. A formal change order will be presented to the City Commission as it impacts on the contract price.

Master Service Agreement (MSA)

A MSA is used for issuing contract task orders. The MSA is a contract between two or more parties that establishes what terms and conditions will govern all current and future activities and responsibilities. MSAs create a contract framework that establishes the foundation for all future actions.

Retainage

This payment method allows for a specified amount or percentage of progress payments to be retained or held back. Upon completion of all contract requirements, the retained amount is then paid promptly to the vendor. This payment method is most common among construction contracts.

Insurance

The contractor agrees to indemnify and hold the City harmless from any and claims, demands or causes of action resulting from the provision of services as described in a contract.

Vendor employees must be covered by North Dakota's Workers Compensations. Vendor shall maintain appropriate general liability, motor vehicle damage and injury and other insurance coverage necessary based on the scope of the project. Contractor shall provide a copy of Certificate of Liability naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of the Agreement or Contract and maintain insurance throughout the extensions.

Requisitions

Once the procurement process has been approved, complete a requisition electronically in the City accounting software system. Required information shall include Account Number, Project Number (if applicable), Cost, Description (including Reference Number), and Delivery Time of the item(s) or service(s).

Purchase Order

A Purchase Order will be sent, by the Finance Department or department designee, to a vendor for procuring supplies and services that have been awarded. A completed IRS W-9 (W-8 for Canadian vendors) form is also required for all new or updated vendors to the City of Fargo or a vendor that has had any changes to their Name, Address, or Tax ID Number.

Annual Purchase Orders shall be utilized when the City of Fargo and a selected supplier enter into a contract with respect to a particular good or service that is repetitively procured within their budget.

Guarantees and Warranties

Nearly all machinery, work completed, and acquisitions have a guaranteed life or a warranty period. Departments should carefully document the date of installation to make sure that guarantees or warranties are performed as stated. Many dollars can be saved by careful attention to performance standards as stated and actual performance even to the point of replacement of the machines.

Fixed Assets

Any asset purchased, costing more than \$10,000 per unit, requires a *Fixed Asset Addition* form to be completed.

Employee Conflict of Interest

It shall be unethical for any city employee to participate directly or indirectly in a procurement contract for reasons specified in the City of Fargo Human Resources Policy Manual under No. 300-005.

Infrastructure Development by Private Operators (P3 Projects)

Per NDCC § 48-02.1-03; a public authority may solicit or accept proposals from private operators for the constructing, improving, rehabilitating, operating, managing, and owning of a fee-based facility that will be situated in an area subject to the public authority's jurisdiction. After a hearing, the public authority may accept a proposal that it determines to be in the public interest. A public authority may negotiate and enter into a development agreement with any private operator.

Purchase Card Program (P-Card)

The purpose of the purchase card (P-Card) program is to provide an efficient, cost-effective method of purchasing and paying for small-dollar as well as high-volume purchases. The program is intended for use whenever purchase orders are not applicable or impractical. The City is exempt from paying North Dakota sales tax on purchases. The purchase card holder shall keep itemized receipts for goods purchased. P-Card purchases are not allowed if any convenience fees are charged. Refer to the *Purchasing Card Policy & Procedures Manual* for more information.

Process for Rebates

Rebate checks should be made payable to the City. If the check is made payable to an individual, it must either be signed over to the City or the individual must reimburse the City the amount of the rebate check with cash or check. Rebate checks or reimbursements should be deposited back into the account from which the original purchase was made.

Rebates in the form of certificates, property or gift cards must be returned to the department for future use. Department heads are responsible for assuring that a procedure is in place to account for the rebates.

Definitions

Authorized Signature

Signature authority recognized by the City to obligate funds from a designated account and legally bind the City. The Mayor's signature or designee is the only authorized signature.

Bidder

A company or an individual submitting a response to an Invitation to Bid or Request for Proposal.

Bid Bond

Bond issued by a surety company authorized to do business in the State of North Dakota, which ensures that the bidder will enter into the contract for which a formal written bid has been submitted.

Bid Opening

The process of opening and reading bids, conducted at the time and place specified in the Invitation to Bid and/or the advertisement, and in the presence of anyone who wishes to attend.

Contract Change Order

A document that changes the original entries of a purchase order or contract.

Contract Task Order

Once a contractor has a basic contract, task orders are agreements for specific goods or services to meet the overall goals of the basic contract.

Commodity Codes

Numbers assigned to categories of items that are the subject of contracts or awards executed by Purchasing Manager. These codes (numbers) are used by the City of Fargo to group similar items for bidding purposes to ensure that bidders are notified when a bid is issued for commodities the bidder wishes to sell to the City.

Encumbrance

Process where the purchase order sets aside funds for the purchase of supplies or equipment by virtue of an entry of the general ledger for the specified fund source given in the requisition.

Formal Procurement Process

Shall mean the overall process of development of a scope of services or project specifications over \$100,000 relating to public notice and authorizations in support of proposed procurements.

Joint Powers Agreement

A contract, adopted by resolution, between two or more public agencies, which allows the agencies to cooperatively provide services or exercise shared powers outside each agency's normal jurisdiction.

Lease

A contract by which one conveys equipment, or facilities, for a specified term and specified dollar amount.

Procurement

The process for obtaining goods or services, including all activities from the planning steps and preparation and processing of a requisition, through receipt and acceptance of delivery and processing of a final invoice for payment. The acts of preparing specifications, evaluating bids or proposals, making awards, and administering contracts are involved.

Purchase Order

A purchaser's document to formalize a purchase transaction with a vendor. The purchase order should contain statements as to the quantity, description, and price of the goods or services ordered; applicable terms as to payment, date of performance, and transportation; and other factors or suitable references pertinent to the purchase and its execution by the vendor. Acceptance of a purchase order constitutes a contract.

Reference Number

Prior to a bid request, a number is assigned by the Purchasing Manager or designee to ensure tracking and identification purposes.

SAM.gov

The Integrated Award Environment (IAE) facilitates the federal awards processes in multiple online systems, including the System for Award Management, or SAM.gov, an official website of the U. S. Government. Those systems are used for registering to do business with the federal government, listing contract opportunities, capturing contractor performance, viewing contract data, searching assistance listings, reporting subcontracts, and more.

Specification

A written description of requirements for a particular supply or service.

Tabulation of Bids

A recording of bidders and their listing of prices in response to a specific solicitation made for the purpose of comparing and record keeping.

CITY OF Fargo Fire Department

MEMORANDUM

26

TO: FARGO CITY COMMISSION

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: 12/19/2023

SUBJECT: CHANGE ORDER FOR PROJECT BP0065 FIRE STATION #8

This request is for three change orders for the construction of Fire Station # 8.

CO # 6. – Provide asphalt and paving on 33rd St S. The contractor bid for a 28-foot wide road but the actual was 32 feet. There was additional asphalt needed and additional prep for water flow. The cost for this change order is \$8,737.93.

CO # 7. – Deduction based on review of casework shop drawings. A savings of \$588.66.

CO # 8 – Addition of galvanized concrete edge protection at 3 trench drain perimeters at a cost of \$9,866.95.

The original price of the contract for General Construction was \$3,504,720.00. The proposed changes will bring the total cost of the General Construction to \$3,535,604.56.

RECOMMENDED MOTION: Approve three change orders for BP0065 Fire Station #8 in the amount of \$18,016.22.

AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address) Fire Station #8 6617 33rd St S Fargo, ND 58104	CONTRACT INFORMATION: Contract For: General Construction Date: May 15, 2023	CHANGE ORDER INFORMATION: Change Order Number: 06 Date: 12/07/2023
OWNER: (Name and address) City of Fargo Fire Department 637 NP Avenue Fargo, ND 58102	ARCHITECT: (Name and address) Engineers-Architects, P.C. (herein known as EAPC Architects Engineers) 112 North Roberts Street Suite 300 Fargo, ND 58102	CONTRACTOR: (Name and address) Ledgestone, Inc. 22930 County Hwy 6 Detroit Lakes, MN 56501

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Border States paving based quote for temporary asphalt road way extension on City of Fargo direction of 28' gutter to gutter option. Actual gutter to gutter width is 32', not 28'.

Additional prep work and asphalt was needed to raise south end of roadway extension to get water flow to the curb and not sit at drive entry. 36.82 additional tons of asphalt were needed to complete the roadway extension.

The original Contract Sum was	\$ 3,504,720.00
The net change by previously authorized Change Orders	\$ 32,178.34
The Contract Sum prior to this Change Order was	\$ 3,536,898.34
The Contract Sum will be increased by this Change Order in the amount of	\$ 8,737.93
The new Contract Sum including this Change Order will be	\$ 3,545,636.27

The Contract Time will be unchanged by Zero (0) days.
 The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Engineers-Architects, P.C. (herein known as EAPC Architects Engineers) ARCHITECT (Firm name) <hr/> _____ SIGNATURE <hr/> Nicholas Naujokas, Architect PRINTED NAME AND TITLE <hr/> 12/7/2023 DATE	Ledgestone, Inc. CONTRACTOR (Firm name) <hr/> _____ SIGNATURE <hr/> Josh Lessman President PRINTED NAME AND TITLE <hr/> 12/11/2023 DATE	City of Fargo Fire Department OWNER (Firm name) <hr/> _____ SIGNATURE <hr/> Steven Dittgen, Fire Chief PRINTED NAME AND TITLE <hr/> 12/13/2023 DATE
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Ledgestone Inc.
 22930 CO Hwy 6
 Detroit Lakes MN 56501

www.ledgestoneinc.com
 218-849-6140
 218-847-5013



LEDGESTONE, INC.

Change Order Request

COR Number: 06

Date: 12/4/2023

Project Number: 2301

Contract Date: 5/15/2023

To:	Project:
City of Fargo Fire Department 637 NP Avenue Fargo ND 58102	Fargo Fire Department Station #8 6617 33rd Street South Fargo ND 58104

Description of Change:

Border States Paving based quote for temporary asphalt road way extension on City of Fargo direction of 28' gutter to gutter option. Actual gutter to gutter width is 32' not 28'. Additional prep work and asphalt was needed to raise south end of roadway extension to get water flow to the curb and not sit at drive entry. 36.82 additional tons of asphalt were needed to complete the roadway extension.

Project Original Contract Sum	3,504,720.00
Total of Previously Approved Change Orders	32,178.34
Contract Amount Prior to this Change Order	3,536,898.34
Proposed Contract Amount of this Change Order	8,737.93
Proposed Contract Amount Including this Change Order	3,545,636.27

Accepted By:

_____ Contractor <i>(Company Name)</i>	_____ Owner <i>(Company Name)</i>	_____ Other <i>(Company Name)</i>
_____ By <i>(Signature)</i>	_____ By <i>(Signature)</i>	_____ By <i>(Signature)</i>
_____ Printed Name	_____ Printed Name	_____ Printed Name
_____ Date	_____ Date	_____ Date
	_____ Owner's Change Order Number	

Ledgestone Inc.
 22930 CO Hwy 6
 Detroit Lakes MN 56501

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 218-849-6140
 218-847-5013



LEDGESTONE, INC.

Change Order Request

COR Number: 06

Date: 12/4/2023

To: City of Fargo Fire Department	Project: Fargo Fire Department Station #8
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Item	Description	Quantity	UOM	Unit Price	Extended Price
32 - Exterior Improvements					
	Additional Asphalt	36.82	Ton		
	Additional Prep full paving crew	2.00	HR	494.75	989.50
	Crushed concrete	39.00	TN	21.00	819.00
				Exterior Improvements Total:	8,737.93
				Change Order Total:	8,737.93

2023 HOTMIX TOTALS

DATE DELI VER	JOB #	LOCATION OR CUSTOMER	TYPE OF Material	TONS	A/C Oil Tons	MCF Nat Gas	Type of Oil
10/09/23	123-43	Fargo Fire Station #8	Crushed Concrete	39.15	-	-	-
10/09/23	123-43	Fargo Fire Station #8	FAA 43	85.98	3.45	23.44	58S-28
10/10/23	123-43	Fargo Fire Station #8	FAA 43	83.67	3.36	24.36	58S-28

AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Fire Station #8 6617 33rd St S Fargo, ND 58104	CONTRACT INFORMATION: Contract For: General Construction Date: May 15, 2023	CHANGE ORDER INFORMATION: Change Order Number: 07 Date: 12/07/2023
OWNER: <i>(Name and address)</i> City of Fargo Fire Department 637 NP Avenue Fargo, ND 58102	ARCHITECT: <i>(Name and address)</i> Engineers-Architects, P.C. (herein known as EAPC Architects Engineers) 112 North Roberts Street Suite 300 Fargo, ND 58102	CONTRACTOR: <i>(Name and address)</i> Ledgestone, Inc. 22930 County Hwy 6 Detroit Lakes, MN 56501




THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
 Deductions and additions upon review of casework shop drawings 11.12.23.
 Change from exposed support bracket to concealed wall brackets at learning 103.
 Remove quartz tops at oven and microwave recess.

The original Contract Sum was	\$ 3,504,720.00
The net change by previously authorized Change Orders	\$ 32,178.34
The Contract Sum prior to this Change Order was	\$ 3,536,898.34
The Contract Sum will be decreased by this Change Order in the amount of	\$ 588.66
The new Contract Sum including this Change Order will be	\$ 3,536,309.68

The Contract Time will be unchanged by Zero (0) days.
 The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Engineers-Architects, P.C. (herein known as EAPC Architects Engineers)	Ledgestone, Inc.	City of Fargo Fire Department
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
Nicholas Naujokas, Architect	Josh Lessman President	Steven Dirksen Fire Chief
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
12/7/2023	12/11/2023	12/13/2023
DATE	DATE	DATE

Ledgestone Inc.
 22930 CO Hwy 6
 Detroit Lakes MN 56501

www.ledgestoneinc.com
 218-849-6140
 218-847-5013



LEDGESTONE, INC.

Change Order Request

COR Number: 07

Date: 12/7/2023

Project Number: 2301

Contract Date: 5/15/2023

To:	Project:
City of Fargo Fire Department 637 NP Avenue Fargo ND 58102	Fargo Fire Department Station #8 6617 33rd Street South Fargo ND 58104

Description of Change:

Deductions and additions upon review of casework shop drawings 11.12.23
 Change from exposed support bracket to concealed wall brackets at learning 103
 Remove quartz tops at oven and microwave recess

Project Original Contract Sum	3,504,720.00
Total of Previously Approved Change Orders	32,178.34
Contract Amount Prior to this Change Order	3,536,898.34
Proposed Contract Amount of this Change Order	(588.66)
Proposed Contract Amount Including this Change Order	3,536,309.68

Accepted By:

_____ Contractor (Company Name)	_____ Owner (Company Name)	_____ Other (Company Name)
_____ By (Signature)	_____ By (Signature)	_____ By (Signature)
_____ Printed Name	_____ Printed Name	_____ Printed Name
_____ Date	_____ Date	_____ Date
	_____ Owner's Change Order Number	

Ledgestone Inc.
 22930 CO Hwy 6
 Detroit Lakes MN 56501

www.ledgestoneinc.com
 218-849-6140
 218-847-5013



LEDGESTONE, INC.

Change Order Request

COR Number: 07

Date: 12/7/2023

To: City of Fargo Fire Department	Project: Fargo Fire Department Station #8
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Item	Description	Quantity	UOM	Unit Price	Extended Price
06 - Woods, Plastics, and Composites					
	Concealed support brackets	1.00	LS	250.24	250.24
Woods, Plastics, and Composites Total:					250.24
12 - Furnishings					
	Remove Quartz Tops	1.00-	LS	810.90	810.90-
	Profit & Overhead	0.00		0.00	28.00-
Furnishings Total:					838.90-
Change Order Total:					588.66-



Quoted To
LEDGESTONE, INC
22930 County Highway 6
Detroit Lakes, Minnesota 56501
United States

Ship To
Fargo Fire Station #8
6617 33rd ST. S
Fargo, North Dakota 58104
United States

Phone: 218-844-4550

Job Name: Fargo Fire Station #8

FOB	Ship Via	Terms	Lead Time	Quote Date
Destination	TBD	Net 30	6 - 8 Weeks	Dec 8, 2023

Ln	Item Description	Qty	Unit
1	20/a701 training 103 Casework	1	EA
2	Deduct of Plastic Laminate Apron in Training Room 103	1	EA

changes per returned submittal to training 103, concealed brackets and plain apron
Plastic Laminate Apron in Training Room 103 Deducted per Contractor Request.

Subtotal	\$232.78
7.5% Sales Tax	\$17.46
USD Total	\$250.24

Prepared by: Jerry Symington

*Quoted price is valid for 30 Days and is based on prices of specified building materials in effect as of the date of the quote. The quoted products are subject to price increase in the event of an increase of the price of building materials outside the control of Woodside Industries, Inc.

Accepted by: _____ Date: _____

Woodside Industries
606 Division Ave S
Cavalier, ND, 58220 United States



Estimate

828 NP Ave
 Fargo, ND 58102
 701-235-1185

Date: 12/6/2023

Customer: FARGO FIRE #8
 Accounts: LEDGESTONE INC
 DAVE

Job: #45893-119 Q45893
 Estimator: Donovan W.
 Project Manager: Randy S
 Schedule Manager: Shantel M

Billing Address: 421 WEST MAIN SUITE 104
 DETROIT LAKES, MN
 218-849-6140

Job Site: 6617 33RD ST S
 (WAY SOUTH FARGO)
 FRONTIER, ND 58104
 612-836-3113
 dave.munson@ledgestoneinc.com

119 (#91538,1)	\$9,321.11
<p>TOPS INCLUDE 2CM MATERIAL WITH 4CM EDGE. NO SPLASH. UM SINK CUTOUT (SINK BY OTHERS). COOK TOP CUTOUT. TEMPLATE/INSTALL INCLUDED. MICROWAVE SHELVES REMOVED PER REQUEST.</p> <p>Corian Quartz 2cm: Snowdrift (Corian Quartz) 2CM (Cat. Per Slab) Made in Canada Edge (Stone): Z40 Standard 4CM Cutout: Cooktop Cutout: U/M Sink Services: Material Freight Fabrication (Stone): Solid 3/4" Plywood Buildup (SQFT) Installs : Faucet Drilling (Up to 3 Holes) Installs : Field Seam Installs : Install--Per Square Foot Installs : Template Charge Installs : Undermount Sink Prep</p> <p style="text-align: right;">Base bid quote \$10,132.01</p>	

Total: \$9,321.11

Terms and Conditions

Deduct (\$810.90)

- Rooms or areas not specified in our estimate will not be provided at zero charge. Room #s or areas *must be verified* on our estimate.
- Material with veining or movement requiring matching at the seam will require a custom estimate and possible material upcharge.
- Material is not ordered or put on hold until a PO is received by Fabricators Unlimited. When a PO is received, the supplier is contacted to determine availability.
- If the material is available and we have a PO a hold will be attempted.
- Estimates with multiple colors options must have color chosen to place a hold.
- If the fabrication date is too far out and the supplier will not place a hold, a material deposit may be required to hold the material.
- Material price may change from time of estimate. The estimate is good for 30 days. Material price change between actual order date and time of estimate will be determined. Any difference may be advised to customer via change order.
- Material deposit may be requested.
- Template / field measure is not included for delivery or CPU material unless identified on the estimate.
- Estimate is valid only for the name on the estimate and not for a 3rd party.
- Caulking is not included, quote can be given upon request.
- Sills are not scribed to fit.

- Hard measure of sills, if any, is done when drywall is in place.
- Cultured marble tops are not hard measured and will not be scribed. Gaps may result.
- Trip charges may apply if a template or install is scheduled and the job site is not ready.
- Material warranty is limited to the manufacturer's warranty.
- Damage caused by other trades or abuse is not covered under warranty. Replacement cost will be chargeable at current market rates
- Change orders need to be approved timely (prior to production and ordering material).
- If no template is asked for, and we measure at our discretion and find a difference in the measurements, we will invoice customer for 25% of the cost of the top made.
- Manufacturing from drawings only (no template or measurement) allows any remakes to be invoiced at regular pricing.
- Material and /or labor provided that is within industry specifications cannot be denied payment.
- Jobs canceled after a signed PO or contract may result in re-stocking fees and freight costs to return material.
- All work is performed under normal business hours at regular pay rates unless otherwise specified on estimate. If time on site after hours or special wage rates apply, the estimate will be adjusted accordingly.
- Approved shop drawings take precedence over bid specifications and architectural drawings. We will not be responsible for conflicts between the approved shop drawings and architectural intent.
- Use of heat in or near stone tops sufficient to warm the tops will require: 1) heat tape installed and 2) gap between stone and heat source. Not abiding by these requirements greatly increases likelihood of thermo shock. Fabricators Unlimited will not be responsible for replacing tops that crack due to heat exposure / thermo shock.
- Final price may vary depending on final drawings! Tax is not included in the estimate. Tax may still apply.
- Prepayment before material is ordered may be required.
- All Delivery/Install Dates are tentative and are subject to change for various reasons.
- Quote reflects known material price. When material is ordered, actual material price may require quote adjustment or change order (If P.O. has been sent)
- Acceptance of P.O. does not guarantee desired completion date. Standard operation procedure states the information requested below must be chosen and communicated with Fabricators prior to Scheduling.

Jobsite Address (Product Installation Location):

Name _____

Address _____

City _____ St _____ Zip _____

Phone _____

Product Brand _____ Color _____

Sink by End User _____ or Sink by Fab _____

Sink Brand & Model _____ Color _____

Cooktop or Slide In Stove Brand & Model _____

Edge Profile _____ Backsplash: Yes/No (Circle)

New Construction _____ Remodel (New Cabinet) _____ Remodel (Existing Cabinets) _____

Desired Completion Date _____

AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Fire Station #8 6617 33rd St S Fargo, ND 58104	CONTRACT INFORMATION: Contract For: General Construction Date: May 15, 2023	CHANGE ORDER INFORMATION: Change Order Number: G08 Date: December 15, 2023
OWNER: <i>(Name and address)</i> City of Fargo Fire Department 637 NP Avenue Fargo, ND 58102	ARCHITECT: <i>(Name and address)</i> Engineers-Architects, P.C. (herein known as EAPC Architects Engineers) 112 North Roberts Street Suite 300 Fargo, ND 58102	CONTRACTOR: <i>(Name and address)</i> LedgeStone, Inc. 22930 County Hwy 6 Detroit Lakes, MN 56501

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)


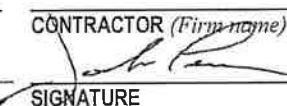
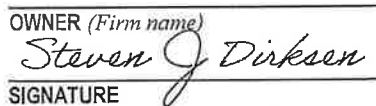
Add galvanized concrete edge protection at (3) trench drain perimeters in apparatus bay per FFD request.

The original Contract Sum was	\$ 3,504,720.00
The net change by previously authorized Change Orders	\$ 32,767.00
The Contract Sum prior to this Change Order was	\$ 3,537,487.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 9,866.95
The new Contract Sum including this Change Order will be	\$ 3,547,353.95

The Contract Time will be unchanged by Zero (0) days.
 The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Engineers-Architects, P.C. (herein known as EAPC Architects Engineers) <hr/> ARCHITECT <i>(Firm name)</i> <hr/>  SIGNATURE <hr/> Nicholas Naujokas, AIA, Senior Architect PRINTED NAME AND TITLE <hr/> 12/15/2023 DATE	LedgeStone, Inc. <hr/> CONTRACTOR <i>(Firm name)</i> <hr/>  SIGNATURE <hr/> Josh Lessman President PRINTED NAME AND TITLE <hr/> 12/18/2023 DATE	City of Fargo Fire Department <hr/> OWNER <i>(Firm name)</i> <hr/>  SIGNATURE <hr/> Steven J Dirksen Fire Chief PRINTED NAME AND TITLE <hr/> 12/19/2023 DATE
---	---	--

Ledgestone Inc.
 22930 CO Hwy 6
 Detroit Lakes MN 56501

www.ledgestoneinc.com
 218-849-6140
 218-847-5013



LEDGESTONE, INC.

Change Order Request

COR Number: 08

Date: 12/14/2023

Project Number: 2301

Contract Date: 5/15/2023

To:	Project:
City of Fargo Fire Department 637 NP Avenue Fargo ND 58102	Fargo Fire Department Station #8 6617 33rd Street South Fargo ND 58104

Description of Change:

Add galvanized concrete edge protection at (3) trench drain perimeters in apparatus bay per FFD request.

Project Original Contract Sum	3,504,720.00
Total of Previously Approved Change Orders	21,017.61
Contract Amount Prior to this Change Order	3,525,737.61
Proposed Contract Amount of this Change Order	9,866.95
Proposed Contract Amount Including this Change Order	3,535,604.56

Accepted By:

_____ Contractor <i>(Company Name)</i>	_____ Owner <i>(Company Name)</i>	_____ Other <i>(Company Name)</i>
_____ By <i>(Signature)</i>	_____ By <i>(Signature)</i>	_____ By <i>(Signature)</i>
_____ Printed Name	_____ Printed Name	_____ Printed Name
_____ Date	_____ Date	_____ Date
	_____ Owner's Change Order Number	

Ledgestone Inc.
 22930 CO Hwy 6
 Detroit Lakes MN 56501

www.ledgestoneinc.com
 218-849-6140
 218-847-5013



LEDGESTONE, INC.

Change Order Request

COR Number: 08

Date: 12/14/2023

To: City of Fargo Fire Department	Project: Fargo Fire Department Station #8
--	--

Item	Description	Quantity	UOM	Unit Price	Extended Price
03 - Concrete					
	Concrete forming	1.00	LS	3,880.00	3,880.00
				Concrete Total:	3,880.00
05 - Metals					
	Galvanized angle iron	1.00	LS	4,929.95	4,929.95
	Profit & Overhead	0.00		0.00	1,057.00
				Metals Total:	5,986.95
				Change Order Total:	9,866.95


AIA® Document G709™ – 2018
Proposal Request

PROJECT: *(name and address)*
 Fire Station #8
 6617 33rd St S
 Fargo, ND 58104

CONTRACT INFORMATION:
 Contract For: General Construction
 Date: May 15, 2023

Architect's Project Number: 20222800
 Proposal Request Number: G04
 Proposal Request Date: 11.30.23

OWNER: *(name and address)*
 City of Fargo Fire Department

 637 NP Avenue
 Fargo, ND 58102

ARCHITECT: *(name and address)*
 Engineers-Architects, P.C. (herein known
 as EAPC Architects Engineers)
 112 North Roberts Street
 Suite 300
 Fargo, ND 58102

CONTRACTOR: *(name and address)*
 LedgeStone, Inc.

 22930 County Hwy 6
 Detroit Lakes, MN 56501

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Zero (0) days or notify the Architect in writing of the anticipated date of submission.

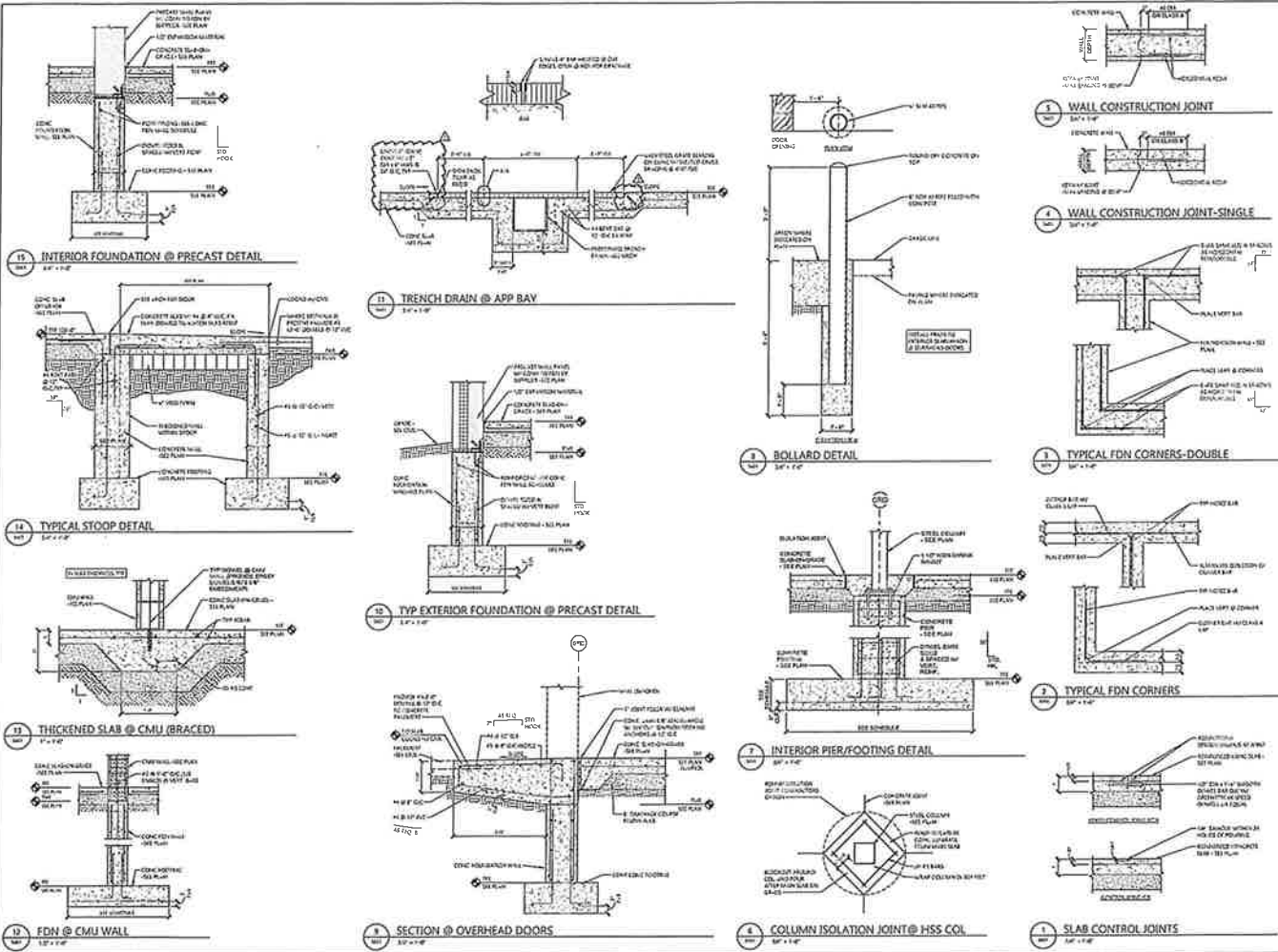
(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

Provide continuous galvanized angle at apparatus bay trench drains. See attached S601.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Nicholas Naujokas, AIA, Architect
PRINTED NAME AND TITLE



EAPC
 ENGINEERING ARCHITECTURE PLANNING CONSULTANTS
 1400 S. GRAND AVENUE, SUITE 200, FARGO, ND 58103
 WWW.EAPC.NET

CLIENT
 FARGO FIRE DEPARTMENT

PROJECT DESCRIPTION
 FARGO FIRE STATION #8

CITY FARGO
STATE NORTH DAKOTA

ISSUE DATES

DATE	DESCRIPTION	BY
01/15/2022	ISSUED FOR PERMIT	SS/ML
02/01/2022	ISSUED FOR CONSTRUCTION	SS/ML
02/15/2022	ISSUED FOR CONSTRUCTION	SS/ML

PROJECT NO. 20222800
DESIGN BY SS/ML
CHECKED BY SS/ML

STAMP

ISSUING TITLE
 FOUNDATION DETAILS

S601



www.FargoSteel.com

Fargo Steel Fabrication
16450 36th Street SE
Mapleton, ND 58059
701-793-5128
Curtis@FargoSteel.com

December 14, 2023

To: Ledgestone

Project: Fargo Fire #8 PR4
Fargo, ND

Base off drawings: PR4 drawings only.
Drawings dated: 11/30/23

Base Bid (Materials Only):

Scope of Work:

1. 05 1200 Structural Steel
 - Angle Trench Frame – Galvanized
 - i. 3 areas
 - Job Site Delivery

Total Base Bid: \$4,586.00 Plus tax

Exclusions:

- (1) Taxes
- (2) Unloading, Installation, & Erection
- (3) Touchup paint, galvanizing repair, and field painting
- (4) Shoring of any kind
- (5) Grout and grouting
- (6) Engineering or design work of any kind
- (7) Field planning, field measuring, field surveys, or as-built surveys
- (8) Finish paint systems
- (9) AISC certified shop
- (10) All Aluminum and stainless steel
- (11) Bolts and supports for other trades, wood to Steel Fasteners
- (12) Items not sized or specified on drawings
- (13) All special inspection costs
- (14) Rebar, rebar couplers, and welding of the same to structural steel

Qualifications:

1. Price is F.O.B Jobsite
2. No back charges will be accepted without Fargo Steel Fabrication's written acceptance of the back charge
3. Price based on no retainage, or liquidated damages
4. Fargo Steel Fab reserves the right to review material pricing and adjust per market conditions.

5. Cash or net 30 days for customers with Pre-Approved Credit. Interest will be charged on past due accounts
6. Paint: One coat standard gray shop primer
7. Cleaning: Hand Tool/SSPC-SP2

We acknowledge (0) addendums

This bid is good for 15 calendar days.

Terms: If this proposal is acceptable, please sign and date below, initial each page and email all pages of this proposal to Curtis@FargoSteel.com

This proposal shall become a part of the subcontract agreement. NET 30, No Retainage allowed, 18% annual rate on unpaid balance, plus collection fees.

Respectfully Yours,

Curtis L Pederson

Curtis Pederson

Estimator

Signing of this proposal constitutes acceptance of Fargo Steel Fabrication Exclusions, Qualifications, and Terms.

Company Name: _____

Signature and Date: _____

Print Name & Title: _____

Change Order

Summit Siteworks, LLC.

1551 8th Ave NW - West Fargo, ND 58078 - Phone:701-478-4101



Contractor: Josh Lessman

Project: Firehall #8

Date: 12.14.23

We hereby submit change order for:

<u>QTY</u>	<u>Units</u>	<u>Description</u>		
16 mh		Install 350 LF of angle iron after trench drains and recessed are pourec	\$	1,440.00
1 ea		Drill bits and fasteners for angle iron	\$	200.00
 Optional*				
366 LF		set seal waterstop	\$	1,800.00
366 LF		2X4 keyway in cold joint for attaching steel	\$	440.00

Total Change Orders: \$3,880.00

Total for this Change Order:

One Thousand Six Hundred Forty Dollars and No Cents

PAYMENT:

Payment is due on that portion of work completed by the end of the month, by the following 10th of the month.

Finance charges of 1.5% per month on accounts 30 days or more past due. No Retainage.

AUTHORIZED SIGNATURE : _____

NOTE: This proposal may be withdrawn by us if not accepted within 30 days. All materials are guaranteed to be as specified and for a period of one year after placement.

All work to be completed in a workman - like manner according to standard practices. Any alterations or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

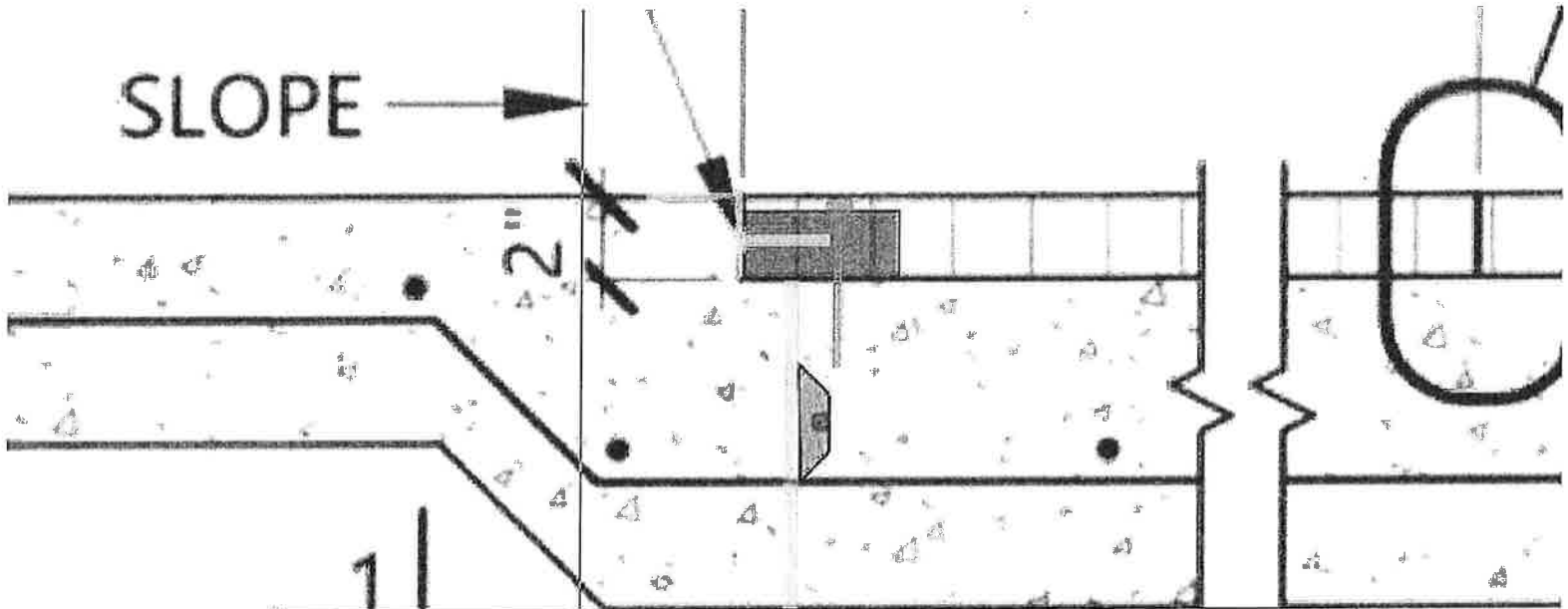
Owner is to carry fire, tornado, and any other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Any concrete cracking due to soil or compaction of soil is not the responsibility of Summit Siteworks LLC.. Any concrete that cracks or spawls after temperatures drop below 30% Fahrenheit is Contractor's responsibility.

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will

be made as outlined above.

SIGNATURE : _____ DATE OF ACCEPTANCE : _____

Please Sign and Return one copy to be put on Schedule.



	construction joint to accomodate steel	0.7 FT	
	2X4 plate to hold steel	0.0 SQ FT	
	angle iron	0.4 FT	
	tapcon	0.4 FT	
	screw	0.3 FT	
	waterstop	NAN SQ FT	
	2X4 Keyway	0.0 SQ FT	

CITY OF Fargo Fire Department

MEMORANDUM

27

TO: FARGO CITY COMMISSION

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: 12/19/2023

**SUBJECT: ELECTRICAL CONSTRUCTION CHANGE ORDER 1 FOR PROJECT BP0065
FIRE STATION 8**

This request is for one change order for the electrical construction of Fire Station # 8.

CO # 1. – Removal of unneeded detection devices, pull stations and notification horns at a savings of \$4,967.00.

The original price of the contract for Electrical Construction was \$591,000. The proposed changes will bring the total cost of the Electrical Construction to \$586,033.

RECOMMENDED MOTION: Approve change order #1 for Electrical Construction for BP0065 Fire Station #8 in the amount of \$-4,967.00.

AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Fire Station #8 6617 33rd St S Fargo, ND 58104	CONTRACT INFORMATION: Contract For: Electrical Construction Date: May 15, 2023	CHANGE ORDER INFORMATION: Change Order Number: E01 Date: December 15, 2023
OWNER: <i>(Name and address)</i> City of Fargo Fire Department 637 NP Avenue Fargo, ND 58102	ARCHITECT: <i>(Name and address)</i> Engineers-Architects, P.C. (herein known as EAPC Architects Engineers) 112 North Roberts Street Suite 300 Fargo, ND 58102	CONTRACTOR: <i>(Name and address)</i> Grotberg Electric, Inc. 1109 West Main P.O. Box 426 Valley City, North Dakota 58072

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

E501 Remove detection devices from the following rooms, see drawings for changes: 102, 103, 119, 110, 121, 122, 123, 124, 201, 202, 203

E501 Remove manual pulls stations from all exterior doors except Vestibule 101. See drawings for locations changes.

E501 Add notification horn strobes to Apparatus Bay 121.

The original Contract Sum was	\$ <u>591,000.00</u>
The net change by previously authorized Change Orders	\$ <u>0.00</u>
The Contract Sum prior to this Change Order was	\$ <u>591,000.00</u>
The Contract Sum will be decreased by this Change Order in the amount of	\$ <u>4,967.00</u>
The new Contract Sum including this Change Order will be	\$ <u>586,033.00</u>
The Contract Time will be unchanged by Zero (0) days.	
The new date of Substantial Completion will be	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Engineers-Architects, P.C. (herein known as EAPC Architects Engineers) <hr/> ARCHITECT <i>(Firm name)</i> <hr/> <hr/> SIGNATURE Nicholas Naujokas, AIA, Senior Architect <hr/> PRINTED NAME AND TITLE 12/15/2023 <hr/> DATE	Grotberg Electric, Inc. <hr/> CONTRACTOR <i>(Firm name)</i> <hr/> <hr/> SIGNATURE Stephanie Ness, Secretary/Treasurer <hr/> PRINTED NAME AND TITLE 12/19/2023 <hr/> DATE	City of Fargo Fire Department <hr/> OWNER <i>(Firm name)</i> <hr/> <hr/> SIGNATURE Steven J Dirksen Fire Chief <hr/> PRINTED NAME AND TITLE 12/19/2023 <hr/> DATE
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ELECTRICAL WIRING AGREEMENT



Date 11/21/23 Pg 1 of 1

Customer City of Fargo Fire Station

Address 637 NP Ave.

Project Disconnect and reconnect roof tops

Location of Job 6617 33rd st S Fargo ND

Commercial – Residential – Industrial
 1049 5th Ave NE West Fargo ND
 phone: (701) 373-0663
 fax: (701) 373-0664
 email-thomas moltzan@grotbergelectric.com

SPECIFICATIONS OF JOB FOR ABOVE-REFERENCED PROJECT

We agree to following

Deduct and add as per RFP #3 Fire Alarm devices.
 Included Johnson Controls revising the drawings for the FA system.

Labor	\$715.00
11 hours @ \$65.00 per man hour	
Material	\$3,933.10
Tax (7.5%)	<u>\$318.90</u>
Deduct	\$4,967.00

<u>Material breakdown</u>	<u>Quantity</u>
Heat Sensor	-9
Smoke sensors	-17
Sensor bases	-23
Pull stations	-8
CO sensor base	-3.00

Adds

Horn Strobes in apparatus bay	4
-------------------------------	---

TERMS AND CONDITIONS

PAYMENT. The above-referenced sum shall be payable as follows: As Job progresses

EFFECTIVE DATE. This agreement becomes effective when signed by Grotberg Electric Inc, and accepted by Customer.

Acceptance by Customer is complete only upon delivery of a signed agreement to Grotberg Electric, Inc.

WITHDRAWAL OF AGREEMENT. This agreement is automatically withdrawn by Grotberg Electric, Inc., if it is not accepted by customer within seven (7) days.

CUSTOMER

By: Tom Moltzan Title: Estimator
email-thomas moltzan@grotbergelectric.com
www.grotbergelectric.com

By: _____ Title: _____
ACCEPTANCE Dated: _____


AIA® Document G709™ – 2018
Proposal Request

PROJECT: *(name and address)*
 Fire Station #8
 6617 33rd St S
 Fargo, ND 58104

CONTRACT INFORMATION:
 Contract For: General Construction
 Date: May 15, 2023

Architect's Project Number: 20222800
 Proposal Request Number: G03
 Proposal Request Date: 08.01.2023

OWNER: *(name and address)*
 City of Fargo Fire Department

 637 NP Avenue
 Fargo, ND 58102

ARCHITECT: *(name and address)*
 Engineers-Architects, P.C. (herein known
 as EAPC Architects Engineers)
 112 North Roberts Street
 Suite 300
 Fargo, ND 58102

CONTRACTOR: *(name and address)*
 Ledgestone, Inc.

 22930 County Hwy 6
 Detroit Lakes, MN 56501

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Zero (0) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

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E501 Remove manual pulls stations from all exterior doors except Vestibule 101. See drawings for location changes.

E501 Add notification horn strobes to Apparatus Bay 121.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Nicholas Naujokas, AIA, Architect
 PRINTED NAME AND TITLE

EAPC
 ENGINEERING ARCHITECTURE PLANNING CONSULTING
 1515 13th Avenue SW, Suite 200
 Fargo, ND 58103
 701.785.4617
 www.eapc.com

CLIENT
 FARGO FIRE DEPARTMENT

PROJECT DESCRIPTION
 FARGO FIRE STATION #8

CITY FARGO
 STATE NORTH DAKOTA
 ISSUE DATES

NO.	DATE	DESCRIPTION
1	08/21/2023	ISSUE FOR PERMITS
2	08/21/2023	ISSUE FOR PERMITS
3	08/21/2023	ISSUE FOR PERMITS

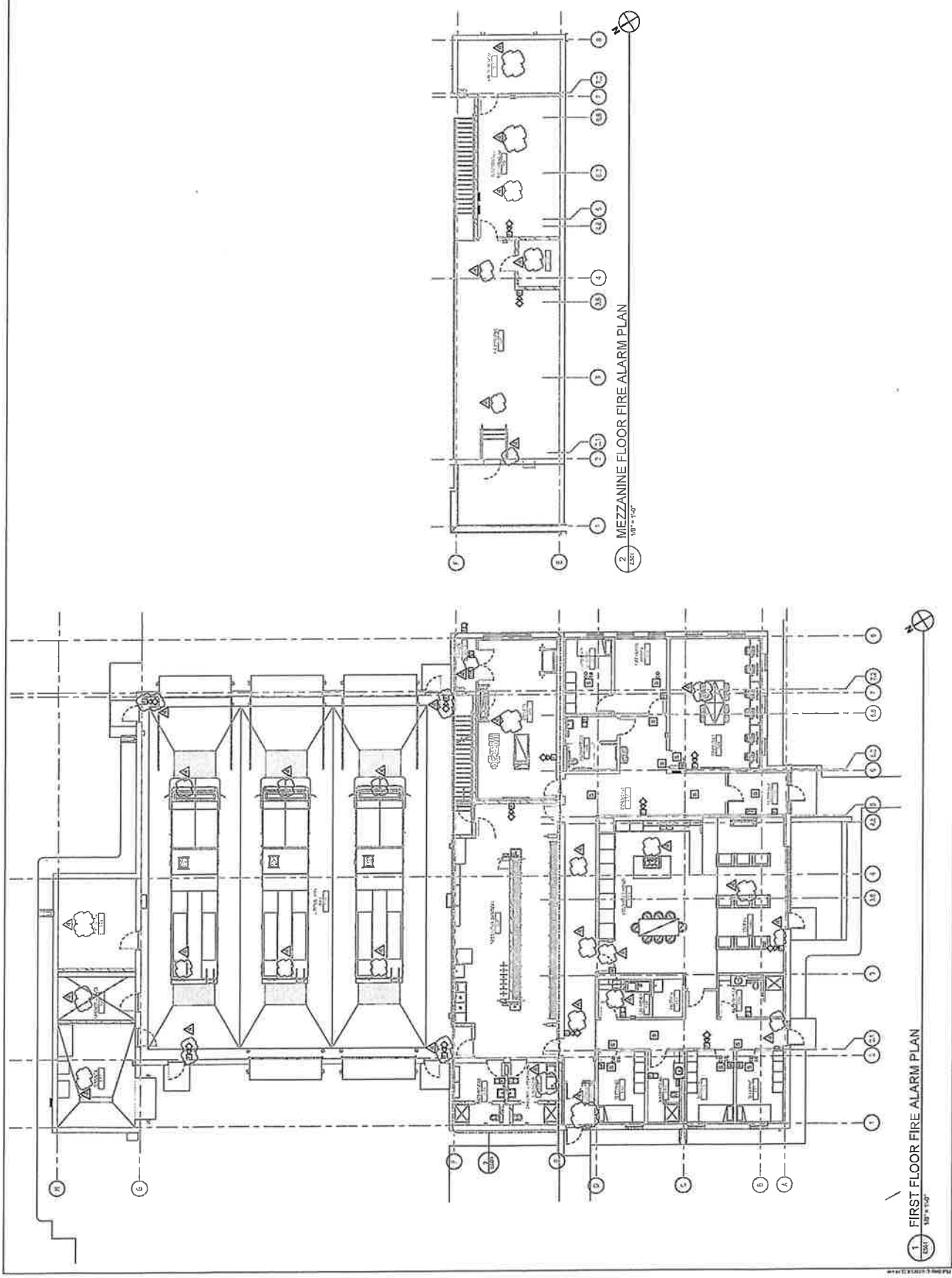
PROJECT NO. 20222800
 DRAWN BY: ML/HN
 CHECKED BY: BNL

CONTRACTOR:
 FARGO FIRE DEPARTMENT
 1515 13th Avenue SW, Suite 200
 Fargo, ND 58103
 701.785.4617
 www.fargo.gov




STAMP
 DRAWING TITLE
 FIRST FLOOR FIRE ALARM PLAN

E501



1 FIRST FLOOR FIRE ALARM PLAN
 1/8" = 1'-0"

2 MEZZANINE FLOOR FIRE ALARM PLAN
 1/8" = 1'-0"

 EAPC	Architecture Engineering
<input type="radio"/> ACCEPTABLE	<input type="radio"/> NOT ACCEPTABLE
<input checked="" type="radio"/> ACCEPTABLE AS NOTED	<input type="radio"/> REVISE AND RESUBMIT
This action applies to design, arrangements and interpretation. Acceptance does not relieve the contractor of responsibility for dimensions, quantities, or deviations from the drawings or specifications.	
BY <i>Bin Wantha</i>	DATE 08/01/2023

EAPC Comments:

1. See drawings for removal of devices as noted by Fire Chief. A PR will be issued for reduction of devices.



Johnson Controls

10000 Johnson Controls Blvd
Omaha, NE 68130
402.426.1000

Project Manager:
John G. ...
Phone: 701.780.1000

Design Engineer:
John G. ...
Phone: 701.780.1000

DATE: 11/11/2010
TIME: 10:00 AM

PROJECT DIRECTORY

DESIGN STATEMENT

THIS DOCUMENT IS A CONTRACT DOCUMENT FOR THE DESIGN AND CONSTRUCTION OF THE FIRE ALARM SYSTEM FOR THE FARGO FIRE STATION 8.

ABBREVIATIONS LEGEND

AC - ALTERNATING CURRENT
DC - DIRECT CURRENT
... (other abbreviations)

SYSTEM SEQUENCE OF OPERATIONS

1. FIRE ALARM DEVICE DETECTS FIRE
2. FIRE ALARM DEVICE SOUNDS BELL AND STRIKE CHIME
3. FIRE ALARM DEVICE SOUNDS SPEAKER
4. FIRE ALARM DEVICE SOUNDS SIREN
5. FIRE ALARM DEVICE SOUNDS LIGHTS
6. FIRE ALARM DEVICE SOUNDS NOTIFICATION
7. FIRE ALARM DEVICE SOUNDS ...

APPLICABLE CODES & STANDARDS

NFPA 72 - NATIONAL FIRE ALARM CODE
NFPA 70 - NATIONAL ELECTRICAL CODE
... (other codes)

JOHNSON CONTROLS CONTACTS

Omaha, NE 68130
402.426.1000

COVER SHEET

FA-001

JOHNSON CONTROLS CONTACTS

Omaha, NE 68130
402.426.1000

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APPLICABLE CODES & STANDARDS

NFPA 72 - NATIONAL FIRE ALARM CODE
NFPA 70 - NATIONAL ELECTRICAL CODE
... (other codes)

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402.426.1000

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COVER SHEET

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APPLICABLE CODES & STANDARDS

NFPA 72 - NATIONAL FIRE ALARM CODE
NFPA 70 - NATIONAL ELECTRICAL CODE
... (other codes)

JOHNSON CONTROLS CONTACTS

Omaha, NE 68130
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Omaha, NE 68130
402.426.1000



2200 WEST 10TH AVENUE
MINNEAPOLIS, MN 55425
FARGO, ND 58104

FARGO FIRE STATION 8

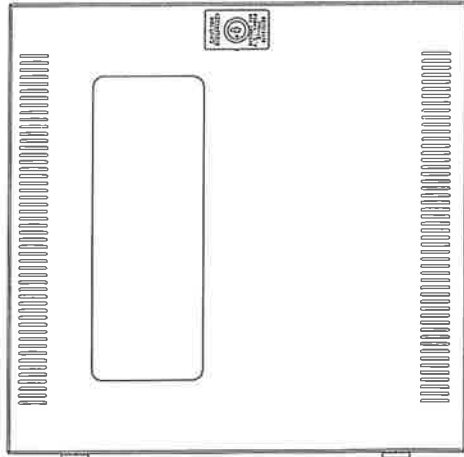
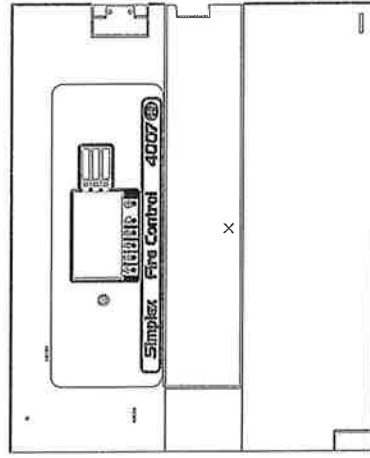
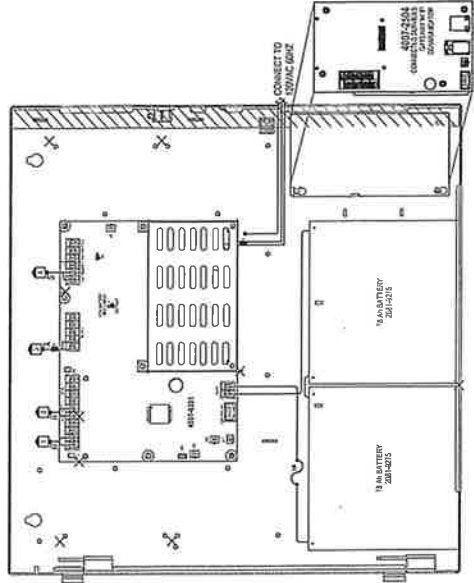
FARGO FIRE STATION 8
6817 33RD ST S
FARGO, ND 58104

DATE	12/10/2014	
PROJECT #	14-00000000000000000000	
PROJECT NAME	FARGO FIRE STATION 8	
CLIENT	FARGO FIRE DEPARTMENT	
DESIGNER	JOHNSON CONTROLS	
REVISION		
NO.	DESCRIPTION	DATE
1	ISSUE FOR PERMIT	12/10/2014
2	REVISED FOR PERMIT	12/10/2014
3	REVISED FOR PERMIT	12/10/2014
4	REVISED FOR PERMIT	12/10/2014
5	REVISED FOR PERMIT	12/10/2014
6	REVISED FOR PERMIT	12/10/2014
7	REVISED FOR PERMIT	12/10/2014
8	REVISED FOR PERMIT	12/10/2014
9	REVISED FOR PERMIT	12/10/2014
10	REVISED FOR PERMIT	12/10/2014
11	REVISED FOR PERMIT	12/10/2014
12	REVISED FOR PERMIT	12/10/2014
13	REVISED FOR PERMIT	12/10/2014
14	REVISED FOR PERMIT	12/10/2014
15	REVISED FOR PERMIT	12/10/2014
16	REVISED FOR PERMIT	12/10/2014
17	REVISED FOR PERMIT	12/10/2014
18	REVISED FOR PERMIT	12/10/2014
19	REVISED FOR PERMIT	12/10/2014
20	REVISED FOR PERMIT	12/10/2014

PANEL DETAIL
FA-501

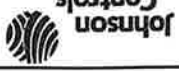
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TERMINATION	DESCRIPTION
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2	240V AC SINGLE PHASE
3	120V AC THREE PHASE
4	240V AC THREE PHASE
5	120V AC SINGLE PHASE
6	240V AC SINGLE PHASE
7	120V AC THREE PHASE
8	240V AC THREE PHASE



PANEL DETAIL
SCHEMATIC

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1700 17th Street SW
Farmington, MN 55030
800.445.2438

FARGO FIRE STATION 8

FARGO FIRE STATION 8
6817 33RD ST S
FARGO, ND 58104

DATE: 11/11/2011
DRAWN BY: J. HANSEN
CHECKED BY: J. HANSEN
SCALE: 1/8" = 1'-0"
SHEET NO: 222 OF 222
PROJECT: FARGO FIRE STATION 8

CALCULATIONS AND
SCHEDULES

FA-601

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1
2

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
3
4

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
5
6

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
7
8

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
9
10

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
11
12

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
13
14

NOT TO SCALE



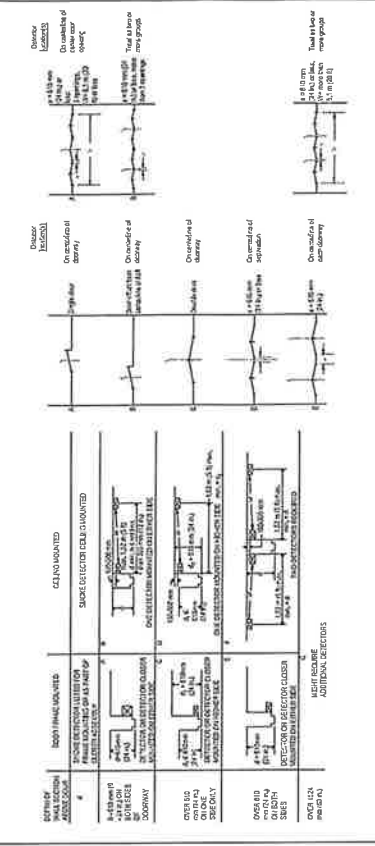
REVISIONS
 1. REVISED TO ADD SECTION 2.1.1.1
 2. REVISED TO ADD SECTION 2.1.1.2
 3. REVISED TO ADD SECTION 2.1.1.3
 4. REVISED TO ADD SECTION 2.1.1.4

FARGO FIRE STATION 8
 6617 33RD ST S
 FARGO, ND 58104

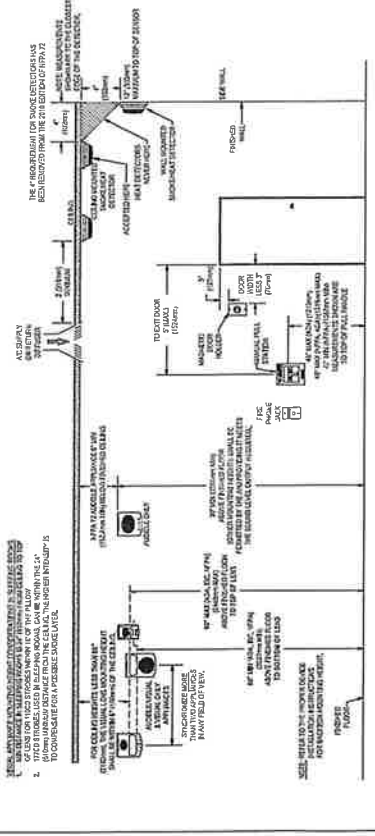
NO.	DATE	DESCRIPTION
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2	01/10/12	REVISED TO ADD SECTION 2.1.1.1
3	03/22/12	REVISED TO ADD SECTION 2.1.1.2
4	05/01/12	REVISED TO ADD SECTION 2.1.1.3
5	07/10/12	REVISED TO ADD SECTION 2.1.1.4

FA-702

DETECTOR LOCATION REQUIREMENTS FOR WALL SECTIONS AND DOORS



DEVICE MOUNTING HEIGHT REFERENCE

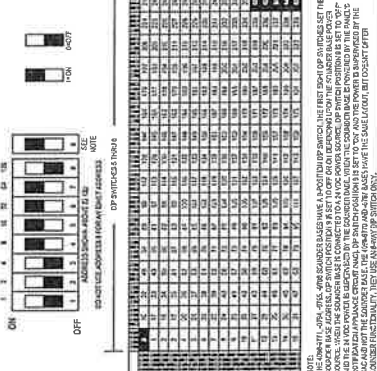


END OF LINE RESISTOR CODES

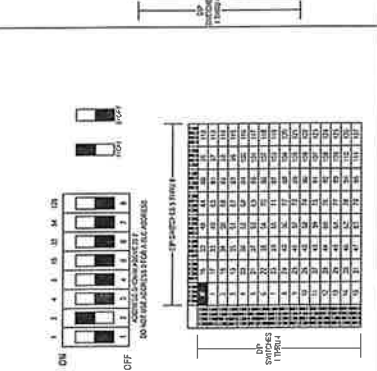
NOTE: REFER TO MANUFACTURER'S INSTRUCTIONS FOR PROPER TERMINATION.

WIRE #	RESISTOR VALUE	WIRE #	RESISTOR VALUE	WIRE #	RESISTOR VALUE	WIRE #	RESISTOR VALUE
1	100Ω	11	100Ω	21	100Ω	31	100Ω
2	200Ω	12	200Ω	22	200Ω	32	200Ω
3	300Ω	13	300Ω	23	300Ω	33	300Ω
4	400Ω	14	400Ω	24	400Ω	34	400Ω
5	500Ω	15	500Ω	25	500Ω	35	500Ω
6	600Ω	16	600Ω	26	600Ω	36	600Ω
7	700Ω	17	700Ω	27	700Ω	37	700Ω
8	800Ω	18	800Ω	28	800Ω	38	800Ω
9	900Ω	19	900Ω	29	900Ω	39	900Ω
10	1000Ω	20	1000Ω	30	1000Ω	40	1000Ω

DIP SWITCH SETTINGS - INITIATING



DIP SWITCH SETTINGS - NOTIFICATION



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Fire Department
637 NP Avenue
Fargo, ND 58102
Phone: 701.241.1540 | Fax: 701.241.8125
www.FargoND.gov

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: DECEMBER 20, 2023

SUBJECT: CAPITAL FUND ROLL OVER

I am requesting the following rollovers to the following accounts for the 2023 budget year:

Fund 475-4010-510.74-10 Capital Equipment	\$111,347.15
Fund 475-4010-510.77-13 General Equipment	\$66,703.26

Fund 475-4010-510.74-10 had a number of items to be purchased in 2023. We held off on purchasing approximately \$70,000 for gear extractors and equipment washers. These were not purchased due to newer models coming available later in the year. There are some items that have been ordered but have not been encumbered at this point.

Fund 475-4010-510.77-13 we were not able to get a concrete contractor to complete \$15,000 in concrete repairs. Also the boiler replacement at Fire Station 3 was \$40,000 less than budgeted. There was \$10,000 in this line as well for an architectural review of the EOC space at the Public Safety Building. Previous action by the Finance Committee and the City Commission obligated these funds to hire an engineer and architect to determine a path forward for Fire Station 5.

The Finance Committee recommended approval the rollover at their December 18, 2023 meeting.

The Finance Committee recommended approval on December 18, 2023.

RECOMMENDED MOTION: Approve the rollover of capital accounts for Funds 745-4010-510.74 Capital Equipment and 475-4010-510.77-13 in the amounts of \$111,347.15 and \$66,703.

REPORT OF ACTION
FINANCE COMMITTEE

Location: Fargo Fire Department

Agenda Item: Capital Fund Roll Over

Presenter: Chief Dirksen

Date of Hearing: December 18, 2023

Fund 475-4010-510.74-10 had a number of items to be purchased in 2023. We held off on purchasing approximately \$70,000 for gear extractors and equipment washers. These were not purchased due to newer models coming available later in the year. There are some items that have been ordered but have not been encumbered at this point.

Fund 475-4010-510.77-13 we were not able to get a concrete contractor to complete \$15,000 in concrete repairs. Also the boiler replacement at Fire Station 3 was \$40,000 less than budgeted. There was \$10,000 in this line as well for an architectural review of the EOC space at the Public Safety Building. Previous action by the Finance Committee and the City Commission obligated these funds to hire an engineer and architect to determine a path forward for Fire Station 5.

Roll Over Requested:

Capital Equipment Fund	475-4010-510.77-10	\$111,347.15
General Equipment Fund	475-4010-510.77-13	\$66,703.26

MOTION:

Approve the rollover of funds as set forth above.

Susan Thompson moved to approved, second by Brenda Derrig and all members present voted in favor.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
<u>Tim Mahoney, Mayor</u>	X	X		
<u>Dave Piepkorn, City Commission</u>	X	X		
<u>Mike Redlinger, City Administrator</u>	X	X		
<u>Brenda Derrig, Assistant City Administrator</u>	X	X		
<u>Susan Thompson, Finance Director</u>	X	X		
<u>Tanner Smedshammer, Purchasing Manager</u>	X	X		
<u>Steve Sprague, City Auditor</u>	X	X		



 Susan Thompson, Finance Director



Fire Department
637 NP Avenue
Fargo, ND 58102
Phone: 701.241.1540 | Fax: 701.241.8125
www.FargoND.gov

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: DECEMBER 20, 2023

SUBJECT: BUDGET ADJUSTMENT FOR FIRE DEPARTMENT 2024 BUDGET

When the 2024 budget was approved the Fire Department was authorized to hire 15 new firefighters to staff Fire Station 8. The approved budget provided \$615,000 to cover salary and benefits for half the year. The budget team had planned for the FFD to hire 6 firefighters in April and an additional 9 in September. The FFD runs a joint recruit academy with the West Fargo Fire Department that is 16 weeks in length. If we started an academy in September, that group would not complete training until January of 2025. This would delay the ability to open Fire Station 8 until January of 2025. The estimated completion of Fire Station 8 is early October 2024. This would leave the station sitting completed and vacant for nearly 3 months.

We have looked at our schedule and would like to begin a recruit academy of 3 Fargo firefighters and 7 West Fargo firefighters on March 4. They would complete the academy on June 21. We would then start a second group of 12 Fargo firefighters on July 8. They would complete the academy on October 25. This would require a budget adjustment to the Fire Department budget of \$81,996.00.

During the 2023 Legislative Session, the Fire Chiefs were able to secure the return of 100% of the Insurance Premium Tax collections to fire departments. The disbursement that Fargo Fire Department received was \$502,000 more than anticipated in 2023. I estimate that the same will be true in 2024. Those additional funds were not fully budgeted for in the 2024 budget revenue projection (2024 budget revenue of 1.34 million).

I am asking that the 2024 budget be adjusted to account for additional revenue of \$82,966 and that the Fire Department's Salary and benefit lines be adjusted to total \$82,966.00, for a net \$0 budget impact.

The Finance Committee recommended approval on December 18, 2023.

RECOMMENDED MOTION: Approve the Fire Department budget adjustment of \$82,966 to the respective Salary and Benefit lines to accommodate the hiring of 15 firefighters for Fire Station 8, and a corresponding revenue increase for Fire Premium Tax revenue.

REPORT OF ACTION
FINANCE COMMITTEE

Location: Fargo Fire Department

Agenda Item: Budget Adjustment for Recruitment

Presenter: Fire Chief Steve Dirksen

Date of Hearing: December 18, 2023

The 2024 budget had approved the Fire Department to hire 15 new firefighters to staff Fire Station 8. The approved budget provided \$615,000 to cover salary and benefits for half of 2024. The budget team had planned for the FFD to hire 6 firefighters in April and 9 in September. The FFD runs a joint recruitment academy with the West Fargo Fire Department that is 16 weeks in length. If the academy starts in September, they would not complete training until January of 2025. That would delay the opening of Fire Station 8 planned for early October 2024.

The Fire Department would like to begin a recruitment academy of 3 Fargo firefighters and 7 West Fargo firefighters on March 4th completing the academy on June 21st. A second group then could start on July 8th and complete on October 25th. That required a budget adjustment of \$81,996.00.


The Fire Chiefs did secure the return of 100% of the Insurance Premium Tax collections to fire departments during the 2023 Legislative Session. That disbursement was for \$502,000 and is estimated to be the same for 2024. Those funds were not fully budgeted in the 2024 budget revenue projection.

MOTION:

Approve the Fire Department budget adjustment of \$81,996 to the respective Salary and Benefit line to accommodate the firing of 15 firefighters for Fire Station 8, and a corresponding revenue increase for Fire Premium Tax revenue.

Dave Piepkorn moved to approved, second by Susan Thompson and all members present voted in favor.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
<u>Tim Mahoney, Mayor</u>	X	X		
<u>Dave Piepkorn, City Commission</u>	X	X		
<u>Mike Redlinger, City Administrator</u>	X	X		
<u>Brenda Derrig, Assistant City Administrator</u>	X	X		
<u>Susan Thompson, Finance Director</u>	X	X		
<u>Tanner Smedhammer, Purchasing Manager</u>	X	X		
<u>Steve Sprague, City Auditor</u>	X	X		




 Susan Thompson, Finance Director



30

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: DECEMBER 21, 2023

**RE: BUDGET ADJUSTMENT FOR PUBLIC HEALTH
INFRASTRUCTURE AND WORKFORCE NOTICE OF GRANT
AWARD.**
NO: G23.305 CFDA: 93.967 PRJ: HE157
FUNDS: \$673356
EXPIRES: 11/30/2027

The budget adjustment below is for NGA G23.305 that was passed by the City Commission on 10/16/2023 (item #29).

2024 Revenue

Public Health Workforce	101-0000-331-12-71	\$169,240
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2024 Expense

Full Time	101-6010-451-11-00	\$ 88,800
Part Time	101-6010-451-13-00	\$ 13,600
Temporary	101-6010-451-14-00	\$ 3,600
Health Insurance	101-6010-451-20-01	\$ 13,780
Dental Insurance	101-6010-451-20-03	\$ 1,060
FICA	101-6010-451-21-01	\$ 6,360
Medicare	101-6010-451-21-02	\$ 1,060
Pension	101-6010-451-22-01	\$ 8,480
Seminar/Conference	101-6010-451-59-20	\$ 7,500
Travel Outstate	101-6010-451-57-60	\$ 20,000
General Supplies	101-6010-451-61-40	\$ 5,000

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

Suggested Motion:

Move to approve budget adjustment above.

DF/ls
Attachment

REPORT OF ACTION

FINANCE COMMITTEE

Location: Fargo Cass Public Health

Agenda Item: Health Infrastructure and Workforce Grant

Presenter: Desi Flemming

Date of Hearing: December 18, 2023

ND Department of Human Services applied for and received a grant from the Centers for Disease Control, entitled ND Strengthening US Public Health Infrastructure, Workforce, and Data Systems. The grant was split into components, and the Workforce portion had a 40% requirement of funds to go directly to the 28 local public health agencies within the state. FCPH received a total of \$673,356 to be expended between 11/1/2023 and 11/30/2027.

The Scope of Service to utilize funds includes recruiting new staff, retaining existing staff and sustaining the public health workforce; training efforts; strengthening workforce planning, processes, and policies; and supporting performance improvement efforts. Usage of these dollars are at the discretion of the local health department within these approved categories and are reported to NDDHS throughout the grant period.

FCPH has struggled in recent years competing with the private sector in attracting qualified candidates for many of our positions. We have seen a much higher turnover in the last few years than ever before, and our applicant pool for almost all positions have dramatically decreased, creating workforce challenges and staff shortages adding extra strain to existing staff covering workloads.

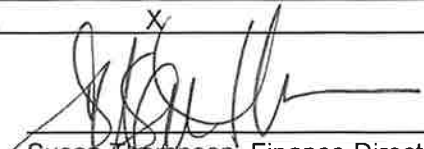
As an immediate effort to support and sustain our existing workforce, we are proposing a retention bonus to be paid out on February 9, 2024, to all FCPH staff based on budgeted hours. The estimated total for this effort will not exceed \$140,000 and would provide a tiered amount for our approximately 160 employees. The ND OHS grants manager for this project has approved this expenditure. The City of Fargo will have no budget impact from this effort, and has no financial obligation or match to receive these funds.

Motion:

Approval of usage of \$140,000 grant funds to support and sustain current public health employees through a workforce retention bonus to be paid out February 9, 2024.

Brenda Derrig moved to approved, second by Michael Redlinger and all members present voted in favor.

COMMITTEE:	Present	Yes	No	Unanimous
				<u>X</u>
				<u>Proxy</u>
Tim Mahoney, Mayor	X	X		
Dave Piepkorn, City Commission	X	X		
Mike Redlinger, City Administrator	X	X		
Brenda Derrig, Assistant City Administrator	X	X		
Susan Thompson, Finance Director	X	X		
Tanner Smedshammer, Purchasing Manager	X	X		
Steve Sprague, City Auditor	X	X		



 Susan Thompson, Finance Director

BUDGET ADJUSTMENT REQUEST

This form must be completed for all budget adjustments. Please include this form with any requests submitted to Finance and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.

*Finance should review this adjustment request form for validity before it is presented to ensure accuracy when presented to Committees. Any budget adjustments that increase expenditures **MUST** be approved by BOTH the Finance Committee & Commission to be entered.*

DEPARTMENT: Health

REQUESTED BY: Desi Fleming **PROJECT NUMBER :** HE157

DATE PREPARED: 12/19/2023

DESCRIPTION OF REQUEST: G23,305 Notice of Grant Award (item #29) was passed on the City Commission on 10/16/2023.

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-331-12-71 PH Workforce	\$ -	+ \$ 169,240	= \$ 169,240
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 169,240	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-6010-451-11-00 Full Time	\$ 572,426	\$ 88,800	= \$ 661,226
101-6010-451-13-00 Part Time	\$ 61,645	\$ 13,600	= \$ 75,245
101-6010-451-14-00 Temp/Seasonal	\$ 37,211	\$ 3,600	= \$ 40,811
101-6010-451-20-01 Health Insurance	\$ 108,513	\$ 13,780	= \$ 122,293
101-6010-451-20-03 Dental Insurance	\$ 4,189	\$ 1,060	= \$ 5,249
101-6010-451-21-01 FICA	\$ 41,251	\$ 6,360	= \$ 47,611
101-6010-451-21-02 Medicare	\$ 9,822	\$ 1,060	= \$ 10,882
101-6010-451-22-01 Pension	\$ 38,158	\$ 8,480	= \$ 46,638
101-6010-451-59-20 Seminar/Conference	\$ 1,000	\$ 7,500	= \$ 8,500
101-6010-451-57-60 Travel Outstate	\$ 1,000	\$ 20,000	= \$ 21,000
101-6010-451-61-40 General Supplies	\$ 2,000	\$ 5,000	= \$ 7,000
			= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 169,240	

PLEASE NOTE: Budget Adjustments that increase expenditures MUST be approved by Finance & Commission.


MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
	136,740	3,250	3,250	3,250	3,250
Jul	Aug	Sep	Oct	Nov	Dec
3,250	3,250	3,250	3,250	3,250	3,250

FINANCE DEPT USE ONLY:	
FINANCE COMMITTEE APPROVED ON:	
COMMISSION APPROVED ON:	
ENTERED BY FINANCE: Date:	
By:	
BA#	

(31)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: DECEMBER 21, 2023

**RE: BUDGET ADJUSTMENT FOR GRANT FROM ND DEPARTMENT
OF HEALTH AND HUMAN SERVICES BEHAVIORAL HEALTH
DIVISION FOR ADDRESSING OPIOID STIMULANT MISUSE
AND USE DISORDERS THROUGH PREVENTION
NO: 810-13644 PRJ: HE113
FUNDS: \$277,740
EXPIRES: 09/29/2024**

The budget adjustment below is for 810-13644 that was passed by the City Commission on 11/27/2023 (item #26).

2024 Revenue:

Opioids SOR Grant	101-0000-345-10-53	\$100,740
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If you have any questions, please contact me at 241.1380.

Suggested Motion:

Move to approve budget adjustment above.

DF/lls
Attachment

BUDGET ADJUSTMENT REQUEST

This form must be completed for all budget adjustments. Please include this form with any requests submitted to Finance and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.

Finance should review this adjustment request form for validity before it is presented to ensure accuracy when presented to Committees. Any budget adjustments that increase expenditures **MUST** be approved by BOTH the Finance Committee & Commission to be entered.

DEPARTMENT: Health
REQUESTED BY: Desi Fleming PROJECT NUMBER : HE113
DATE PREPARED: 12/19/2023
DESCRIPTION OF REQUEST: 810-13644 was passed by City Commission on 11/27/2023 #26. Opioid Stimulant Misuse and Use Disorders

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	+	REQUESTED ADJUSTMENT	=	NEW BUDGET
101-0000-345-10-53	\$ 177,000		\$ 100,740		\$ 277,740
		+		=	\$ -
		+		=	\$ -
		+		=	\$ -
TOTAL REVENUE ADJUSTMENTS: \$ 100,740					

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	+	REQUESTED ADJUSTMENT	=	NEW BUDGET
TOTAL EXPENSE ADJUSTMENTS: \$ -					

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:	
FINANCE COMMITTEE APPROVED ON:	_____
COMMISSION APPROVED ON:	_____
ENTERED BY FINANCE: Date:	_____
By:	_____
BA#	_____

REPORT OF ACTION
FINANCE COMMITTEE

Location: Fargo Cass Public Health **Agenda Item:** Budget Adjustment Addressing Opioid Prevention

Presenter: Melissa Perala

Date of Hearing: December 18, 2023

The Mayor's signature was obtained on 11/27/2023 for a Purchase of Service Agreement which would provide for funding of \$277,740 addressing opioid misuse and use disorders through prevention.

Budget Adjustment Requested:

2024 Revenue:

Opioids SOR Grant	101-0000-345-10-53	\$100,740
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MOTION:

Approve the Opioid SOR Grant for \$100,740.00.

Brenda Derrig moved to approved, second by Steve Sprague and all members present voted in favor.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
<u>Tim Mahoney, Mayor</u>	<u>X</u>	<u>X</u>		
<u>Dave Piepkorn, City Commission</u>	<u>X</u>	<u>X</u>		
<u>Mike Redlinger, City Administrator</u>	<u>X</u>	<u>X</u>		
<u>Brenda Derrig, Assistant City Administrator</u>	<u>X</u>	<u>X</u>		
<u>Susan Thompson, Finance Director</u>	<u>X</u>	<u>X</u>		
<u>Tanner Smedshammer, Purchasing Manager</u>	<u>X</u>	<u>X</u>		
<u>Steve Sprague, City Auditor</u>	<u>X</u>	<u>X</u>		




Susan Thompson, Finance Director



32

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: DECEMBER 21, 2023

RE: BUDGET ADJUSTMENT FOR GRANT FROM ND DEPARTMENT OF HEALTH AND HUMAN SERVICES BEHAVIORAL HEALTH DIVISION FOR COLLABORATION WITH EXISTING SUBSTANCE ABUSE PREVENTION ORGANIZATIONS AND PROGRAMS.
NO: 810-13606 PRJ: HE112
FUNDS: \$187,500
EXPIRES: 09/30/2026

The budget adjustment below is for 810-13606 that was passed by the City Commission on 11/27/2023 (item #27).

2024 Revenue:

Substance Abuse Prevention	101-0000-334-10-18	\$27,000
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If you have any questions, please contact me at 241.1380.

Suggested Motion:

Move to approve budget adjustment above.

DF/lls
Attachment

REPORT OF ACTION
FINANCE COMMITTEE

Location: Fargo Cass Public Health **Agenda Item:** Budget Adjustment Addressing Substance Abuse Prevention
Presenter: Melissa Perala
Date of Hearing: December 18, 2023

The Mayor's signature was obtained on 11/27/2023 for a Purchase of Service Agreement which would provide for funding of \$187,500 to collaborate with existing substance abuse prevention organizations and programs in order to maximize benefits.

Budget Adjustment Requested:

2024 Revenue:

Substance Abuse Prevention	101-0000-334-10-18	\$27,000
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MOTION:

Approve the Substance Abuse Prevention request for \$27,000.

Brenda Derrig moved to approved, second by Steve Sprague and all members present voted in favor.

COMMITTEE:	Present	Yes	No	Unanimous
				X
				Proxy
Tim Mahoney, Mayor	X	X		
Dave Piepkorn, City Commission	X	X		
Mike Redlinger, City Administrator	X	X		
Brenda Derrig, Assistant City Administrator	X	X		
Susan Thompson, Finance Director	X	X		
Tanner Smedshammer, Purchasing Manager	X	X		
Steve Sprague, City Auditor	X	X		



 Susan Thompson, Finance Director

BUDGET ADJUSTMENT REQUEST

This form must be completed for all budget adjustments. Please include this form with any requests submitted to Finance and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.

Finance should review this adjustment request form for validity before it is presented to ensure accuracy when presented to Committees. Any budget adjustments that increase expenditures **MUST** be approved by **BOTH** the Finance Committee & Commission to be entered.

DEPARTMENT: Health
REQUESTED BY: Desi Fleming **PROJECT NUMBER :** HE112
DATE PREPARED: 12/19/2023
DESCRIPTION OF REQUEST: 810-13606 was passed by City Commission on 11/27/2023 #27, Substance Abuse Prevention

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-334-10-18	\$ -	+ \$ 27,000	= \$ 27,000
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 27,000	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ -	

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:	
FINANCE COMMITTEE APPROVED ON:	
COMMISSION APPROVED ON:	
ENTERED BY FINANCE: Date:	
By:	
BA#	

(33)

Memorandum

DATE: December 26, 2023
TO: Mayor and Board of City Commissioners
FROM: Shawn Ouradnik, Inspections Director
SUBJECT: Dangerous Building at 1208 University Dr S

Background:

The property at 1208 University Dr S., Fargo was declared a Dangerous Building during the regular meeting of the City Commission on October 30, 2023. On December 12, 2023 a purchase agreement for the property was signed by the current owner, Beverly Woitzel, to sell the property to Gabbert Equities LLC. Gabbert Equities LLC is requesting an extension to the Dangerous Building Order until April 1, 2024 to complete the repairs. A time line from the contractor, Fargo Star, has been included in the packet as well as a structural report from NZ Engineering, and the purchase agreement.

RECOMMENDED MOTION: To direct the City Attorney's Office to amend the Findings of Fact, and Conclusions and Order contingent on the transfer of ownership from the current owner (Beverly Woitzel) to Gabbert Equities and allow Gabbert Equities to make repairs for the rehabilitation of the home no later than April 1, 2024.



Fargo Star Roofing and Repair, LLC

Phone: (701) 388-0844

Email: Fargostarroofing@gmail.com

Web: www.fargostarroofing.com

1208 University Drive S Schedule

Dec. 26th, 2023

City Commission Meeting

Dec. 27-29th, 2023

Apply for Permits needed for the Project

Jan. 1st, 2024

Begin Exterior work which will include.

- New roof
- New siding
- New Windows
- New Exterior Doors
- New Gutters/Fascia/Soffit
- Repair/Replacement of any rotten wood or decking needed to complete the project

Feb. 1st, 2024

Gabbert Equities LLC, DBA: Fargo Star roofing closes on the property

Feb. 5th, 2024

Empty Property and tear down interior to the studs and evaluate and needed repairs.

Feb. 12th, 2024

Have Utility Contractors (Electrical, Plumbing, HVAC) do any and all needed work to bring the property up to current code.

Mar. 1st, 2024

Finish out property

Apr. 1st, 2024

Anticipated Finish Date



This would be our schedule and plan if the city approves the extension for us to renovate and save the property. We will do our best to stay on pace through the entire project but do to us starting in the winter and the nature of the house we may have unexpected delays.

Fargo Star Roofing to keep the property secure during the entirety of the project

We will work with the city to make sure everything is done per code and in a timely matter.



PURCHASE AGREEMENT

This form approved by the North Dakota Association of REALTORS®, which disclaims any liability out of use or misuse of this form. This form is only for use by licensed REALTORS® in the State of North Dakota.

1 DATE: 12/8/2023

2 GOVERNING LAW: This Purchase Agreement shall be governed by, construed, and interpreted in accordance with the
3 laws of, and under the jurisdiction of, the State of North Dakota and any actions shall be venued in the county in which
4 the majority of the Property is located.

5 SELLER(s): Beverly Woitzel, and

6 BUYER(s): Gabbert Equities LLC, agree that Seller(s)
7 shall sell, and Buyer(s) shall buy the following described real property ("Property") pursuant to the terms and conditions
8 of this Purchase Agreement and any Addendum(s), Counteroffer(s), Amendment(s), and Exhibit(s), all of which shall
9 constitute the entire Purchase Agreement between Seller(s) and Buyer(s) and supersedes any other written agreements
10 between Seller(s) and Buyer(s). This Purchase Agreement can ONLY be modified in writing by a Counteroffer(s),
11 Addendum(s), or Amendment(s) attached and signed by BOTH Seller(s) and Buyer(s).

12 PROPERTY DESCRIPTION:

13 MLS Listing Number: N/A

14 Street Address: 1208 South University Drive

15 City: Fargo State: ND Zip Code: 58103 County: Cass

16 The legal description for the Property is
17 Q Block: 0 MACLARENS SUB OF ERSKINES LOT Q, A UDITORS PLAT OF MACLARENS SUB OF THE S 50' OF
18 LTS 6-8 BLK 2 MONSONS SUB OF BLK 1 ERSKINES, THE REMAI NING UNPL PT OF AUDES BLK 4 SW1/4 OF
19 7-139-48 & PTS OF LTS 2 & 9 & ALL LTS 3-8 BLK 2 NORTHTROPS **2/10 /00 LEGAL DESC CORR

20 PURCHASE PRICE: (U.S. Currency)

21 Seller(s) has on this day agreed to sell the above listed Property, to Buyer(s) for the purchase price of
22 Twenty-Seven Thousand Five Hundred Dollars \$ 27,500.00

23 which Buyer(s) agrees to pay in the following manner:

24 Cash

25 If cash, Buyer(s) to provide validated proof of funds by _____, _____, or is attached.

26 Contingent Upon Financing

27 If financing, Buyer(s) shall provide a preliminary loan commitment letter from the Lender by _____,
28 _____, or is attached.

29 Please Note: A preliminary loan commitment letter does not indicate final loan approval.

30 EARNEST MONEY: (U.S. Currency)

31 The sum of _____ Dollars (\$) from Buyer(s) by
32 (Check one): Check Cash EFT/ACH as earnest money to be received on or before

33 _____ and to be deposited into the trust account of

34 (Check one): Listing Broker Buyer Broker or Other _____

35 If applicable, Buyer(s) agrees to pay additional earnest money of \$ _____ due on _____.

36 Seller(s) has the right to terminate this Purchase Agreement if earnest money is not received as agreed herein.

37 If the Buyer(s) fails to provide the preliminary loan commitment letter, or proof of funds, as applicable, or fails to pay the
38 earnest money, by the designated dates, the Seller(s), at Seller's option, shall have the right to terminate this Purchase
39 Agreement, by written notice delivered after the deadline date set forth on Lines 25, 27-28, 32-33, or 35. If written notice
40 is given by Seller(s), Buyer(s) agrees within two (2) calendar days of receipt of notice of termination from Seller(s) to sign
41 and deliver to Seller(s) a CANCELLATION OF PURCHASE AGREEMENT with return of earnest money, if any, to
42 Buyer(s); provided, a refusal by the Buyer(s) to sign and deliver the CANCELLATION OF PURCHASE AGREEMENT
43 shall not limit the effect of the Seller's decision to terminate the Purchase Agreement.

Buyer(s) Initials IG

Seller(s) Initials BW



FINANCING: (Check one)

Conventional FHA VA USDA Contract for Deed

Other (Explain) _____

Buyer(s) agrees to use best efforts to secure a commitment for such financing and to execute all documents required to consummate said financing. If Buyer(s) cannot secure a commitment prior to closing for such financing, either Buyer(s) or Seller(s) shall have the option of declaring this Purchase Agreement terminated by written notice to the other party. If such written notice is given by the terminating party, the party receiving the notice agrees, within two (2) calendar days of receipt of notice of termination, to sign and deliver to the terminating party a CANCELLATION OF PURCHASE AGREEMENT with return of earnest money, if any, to the Buyer(s); provided, a refusal by the party receiving the notice to sign and deliver the CANCELLATION OF PURCHASE AGREEMENT shall not limit the effect of the terminating party's decision to terminate the Purchase Agreement.

SELLER'S CONTRIBUTION: (Not to exceed maximum amount allowed by Lender, if applicable.)

Seller(s) is contributing up to \$ _____ to Buyer's costs. Buyer(s) may use it at their discretion towards points, buy-down fees including temporary rate buy-downs, prepaid expenses, or other Buyer's costs as allowable by Lender. This may include any Buyer's obligations referred to in this Purchase Agreement. If Buyer(s) does not use all the above stated Seller's contributions, the excess amount may be applied to a reduction of the loan amount or sales price, if allowed by Lender.

FHA ESCAPE CLAUSE (FHA Financing only): "It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender, setting forth the appraised value of the property of not less than \$ _____. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable."

Buyer Signature Date Seller Signature Date

Buyer Signature Date Seller Signature Date

REAL ESTATE CERTIFICATION (FHA Financing only): The borrower, seller, and the selling real estate agent or broker involved in the sales transaction certify that the terms and conditions of the sales contract are true to the best of their knowledge and belief and that any other agreement entered into by any of the parties in connection with the real estate transaction is part of, or attached to, the sales agreement.

Buyer Signature Date Seller Signature Date

Buyer Signature Date Seller Signature Date

Selling Agent Signature Date Listing Agent Signature Date

DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only): "It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Department of Veterans Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs."

Buyer Signature Date Seller Signature Date

Buyer Signature Date Seller Signature Date

Buyer(s) Initials IG

Seller(s) Initials 328



THIS SALE INCLUDES:

The following property, if any, with no additional monetary value, owned by the Seller(s) and used and located on said Property: shed(s), plants, garden bulbs, shrubs, trees, storm windows, storm doors, screens and awnings; window shades, blinds, curtains, traverse curtain and drapery rods; attached lighting fixtures and bulbs; ceiling fans and remotes, plumbing fixtures, water heater, heating systems; built-in air conditioning equipment, electronic air filter, sump pump, attached television antenna, cable TV jacks and wiring, satellite dish and mounts, swing sets, and playsets.

BUILT-INS: shelving, trash compactors, dishwashers, garbage disposals, ovens, cooktop stoves, microwave ovens, hood fans, intercoms, wall or ceiling speakers.

ATTACHED: shelving, carpeting, mirrors, garage door openers and any controls, smoke detectors, fireplace screens, doors, TV wall mounts, and heating circulating inserts; and the following personal property, with no additional monetary value, and free and clear of all liens and encumbrances:

THIS SALE EXCLUDES:

The following property:

Fuel tank is: Owned Rented N/A, and is Included Excluded.

If fuel tank is included, fuel remaining at time of closing is included in sale unless otherwise specified.

Water softener is: Owned Rented N/A, and is Included Excluded.

SALE OF BUYER'S PROPERTY: (Check one)

This Purchase Agreement is subject to the sale of Buyer's property. If checked, see attached SALE OF BUYER'S PROPERTY CONTINGENCY ADDENDUM.

This Purchase Agreement is contingent upon the successful closing of the Buyer's property which is currently under contract and located at:

Street Address: _____

City: _____ State: _____ Zip Code: _____ County: _____

scheduled to close on _____, _____. If Buyer's property does not close by the closing date specified in this Purchase Agreement, the Seller(s), at Seller's option, shall have the right to terminate this Purchase Agreement, by written notice delivered after the date set forth on Line 121. If written notice is given by Seller(s), Buyer(s) agrees, within two (2) calendar days of receipt of notice of termination from Seller(s), to sign and deliver to Seller(s) a CANCELLATION OF PURCHASE AGREEMENT with return of earnest money, if any, to Buyer(s); provided, a refusal by the Buyer(s) to sign and deliver the CANCELLATION OF PURCHASE AGREEMENT shall not limit the effect of the Seller's decision to terminate the Purchase Agreement.

Buyer(s) represents that Buyer(s) has the financial ability to perform on this Purchase Agreement without the sale or closing of any property.

CLOSING AND POSSESSION:

Closing is to be on or before February 1st, 2024.

Seller(s) shall deliver possession of the Property Immediately following closing or

FINAL WALK THROUGH: The Buyer(s) has a right to walk through the Property prior to closing and to establish that the Property is in substantially the same condition as of the date of this Purchase Agreement. If Buyer(s) does not conduct such walk through, Buyer(s) specifically waives claims arising from any property condition which would have been reasonably discovered during the walk through and further releases Broker(s) of any liability.

REAL ESTATE TAX AND SPECIAL ASSESSMENT NOTICE: If Seller(s) has received any such notice regarding any new improvement project from any assessing authorities prior to closing, Seller(s) must immediately notify Buyer(s) of the notice. Seller(s) and Buyer(s) may then agree in writing, before the date of closing, to the payment terms of the notified assessments. In the absence of such an agreement, Buyer(s) shall have the right to terminate this Purchase Agreement, by written notice delivered to the Seller(s). If such written notice is given, the Seller(s) agrees within two (2) calendar days of receipt of notice of termination to sign and deliver to Buyer(s) a CANCELLATION OF PURCHASE AGREEMENT with return of earnest money, if any, to Buyer(s); provided, a refusal by Seller(s) to sign and deliver the CANCELLATION OF

Buyer(s) Initials: JG

Seller(s) Initials: JK



PURCHASE AGREEMENT shall not limit the effect of Buyer's decision to terminate the Purchase Agreement. Following closing, Buyer(s) shall pay all real estate taxes and any unpaid special assessments payable therewith and thereafter, for which payment is not otherwise provided. It is understood future general taxes and special assessments are only estimates.

Buyer(s) should make an independent inquiry regarding taxes and special assessments.

Buyer(s) should be aware that there may be preferential property tax treatment(s) or tax abatement(s) on this Property which may affect the tax proration.

No representations have been made concerning the amount of subsequent real estate taxes or special assessments.

REAL ESTATE TAXES AND ANNUAL INSTALLMENTS OF SPECIAL ASSESSMENTS: Seller(s) shall pay on the date of closing all real estate taxes and annual installments of special assessments due and payable in all prior years including all penalties and interest. The Gross Discounted annual real estate taxes and annual installments of special assessments to be paid for the year of the closing shall be prorated as of the date of closing or _____ between Buyer(s) and Seller(s) based upon the most current certified tax information available, if estimated tax and special assessment amounts are not available in writing, or _____.

REMAINING BALANCE OF SPECIAL ASSESSMENTS:

Remaining Balance (Balance unpaid including interest): Buyer(s) shall assume remaining balance as of the date of closing; and any future assessments. Seller(s) shall pay remaining balance on the date of closing.

Work In Progress/Pending/Proposed: If applicable, the Buyer(s) shall assume the remaining balance of work in progress, pending or proposed.

PRO-RATA ADJUSTMENTS: All charges for water, sewer, electricity, natural gas, homeowner's association/condominium dues and rents shall be prorated between the parties as of the closing date. Seller(s) to transfer security deposit and interest, if any, on leases to Buyer(s) at closing.

SIGHT UNSEEN CONDITION: Buyer(s) intends to purchase Property sight unseen: Yes No If "Yes," see attached SIGHT UNSEEN ADDENDUM.

INSPECTIONS AND INVESTIGATIONS: Buyer(s) is advised by Broker(s)/Agent(s) to obtain inspections and investigations as allowed in the Contingencies section. Buyer(s) acknowledges that Buyer(s) should make inquiries and consult government agencies, lenders, insurance agents, architects, and other appropriate persons and entities concerning the use of the Property and the surrounding areas under applicable building, zoning, fire, health, and safety codes, and for evaluation of potential hazards. Buyer(s) shall keep the Property free and clear of liens, shall indemnify and hold Seller(s) harmless from all liability, claims, demands, damages, and costs, and shall be responsible for repair of all damages arising from the inspections. The Inspection Period is the Buyer's sole opportunity to discover any existing defects prior to Closing. Buyer(s) waives any claim for an item warranted by the Seller(s) if Buyer(s) becomes aware of such claim during the Inspection Period and does not notify the Seller(s) in writing of such. Buyer(s) specifically releases, holds harmless, and indemnifies Broker(s) from any liability for any defects in the Property. If Buyer(s) requests repairs, Buyer(s) shall provide Seller(s) and Broker(s) upon receipt, at no cost, copies of referenced reports, if any, concerning the Property obtained by Buyer(s).

All inspections and/or tests shall be done by inspector(s) or tester(s) of Buyer's choice, at Buyer's sole expense. Inspector(s) or tester(s) should be qualified to do the inspections and/or tests. If a home inspector is used in North Dakota, the home inspector must be registered through the State of North Dakota. The qualifications of other inspector(s) or tester(s) must be evidenced by any applicable license or professional designation. Buyer(s) shall not have the right to do intrusive testing without the prior written authorization of Seller(s). For purposes of this form, "intrusive testing" shall mean any testing, inspection or investigation that changes the Property from its original condition or otherwise damages the Property. Inspections and/or tests may include but are not limited to the following: electrical system, plumbing system, central cooling system, central heating system, ceilings, floors, basement, foundation, walls, windows, exterior, roof, radon, mold, and asbestos. Seller(s) will provide access to attic(s) and crawlspace(s).

CONTINGENCIES:

The enforceability of this Purchase Agreement is subject to the satisfaction of all those contingencies which are initialed below by both parties.

If notice of termination as hereafter provided is delivered by 11:59 PM on _____, or on a date which is specifically referenced in Paragraphs 1 through 16 below, ("Alternative Completion Date"), then this Purchase Agreement shall terminate, and the Buyer(s) shall receive a full refund of the earnest money. If such written notice is given by the party who has the right to give notice, the party receiving the notice agrees, within two (2) calendar days of

Buyer(s) Initials IG

Seller(s) Initials BK



receipt of notice of termination, to sign and deliver to the terminating party a CANCELLATION OF PURCHASE AGREEMENT with return of earnest money, if any, to the Buyer(s); provided, a refusal by the party receiving the notice to sign and deliver the CANCELLATION OF PURCHASE AGREEMENT shall not limit the effect of the terminating party's decision to terminate the Purchase Agreement.

202 If a party has the right to give notice of termination and fails to give timely notice regarding a contingency, that contingency
 203 is waived. However, if Seller(s) is obligated to provide documents to Buyer(s), the contingency completion date for that
 204 contingency shall be extended so that Buyer(s) has a minimum of 72 hours following receipt of all such documents within
 205 which to deliver notice of termination.

206 INITIAL ALL APPLICABLE CONTINGENCIES AND, IF THE BUYER(S) CAN COMPLETE THE CONTINGENCY OR
 207 GIVE NOTICE OF TERMINATION BY AN ALTERNATIVE COMPLETION DATE OTHER THAN THE DATE SET
 208 FORTH ABOVE, INSERT THE APPROPRIATE DATE. (If no date is inserted, refer to Line 194.)

209 **CONTINGENCIES:**

Buyer(s) and Seller(s) Must Initial All Applicable Contingencies	Buyer(s) Initials	Seller(s) Initials	Alternative Completion Date
1. Seller's Property Disclosure: Seller(s) to provide Buyer(s) with a SELLER'S PROPERTY DISCLOSURE. If Buyer(s) does not approve the SELLER'S PROPERTY DISCLOSURE, Buyer(s) has the option to terminate this Purchase Agreement.			
2. Inspections: Buyer(s) to complete such inspections, as may be desired by Buyer(s). Seller(s) agrees to make Property available for inspections and, at Seller's expense, to have all utilities on, including any propane, at the time of inspections; however, if this box is checked <input type="checkbox"/> , utilities can be turned off. If Buyer(s) does not approve the results of the inspections, Buyer(s) has the option to terminate this Purchase Agreement.			
3. Water Quality Test: <input type="checkbox"/> Seller(s) <input type="checkbox"/> Buyer(s) shall obtain a water quality test, and the cost of the test shall be paid by the <input type="checkbox"/> Seller(s) <input type="checkbox"/> Buyer(s) <input type="checkbox"/> Split equally. If Buyer(s) does not approve the results of the water quality test, Buyer(s) has the option to terminate this Purchase Agreement.			
4. Septic System/Sewer Inspections: <input type="checkbox"/> Seller(s) <input type="checkbox"/> Buyer(s) shall pay to have a Septic System/Sewer inspection performed. For the inspections to be performed, <input type="checkbox"/> Seller(s) <input type="checkbox"/> Buyer(s) shall pay to have the septic tank pumped. If Buyer(s) does not approve the results of the septic system/sewer inspections, Buyer(s) has the option to terminate this Purchase Agreement.			
5. Soil Tests: Buyer(s) to obtain soil tests and percolation tests at <input type="checkbox"/> Buyer(s) expense <input type="checkbox"/> Seller(s) expense. If Buyer(s) does not approve the test results, Buyer(s) has the option to terminate this Purchase Agreement.			
6. Lead-Based Paint Disclosure: Seller(s) to provide LEAD-BASED PAINT DISCLOSURE (for properties built prior to 1978 only). If Buyer(s) does not approve LEAD-BASED PAINT DISCLOSURE, Buyer(s) has the option to terminate this Purchase Agreement.			
7. Insurance Claims Loss History: <input type="checkbox"/> Seller(s) shall provide <input type="checkbox"/> Buyer(s) shall obtain insurance claims loss history report. (Note: Reports may be limited to ownership period and/or by insurance company.) If Buyer(s) does not approve claims loss history report and/or cannot obtain insurance coverage, Buyer(s) has the option to terminate this Purchase Agreement.			
8. Insurance Adjuster's Report: Seller(s) to provide copies of any insurance adjuster's reports for insurance claims during Seller(s) ownerships, if any. (Note: Reports may be limited to ownership period and/or by insurance company.) If Buyer(s) does not approve insurance adjuster's reports, Buyer(s) has the option to terminate this Purchase Agreement.			
9. Flood Plain: Buyer(s) to obtain flood plain verification. If Buyer(s) does not approve the results of the flood plain verification, Buyer(s) has the option to terminate this Purchase Agreement.			

Buyer(s) Initials IG

Seller(s) Initials JSK



Buyer(s) and Seller(s) Must Initial All Applicable Contingencies	Buyer(s) Initials	Seller(s) Initials	Alternative Completion Date
10. Homeowner's Association/Condo Documents: Seller(s) to provide current copies of the Homeowner's Association/Condo by-laws and amendments, regulations, most recent financial statement, and minutes of the last two meetings. If Buyer(s) does not approve these documents, Buyer(s) has the option to terminate this Purchase Agreement.			
11. Leases: Seller(s) to provide copies of all current leases to Buyer(s). If Buyer(s) does not approve the leases, Buyer(s) has the option to terminate this Purchase Agreement.			
12. Registered Sex Offenders: MEGAN'S LAW DISCLOSURE: If Buyer(s) desires to obtain information regarding persons required to register as sexual offenders under North Dakota Law, Buyer(s) must contact the ND Attorney General's office or access the Attorney General's website at http://www.sexoffender.nd.gov/ . Buyer(s) to investigate the possibility of the presence of registered sex offenders in the vicinity of the Property. If Buyer(s) does not approve the findings regarding registered sex offenders, Buyer(s) has the option to terminate this Purchase Agreement.			
13. Restrictions and Covenants: Buyer(s) to review any government and/or private use restrictions and restrictive covenants. If Buyer(s) does not approve the use restrictions or covenants, Buyer(s) has the option to terminate this Purchase Agreement.			
14. Manufactured Home Park: Buyer(s) to give notice to Seller(s) that approval has been obtained from manufactured home park for Buyer(s) to reside in the manufactured home in its existing location. If Buyer(s) fails to timely provide notice of such approval, either party has the option to terminate this Purchase Agreement.			
15. Survey: Buyer(s) to obtain a survey of the Property, conducted at <input type="checkbox"/> Buyer's expense <input type="checkbox"/> Seller's expense <input type="checkbox"/> Split equally. If Buyer(s) does not approve the results of the survey, Buyer(s) has the option to terminate this Purchase Agreement.			
16. Plans and Permits: Buyer(s) to obtain all necessary plans and permits for one or more of the following purposes: building plans and specifications, proposed subdivision development plans, rezoning or use permits, approval of building plans and/or specification in accordance with any recorded subdivision covenants, and approval of the architectural control committee. If Buyer(s) does not obtain or approve said plans and permits, Buyer(s) has the option to terminate this Purchase Agreement.			

210 **APPRAISAL:**
 211 This Purchase Agreement is is not contingent upon an appraisal.

212 If the Purchase Agreement is not contingent upon an appraisal, it is understood an appraisal may still be completed and
 213 Buyer(s) will be solely responsible for bringing any cash needed if the value is less than the agreed upon purchase price
 214 and/or to cover any appraisal required work order expenses.

215 **APPRAISAL VALUE:** If the Purchase Agreement is contingent upon an appraisal and the Property appraises for less
 216 than the purchase price, Buyer(s) shall have the option of (a) proceeding with consummation of the Purchase Agreement
 217 without regard to the amount of the appraised valuation; or (b) re-negotiating; or (c) declaring this Purchase Agreement
 218 terminated by written notice to Seller(s). If such written notice is given, the Seller(s) agrees, within two (2) calendar days
 219 of receipt of notice of termination to sign and deliver to Buyer a CANCELLATION OF PURCHASE AGREEMENT with
 220 return of earnest money, if any, to Buyer(s); provided, a refusal by Seller(s) to sign and deliver the CANCELLATION OF
 221 PURCHASE AGREEMENT shall not limit the effect of the Buyer's decision to terminate the Purchase Agreement.

222 **APPRAISAL WORK ORDERS:** Nothing in this Purchase Agreement shall be construed as a warranty that Seller(s)
 223 will make repairs required by the appraisal work order. Seller(s) shall have the following options: (a) make the necessary
 224 repairs; or (b) negotiate the cost of making said repairs with Buyer(s); or (c) refuse to make any repairs. At which time the
 225 Buyer(s) shall have the option of declaring this Purchase Agreement terminated by written notice to Seller(s). If such
 226 written notice is given, the Seller(s) agrees, within two (2) calendar days of receipt of notice of termination, to sign and
 227 deliver to Buyer(s) a CANCELLATION OF PURCHASE AGREEMENT with return of earnest money, if any, to Buyer(s);

Buyer(s) Initials IG

Seller(s) Initials ZK



provided, a refusal by Seller(s) to sign and deliver the CANCELLATION OF PURCHASE AGREEMENT shall not limit the effect of the Buyer's decision to terminate the Purchase Agreement.

APPRAISAL RE-INSPECTION:

Re-inspection fee(s), if any, shall be paid by Buyer(s) Seller(s) Buyer(s) and Seller(s) to split fee(s) equally.

HOME PROTECTION PLAN: The Buyer(s) and/or Seller(s), at their option, may purchase a Home Protection Plan. This is an option, and each plan may vary. Please contact Broker if interested. If no action is taken, it will be assumed that Buyer(s) waive this option. Buyer(s) has been made aware of the availability of home warranty plans. Buyer(s) (Check one): Elects Declines to obtain a home warranty plan.

If elects, plan to be paid by (Check one): Buyer(s) Seller(s) at a cost not to exceed \$ _____ Plan to be ordered by (Check one): Listing Broker Selling Broker. Broker and/or agent ordering the plan may receive a processing fee for services related to the purchase of a home protection plan.

DEED/MARKETABLE TITLE:

Upon performance by Buyer(s), Seller(s) shall deliver a Warranty Deed Other Quit Claim Deed conveying marketable title, subject to:

- (a) Building and zoning laws, ordinances, state and federal regulations;
- (b) Restrictions relating to use or improvement of the Property;
- (c) Prior reservation of any mineral rights;
- (d) Easements of record;
- (e) Minerals: In accordance with North Dakota Century Code, unless specifically excluded, Minerals Transfer with the surface estate, or Seller(s) reserves mineral rights presently owned by Seller(s). Buyer(s) and Seller(s) are advised to seek independent legal counsel, prior to the final acceptance of this Purchase Agreement;
- (f) Rights of Tenants as follows (unless specified, not subject to tenancies):

TITLE AND EXAMINATION: Seller(s), at Seller's expense, shall furnish an abstract of title certified to a current date, compiled pursuant to the NDLTA Abstracting Standards Manual OR a current ALTA Standard Coverage Owner's title commitment. If, after examination, Seller's title is not insurable or free of defects and cannot be made so by closing. Buyer(s), at Buyer's option, shall have the right to terminate this Purchase Agreement by written notice to Seller(s). If such written notice is given, the Seller(s) agrees, within two (2) calendar days of receipt of notice of termination, to sign and deliver to Buyer(s) a CANCELLATION OF PURCHASE AGREEMENT with return of earnest money, if any, to Buyer(s); provided, a refusal by Seller(s) to sign and deliver the CANCELLATION OF PURCHASE AGREEMENT shall not limit the effect of the Buyer's decision to terminate the Purchase Agreement. However, Buyer(s) may waive defects and elect to purchase.

Seller(s) to pay Abstracting or Searching Fees.

Buyer(s) to pay Attorney's Title Examination Fee and Lender Policy of Title Insurance, as applicable.

The Owner's Policy of Title Insurance, when an abstract is not available, shall be paid by Seller(s) Buyer(s) Split equally.

Settlement Company Fee is to be divided equally by Seller(s) and Buyer(s) (if using the same Settlement Company) unless not allowed by Lender.

SELLER(s) WARRANTS:

- (a) that buildings are, or will be, constructed entirely within the boundary lines of the Property;
- (b) there is a right of legal access to the Property;
- (c) that Seller(s) has not received any notice from any governmental authority as to violation of law, ordinance, or regulation for a condition that remains uncorrected;
- (d) that prior to closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished within the 90 days immediately preceding the closing in connection with construction, alteration, or repair of any structure on, or improvement to, the Property;
- (e) if Property is subject to restrictive covenants, Seller(s) has not received any notice from any person or authority as to a breach of the covenants which remains uncorrected. Any notices received by Seller(s) will be provided to Buyer(s) immediately.
- (f) to the best of the Seller's knowledge, there are no hazardous substances or underground tanks unless otherwise noted in this Purchase Agreement.

Buyer(s) Initials IG

Seller(s) Initials 34



(g) Seller(s) warrants that all appliances, heating, air conditioning, wiring and plumbing systems used and located on the Property will be in working order on the date of closing, except as noted in the SELLER'S PROPERTY DISCLOSURE.

(h) Seller(s) warrants that the Property is directly connected to:
City Sewer: Yes No Private (See attached PRIVATE SEWAGE TREATMENT SYSTEM DISCLOSURE);
City Water: Yes No;
Well: Yes (See attached WELL DISCLOSURE) No;
Rural Water: Yes No. If rural, will membership be transferred? Yes No N/A

All Seller(s) warranties in Lines 269-289 shall survive the delivery of the deed or contract for deed.

AGENCY DISCLOSURE:

N/A of _____
Agent Printed Name Brokerage Firm

Is representing: Buyer(s) Seller(s) Both Parties Neither Party.

N/A of _____
Agent Printed Name Brokerage Firm

Is representing: Buyer(s) Seller(s) Both Parties Neither Party.

APPOINTED AGENCY REPRESENTATION:

Appointed Agency does does not apply.

DUAL AGENCY REPRESENTATION:

Does Does not apply in this transaction. If applicable, Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates Dual Agency. This means that Broker and Agent(s) owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting interests, Broker and its Agent(s) are prohibited from advocating exclusively for either party. Broker cannot act as a Dual Agent in this transaction without consent of both Seller(s) and Buyer(s). Seller(s) and Buyer(s) acknowledge that:

- a) Confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared.
- b) Broker and its Agent(s) will not represent the interest of either party to the detriment of the other; and
- c) within the limits of Dual Agency, Broker and the Agent(s) will work diligently to facilitate the mechanics of the sale. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its Agent(s) to act as Dual Agent's in this transaction.

_____ Buyer Signature	_____ Date	_____ Seller Signature	_____ Date
_____ Buyer Signature	_____ Date	_____ Seller Signature	_____ Date

RISK OF LOSS: If there is any loss or damage to the Property between the date hereof and the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller(s). If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement may be terminated at Buyer's option. If such written notice is given, the Seller(s) agrees, within two (2) calendar days of receipt of notice of termination, to sign and deliver to Buyer(s) a CANCELLATION OF PURCHASE AGREEMENT with return of earnest money, if any, to Buyer(s); provided, a refusal by Seller(s) to sign and deliver the CANCELLATION OF PURCHASE AGREEMENT shall not limit the effect of the Buyer's decision to terminate the Purchase Agreement.

HOMEOWNER'S ASSOCIATION: Is the Property subject to a Homeowner's Association? Yes No If "No," skip to Line 329.

Seller(s) has has not received any notice to be levied against the Property related to work in progress, pending assessments, proposed assessment projects and or deferred assessments by any Homeowner's Association.

Seller(s) agrees that any notices received by the Seller(s) prior to closing will be forwarded to the Buyer(s) immediately.

Buyer(s) Initials IG

Seller(s) Initials ZN



DEBRIS/PERSONAL PROPERTY: Unless otherwise agreed to in writing, prior to possession, Seller(s) agrees to remove all debris and all personal property, not herein included. If Seller(s) fails to remove all debris and all personal property, then the Buyer(s) shall have the right to remove and dispose of all such remaining property, and the Seller(s) shall be responsible to reimburse the Buyer(s) for all expenses incurred in such removal and disposal.

LINKED DEVICES: Seller(s) warrants that Seller(s) shall permanently disconnect or discontinue Seller's access or service to any device or system on or serving the Property that is connected or controlled wirelessly, via internet protocol ("IP") to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase Agreement.

DEFAULT: If Seller's title is marketable or insurable and Buyer(s), contrary to this Purchase Agreement, fails, neglects or refuses to complete the Purchase by the closing date then, at Seller's option, either the earnest money shall be forfeited to Seller(s) as liquidated damages, since the parties agree the calculation of damages to Seller(s) would be difficult to ascertain with certainty and since parties further agree that the amount of liquidated damages is a reasonable attempt to estimate damages which will be suffered by the Seller(s), and this Agreement thereupon shall be of no further binding effect; **OR** Seller(s) may demand and pursue any and all other remedies including but not limited to actual damages or specific performance of this Purchase Agreement.

If Seller(s), contrary to this Purchase Agreement, fails, neglects, or refuses to perform as agreed, Buyer(s) may demand and pursue any and all remedies including, but not limited to, specific performance of this Purchase Agreement.

If the closing of this Property has not occurred by the designated closing date, then a breach of contract has occurred. The Buyer(s) and Seller(s) shall have the following options to reconcile the breach:

- 1) All parties shall sign an amendment with a new agreed upon closing date.
- 2) All parties shall sign a CANCELLATION OF PURCHASE AGREEMENT.
- 3) Either party shall have the option to give written notice of termination due to the default of the Purchase Agreement and, as applicable, to pursue other available remedies.

A claim of either party for specific performance, or the Seller's claim to the earnest money as liquidated damages, shall be waived, unless legal proceedings are commenced within three (3) months after scheduled date of closing or CANCELLATION OF PURCHASE AGREEMENT is delivered. If the Seller(s) does not deliver copies of documents evidencing the Seller's commencement of legal proceedings to claim the earnest money to the Broker or to the entity as referenced in Line 34 who has possession of the earnest money within said three (3) month time period, then that Broker or the entity shall be authorized to return the earnest money to the Buyer(s), free of any claim by Seller(s). Retention of earnest money in any Broker's or entity's trust account pending resolution of the default shall not constitute an election of remedies by either party or prejudice their rights to pursue any and all other remedies including, but not limited to, specific performance.

DISCLOSURE OF SALE TERMS: Buyer(s) and Seller(s) understand that after closing, the MLS will be notified of the price and terms of the sale. Terms of the sale are recorded and may become public record.

ADDITIONAL PROVISIONS:

Buyer to make payment via cashier's check at closing.
Seller to have Fargo Star Roofing & Repair replace all roofing, siding, exterior doors, and windows prior to February 1st, 2024. If seller backs out, full payment of \$74,000 due to Fargo Star Roofing & Repair for the work.
No additional payment due to Fargo Star Roofing & Repair due as long as is to Fargo Star Roofing & Repair.
Seller to keep house heated until executed closing.
Seller liable for utilities until executed closing.
Seller responsible for all back taxes and assessments.
Vehicles to be removed from driveway for exterior work to begin.
If anything were to happen to happen to buyer and/or seller, sale to be completed by their representatives.

ENTIRE AGREEMENT: This Purchase Agreement, any attached exhibits, and any addendums or amendments signed by the parties shall constitute the entire Purchase Agreement between Seller(s) and Buyer(s). There are no verbal or other agreements which modify or affect this Purchase Agreement. This Purchase Agreement can be modified only in writing signed by Seller(s) and Buyer(s). Buyer(s) may not assign this Purchase Agreement without Seller's written consent.

This Purchase Agreement is binding on Seller's heirs and assigns. It is understood that the Listing Broker(s)/Listing Agent(s) AND Selling Broker(s)/Selling Agent(s) are acting as agents only in bringing the Buyer(s) and Seller(s) together, that all agreement(s) to be enforced between the parties are set forth in this Purchase Agreement, and that the Broker(s) and Agent(s) are not liable to either party for claimed statements or promises not in the Purchase Agreement or for the performance or non-performance of any term or promise in this Purchase Agreement between the parties.

Buyer(s) Initials IG

Seller(s) Initials JS



The Seller(s) and Buyer(s) in this transaction acknowledge the Broker(s) and Agent(s) are being retained solely as a real estate Agent(s) and not as an attorney, lender, inspector, or appraiser, or any other professional service provider. Seller(s) and Buyer(s) are advised to seek professional advice concerning any of these additional matters.

The parties agree that the electronic signatures of either party on any document relating to this transaction constitutes a valid and binding Agreement.

CONTINUE TO SHOW:

Seller(s) has the right to continue to offer the Property for sale for backup offers only.

THIS IS A BACKUP OFFER.

TIME OF ESSENCE:

Time is of the essence in this Purchase Agreement. This means that all completion dates are intended to be strict and absolute.

Reference to times in this Purchase Agreement is based on CT MT.

References to "day" or "days" in this Purchase Agreement shall be construed as calendar days.

This Purchase Agreement shall remain available for acceptance by Seller(s), on or before 12/15/2023 at 11:59 AM PM, or until revoked by Buyer(s) prior to Seller's acceptance.

FINAL ACCEPTANCE:

To be binding, this Purchase Agreement must be fully executed by both parties and acceptance must be communicated by delivery of fully executed Purchase Agreement.

Buyer(s):

Buyer(s) is entering into this Purchase Agreement with the intent to Wholesale? Yes No If Yes, see WHOLESALING

ADDENDUM.

Buyer(s) agrees to purchase the Property for the price, terms, and conditions as set forth above. Buyer(s) has reviewed and understands all pages of this Purchase Agreement.

_____	_____	_____	_____
Buyer Signature	Date	Buyer Signature	Date

Seller(s):

Seller(s) accepts this Purchase Agreement. Seller(s) has reviewed and understands all pages of this Purchase Agreement.

If checked, this Purchase Agreement is subject to attached COUNTEROFFER ADDENDUM.

Seller(s) signature authorizes closing agent to obtain applicable mortgage information (i.e., mortgage balance, interest rate, payoff and/or assumption figures, etc.).

All Seller(s) must sign.

_____	_____	_____	_____
Seller Signature	Date	Seller Signature	Date

THIS IS A LEGAL AND BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S). BUYER(S) AND SELLER(S) HAVE A RIGHT TO SEEK LEGAL AND TAX ADVICE.

IG *BN*

ADDENDUM TO PURCHASE AGREEMENT

This Addendum is a part of that Purchase Agreement dated December 8, 2023 by and between Beverly Woitzel, Seller, and Gabbert Equities LLC, Buyer, relating to the property located at 1208 South University Drive, Fargo, ND 58103. To the extent the terms of this Addendum are different from, or inconsistent with, the terms of the Purchase Agreement, the terms of this Addendum shall be deemed controlling. The parties agree as follows:

1. Contrary to line 25 of the Purchase Agreement, "proof of funds" is not attached. The purchase price shall be paid by wire transfer to the Closing Company.
2. All real estate taxes and installments of special assessments for the year 2023 (payable in 2024) and all prior years shall be paid by Seller. All real estate taxes and installments of special assessments for the year 2024 and all future years shall be paid by Buyer.
3. Contrary to lines 167 and 168, a "SIGHT UNSEEN ADDENDUM" is not attached. Buyer has inspected the property as fully as Buyer desires and agrees to purchase the property AS-IS.
4. As to the provisions in lines 253 to 262 relating to the abstract of title, Seller shall deliver the abstract to Buyer without further update within five (5) business days.
5. The purchase price shall be paid to the Closing Company by wire transfer or other collected funds on or before the closing date.
6. The parties acknowledge that the property is in need of substantial repairs and the property has been condemned by the City of Fargo.
7. Buyer, at Buyer's expense, has agreed to make such repairs as may be necessary and required by the City of Fargo to make the property habitable. Upon issuance of a building permit from the City of Fargo, Buyer shall be allowed possession of the property to begin making the necessary and required repairs.
8. Buyer represents that Fargo Star Roofing & Repair is Buyer's trade name; that Buyer is a limited liability company under North Dakota law; that Buyer is a duly licensed and bonded contractor in the State of North Dakota; and that Buyer shall procure and maintain liability insurance and worker's compensation coverage relating to all construction activities on the property.
9. Buyer agrees to indemnify and hold Seller harmless of, and from, any and all claims in any way arising from Buyer's construction activities on the property.
10. From and after the date that Buyer commences its construction activities, Buyer shall be responsible for all utilities on the property including, but not limited to, heat and electricity.
11. Seller, at Seller's expense, shall remove all of her personal property from the property on or before February 1, 2024. Any property not removed shall belong to Buyer.
12. The Closing shall be conducted by The Title Company and shall take place on or before February 1, 2024.
13. At closing, Seller agrees to execute and deliver a Quit Claim Deed conveying all of her right, title and interest in the property in the form attached hereto.
14. Buyer shall pay all closing costs.
15. If Buyer defaults, Seller shall have no obligation to pay any amount to Seller for any labor or materials provided for the repair or improvement of the Property furnished by Buyer or any


person or entity with whom Buyer contracted and no lien shall attach to the property for such labor or materials.

16. If Seller defaults, Buyer shall have a lien against the Property for the reasonable value of the labor and materials furnished by Buyer or its subcontractors for the repair and improvement of the Property; or, in the alternative, Seller shall have the right to seek specific performance of this Purchase Agreement. Buyer shall have no other remedies.
17. At Closing, the net proceeds payable to Seller shall be an amount equal to the purchase price less the unpaid balance, if any, of the real estate taxes and installments of special assessments payable for the year 2023. Each party shall pay his or her own attorney fees.
18. This Addendum is the only Addendum to the Purchase Agreement and this page is the only page that has been signed by the parties. Pages 1 to 10 of the Purchase Agreement have been initialed by the parties.

Buyer agrees to purchase the Property for the price, terms and conditions set forth in the Purchase Agreement as amended, modified and supplemented by this Addendum. Buyer has reviewed and understands all pages of this Purchase Agreement and Addendum.

Gabbert Equities LLC, Buyer

Dated: 12-12-23

By: 
Isaac Gabbert, its owner

Seller accept this Purchase as amended, modified and supplemented by this Addendum. Seller has reviewed and understands all pages of this Purchase Agreement and Addendum.

Dated: 12-11-23


Beverly Woitzel

QUIT CLAIM DEED

THIS INDENTURE, Made this _____ day of _____, 2024, between **Beverly J. Woitzel**, a single person, Grantor, and **Gabbert Equities LLC**, Grantee, whose address is **1101 41st Avenue North, Fargo, ND 58102**;

For and in consideration of the sum of One Dollar and other good and valuable consideration, grantors hereby **QUIT CLAIM AND CONVEY** to the said grantees, all of the following real property lying and being in the County of **CASS** and State of North Dakota and described as follows, to-wit:

Auditor's Lot "Q" in Auditor's plat of MacLaren's Subdivision of the south 50 feet of Lots 6, 7 and 8, Block 2, Monson's Subdivision of Block 1, Erskine's Addition. The remaining unplatted portion of Auditor's Block 4, SW¼ Sec. 7 Twp. 139 N.R. 48 W. and portions of lots 2 & 9, and all of lots 3, 4, 5, 6, 7 & 8, Block 2, Northrop's Addition to the City of Fargo, Cass County, North Dakota.

Beverly J. Woitzel

STATE OF _____, COUNTY OF _____

On this _____ day of _____, 2024, before me personally appeared **Beverly J. Woitzel**, a single person, known to me to be the person who is described in, and who executed the within and foregoing instrument, and acknowledged that **she** executed the same.

Notary Public

I certify that a report of full consideration is not required as this transaction is exempt pursuant to N.D.C.C. 11-18-02.2 (6) (h).

Dated: _____
Grantee or Agent

The legal description was obtained from Document **680212** recorded in the Office of the Recorder for Cass County, North Dakota on December 22, 1987.



NZ Engineering, PLLC

STRUCTURAL REPORT

Client: Isaac Gabbert

Inspection address: 1208 S University Drive Fargo, ND

Inspection Date: 11/20/23

This Structural Report includes the items that were indicated by the City Inspector as concern areas and any additional locations that were identified during my inspection. Throughout the report the defect is identified with recommendations on proposed fix.





NZ Engineering, PLLC

STRUCTURAL REPORT

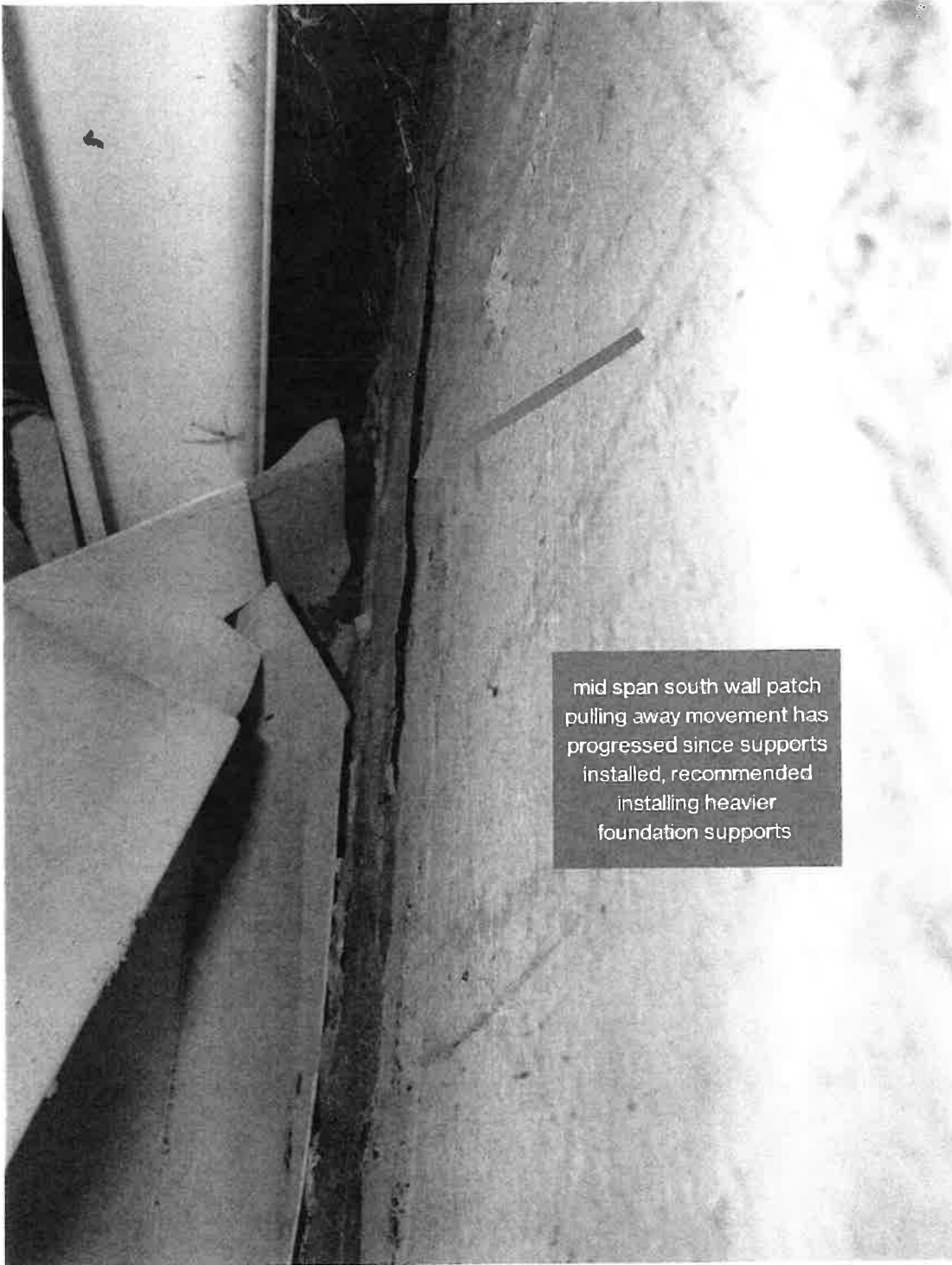
Basement

1. Foundation walls
 - a. Foundation walls are Concrete Masonry Units (CMU) the foundation was previously pinned with steel Angles to provide additional support to the walls. This is common practice due to the expansive soils in the area. The current pinning of the South wall shows signs of minor movement, this could be old or new movement. Recommend replacing the Angle foundation pinning with a stiffer member, either stiffen the Angle itself or replace it with an I-beam to provide sufficient support. Then remove any loose material at the existing patch and repatch the foundation wall crack. Continue to monitor wall.



NZ Engineering, PLLC

STRUCTURAL REPORT





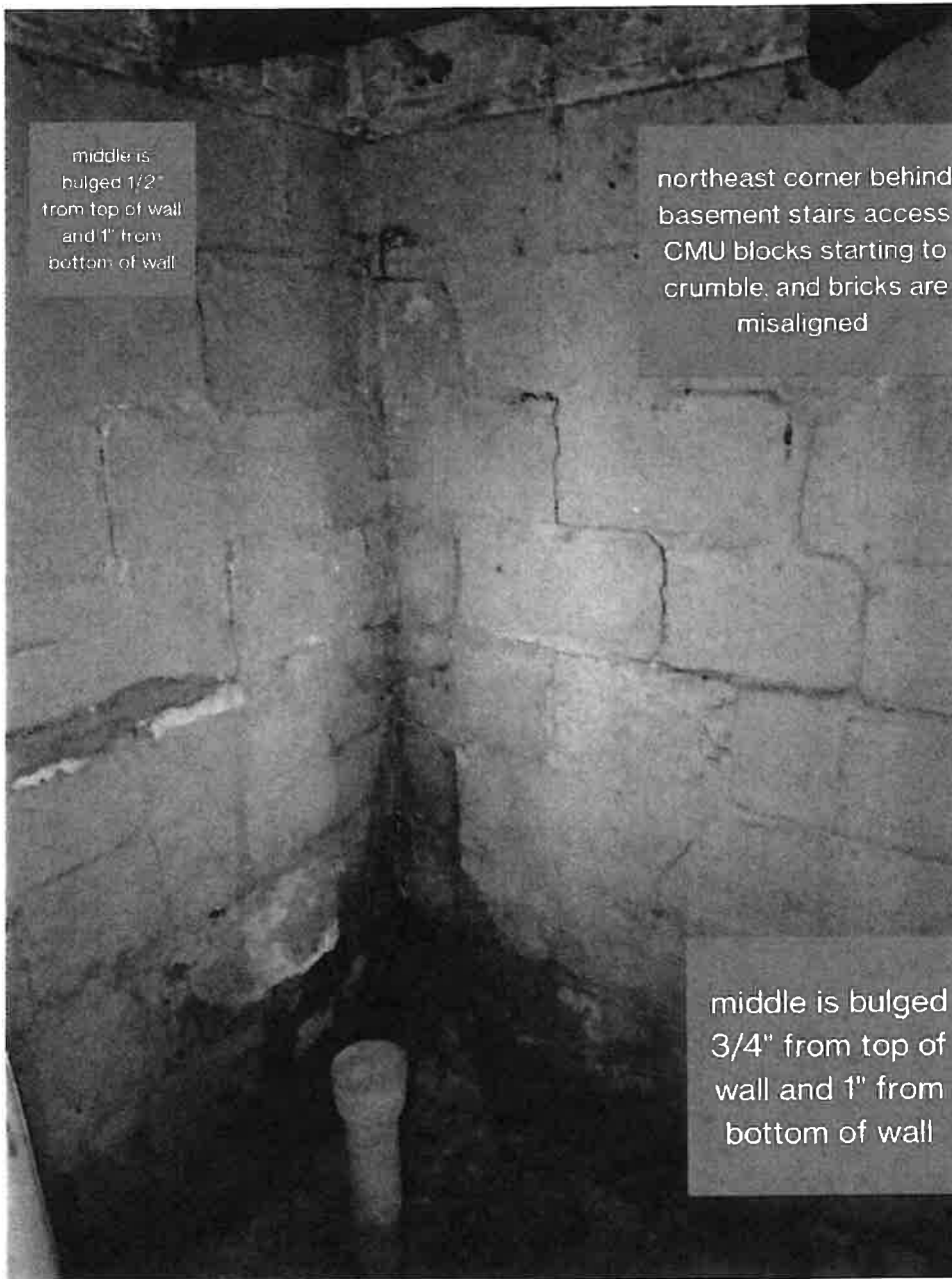
NZ Engineering, PLLC

STRUCTURAL REPORT

- b. The Northeast corner of the foundation shows signs of water intrusion, along with the center of the wall bulging inward. Recommend pinning foundation wall on both sides of this corner and addressing water infiltration, this may be mitigated by a sump pit or improved drainage at the surface elevation. Cracks in the CMU have formed due to this movement, some show light from the exterior side showing through, recommend sealing cracks that have formed. Monitor any additional movement.



STRUCTURAL REPORT



middle is bulged 1/2" from top of wall and 1" from bottom of wall

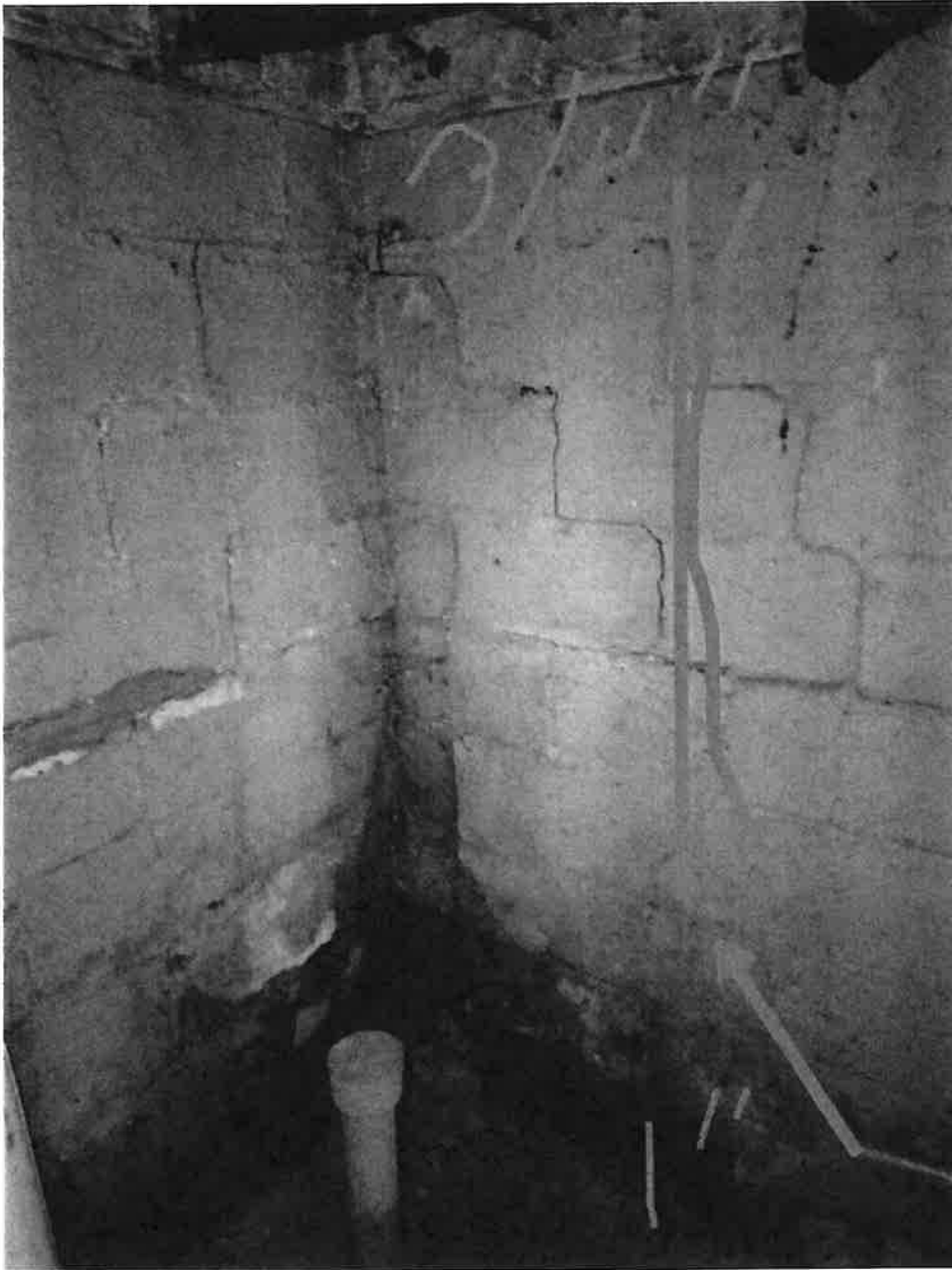
northeast corner behind basement stairs access CMU blocks starting to crumble, and bricks are misaligned

middle is bulged 3/4" from top of wall and 1" from bottom of wall



NZ Engineering, PLLC

STRUCTURAL REPORT





NZ Engineering, PLLC

STRUCTURAL REPORT

- c. General CMU units – Several CMU units in isolated locations are showing signs degradation, recommend removing loose material on the interior side of the foundation wall, if this results in penetrating into the cell of the CMU unit, dry pack grout back into the unit to fill the unit completely. Recommend resealing the interior face of the foundation with a water proofing sealant.





NZ Engineering, PLLC

STRUCTURAL REPORT

- d. There appears to have been an addition to the basement at the base of the stairs leading to the basement. The surface treatment (concrete skim coat) that was placed over the brick creating the transition between foundations is failing. Recommend removing loose concrete and applying new surface treatment.

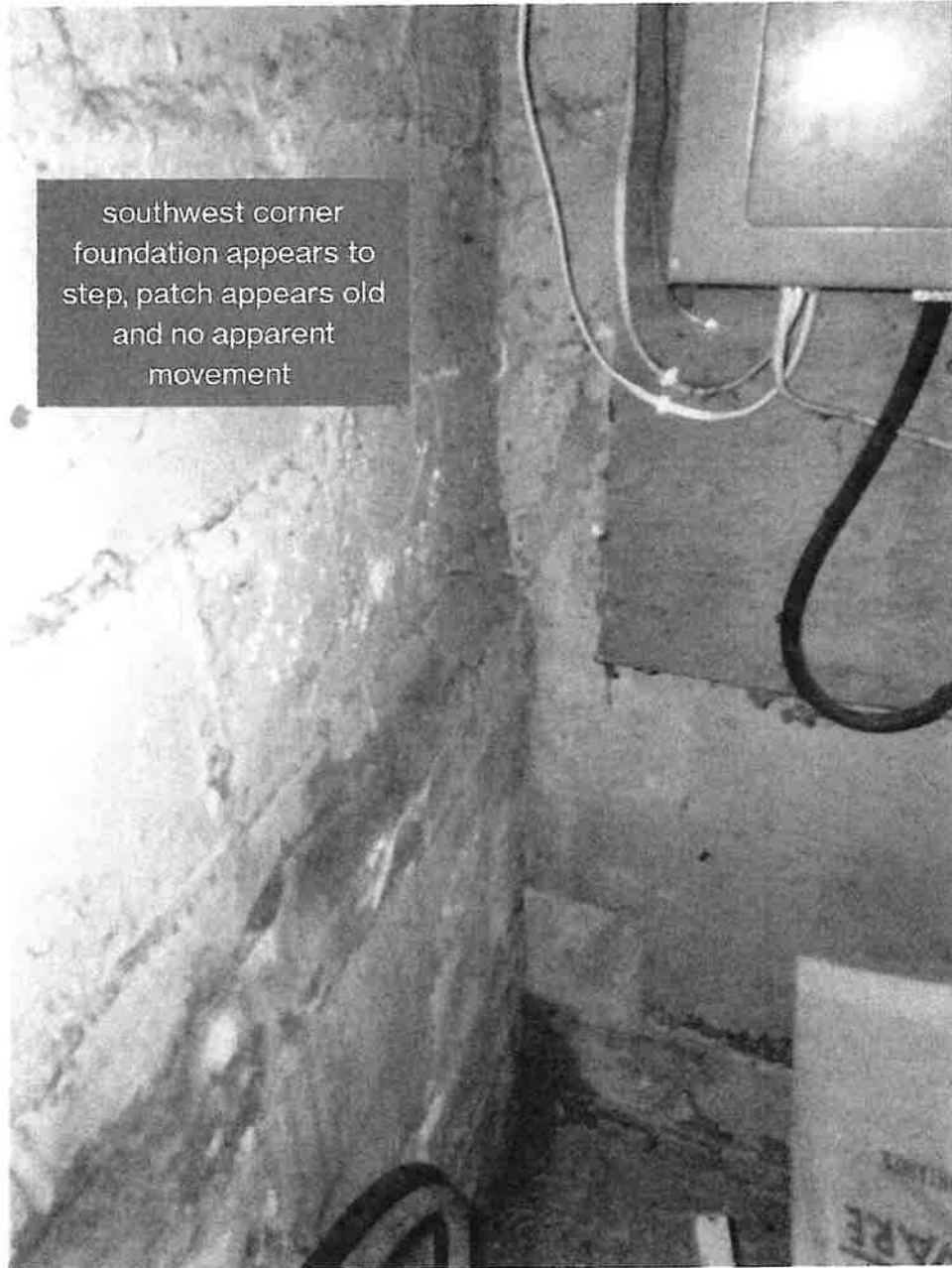




NZ Engineering, PLLC

STRUCTURAL REPORT

- e. Southwest corner foundation appears to step, patch appears to be old with no apparent movement. Recommend continuing to monitor.



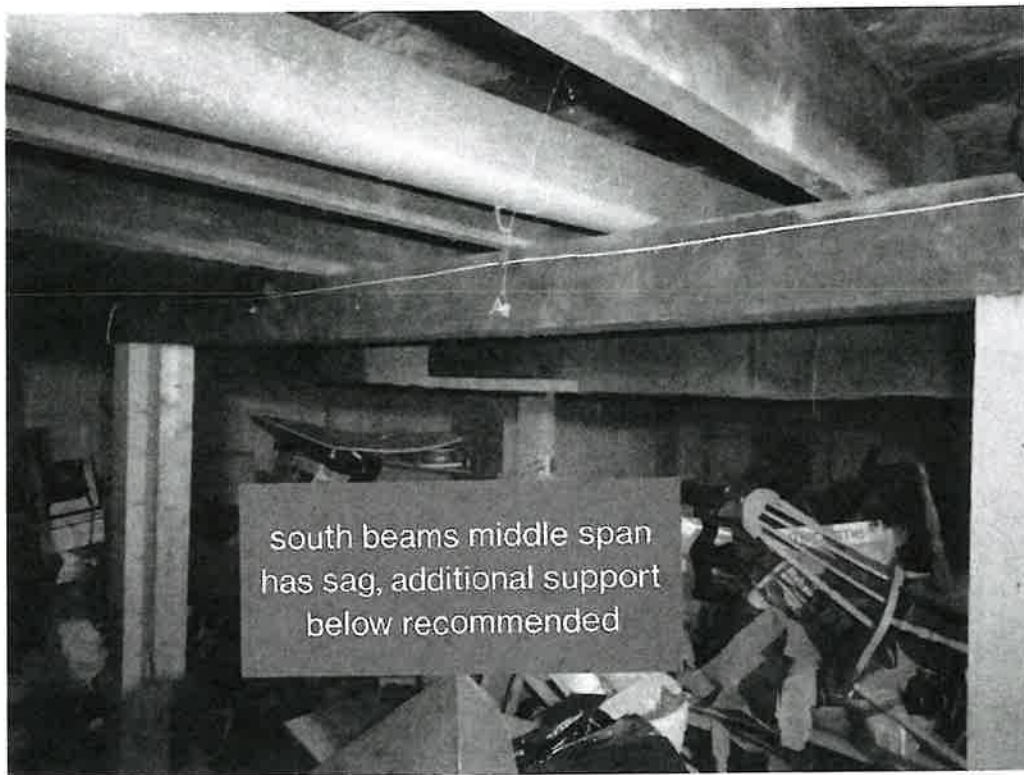


NZ Engineering, PLLC

STRUCTURAL REPORT

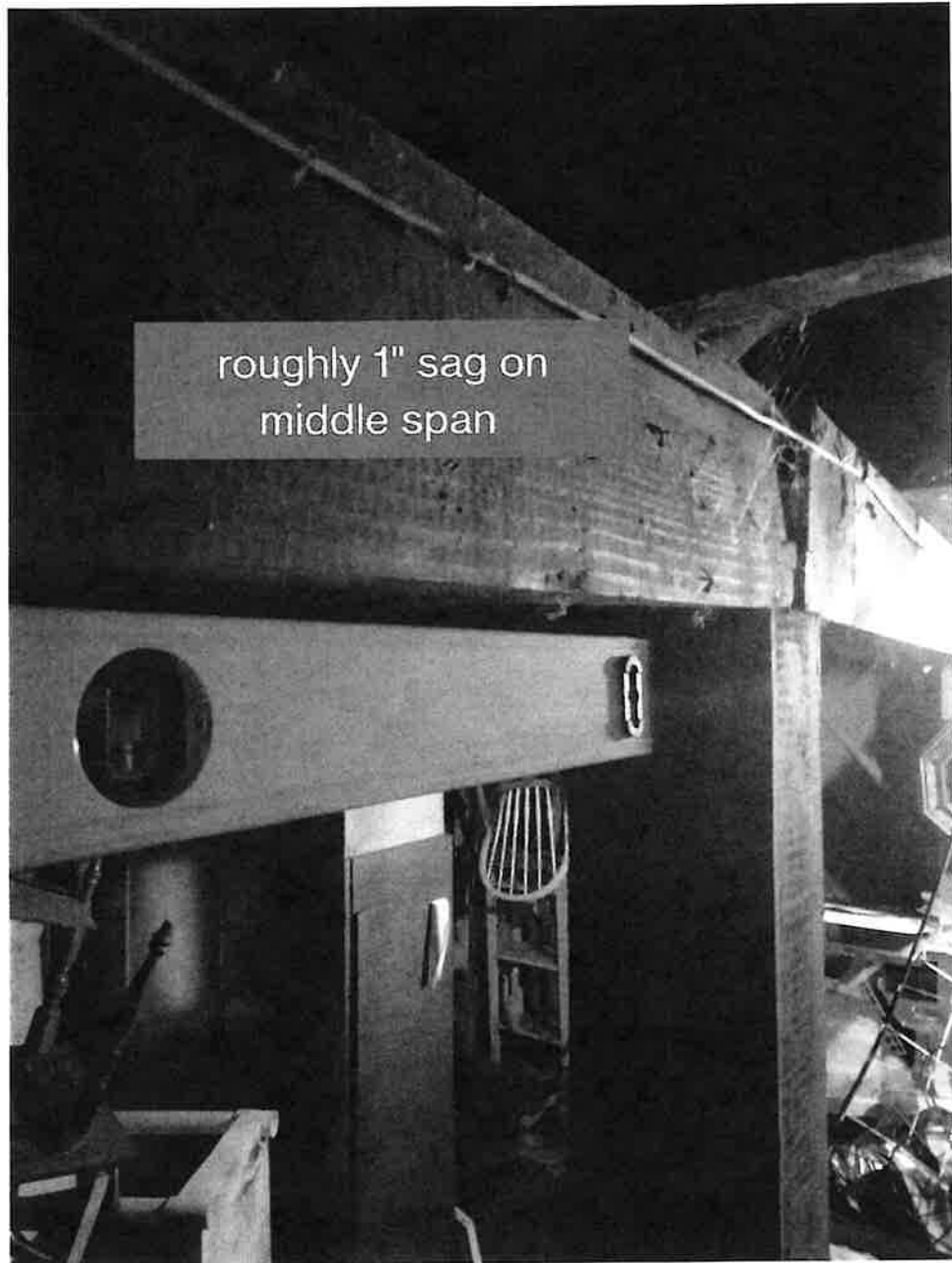
2. Joists and Beams

- a. Floor joists appear to be in good shape with no noticeable deflection.
- b. Beams: The floor joists are supported off 2 runs of beams and columns breaking the span into 3rds. The North beam line does not show any notable signs of deflection. The South beam line in the most eastern span and center span shows deflection estimated up to 1" due to owners belongings in the way verification on actual total deflection was only able to be made on the center span. Recommend placing additional support below both beams at mid span.



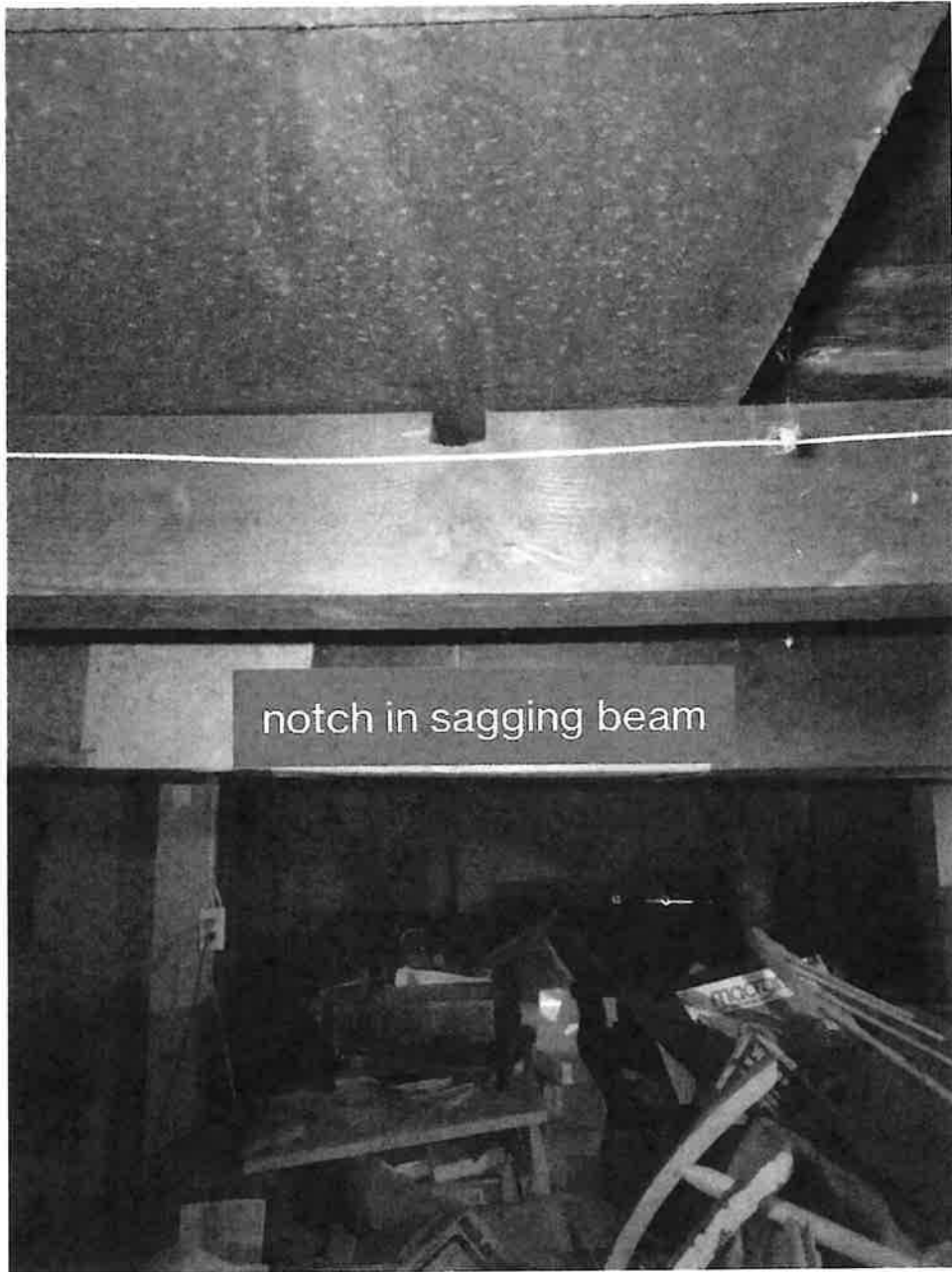


STRUCTURAL REPORT





STRUCTURAL REPORT





STRUCTURAL REPORT





NZ Engineering, PLLC

STRUCTURAL REPORT

3. Roof Truss

- a. Water is leaking through roof along 80% of the south wall and 5% of the North wall there is wet insulation extending roughly 3' into the attic from the exterior wall line. Most water appears to only be affecting the top of the insulation at this time, when exposing the bottom cord, the insulation dried up a couple inches down and only the top of the bottom cord appeared damp with no signs of rot discovered.

There are 2 areas on the South wall that should be re-inspected once all the insulation is removed, in these areas water has been leaking for extended periods of time and have began showing signs on the ceiling below. Previous patch included spray foam and storage containers to catch water, however these containers are full of water indicating patch was not sufficient. Due to the pitch of the roof and containers full of water the top cord to bottom cord connection was unable to be inspected. Recommend removing all wet insulation and drying the bottom cord out to remove the environment encouraging further degradation of the roof truss. Remove and replace roof sheathing that has failed, while roof sheathing is removed inspect top cord and bottom cord connection to verify if there is any section loss due to rot & decay. If there is any section loss of these members have an engineer, verify and recommend a repair.

Where ceiling is showing water damage, it appears to be affecting the wall as well, but due to owners' belongings in the way it was unable to be inspected. Recommend opening wall to verify there is no section loss due to rot and decay in the walls.



STRUCTURAL REPORT





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STRUCTURAL REPORT





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STRUCTURAL REPORT





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STRUCTURAL REPORT





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STRUCTURAL REPORT





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STRUCTURAL REPORT





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STRUCTURAL REPORT

Summary:

Overall structure does not show any identified significant issues resulting in the immediate failure of structure. Roof leak should be repaired, and the top and bottom cord of the trusses be inspected further after removal of wet insulation, this is the highest area of concern going into the winter months with additional loading expected due to snow. Other repairs should be made to the areas noted above.

NZ Engineering, PLLC

Signature 

Printed Name Carl Entzie

Date 11/25/2023





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Memorandum

DATE: December 26, 2023
TO: Mayor and Board of City Commissioners
FROM: Shawn Ouradnik, Inspections Director
SUBJECT: Dangerous Building at 1710 1 Ave S

Background:

The property at 1710 1 Ave S., Fargo was declared a Dangerous Building during the regular meeting of the City Commission on October 30, 2023. The property owner, Jamie Swenson, has requested an extension to complete repairs to the structure and turn it from an illegal three unit structure to a single family structure. He has been issued an exploratory demolition permit to assess the damage to the structure. Mr. Swenson has contracted Precision Concrete Cutters, Inc. Ram Jack to repair the foundation which was completed in December of 2023 at a cost of \$17,000, and is working with a local engineer, Sandman Structural Engineers, to assess and make recommendations to repair the rest of the structure, we have not received that report yet. We have received information form Precision Concrete Cutters, Inc. Ram Jack pertaining to the basement repair and have determined the system used to be adequate for the repair.

Mr. Swenson has been diligent about communicating with our office and has shown initiative to repair the structure. Additionally Mr. Swenson has a potential buyer for the property but does not have a signed purchase agreement due to the Dangerous Building process.

RECOMMENDED MOTION: To direct the City Attorney's Office to amend the Findings of Fact, and Conclusions and Order to allow Jamie Swenson to repair the structure at 1710 1 Ave S by June 28, 2024.

Dec 7, 2023

1710 1st Ave So. Fargo**Request for an extension**

Hello Shawn, it was nice meeting you the other day. I am very pleased that we both have the same common goal and that same common goal is getting the house at 1710 1st Ave So. In Fargo repaired. You mentioned to write down the plan for repairing the house and the city council would grant a 180 day extension to complete the work.

I stopped in and picked up an exploratory demolition permit to open up all the exterior walls in the basement. I have completed this task of completely demoing everything in the basement. We have started the Demo on the main floor.

Work scheduled December 14-15 2023

I have hired RAMJACK of Fargo to fix the West basement wall that has a 1.75" horizontal deflection with 8 wall anchors. They have ensured me the wall will be better than new and completely straight. They are also going to apply a membrane to the exterior of the wall and a drain tile with pea rock at the base to ensure no future issues.

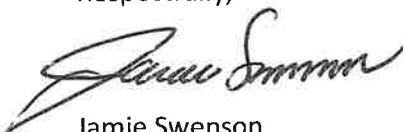
RAMJACK is ensuring me nothing structural will be wrong with the foundation once their work is complete.

I have hired Jeff's custom carpentry to renovate and remodel the property. After his inspection Jeff told me the house has "Good Bones" and he is excited to bring this home back to its full potential!

The city of Fargo inspections has asked to have a structural engineer inspect the property to ensure no further issues are overlooked.

The city of Fargo Inspections said they would gladly grant a 180 extension to complete the work but I would also need to request an extension from the City council for an extension. At this time I would like to request an extension of 180 days to complete all work necessary.

Respectfully,



Jamie Swenson

320-491-3657

RENTAL PROPERTY



PRECISION Concrete Cutters Inc.

pccnd.com

Contract # 2023 307

To be delivered and installed at:

Name **JAMIE SWENSON**

Street **1710 15TH AVE S.** City **FARGO**

State **ND** Zip Code **58103**

County **CASS** Home Phone _____

Work Phone _____ Cell Phone **320-491-3657**

Nearest intersecting roads **18TH ST. S.**

Utility Ticket # _____

Specifications

Digging yes no

Remove Excess DIRT yes no

Drain Tile interior exterior

Wall Type concrete block
 brick stone

Material Thickness 8" 12" other

Basement Status contractor jamb and case
 homeowner jamb and case

Ceiling Height _____

Outside Trim yes no

Area Well yes no
 metal cedar stone

Safety Steps yes no

Window Casement _____
 Color _____
 Hinge: LHH RHH
 Brand _____
 Size _____ Fullscreen _____

Permission to use home for advertising purposes
 yes no

Toll Free 800.391.1174

Fargo 701.280.7038

Fax 701.277.7268

GF 701.746.1399

Bismarck 701.255.9024

Minot 701.837.8010

pccnd.com

estimates@pccnd.com

Contractor License # ND 32176 | MN 20311514 | Wisc 1075830

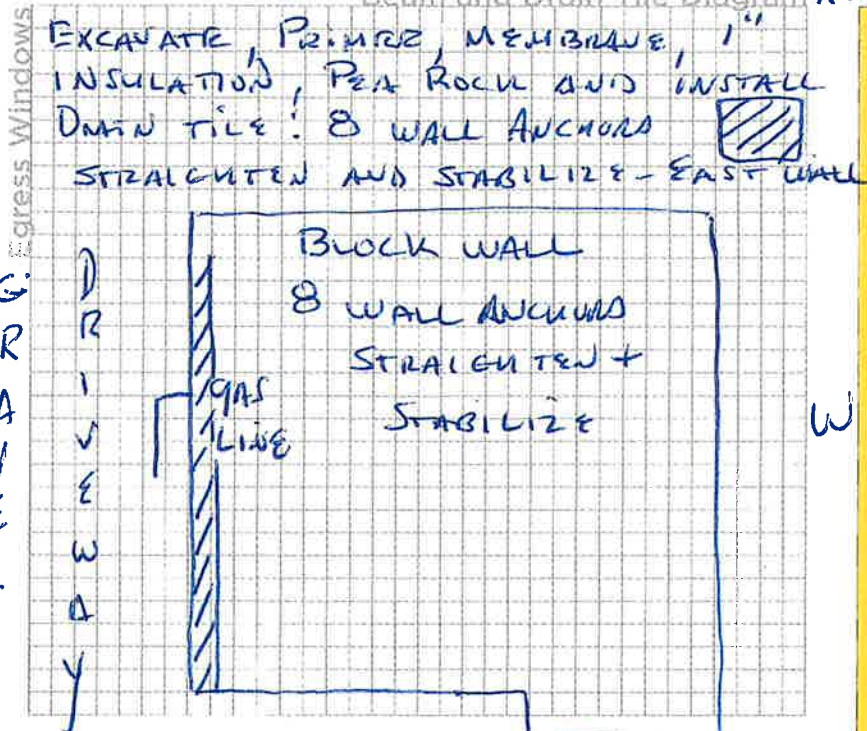
5

Total Investment \$ **17,000.-**

Initial Investment \$ _____

Due Upon Completion \$ _____

Beam and Drain Tile Diagram A:



MATERIAL
 All surplus material is property of the contractor. The company always sends more material than is required as delays caused by material shortages are costly. All materials and workmanship guaranteed.

BUYERS RIGHT TO CANCEL
 You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

KEEP A COPY OF THIS CONTRACT to protect your legal rights. Executed by both Buyer and Seller this day of **NOVEMBER 24TH 2023**

Each buyer hereby acknowledges receipt of a fully completed copy of this Retail Installment Contract.

Signature of Buyer
 X
 Signature of Buyer
 X

Accepted by Seller - Precision Concrete Cutters
 By **TERIZY LEARSO**
 Initials **TAL**

The contractor's representative has fully explained the merits of the waterproofing system. Fully understand and accept the transferable warranty which covers only the areas of the basement addressed and does not cover water damage. There will be no charge for service calls which are leaks in the system covered under warranty. Partial perimeter systems carry a limited warranty. Sump pumps are covered under a separate manufacturer warranty. Installation of the system does not include painting, finished carpentry, extending discharge lines, electrical work, or replacement of floor tile or carpeting. Contractor cannot be responsible for frozen discharge lines, condensation, damp spot discoloration, water once pumped from house, window well flooding, or fuel tank lines. Customer shall grant contractor a 30 day right to remedy any problem after reported. Homeowner responsible for moving objects away from walls and back. Some dust should be expected from work. Payments to be made in full upon completion.

Plywood down to protect grass

The homeowner is responsible for relocating any interior or exterior private or public utilities, including sprinkler lines. The homeowner is also responsible for any landscaping work that may be needed after the project is completed.

Precision Concrete Cutters, Inc. Ram Jack North
 5002 19th Ave N Ste A
 Fargo, ND 58102
 (701) 280-7038
 lacie@pccnd.com

Estimate

ADDRESS

Jamie Swenson
 1710 1st Ave S
 Fargo, ND 58103

ESTIMATE #	DATE
3255	11/27/2023

DESCRIPTION	QTY	RATE	AMOUNT
-------------	-----	------	--------

Our recommended course of action regarding this problem is to install the following:		17,000.00	17,000.00
--	--	-----------	-----------

Installation of exterior waterproofing membrane on complete East wall - Diagram A

We will excavate to footing to expose foundation walls on described side of residence. Wall will be prepared to apply primer prior to application of 60 mil rubberized waterproof membrane - wrap between footing and wall

Drain tile will in inspected for damage and proper function- install new tile - soaked

We will backfill with 1' of pea rock from footing up and remainder to use existing soil

Installation of 8 commercial wall anchors on East side of home - dig out 11'

Push 1 wall back to vertical or as close as possible

Install 1" insulation on excavated area

This agreement includes all labor, material, delivery, complete clean-up and warranties.

***Cut out sheet rock but no repair work

If you have any questions please feel free to call.

TOTAL

\$17,000.00

Accepted By

Accepted Date



ICC-ES Evaluation Report



ESR-5055

Reissued April 2023

This report is subject to renewal April 2024.

www.icc-es.org | (800) 423-6587 | (562) 699-0543

A Subsidiary of the International Code Council®

DIVISION: 31 00 00—EARTHWORK
Section: 31 60 00—Special Foundations and Load-Bearing Elements

REPORT HOLDER:

GRIP-TITE MANUFACTURING CO., LLC.

EVALUATION SUBJECT:

GRIP-TITE® WALL ANCHOR SYSTEM

1.0 EVALUATION SCOPE

Compliance with the following codes:

- 2021, 2018, 2015, and 2012 *International Building Code*® (IBC)

Properties evaluated:

- Structural

2.0 USES

Grip-Tite® Wall Anchor System is intended for exterior use as a tie-back device to stabilize foundation walls affected by leaning, tilting, bowing, or cracking.

3.0 DESCRIPTION

3.1 General: Grip-Tite® Wall Anchor System consists of the following components described in Sections 3.2 to 3.7 and as illustrated in Figure 1.

3.2 Interior Wall Plate: The interior wall plate is part of an assembly that is 18-¼ -inches (46.36 cm) x 11-inches (27.94 cm) or 28-inches (71.12 cm) x 12-½ -inches (31.75 cm) formed steel plate. See Table 1 for more specifications. The maximum distance that the wall plate can span is 8-inches (20.32 cm). The interior wall plate is hot-dipped galvanized in accordance with ASTM A123M and as illustrated in Figure 3.

3.3 Flat Plate Washer: The flat plate washer is part of the interior wall assembly that is 4-inches (10.16 cm) x 4-inches (10.16 cm) x ¼ -inch (0.64 cm) thick, manufactured from ASTM A36 Steel. For coating, see Table 3.

3.4 Exterior Soil Anchor: The exterior soil anchor is part of an assembly made from two (2) pieces of formed steel plate. See Table 2 for specifications. The exterior soil plate is hot-dipped galvanized in accordance with ASTM A123M and as illustrated in Figure 4.

3.5 Threaded Rod: The threaded rod is ¾ -inch (1.91 cm) – 10 UNC cold rolled round bar. The threaded rod is

manufactured per SAE J403 Grade 1018, with ultimate tensile strength of 63 ksi (434 MPa) and yield strength is 53 ksi (365 MPa). The rod is hot-dipped galvanized in accordance with ASTM A153.

3.6 Beveled Washers and Nut: 1-¾ -inches (4.45 cm) Beveled washer manufactured per ASTM F436. A ¾ -inch (1.91 cm) square nut conforming to ASTM A563 Grade A. For coating, see Table 3.

3.7 Threaded Coupler: The threaded coupler is 1-inch (2.54 cm) o.d x 3-inch (7.62 cm) long and manufactured from ASTM A513-5 Grade 1020 steel with ultimate tensile strength of 86 ksi (593 MPa) and yield strength of 68 ksi (469 MPa). The ¾ -inch (1.91 cm) -10 UNC threads extend 1-¼ -inches (2.86 cm) from each end. For coating, see Table 3.

4.0 DESIGN AND INSTALLATION

4.1 Design: Structural calculations shall be submitted to the code official on a job-specific basis with consideration to the existing foundation wall, soil conditions, and overall system integrity.

The Grip-Tite® Wall Anchor System shall be designed as a tie-back device to stabilize foundation walls with the allowable tension loads in accordance with Table 1. The design loads shall be determined in accordance with the applicable sections of the IBC.

4.2 Installation: Grip-Tite® Wall Anchor System is installed by inserting a steel rod through the wall into the outside earth. A soil anchor is then attached to the steel rod through a vertical hole in the ground. An interior wall plate then secures the rod inside the foundation wall, as illustrated in Figure 2. Table 4 lists specific wall heights and soil variability references and can be used together with the soil test report to determine important installation information such as wall plate/anchor rod height, allowable anchor spacing, distance and depth, and allowable lateral bearing capacity.

Grip-Tite® Wall Anchor System shall be installed in accordance with the applicable code, this report, the manufacturer's published installation instructions, and the approved construction documents prepared by a registered design professional. A copy of the manufacturer's published installation instructions and the approved drawings shall be available at all times on the jobsite during installation.

5.0 CONDITIONS OF USE

The Grip-Tite® Wall Anchor System described in this report complies with or is a suitable alternative to what is specified in, those codes listed in Section 1.0 of this report, subject to the following conditions:

ICC-ES Evaluation Reports are not to be construed as representing aesthetics or any other attributes not specifically addressed, nor are they to be construed as an endorsement of the subject of the report or a recommendation for its use. There is no warranty by ICC Evaluation Service, LLC, express or implied, as to any finding or other matter in this report, or as to any product covered by the report.



- 5.1 Installation shall comply with this report, the applicable code, and the manufacturer's published installation instructions. If there is a conflict between the manufacturer's installation instructions and this report, this report governs.
 - 5.2 Installation shall be performed by trained installers certified by Grip-Tite Manufacturing Co., LLC.
 - 5.3 A site survey is necessary of the area where the anchors will be placed to locate any possible interferences such as utilities, plumbing, electric, or phone lines.
 - 5.4 A Geotechnical Investigation shall be conducted to evaluate the adequacy, strength, and stability of the load-bearing soils to determine location, depth, and spacing for the anchors. This requirement may be waived by the Building Official when satisfactory data from the adjacent area is available.
 - 5.5 A registered design professional shall prepare calculations and/or design for the Grip-Tite® Wall Anchor System in accordance with the requirements of ASCE 7 as indicated in the IBC.
 - 5.6 Special inspection requirements shall be determined by the Building Official.
 - 5.7 The soil that has been removed for the Anchor hole installation shall be replaced and compacted or filled to complete the installation.
 - 5.8 The Grip-Tite® Wall Anchor System is for axial tension application only.
 - 5.9 The following items are beyond the scope of this report, and they are related to the design and installation of the Grip-Tite® Anchor Wall System:
 - Design, calculations, and details for the foundation wall verifying compliance with this report.
 - The installer's qualifications.
 - Soil Stability and bearing strength.
- 6.0 EVIDENCE SUBMITTED**
- 6.1 Design calculations in accordance with ANSI/AISC 360.
 - 6.2 Quality documentation in accordance with ICC-ES Acceptance Criteria for Quality Documentation (AC10), dated May 2022.
- 7.0 IDENTIFICATION**
- 7.1 The ICC-ES mark of conformity, electronic labeling, or the evaluation report number (ICC-ES ESR-5055) along with the name, registered trademark, or registered logo of the report holder [and/or listee] must be included in the product label. [Electronic labeling is the ICC-ES web address (www.icc-es.org); specific URL related to the report; or the ICC-ES machine-readable code placed on the aforementioned items.]
 - 7.2 In addition, product labeling shall include the name and address of the report holder (Grip-Tite Manufacturing Co., LLC) and product identification.
 - 7.3 The report holder's contact information is the following:

GRIP-TITE MANUFACTURING CO., LLC
505 EAST MADISON STREET
WINTERSET, IOWA 50273
(515) 462-1313
www.griptite.com

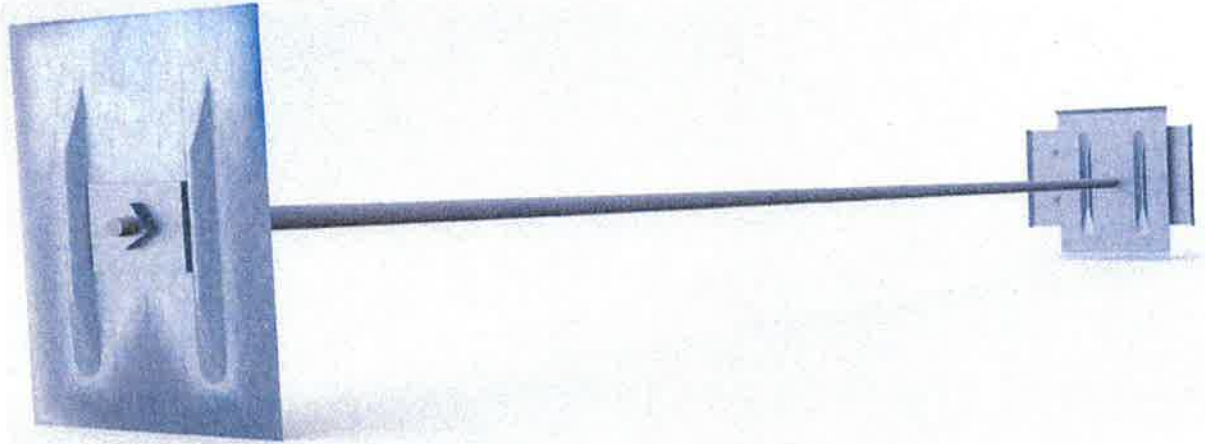


FIGURE 1—GRIP-TITE® WALL ANCHOR SYSTEM ASSEMBLY

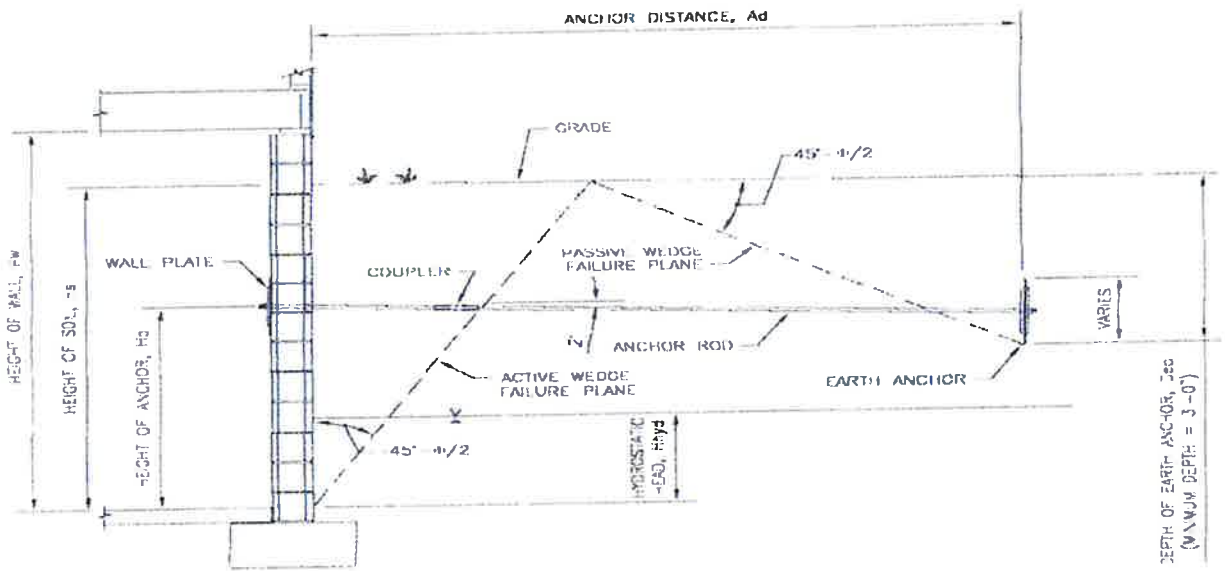


FIGURE 2—TYPICAL WALL ANCHOR ASSEMBLY

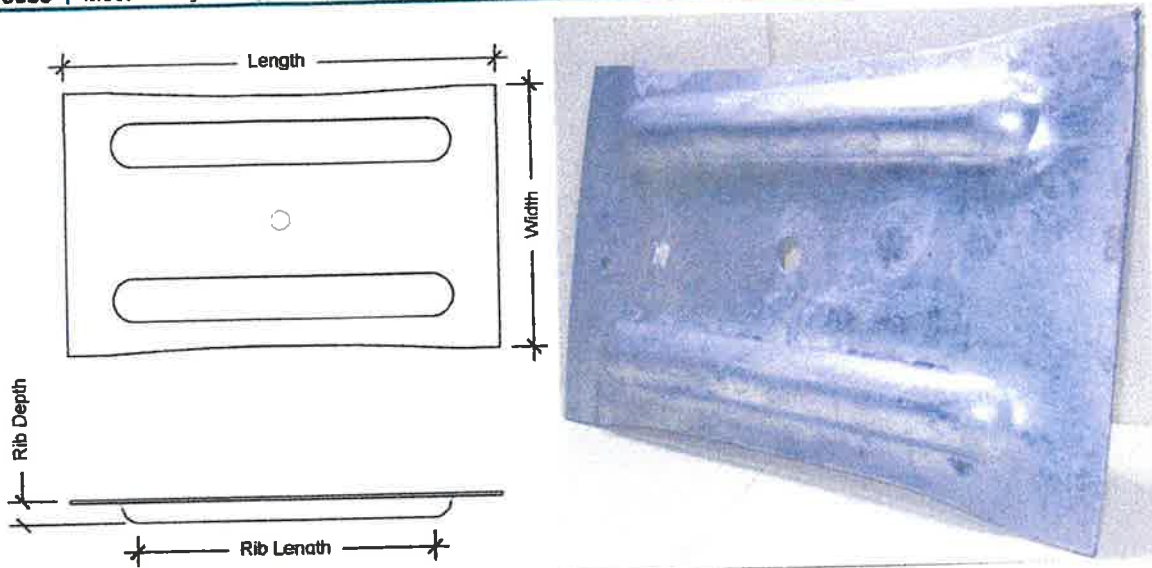


FIGURE 3—INTERIOR WALL PLATE

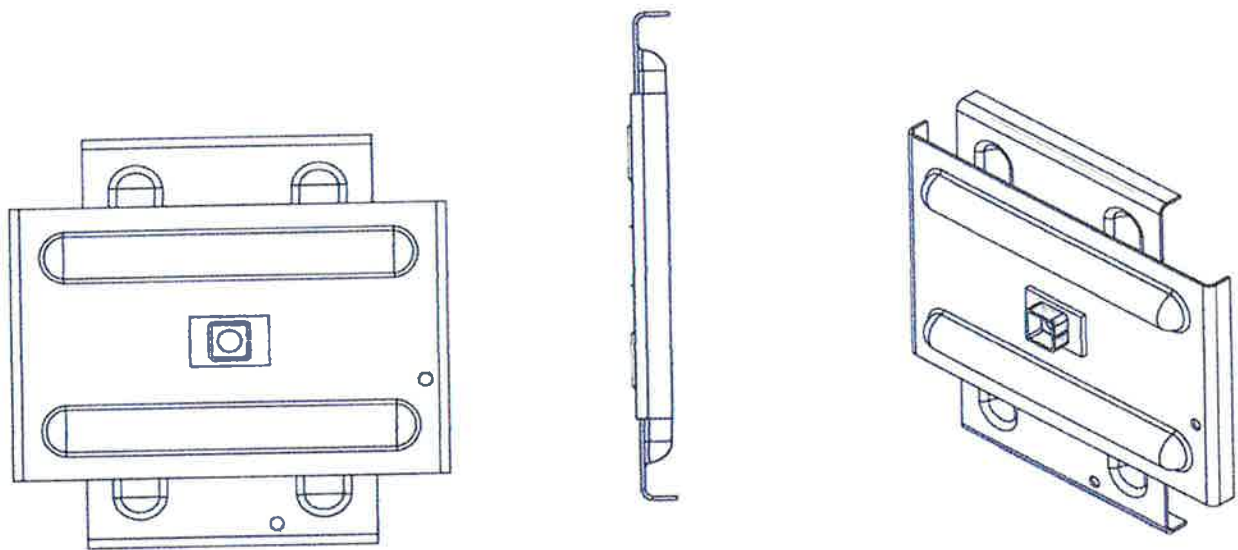


FIGURE 4—EXTERIOR SOIL ANCHOR

TABLE 1—INTERIOR WALL PLATE ALLOWABLE TENSION LOAD

Interior Wall Plate Number	Wall Plate Size & Min. Thickness (inch)	Steel	Minimum Rib Depth (inch)	Minimum Rib Length (inch)	Minimum Yield Strength (ksi)	Maximum Allowable Tension Load (lbs.)
GT250P	18- $\frac{1}{4}$ x 11 x 0.136tk.	ASTM A572, Grade 50	1.0	12.5	64.9	9,400
	18- $\frac{3}{4}$ x 11 x 0.131 tk.	ASTM A572, Grade 50	0.83	12.5	67.1	7,290
GT400P	28 x 12- $\frac{1}{2}$ x 0.182tk.	ASTM A572, Grade 50	1.1	19.2	63.3	10,000
	28 x 12- $\frac{1}{2}$ x 0.182tk.	Hot Rolled C1008-C1011	1.1	19.2	51.1	10,000

TABLE 2—EXTERIOR SOIL ANCHOR TYPES

Exterior Soil Anchor Number	Steel	Size (inch)
GT260A	Hot Rolled C1008-C1011 or ASTM A572, Grade 50	16- $\frac{1}{2}$ x 11 x 0.136tk.
GT325A	Hot Rolled C1008-C1011 or ASTM A572, Grade 50	16- $\frac{1}{2}$ x 11 x 0.136tk.
		26- $\frac{5}{16}$ x 12- $\frac{1}{2}$ x 0.187tk.
GT400A	Hot Rolled C1008-C1011 or ASTM A572, Grade 50	26- $\frac{5}{16}$ x 12- $\frac{1}{2}$ x 0.187tk.

TABLE 3—COATINGS

ASTM Standard	Suggested thickness
A153	43 μ m
F2329	
B695 class 25	25 μ m
B633 Fe/Zn 12	12 μ m

TABLE 4—REFERENCE CMU WALL CHARTS AND FRICTION ANGLES ^{1,2}

Wall Height	10 feet	9 feet	8 feet	7 feet	6 feet
Friction Angles	15 Degrees	15 Degrees	15 Degrees	15 Degrees	15 Degrees
	26 Degrees	26 Degrees	26 Degrees	26 Degrees	26 Degrees
	36 Degrees	36 Degrees	36 Degrees	36 Degrees	36 Degrees

1. Refer to the manufacturer's CMU Wall Charts – Variable Fill Heights – Variable Soil Parameters for installation specifications.
2. Friction angle is denoted as ϕ , as shown in Figure 1.



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

December 20, 2023

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

35

RE: Request to Overfill Personnel for 2024

Commissioners,

As we plan our staffing needs for 2024, we anticipate several retirements and/or resignations during the first quarter of the year. In order to ensure the seamless continuity of public safety services, we make every effort to be proactive and limit the amount of time between officers leaving the Department and new officers starting. Realistically, it takes between nine months to one year from the application process, to the time a new recruit is solo on the street filling a vacant position. With that in mind, we would like to request your approval to overfill five police officer positions to address the upcoming vacancies in the first months of 2024. Overfilling of these positions is necessary for maintaining adequate coverage, upholding the safety of our community, and ensuring a swift response to emerging public safety concerns. Your support in this matter is invaluable, and we believe that this preemptive approach will contribute to the overall efficiency and effectiveness of our law enforcement efforts.

As an example of what is being described, we have a veteran officer of 38 years who will retire on January 25, 2024. With January 25 being his retirement date, we will miss the start of the FPD Academy that begins on January 21. That position now sits vacant until the next academy or hiring cycle, which ultimately can be a full year away. We have at least four other known similar examples of resignations or retirements.

We currently have 16 vacancies, which includes the six positions we acquired through a federal grant for the reconstitution of the Traffic Safety Unit (TSU). By allowing the Department to overfill by five positions, our FPD Academy can begin training 21 officers simultaneously on January 22, 2024. They will graduate the academy late spring, and graduate field training (PTO) by mid-summer. We currently have 21 potential employees in the hiring process who could fill these positions, and if any one of the applicants needs to be removed due to issues in the hiring process, we would revise our request to accurately reflect our intentions.

The Finance Committee approved this request on Monday, December 18, 2023.

Recommended Motion:

Approve the Fargo Police Department to overfill five sworn officer positions in the January 22, 2024 Academy class due to pending resignations and retirements in the first quarter of 2024.

Sincerely, <


David B. Zibolski
Chief of Police



PUBLIC WORKS

**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMANS & HYDRANTS**

402 23rd Street North

Fargo, ND 58102

Phone: 701.241.1453 | Fax: 701.241.8100

FargoND.gov

36

December 20, 2023

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

RE: (1) Dual Auto Side Load Truck (RFP24017)

Commissioners:

On December 15, 2023, one (1) proposal was received and read for the purchase of one (1) Dual Auto Side Load Refuse Truck.

The results are as follows:

<u>Firm</u>	<u>Total Price w/ Trade</u>
Sanitation Products.	\$ 395,923.00

The review committee consisting of Scott Olson, Dave Rheault, and Tom Ganje evaluated one (1) proposal and determined that the proposal was compliant. Sanitation Products met all the required specifications and the price was within expected parameters. Funding for this project is included in the 2024 Solid Waste budget. A 3-year lease will be procured for the full cost at the time of the purchase.

Our recommendation is to purchase one (1) Dual Auto Side Load Refuse Truck based on the proposal from Sanitation Products.

SUGGESTED MOTION:

I/we hereby move, based on the proposal from Sanitation Products, to approve the purchase of one (1) Dual Auto Side Load Refuse Truck for \$395,923.00 with a 3-year annual lease.

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager

**2024 Dual Auto Side Load
RFP24017
12/20/2023**

	Sanitation Products
Chassis Make	Freightliner
Chassis Model	M2 106 Plus
Body Make	Labrie
Body Model	Expert
Trade-In Value Unit 198	\$2,500.00
Total Price	\$398,423.00
Total Price less Trade-In Value	\$395,923.00
Delivery Date	11/27/2024
Met specifications	No



PUBLIC WORKS

**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS**

402 23rd Street North
Fargo, ND 58102

Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

37

December 20, 2023

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

RE: (1) Hook and Hoist Refuse Truck (RFP24027).

Commissioners:

On December 15, 2023, two (2) proposals were received and read for the purchase of one (1) Hook and Hoist Refuse Truck. Proposals were submitted by the following vendors.

The results are as follows:

<u>Firm</u>	<u>Price w/ Trade</u>
Sanitation Products.	\$191,736.00
Northland Truck Sales Inc.	\$221,950.00

The review committee consisting of Scott Olson, Dave Rheault, and Tom Ganje evaluated two (2) proposals and determined that one proposal was compliant. Sanitation Products met all required specifications and the price was within expected parameters. Funding for this project is included in the 2024 Solid Waste budget.

Our recommendation is to purchase one (1) Hook and Hoist Refuse Trucks based on the proposal from Sanitation Products.

SUGGESTED MOTION:

I/we hereby move, based on the proposal from Sanitation Products, to approve the purchase of one (1) Hook and Hoist Refuse Truck for the total purchase price of \$191,736.00.

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager

**2024 Hook and Hoist Refuse Truck
RFP24027
10/20/2023**

	Sanitation Products	NorthLand Truck
Chassis Make	Freightliner	Freightliner
Chassis Model	M2 106 Plus	M2 106
Body Make	Galbreath	Ampliroll
Body Model	U5-DPHK-200	Amp 160-232-22
Trade-In Value Unit 213	\$7,500.00	\$7,000.00
Total Price (1) Truck	\$199,236.00	\$228,950.00
Total Price Less Trade In	\$191,736.00	\$221,950.00
Delivery Date	10/31/2024	11/1/2024
Met Specifications	Yes	No

38

December 26th, 2023

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

RE: Exempt Purchase for Vendor Specific Parts and Service

Commissioners,

When purchasing repair parts and servicing many varied types of vehicles and equipment that the Metro Transit Garage uses, we find that some of the companies have protected dealerships, and we are only able to purchase replacement parts and receive service from their regional dealers or in some cases directly from the manufacturer.

We have reviewed the parts purchases and services we have received in 2023 from these companies or their regional dealers and have identified three (2) that exceed \$100,000.00 in a calendar year.

Based on past purchasing history the following amounts are expected in 2024.

Summary of Exempt Purchase Forms attached;

New Flyer Industries Parts	\$250,000.00
Cummins NP	\$250,000.00

These exempt purchases have been reviewed and approved by the Purchasing Manager and given the following exemption numbers.

New Flyer Industries Parts	EX24025
Cummins NP	EX24023

RECOMMENDED MOTION: I/we move to approve the Exempt Purchases for the vendors and the amounts listed.

Respectfully Submitted,



Jordan Smith
Assistant Transit Director – Fleet and Facilities



EXEMPT PURCHASE REQUEST FORM (EX)

Requested by:	Jordan Smith	Department:	Transit
Date of Request:	12/11/2023	Phone Number:	701-476-5940
E-mail:	jmsmith@fargond.gov	Reference exemption table justification (pg 1) C,D	
Dept Head Signature:	<i>Julia Bommelman</i>	Estimated Amount of Purchase:	\$250,000

Product or Service description:


Services, repairs and rebuild of Cummins engines in the Transit buses. Purchase parts for the repair of Cummins engines.

Is a Contract required? Yes No

Vendor Name: Cummins			
Address: 3801 34th Ave SW			
City: Fargo	State: ND	Zip Code: 58104	
Contact Person:		Title:	
Telephone: 701-282-2466		Email:	
Purchasing Manager Approval:			
Exempt Purchase (EX) Number:			



EXEMPT PURCHASE REQUEST FORM (EX)

Requested by:	Jordan Smith	Department:	Transit
Date of Request:	12/11/2023	Phone Number:	701-476-5940
E-mail:	jmsmith@fargond.gov	Reference exemption table justification (pg 1) C	
Dept Head Signature:		Estimated Amount of Purchase:	\$250,000

Product or Service description:

Purchase of parts for repairs to Transit buses. Some parts are only available through the original equipment manufacturer. Other sources do not exist for proprietary parts.

Is a Contract required? Yes No

Vendor Name: NFI Parts LLC			
Address: 7001 Bus Universal Coach Dr			
City: Louisville	State: KY	Zip Code: 40258	
Contact Person:		Title:	
Telephone: 502-318-3000		Email:	
Purchasing Manager Approval:			
Exempt Purchase (EX) Number:			

December 26, 2023

39

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

Re: RFP23215

Commissioners:

On October 30, 2023, the Fargo City Commission approved awarding a contract to Via Mobility LLC for the purchase of paratransit scheduling and dispatching software and hardware. The City of Fargo Transit Department respectfully requests approval of the attached contract between Via Mobility LLC and the City of Fargo.

The State of North Dakota (ND) issued a Request for Proposal (RFP) for fixed route and paratransit scheduling and dispatch software: State RFP # 110.7-22-069. The RFP was competitively bid with the objective of awarding contracts to multiple vendors for both fixed route and paratransit products and allow Transit agencies to select vendors best suited to each agency's individual and unique needs. City of Fargo staff participated throughout the process including evaluation of proposals and award recommendations. A list of qualified vendors was developed for fixed route and paratransit products and the State of ND awarded contracts to the following vendors: Ecolane, GMV, HBSSCC, Kevadiya, Pantonium, Passio, Shah Technologies, Stratagen Systems, Trip Masters, Trip Spark and Via Mobility.

The City of Fargo staff chose Ecolane, GMV, Passio, Trip Master and Via to further demonstrate their products and submit price proposals for consideration. Following extensive review and discussion, evaluating staff made the award recommendation to Via Mobility LLC, as being qualified and within the approved budget. Please note, federal grant funds will cover 80% of the cost, with the remaining 20% included in the Transit Department's approved budget.

Requested motion: Approve the attached contract for paratransit software and hardware between Via Mobility LLC (RFP 23215) and the City of Fargo.

Thank you.

Sincerely,



Julie Bommelman
Transit Director
City of Fargo

/attachment

**Attachment 6 – CONTRACTOR WORK ORDER REQUEST (WOR)
State Contract # 283**

Participating Entity Name City of Fargo	Work Order Request Number RFP23215	Issue Date December 27, 2023	
Name of Participating Entity Contact Julie Bommelman	E-mail Address jbommelman@fargond.gov	Telephone Number 701.476.6737	
Address 650 23 rd St N	City Fargo	State ND	Zip Code 58102

Reference: In accordance with the terms and conditions of the State Contract noted above between STATE and CONTRACTOR, this Work Order Request authorizes delivery of the Deliverables described in accordance with the Scope of Work, Schedule, and terms specified below.

1. Scope of Work

a. Describe Scope of Work

Purchase Scheduling and Dispatching Paratransit bus software/hardware. The original proposal was solicited by the State of North Dakota and participating agencies can buy off the awarded contracts with a variety of vendors who were awarded the contracts. The City of Fargo chose to purchase the product offered by Via Mobility LLC.

b. Budget Available (if applicable)

N/A

2. Staffing Requirement (if applicable)

Job Class/Skill Set	Number of Staff
N/A	

3. Agreement Type

Fixed Cost

4. Project Start Date

Jan 2, 2024

5. Project End Date

May 31, 2025

6. Schedule of Deliverables

Deliverable	Start Date	Completion Date
Project Kick Off Meeting	February 2024	February 2024
Planning – This stage will culminate in a Service Design Document that will fully detail the City of Fargo's scope of work.	February 2024	March 2024
Application Configuration	March 2024	April 2024
Reports	April 2024	April 2024
Data Conversion	March 2024	March 2024
Data Migration (if applicable)	April 2024	May 2024
Interfaces	April 2024	May 2024
Installation	April 2024	May 2024
System Setup/Configuration	March 2024	April 2024
Testing	April 2024	April 2024
Training	April 2024	May 2024

System Documentation	February 2024	May 2024
Implementation	May 2024	May 2024
Final Acceptance	May 2024	May 2024

7. Location of Work
 City of Fargo Metro Transit Garage, 650 23rd St N, Fargo, ND 58102

8. Participating Entity Project Manager Cole Swingen and Jordan Smith	9. Contractor Project Proposal Due Date
---	--

10. Time and Status Reporting Systems to be Utilized by the Contractor (Mark all that apply)
 Daily Accountability Weekly Status Reports Monthly Reports Other – Describe below:

Execution: The parties through their authorized agents have executed this Work Order Request and attached Contractor Project Proposal under terms of the above-mentioned Master Contract, subject to amendments in this Work Order, for the project price and on the dates set out below.


To the extent that there is any inconsistency between this Work Order Request and Master Contract # 283 , the Master Contract shall control.

The total dollar contractual amount specified below for this Work Order and attached Project Proposal shall not be exceeded unless a written amendment is appended to this Work Order, duly executed by the authorized representative of the parties.

Total Contractual Amount Not to Exceed \$87,200.00

All notices or other communications required under exhibit B of the Technology contract must be provided to the following:

STATE – PARTICIPATING ENTITY	CONTRACTOR
Name: Sowmya Karumanchi	Name: Garrett Brinker
Title: IT Procurement Officer	Title: Partnerships Principal
Address: 600 East Boulevard Avenue	Address: 400 Montgomery Ave, Floor 4
City, State, Zip: Bismarck, ND 58505	City, State, Zip: San Francisco, CA 94111
Phone:	Phone: 574.286.4710
Email: skarumanchi@nd.gov	Email: garrett.brinker@ridewithvia.com ; copy to Legal-nyc@ridewithvia.com

Participating Entity	Contractor
Participating Entity Name: City of Fargo, Transit	Contractor Name Via Mobility LLC
Signature	Signature  3D9717A739E245B
Printed Name: Julie Bommelman	Printed Name Dillon Twombly
Title: Transit Director	Title Manager

REPORT OF ACTION

UTILITY COMMITTEE

(40)

Project No. N/A

Type: Electrical Service Agreement Extension

Location: Water Utility Facilities Electrical Services

Date of Hearing: 9/6/2023

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/26/2023</u>
Project File	<u></u>


Troy Hall, Water Utility Director, presented the attached memo regarding a 1-year contract extension with Sun Electric, Inc. (Sun) for calendar year 2024. Sun was selected in 2021 under an RFP process to provide electrical services for the Water Utility. The RFP allowed annual extensions for up to 4 additional years. This will be the second extension. Employee safety is a primary reasons for having a licensed electrician working at water utility facilities since there is a significant amount of industrial electrical equipment. The electrical services from Sun have also been effective at saving costs for small projects and with work flow efficiency.

MOTION:

On a motion by Tom Knakmuhs, seconded by Scott Liudahl, the Utility Committee voted to approve a 1-year extension with Sun Electric, Inc. for electrical services.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Denise Kolpack, City Commissioner	<u>X</u>			
Susan Thompson, Finance Director	<u>X</u>			
Brian Ward, Water Plant Supt.	<u>X</u>			
Mark Miller, Wastewater Plant Supt.	<u>X</u>			
Bruce Grubb, Temp. Asst. City Administrator	<u>X</u>			
Scott Liudahl, City Forester	<u>X</u>			
James Hausauer, Water Recl. Utility Director	<u>X</u>			
Troy Hall, Water Utility Director	<u>X</u>			
Ben Dow, Public Works Operations Director	<u>X</u>			
Tom Knakmuhs, City Engineer	<u>X</u>			
Dan Portlock, Water Utility Engineer	<u>X</u>			
Scott Olson, Solid Waste Utility Director				

ATTEST:



 Troy B. Hall
 Water Utility Director

C: Tim Mahoney, Mayor
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Preston

MEMORANDUM
September 1, 2023

To: Utility Committee

From: Troy B. Hall, Water Utility Director 

Re: WTP Electrical Services Agreement – One-Year Extension for 2024
(Sun Electric, Inc.)

Water Utility staff is requesting a 1-year extension with Sun Electric, Inc. (Sun) for electrical services for the Water Treatment Plant (WTP). Electrical services by Sun have been very successful in 2022 and 2023. The original agreement went through legal review by the City of Fargo. Funding for the extension is a specific line in the 2024 proposed budget.

An RFP was advertised in late-2021 for electrical services. Sun was the selected electrical contractor for 2022 and had the lowest proposed hourly rate. The RFP stated that the selected electrical contractor could have up to four (4) agreement extensions of one (1) year. Sun has submitted an hourly rate of \$82.50/hour for 2024, an increase of \$7.50/hour.



Installation of new turbidity (water clarity) analyzer in the 1997 WTP, completed by Sun Electric, Inc. under the 2022 Electrical Services Agreement. Turbidity measurements regulated by the EPA.

A primary reason for the electrical services agreement is personnel safety. However, there have been several benefits in having the Sun agreement in 2022-23, including:

- Contractor has earned trust with staff
- Contractor now knows WTP work flow
- Contractor has 20 months of working experience at WTP equipment and systems
- Qualified personal working in area of electrical specialty
- Higher safety for qualified personal working in high voltage

Water Utility has numerous electrical projects in Water Utility facilities for the foreseeable future. On capital projects with small electrical scope, we generally don't even bid that part now. We just have the Sun electrician do the electrical disconnects, hook-ups, and smaller scope jobs. We have filler work to keep the electrician busy all of the time, if waiting on parts/materials.

Plan of Financing

There is funding in the proposed 2024 WTP operations budget for an Electrical Services Agreement. It is the Electricians budget line (Acct: 501-3051-441.34-05). This WTP budget is funded through Rate Revenue (Fund 501). Water Utility staff will wait for formal 2024 budget approval before placing agreement on the City Commission agenda.

SUGGESTED MOTION:

Approve a 1-year extension of the Electrical Services Agreement with Sun Electric, Inc. for Calendar Year 2024.

Your consideration in this matter is greatly appreciated.



Industrial - Commercial

September 8, 2023

City of Fargo
Water Treatment Plant Contract Electrical Services
Fargo, Nd 58103

Maintenance Labor Rates

We offer the following time and material rates and conditions as follows:

- All rates and conditions effective January 1st, 2024, through December 31st, 2024
- Labor rates per hour:
 - Journeyman electrician day shift (5-8's) straight time: \$82.50 per hour
 - Journeyman electrician overtime (more than 8 hours per day): \$107.25 per hour
 - Journeyman electrician double-time Sunday's or Holiday's: \$165.00
- Labor is fully burdened unit rates
- Any additional hours above (5-8's) day shift will be billed the overtime rate
- Holiday pay would be paid if the holiday lands on a workday. New Years Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such.

- On-Call labor rates per hour: 2 hour minimum on all calls
 - Journeyman electrician straight time: \$82.50 per hour
 - Journeyman electrician overtime: \$107.25 per hour
 - Journeyman electrician double-time Sunday's or Holiday's: \$165.00
- Labor is fully burdened unit rates

Thank you for considering us for this work

Please call me with any questions or concerns

Sincerely,

Ryan Tougas
Sun Electric Inc.



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

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December 18, 2023

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

Subject: Drinking Water State Revolving Fund Loan Resolution and Agreement for Membrane WTP

Dear Commissioners:

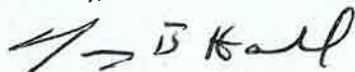
The Water Utility and Finance Department are seeking approval of a Drinking Water State Revolving Fund (DWSRF) Loan Resolution, Loan Agreement, and other loan-related documents for the Membrane Water Treatment Plant (MWTP) loan. The only change is adding Infrastructure Sales Tax (Fund 450) as a repayment source for annual debt service on the MWTP. All other loan terms remain the same, including an excellent interest rate of 1.5 percent. Currently, only Rate Revenue (Fund 501) is allowed for debt payments. Since the MWTP loan is the largest Water Utility annual debt payment, this change will allow for improved management of balances for Fund 450 and Fund 501.

Dorsey & Whitney LLP, our bond counsel, drafted the proposed DWSRF loan documents which were reviewed by the North Dakota Public Finance Authority. The following loan documents are attached to this agenda item:

- Loan Resolution
- Loan Agreement

Your consideration is greatly appreciated in this matter.

Sincerely,



Troy B. Hall
Water Utility Director

RECOMMENDED MOTION: Approve Drinking Water State Revolving Fund Loan Resolution, Loan Agreement, and other loan documents for the Membrane Water Treatment Plant.

CITY OF FARGO, STATE OF NORTH DAKOTA

AMENDMENT OF RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF AN
AMENDED AND RESTATED
\$98,000,000
CITY OF FARGO SALES TAX AND WATER REVENUE BOND, SERIES 2013B

RECITATIONS

The City of Fargo, North Dakota (the "City"), hereby recites that by resolution of its governing body the City has:

1. By resolution adopted May 28, 2013, found and determined that it is necessary for the City to construct and install a membrane treatment plant as an addition to the City's existing water treatment plant (the "Project").
2. Directed its engineer to prepare a report as to the general nature, purpose and feasibility of the Project and an estimate of the probable cost of the Project.
3. After receiving and approving the engineer's report, directed the engineer to prepare detailed plans and specifications for construction of the Project.
4. Approved the engineer's detailed plans and specifications for construction of the Project and caused a copy of such plans and specifications to be filed in the office of the City Auditor.
5. By publication, advertised for bids for construction of the Project.
6. Opened and made public the bids, entered them in the minutes of the meeting of the governing body at which they were considered and caused them to be kept by the City Auditor.
7. After requiring the engineer to make a careful and detailed statement of the estimated cost of the Project, awarded the contract to the lowest responsible bidder and approved the contractor's performance bond.
8. Applied to the North Dakota Department of Health (the "Department") and the North Dakota Public Finance Authority (the "Public Finance Authority") for financial assistance to finance a portion of the cost of the Project equal to \$66,352,000, which application was approved.
9. Caused to be issued to the Public Finance Authority its \$66,352,000 Sales Tax and Water Revenue Bond, Series 2013B (the "Original Series 2013B Note") for the purpose of financing a portion of the costs of the Project.
10. As of October 26, 2017, and as amended March 9, 2018, applied to the Public Finance Authority for an increase in the amount of the loan represented by the Original Series 2013B Note to \$98,000,000 to finance additional Project costs, which application was

approved, and requested that the security provisions for the Original Series 2013B Note be amended to provide that the Municipal Securities be secured solely by the Net Revenues, as defined herein.

11. On April 9, 2018, adopted an Amended and Restated Resolution Authorizing the Issuance and Sale of an Amended and Restated \$98,000,000 Water Revenue Bond, Series 2013B (the “First Amended 2013B Note”).
12. Requested that the Public Finance Authority approve an amendment to the security provisions for the First Amended 2013B Note providing that the Municipal Securities be secured by the sales tax authorized under Article 3(S) of the Home Rule Charter, and Article 3-20 of the Fargo Municipal Ordinances (the “Sales Tax”), in addition to the Net Revenues.
13. Performed all other acts required by the Constitution and laws of North Dakota prerequisite to the issuance and sale of revenue bonds and required by the Home Rule Charter and ordinances of the City of Fargo for the purpose of providing money to pay for the cost of the Project in the manner required of the City by law with full power and authority conferred on it as a political subdivision and municipality of North Dakota.

RESOLUTION

Be it resolved by the governing body of the City:

SECTION 1. Authorization and Sale.

1.01. Ratification of Prior Acts. All acts performed, resolutions, motions, or ordinances adopted or passed, and all publications incidental to the construction and financing of the Project, whether or not reflected in the official minutes and records of the City, are hereby ratified and confirmed, and all resolutions and other acts or proceedings of the City which are in any way inconsistent with this Resolution are hereby amended to the extent necessary to give full force and effect to this Resolution.

1.02. Authorization. It is hereby found and determined to be necessary for the First Amended Series 2013B Note to be re-designated as the CITY OF FARGO AMENDED AND RESTATED SALES TAX AND WATER REVENUE BOND, SERIES 2013B (the “Municipal Securities” or the “Second Amended Series 2013B Note”) in substitution for the First Amended Series 2013B Note, pursuant to N.D.C.C. ch. 40-35 and Article 3(S) of the Home Rule Charter, and Article 3-20 of the Fargo Municipal Ordinances, upon the terms as set forth in this Resolution.

1.03. Offer and Acceptance. The governing body of the City, in response to its application for financial assistance from the Department and the Public Finance Authority, has received an offer from the Public Finance Authority, subject to the approval of the Industrial Commission of North Dakota, to purchase the Original Series 2013B Note, as reissued as the First Amended Series 2013B Note, at a price equal to the principal amount plus accrued interest, if any, to the date of purchase, which offer is more fully set out in an amended and restated loan agreement to be entered into between the City and the Public Finance Authority (the “Loan Agreement”), which Loan Agreement amends and restates the amended and restated loan agreement entered into

as of May 29, 2018 between the City and the Public Finance Authority (the “First Amended Loan Agreement”). The Loan Agreement, in substantially the form presented to the City at this meeting, is hereby accepted and authorized to be executed on behalf of the City by its Mayor and City Auditor (the “Authorized Officers”), with such modifications as may be approved by the Authorized Officers. The Authorized Officers are authorized and directed to execute the Loan Agreement and to deliver it to the Public Finance Authority, which execution and delivery shall be conclusive evidence of the approval of any modifications with respect to the Loan Agreement.

SECTION 2. Term of Bonds.

2.01. Form. The Municipal Securities delivered under this Resolution shall be designated CITY OF FARGO AMENDED AND RESTATED SALES TAX AND WATER REVENUE BONDS, SERIES 2013B, and shall be delivered to the Public Finance Authority in the form of a single registered Municipal Security in substantially the form as attached hereto as Exhibit A.

2.02. Terms. The First Amended Series 2013B Note bore interest at the rate of 1.50% per year (plus an administrative fee as set out in the First Amended Loan Agreement), and the Second Amended Series 2013B Note shall continue to bear interest at such rate. Interest on the Second Amended Series 2013B Note is payable semiannually on each March 1 and September 1. Interest will be payable only on funds actually advanced to the City by the Public Finance Authority as a draw on the Municipal Securities. The schedule below and attached to the Municipal Securities will be revised to reflect the actual principal amount loaned to the City at the completion of the Project. The Municipal Security is subject to mandatory sinking fund redemption together with accrued interest to the Redemption Date on September 1 of the following years and in the following principal amounts:

<u>Redemption Date</u> <u>(September 1)</u>	<u>Amount</u>	<u>Redemption Date</u> <u>(September 1)</u>	<u>Amount</u>
2019	\$1,000,000	2034	\$3,280,000
2020	2,485,000	2035	3,345,000
2021	2,535,000	2036	3,410,000
2022	2,585,000	2037	3,480,000
2023	2,640,000	2038	3,600,000
2024	2,690,000	2039	3,620,000
2025	2,745,000	2040	3,745,000
2026	2,800,000	2041	3,820,000
2027	2,855,000	2042	3,895,000
2028	2,910,000	2043	3,975,000
2029	2,970,000	2044	4,055,000
2030	3,030,000	2045	4,135,000
3031	3,090,000	2046	4,215,000
2032	3,150,000	2047	4,300,000
2033	3,215,000	2048*	4,425,000

*maturity

2.03. Payment to Registered Holders. The principal of and interest on the Municipal Securities shall be payable to the registered holder thereof at the address appearing on the registration books of the registrar in any coin or currency of the United States of America, which on the respective dates of payment is legal tender for the payment of public or private debts or by check or draft delivered to the registered holder thereof at the address appearing on the registration books of the registrar.

2.04. Registration. The Municipal Securities shall be registered as to both principal and interest and shall be initially registered in the name of and payable to the North Dakota Public Finance Authority. While so registered, principal of and interest on the Municipal Securities shall be payable at the office of the Bank of North Dakota, in Bismarck, North Dakota (the "Bank"), or such other place as may be designated by the Public Finance Authority in writing, delivered to the Registrar. The Bank shall act as Registrar and as such shall establish and maintain a register for the purpose of recording the names and addresses of the registered holders or assigns, and the date of such registration.

2.05. Transfer and Exchange. The Municipal Securities are transferable upon the books of the City at the principal office of the Bank of North Dakota, as bond registrar, or a successor bond registrar appointed by the Bank of North Dakota (the "Bond Registrar"), by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Municipal Securities of other authorized denominations. Upon such transfer or exchange, the City will cause new Municipal Securities to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. No transfer of Municipal Securities shall be required to be made during the 15 days next preceding an interest payment date, nor during the 45 days next preceding the date fixed for redemption of such Municipal Securities.

2.06. Registered Owner Deemed Owner. The City, the Bond Registrar and the paying agent may deem and treat the person in whose name any Municipal Securities are registered as the absolute owner thereof, whether the Municipal Securities are overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City, the Bond Registrar nor the paying agent shall be affected by any notice to the contrary. The City shall pay the fees and expenses of the Bond Registrar and the paying agent.

2.07. Execution and Delivery. The Municipal Securities shall forthwith be prepared under the direction of the City Auditor and when so prepared shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Auditor and shall be authenticated by the manual signature of the City Auditor. When the Municipal Securities have been so executed and authenticated, they shall be delivered by the City to the Public Finance Authority.

2.08. Redemption. The Bonds are subject to redemption, at the option of the City, on any interest payment date with the prior written consent of the Public Finance Authority.

2.09. Authorization of Related Documents. The Mayor, City Auditor, and other authorized officers of the City are hereby authorized to execute such additional agreements, certificates, and documents required or appropriate in connection with the issuance of the Municipal Securities and the transactions contemplated by the issuance thereof.

2.10. Draws of Municipal Security Proceeds. The proceeds of the Municipal Securities are irrevocably appropriated to pay expenses necessarily incurred in the construction and completion of the Project and to pay costs associated with the issuance of the Municipal Securities. Draws on the Municipal Securities, in the form of Requisitions for Payment, shall be submitted by the City to the Department from time to time in accordance with procedures established by the Department. Requisitions for Payment approved by the Department shall be forwarded to the Public Finance Authority for approval and funding.

Section 3. Water Utility Fund. The City has created, and will maintain, a WATER UTILITY FUND (the "Water Utility Fund"). The City shall credit and pay to the Water Utility Fund, as received, the entire gross revenues derived from the operation of the City's Water utility, including any future additions thereto and betterments thereof (the "Water Utility"), including all income and receipts derived from rates, fees and charges for services, facilities, products and by-products of the Water Utility furnished or sold to the City and its inhabitants and all other customers, and for the availability thereof, and from sale of any of the properties of the Water Utility not necessary to be retained, and from the investment of any of the money so collected. On the books and records of the Water Utility Fund there shall be established and maintained the following funds as a part of the Water Utility Fund. Amounts on deposit in the Water Utility Fund from time to time shall be apportioned among said funds at least once in each calendar month and shall thereafter be held and administered and disbursed from the several funds established in this section.

Section 4. Operation and Maintenance Fund. The City has created, and will maintain, an OPERATION AND MAINTENANCE FUND (the "Operation and Maintenance Fund"). Upon each such monthly apportionment, as a first lien and charge on the gross revenue, the City shall transfer to the Operation and Maintenance Fund from amounts on deposit in the Water Utility Fund such sum as shall be needed, over and above any credit balance held therein, to pay all claims then due and allowed which by accepted accounting practices constitute normal, reasonable and current expenses of operation and maintenance of the utility, and to pay such expenses estimated to accrue for a period of one month, and to maintain a reasonable reserve for contingencies. Monies in the Operation and Maintenance Fund shall be used only to pay expenses of the foregoing type and not for major repairs, replacements, or capital improvements which are properly chargeable to replacement and depreciation reserves or surplus funds. All revenues in excess of such amount deposited to the Operation and Maintenance Fund shall be the Net Revenues (the "Net Revenues") of the Water Utility.

Section 5. Water Revenue Bond Fund. A separate Water Revenue Bond Fund has been established within the Water Utility Fund to be used solely to discharge the obligations payable therefrom, including the Municipal Securities (together, the "Revenue Bonds"), to pay when due the interest on and the principal of the Revenue Bonds, and to redeem the Municipal Securities prior, to maturity. In order to produce sums annually for the Water Revenue Bond Fund which will not be less than the amount needed to pay when due the principal and interest payments on

the obligations payable therefrom (the “Water Revenue Bonds”) and the applicable administrative fees, the Municipality shall, monthly, deposit to the credit of the Water Revenue Bond Fund from the Water Revenue Fund, Net Revenues in an amount equal to (a) the sum of one sixth of the interest due within the next six (6) months plus one-twelfth of the principal to become due within the next twelve (12) months with respect to the Water Revenue Bonds, and (b) one-twelfth of the administrative fees with respect to the Water Revenue Bonds which will become due within the following twelve (12) months, provided that the initial deposits shall be adjusted to the extent the first interest payment and first principal payment do not fall on a date six (6) months and twelve (12) months respectively from the date of a loan closing.

Section 6. Water Revenue Bond Fund—Series 2013B Account. A separate Series 2013B Account is established within the Water Revenue Bond Fund to be used solely to discharge the Municipal Securities, to pay when due the interest on and the principal of the Municipal Securities, and to redeem the Municipal Securities prior, to maturity. In order to produce sums annually for the Series 2013B Account which will not be less than the amount needed to pay when due the principal and interest payments on the Municipal Securities and the Administrative Fee, the Municipality shall, monthly, deposit to the credit of the Series 2013B Account from the Water Revenue Bond Fund, pro rata with respect to amounts due with respect to other Water Revenue Bonds, Net Revenues in an amount equal to (a) the sum of one sixth of the interest due within the next six (6) months plus one-twelfth of the principal to become due within the next twelve (12) months with respect to the Municipal Securities, and (b) one-twelfth of the Administrative Fee which will become due within the following twelve (12) months; provided that the initial deposits shall be adjusted to the extent the first interest payment and first principal payment do not fall on a date six (6) months and twelve (12) months respectively from the date of Loan Closing. In the event the Net Revenues are not sufficient in any particular bond year to satisfy the payment obligations as required by the Municipal Securities (and as described above) for the then current bond year, then there shall be credited and paid, as received, Sales Tax in an amount sufficient to pay the principal of and interest on the Municipal Securities.

Section 7. Surplus Fund. All surplus Net Revenues from time to time received in excess of the current requirements of the Water Revenue Bond Fund and any reserve shall be credited on the books of the City to the Surplus Fund of the Water Utility Fund, provided that City reserves the right to create additional funds within said fund for the purpose of segregating any of such surplus Net Revenues which may be pledged and appropriated to the payment of any Subordinate Bonds hereafter issued to finance improvements, replacements, or repairs of the Water Utility, subject to the prior lien on the Net Revenues of the Bonds. Surplus Net Revenues on hand from time to time shall be available and shall be used to the full extent necessary to restore a deficiency in the Operation and Maintenance Fund, the Sales Tax Revenue Bond Fund, the Water Revenue Bond Fund, the Reserve Account and any other reserve fund, but when not so needed may be used to pay for capital improvements, replacements, or repairs to the Water Utility, or to pay principal and interest on Subordinate Bonds hereafter issued for such purposes, or they may be used to redeem and pay prior to maturity Revenue Bonds (other than Subordinate Bonds) when and as such bonds become redeemable according to their terms, or purchase Revenue Bonds (other than Subordinate Bonds) in the secondary market when deemed advisable. The City shall maintain in the Surplus Fund such cash or investments as it shall from time to time determine to constitute an adequate reserve for operation or maintenance emergencies and for depreciation and contemplated improvement or replacement of the Water Utility. At the end of the City’s fiscal year, if there are

no deficiencies in the Operation and Maintenance Fund, the Water Revenue Bond Fund, the Sales Tax Revenue Bond Fund or any reserve fund and there is an adequate reserve for operation and maintenance emergencies and for depreciation, contemplated improvements and replacements of the Water Utility, the City may transfer monies in excess of such requirements to other funds of the City in accordance with and subject to the limitations contained in the ordinances of the City and the provisions of state law.

Section 8. Sales Tax Fund. There has been created a special fund of the Municipality designated as the Sales Tax Fund, which Fund shall be held and administered by the Municipality separate and apart from all other funds of the Municipality and continued and maintained by the Municipality until all Municipal Securities and any other obligations payable from the Sales Tax (together, the "Sales Tax Bonds") shall have been fully paid with interest. Into the Sales Tax Fund there shall be credited and paid, as received, and the City hereby pledges to deposit into the Sales Tax Fund, all revenues received by the City from the Sales Tax, provided that at such time as funds have been deposited into said Sales Tax Fund to satisfy the payment obligations as required by the Sales Tax Bonds for the then current bond year and provided that the City is not in default in any of its payment obligations under the Resolution, the Loan Agreement, or the Sales Tax Bonds, then to the extent such revenues from the Sales Tax exceed the said obligations for the then-current bond year, said amounts of Sales Tax may be released from the Sales Tax Fund and deposited into such other accounts for purposes as may otherwise be authorized by said Article 3-20 of the Fargo Municipal Ordinances. On the books and records of the Sales Tax Fund there shall be established and maintained the following accounts. Sales Tax on hand in the Sales Tax Fund from time to time shall be apportioned amongst said accounts at least once each calendar month and shall thereafter be held and administered and disbursed from the accounts established below.

Section 9. Sales Tax Revenue Bond Fund. A separate Sales Tax Revenue Bond Fund has been established within the Sales Tax Fund to be used solely to discharge the Sales Tax Bonds, to pay when due the interest on and the principal of the Sales Tax Bonds, and to redeem the Sales Tax Bonds prior to maturity, all to the extent the amounts available under Section 5 hereof are not sufficient.

Section 10. Surplus Account. A separate Surplus Account is established within the Sales Tax Fund to be used solely as provided herein. All Sales Tax in excess of the current requirements of the Sales Tax Revenue Bond Fund shall be deposited monthly to the credit of the Surplus Account. Amounts in the Surplus Account shall be available and shall also be used to the full extent necessary to restore any deficiency in the Operation and Maintenance Account and the Sales Tax Revenue Bond Fund, and when not so needed may be pledged and appropriated as provided above or to redeem Bonds. Notwithstanding the foregoing, the Municipality shall maintain in the Surplus Account such amount, as it shall determine from time to time, to constitute an adequate reserve for the purpose for which moneys in the Surplus Account are available as provided in this section; however, moneys in excess of such adequate reserve may be transferred to other funds of the Municipality in the manner provided by law including, as to municipal utilities funds, the provisions of N.D.C.C. § 40-33-12(2).

Section 11. Reserve Account. A separate Reserve Account is established within the Water Utility Fund in the amount of \$4,491,375 payable at the rate of \$898,275 per year for the first five years of the loan with the first payment being made on September 1, 2018, which may be reduced

proportionately if the final loan amount is less than the approved loan amount of \$98,000,000, and provided further that the City shall receive a credit against its September 1, 2018 payment for the \$849,660 deposited in the Reserve Account for the Original Series 2013B Note on September 1, 2017.

Section 12. Rates, Fees and Charges. The Municipality shall impose, maintain and collect revenues from the Net Revenues, and, to the extent such revenues are not sufficient, to impose and collect Sales Tax (together, the “Pledged Revenues”), including services furnished to the Municipality, according to a schedule or schedules which will provide gross revenues sufficient to pay when due all costs payable under the Operation and Maintenance Account and Pledged Revenues equal to 110% of the average annual interest and principal requirements on the Sales Tax Bonds and Revenue Bonds.

Section 13. Additional Parity Bonds. The Municipality reserves the further right of issuing additional municipal securities payable from the Sales Tax or Net Revenues on a parity as to both principal and interest with the Municipal Securities, provided that the Pledged Revenues received during the last fiscal year prior to such issuance shall have been in an amount not less than one hundred ten percent (110%) of the average annual amount of principal and interest to become due during the remaining term of the then outstanding obligations payable from the Pledged Revenues. However, if rates and charges for the Sewer Utility have been increased since the beginning of the last fiscal year next preceding the issuance of such additional municipal securities, the net revenues received during such preceding fiscal year shall be deemed to be the amount which would have been received in the preceding fiscal year had the increased rates and charges been in effect throughout such preceding fiscal year. Also, for purposes of this test, the Net Revenues may be adjusted by including the additional Net Revenues, as determined by a competent feasibility or rate study, to be realized from the area to be served by the improvements to be constructed with such additional municipal securities, provided that the interest on the additional municipal securities is funded until the date of completion of the improvements to be constructed with the proceeds of the additional municipal securities or other available funds.

Section 14. Limited Obligations. The Municipal Securities issued hereunder shall not constitute a charge, lien or encumbrance upon any property of the Municipality, and no holder or holders thereof shall ever have the right to compel any exercise of the taxing power of the Municipality to pay the principal and interest on the Municipal Securities. The principal and interest of the Municipal Securities shall not be a general obligation of the Municipality but are payable solely from the Pledged Revenues as set forth in this resolution.

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Adopted December 26, 2023.

CITY OF FARGO

By: _____
Tim Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

FORM OF MUNICIPAL SECURITY

UNITED STATES OF AMERICA
 STATE OF NORTH DAKOTA
 CITY OF FARGO

No. R-1

\$98,000,000

AMENDED AND RESTATED
 SALES TAX AND WATER REVENUE BONDS,
 SERIES 2013B

<u>Original Interest</u> Rate	<u>Interest Rate</u> <u>Effective Date</u> <u>of Reissuance</u>	<u>Date of Original</u> <u>Issue</u>	<u>Date of</u> <u>Reissuance</u>	<u>Date of</u> <u>Delivery</u> [_____, 2023]
2.00%	1.50%	July 22, 2013	May 29, 2018	

REGISTERED OWNER: NORTH DAKOTA PUBLIC FINANCE AUTHORITY

PRINCIPAL AMOUNT: NINETY EIGHT MILLION DOLLARS (\$98,000,000)

MATURITY DATE: SEPTEMBER 1, 2048

The City of Fargo, North Dakota (the "City"), a political subdivision of and existing under and pursuant to the laws of the State of North Dakota, for value received, hereby promises to pay solely from the sources set forth herein to the Registered Owner specified above, or registered assigns, the Principal Amount (set forth above), or such lesser amount actually disbursed to the City, on or before the Maturity Date (set forth above). Interest shall accrue from the Date of Reissuance at the annual rate of one and one half percent (1.50%) and shall be payable semiannually on March 1 and September 1, commencing September 1, 2018. The Principal Amount of this Bond is subject to mandatory redemption on the dates and in the amounts set forth in Attachment A to this Municipal Security, which Attachment A shall be revised in accordance with Section 2.02 of the Loan Agreement in the event funds are advanced to the City less than as originally set forth in the Loan Agreement. The City hereby promises to pay the Administrative Fee, as defined in the Loan Agreement (being one half of one percent (0.50%) per annum on the outstanding principal amount of the Bond), payable semi-annually on each September 1 and March 1. All payments due with respect to this Bond are payable in lawful money of the United States of America at the main office of the Bank of North Dakota, in Bismarck, North Dakota, as paying agent and Registrar under the Resolution hereinafter described or of its successor as such. Interest shall be paid by check or draft mailed to the Registered Owner at the Owner's address set forth on the registration books or by wire or other electronic funds transfer.

This Municipal Security is issued pursuant to and in full conformity with the Constitution and laws of the State of North Dakota, including N.D.C.C. ch. 40-35 (the "Act"), and pursuant to an Amended and Restated Resolution (the "Resolution") and an Amended and Restated Loan Agreement (the "Loan Agreement") adopted and entered into by the City. Reference is hereby made to the Resolution and the Loan Agreement for a description of the Funds and Accounts pledged to the payment of the Municipal Securities and the rights of the Registered Owner of the Municipal Securities. The principal and interest payments for this Bond and the Administrative Fee payable hereunder are not general obligations of the City, but are payable solely from Net Revenues received by the City from the operation of the Water Treatment Works of the City of Fargo and from any future additions thereto and betterments thereof.

This Municipal Security is transferable, as provided in the Resolution and the Loan Agreement, only upon books of the City kept by the Bank of North Dakota, as bond registrar, by the Registered Owner hereof in person or by the Owner's duly authorized attorney, or it may be surrendered in exchange for new Municipal Securities of the same aggregate principal amount, maturity and interest rate, as provided in the Resolution.

The Municipal Securities shall be subject to prior redemption, at the option of the City, in inverse order of maturity and by lot within any maturity on September 1, 2013, or on September 1 of any year thereafter or at any interest payment date after September 1, 2017, at a price equal to the principal amount plus accrued interest, upon written consent of the North Dakota Public Finance Authority.

It is further certified, recited and declared that all acts, conditions and things required by the Constitution and the statutes of the State of North Dakota to exist, to have happened and to have been performed precedent to and in connection with the issuance of the Municipal Securities have been performed in due time, form and manner as required by law; and that the issuance of the Municipal Securities is within every debt and other limit prescribed by law.

IN WITNESS WHEREOF, the City has caused this Municipal Securities to be executed in its name by the manual or facsimile signatures of its Mayor and of its City Auditor, all as of the Date of Original Issue set forth above.

CITY OF FARGO, NORTH DAKOTA

By: _____
Tim Mahoney
Mayor

ATTEST:

Steven Sprague City
Auditor

CERTIFICATE OF AUTHENTICATION

This Municipal Security is one of the Municipal Securities described in and issued under the provisions of the within-mentioned Resolution.

BANK OF NORTH DAKOTA

By: _____
Authorized Representative

ASSIGNMENT

For Value received the undersigned hereby sells, assigns and transfers unto _____ the within-mentioned Municipal Security and hereby irrevocably constitutes and appoints _____ attorney-in-fact, to transfer the same on the books of registration thereof, with full power of substitution in the premises.

Dated: _____, 20__

Social Security or other identifying number of Assignee

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Municipal Security in every particular, without alteration or any change whatsoever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

ATTACHMENT A

Date	Principal	Interest	Total Principal & Interest	Annual P&I Payment	Outstanding Balance	Adm. Fee	Total Payment	Annual Total Payment	Debt Service Reserve Funding
3/1/2018	-	585,000.00	585,000.00	-	98,000,000.00	146,000.00	731,000.00	-	-
9/1/2018	-	735,000.00	735,000.00	1,320,000.00	98,000,000.00	245,000.00	980,000.00	1,711,000.00	898,275.00
3/1/2019	-	735,000.00	735,000.00	-	98,000,000.00	245,000.00	980,000.00	-	-
9/1/2019	1,000,000.00	735,000.00	1,735,000.00	2,470,000.00	97,000,000.00	245,000.00	1,960,000.00	2,960,000.00	898,275.00
3/1/2020	-	727,500.00	727,500.00	-	97,000,000.00	242,500.00	970,000.00	-	-
9/1/2020	2,465,000.00	727,500.00	3,212,500.00	3,940,000.00	94,515,000.00	242,500.00	3,455,000.00	4,425,000.00	898,275.00
3/1/2021	-	708,862.50	708,862.50	-	94,515,000.00	236,287.50	945,150.00	-	-
9/1/2021	2,535,000.00	689,850.00	3,224,850.00	3,952,775.00	91,980,000.00	229,950.00	3,480,150.00	4,425,000.00	898,275.00
3/1/2022	-	670,462.50	670,462.50	-	89,595,000.00	223,487.50	893,950.00	-	-
9/1/2022	2,585,000.00	670,462.50	3,274,850.00	3,964,700.00	89,595,000.00	223,487.50	3,504,800.00	4,424,600.00	898,275.00
3/1/2023	-	650,662.50	650,662.50	-	89,595,000.00	216,887.50	867,550.00	-	-
9/1/2023	2,640,000.00	650,662.50	3,310,462.50	3,880,925.00	86,755,000.00	216,887.50	3,531,950.00	4,427,900.00	-
3/1/2024	-	630,487.50	630,487.50	-	84,065,000.00	210,162.50	840,650.00	-	-
9/1/2024	2,690,000.00	630,487.50	3,340,662.50	3,991,325.00	81,320,000.00	210,162.50	3,537,550.00	4,425,100.00	-
3/1/2025	-	609,900.00	609,900.00	-	81,320,000.00	203,300.00	813,200.00	-	-
9/1/2025	2,745,000.00	609,900.00	3,409,900.00	4,019,800.00	78,520,000.00	203,300.00	3,612,200.00	4,426,400.00	-
3/1/2026	-	588,900.00	588,900.00	-	78,520,000.00	196,300.00	785,200.00	-	-
9/1/2026	2,855,000.00	588,900.00	3,443,900.00	4,032,800.00	75,665,000.00	189,162.50	3,666,600.00	4,425,400.00	-
3/1/2027	-	567,487.50	567,487.50	-	75,665,000.00	189,162.50	756,650.00	-	-
9/1/2027	2,910,000.00	567,487.50	3,477,487.50	4,044,975.00	72,755,000.00	181,887.50	3,666,600.00	4,423,300.00	-
3/1/2028	-	545,662.50	545,662.50	-	72,755,000.00	181,887.50	727,550.00	-	-
9/1/2028	2,970,000.00	545,662.50	3,515,662.50	4,061,525.00	69,785,000.00	181,887.50	3,697,550.00	4,425,100.00	-
3/1/2029	-	523,387.50	523,387.50	-	69,785,000.00	174,462.50	697,850.00	-	-
9/1/2029	3,030,000.00	523,387.50	3,553,387.50	4,076,775.00	66,755,000.00	174,462.50	3,727,850.00	4,425,700.00	-
3/1/2030	-	500,662.50	500,662.50	-	66,755,000.00	166,887.50	667,550.00	-	-
9/1/2030	3,090,000.00	500,662.50	3,590,662.50	4,091,325.00	63,665,000.00	166,887.50	3,757,550.00	4,425,100.00	-
3/1/2031	-	477,487.50	477,487.50	-	63,665,000.00	159,162.50	636,650.00	-	-
9/1/2031	3,150,000.00	477,487.50	3,627,487.50	4,104,975.00	60,515,000.00	159,162.50	3,786,650.00	4,423,300.00	-
3/1/2032	-	453,862.50	453,862.50	-	60,515,000.00	151,287.50	605,150.00	-	-
9/1/2032	3,215,000.00	453,862.50	3,668,862.50	4,122,725.00	57,300,000.00	143,250.00	3,820,150.00	4,425,300.00	-
3/1/2033	-	429,750.00	429,750.00	-	57,300,000.00	135,050.00	573,800.00	-	-
9/1/2033	3,280,000.00	429,750.00	3,709,750.00	4,139,500.00	54,020,000.00	135,050.00	3,853,000.00	4,426,000.00	-
3/1/2034	-	405,150.00	405,150.00	-	54,020,000.00	126,687.50	540,200.00	-	-
9/1/2034	3,345,000.00	405,150.00	3,750,150.00	4,155,300.00	50,675,000.00	126,687.50	3,885,200.00	4,425,400.00	-
3/1/2035	-	380,062.50	380,062.50	-	50,675,000.00	118,162.50	506,750.00	-	-
9/1/2035	3,410,000.00	380,062.50	3,790,062.50	4,170,125.00	47,265,000.00	118,162.50	3,916,750.00	4,423,500.00	-
3/1/2036	-	354,487.50	354,487.50	-	47,265,000.00	109,462.50	472,650.00	-	-
9/1/2036	3,480,000.00	354,487.50	3,834,487.50	4,188,975.00	43,785,000.00	109,462.50	3,952,650.00	4,423,300.00	-
3/1/2037	-	328,387.50	328,387.50	-	43,785,000.00	100,462.50	437,850.00	-	-
9/1/2037	3,600,000.00	328,387.50	3,928,387.50	4,226,775.00	40,185,000.00	100,462.50	4,037,850.00	4,475,700.00	-
3/1/2038	-	301,387.50	301,387.50	-	40,185,000.00	91,412.50	401,800.00	-	-
9/1/2038	3,620,000.00	301,387.50	3,921,387.50	4,222,775.00	36,565,000.00	91,412.50	4,021,850.00	4,473,700.00	-
3/1/2039	-	274,237.50	274,237.50	-	36,565,000.00	82,050.00	368,600.00	-	-
9/1/2039	3,745,000.00	274,237.50	4,019,237.50	4,293,475.00	32,930,000.00	82,050.00	4,110,650.00	4,476,000.00	-
3/1/2040	-	246,150.00	246,150.00	-	32,930,000.00	72,500.00	328,200.00	-	-
9/1/2040	3,870,000.00	246,150.00	4,086,150.00	4,312,300.00	29,000,000.00	72,500.00	4,148,200.00	4,476,000.00	-
3/1/2041	-	217,500.00	217,500.00	-	29,000,000.00	62,762.50	290,000.00	-	-
9/1/2041	3,895,000.00	217,500.00	4,112,500.00	4,330,000.00	25,105,000.00	62,762.50	4,185,000.00	4,475,000.00	-
3/1/2042	-	188,287.50	188,287.50	-	25,105,000.00	52,825.00	251,050.00	-	-
9/1/2042	3,975,000.00	188,287.50	4,163,287.50	4,351,575.00	21,150,000.00	52,825.00	4,226,050.00	4,477,100.00	-
3/1/2043	-	158,475.00	158,475.00	-	21,150,000.00	42,687.50	211,300.00	-	-
9/1/2043	4,055,000.00	158,475.00	4,213,475.00	4,371,950.00	17,075,000.00	42,687.50	4,256,300.00	4,477,600.00	-
3/1/2044	-	128,062.50	128,062.50	-	17,075,000.00	32,350.00	170,750.00	-	-
9/1/2044	4,135,000.00	128,062.50	4,263,062.50	4,391,125.00	12,940,000.00	32,350.00	4,303,200.00	4,476,500.00	-
3/1/2045	-	97,050.00	97,050.00	-	12,940,000.00	21,812.50	129,400.00	-	-
9/1/2045	4,215,000.00	97,050.00	4,312,050.00	4,409,100.00	8,725,000.00	21,812.50	4,344,400.00	4,473,800.00	-
3/1/2046	-	65,437.50	65,437.50	-	8,725,000.00	11,062.50	87,250.00	-	-
9/1/2046	4,300,000.00	65,437.50	4,365,437.50	4,430,875.00	4,425,000.00	11,062.50	4,387,250.00	4,474,500.00	-
3/1/2047	-	33,187.50	33,187.50	-	4,425,000.00	-	44,250.00	-	-
9/1/2047	4,425,000.00	33,187.50	4,458,187.50	4,491,375.00	-	-	4,469,250.00	4,513,500.00	-
Total	\$ 88,000,000.00	\$ 26,695,575.00	\$ 124,695,575.00	\$ 124,695,575.00	\$ 8,149,525.00	\$ 133,545,100.00	\$ 133,545,100.00	\$ 4,491,575.00	

CERTIFICATE

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

I, Steven Sprague, the duly appointed City Auditor of the City of Fargo, North Dakota, do hereby certify that attached hereto is a full, true and correct copy of the Amendment to Resolution adopted by the governing body of the City of Fargo at the meeting held on December 26, 2023, and that such Resolution is now a part of the permanent records of the City of Fargo, North Dakota, as such records are filed in the office of the City Auditor.

Dated this ___ day of December, 2023.

City Auditor

(SEAL)

**NORTH DAKOTA
STATE REVOLVING FUND PROGRAM**

AMENDED AND RESTATED LOAN AGREEMENT

**NORTH DAKOTA PUBLIC FINANCE AUTHORITY
(Lender)**

and

**CITY OF FARGO, NORTH DAKOTA
(Municipality)**

(To be completed by Public Finance Authority)

Dated Date of Amended and Restated Loan Agreement: [_____, 20__]

**SRF Program (circle one): Clean Water SRF
Drinking Water SRF**

**State Act (circle one): N.D.C.C. ch. 61-28.2 (Clean Water)
N.D.C.C. ch. 61-28.1 (Drinking Water)**

Summary Description of Project: Installation of membrane treatment plant

Approved Loan Amount: \$98,000,000

Construction period: Sept 1, 2013 to Sept 20, 2018

**Form of municipal securities: Amended and Restated Sales Tax and Water Revenue
Bond, Series 2013B**

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- EXHIBIT A: Description of Project
- EXHIBIT B: Municipal Securities Payment Schedule
- EXHIBIT C: Form of North Dakota State Revolving Fund Program Certificate Relating to
Lobbying and Litigation

AMENDED AND RESTATED LOAN AGREEMENT

THIS AMENDED AND RESTATED LOAN AGREEMENT (this “Loan Agreement”) is made and entered into as of [_____, 20__], by and between the NORTH DAKOTA PUBLIC FINANCE AUTHORITY (the “Authority”), an agency and instrumentality of the State of North Dakota (the “State”), and the CITY OF FARGO, NORTH DAKOTA (the “Municipality”), a political subdivision of the State and amends and restates in its entirety that certain Loan Agreement dated May 29, 2018, between the Authority and the Municipality (the “Original Loan Agreement”).

RECITATIONS

WHEREAS, the Municipality previously applied to the North Dakota Department of Health (the “Department”) and the Authority for financial assistance to finance a portion of the cost of the Project described herein equal to \$66,352,000, which application was approved; and

WHEREAS, the Municipality issued to the Authority its \$66,352,000 Sales Tax and Water Revenue Bond, Series 2013B (the “Original Series 2013B Note”) for the purpose of financing a portion of the costs of the Project; and

WHEREAS, to provide for payment of the Original Series 2013B Note and assure compliance with corresponding requirements in connection therewith, the Municipality and the Authority entered into a Loan Agreement dated as of July 22, 2013 (the “Original Loan Agreement”); and

WHEREAS, on October 26, 2017, and as amended March 9, 2018, the Municipality applied to the Authority for an increase in the amount of the loan represented by the Original Series 2013B Note to \$98,000,000 (the “First Amended Series 2013B Note”) to finance additional Project costs, which application was approved; and

WHEREAS, to provide for payment of the First Amended Series 2013B Note and assure compliance with corresponding requirements in connection therewith, the Municipality and the Authority entered into an Amended and Restated Loan Agreement dated as of May 29, 2018; and

WHEREAS, the Municipality has requested that the Authority approve an amendment to the security provisions for the First Amended 2013B Note providing that the Municipal Securities be secured by the sales tax authorized under Article 3(S) of the Home Rule Charter, and Article 3-20 of the Fargo Municipal Ordinances (the “Sales Tax”), in addition to the Net Revenues.

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

“Administrative Fee” means an annual fee of 1/2 of one percent (.50%) of the outstanding principal amount of the Loan or such lesser amount, if any, as the Authority may approve from time to time.

“Authority Act” means N.D.C.C. ch. 6-09.4.

“Authority Bonds” or “Bonds” mean bonds of the Authority authorized, authenticated, and delivered in order to finance or refinance the Project pursuant to this Loan Agreement and to enable the Department, through the Authority, to draw EPA capitalization grant funds for deposit in the SRF.

“Code” means the Internal Revenue Code of 1986 as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder and any administrative or judicial interpretations thereof.

“Costs” means those costs associated with the Project and the Loan that are eligible to be funded from the SRF, as determined by the Department and the Authority.

“Department” means the North Dakota Department of Health.

“EPA” means the United State Environmental Protection Agency.

“Event of Default” means any occurrence or event specified in Section 5.01 of this Loan Agreement.

“General Records” shall have the same meaning given in Section 3.01(f) of this Loan Agreement.

“Loan” means the loan evidenced by the Municipal Securities, made by the Authority to the Municipality pursuant to this Loan Agreement to finance or refinance all or a portion of the Costs of the Project. For all purposes of this Loan Agreement, the amount of the Loan at any time shall be the amount of the Loan less any principal amount which has been repaid to the Authority by the Municipality.

“Loan Agreement” means this Amended and Restated Loan Agreement, including the Exhibits attached to, and hereby made a part hereof, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

“Loan Closing” means the date upon which the Municipality shall issue and deliver the documents listed in Section 2.05 and shall be eligible to receive the Loan.

“Loan Commitment” means the offer by the Department to provide financial assistance to the Municipality from the SRF, subject to approval by the Authority. The Loan Commitment, when accepted by the Municipality through appropriate action of its governing body, shall be a “binding commitment” within the meaning of that term in the SRF Act.

“Loan Repayments” means the payments payable by the Municipality pursuant to the Authority, including payments payable under the Municipal Bond Resolution and the Municipal Securities.

“Municipal Bond Resolution” means the resolution(s) or ordinance(s) of the governing body of the Municipality authorizing the issuance of the Municipal Securities.

“Municipality” means the borrower under this Loan Agreement, which must be a “political subdivision,” as defined in section 6-09.4-03(5) of the Authority Act.

“Municipal Securities” means municipal securities, as such term is defined in the Authority Act, executed and delivered by the Municipality to the Authority to evidence the Loan in accordance with the Municipal Bond Resolution.

“Net Revenues” has the meaning assigned in the Municipal Bond Resolution.

“Pledged Revenues” has the meaning assigned in the Municipal Bond Resolution.

“Project” means the improvement or undertaking of the Municipality described in Exhibit A attached hereto, for purposes of the State Water Pollution Control Revolving Loan Fund and the Federal Clean Water Act, or to the public water system of the Municipality for purposes of the State Safe Drinking Water Act and the Federal Safe Drinking Water Act, all or a portion of the Costs of which are financed or refinanced by the Authority from the SRF through the making of the Loan under this Loan Agreement.

“Sales Tax” has the meaning assigned in the Municipal Bond Resolution.

“SRF” means the revolving loan fund(s) created by the State Act.

“SRF Act” means, for purposes of the State Water Pollution Control Revolving Loan Fund Act, the Federal Clean Water Act, and for purposes of the State Safe Drinking Water Act, the Federal Safe Drinking Water Act, including any regulations and guidelines promulgated thereunder.

“State Act” means, for purposes of the Federal Clean Water Act, N.D.C.C. ch. 61-28.2 (the State Water Pollution Control Revolving Loan Fund Act), and, for purposes of the Federal Safe Drinking Water Act, N.D.C.C. ch. 61-28.1 (the State Safe Drinking Water Act).

“System Records” shall have the same meaning given in Section 3.01(f) of this Loan Agreement.

“Trustee” means the Trustee appointed by the Authority pursuant to the State Revolving Fund Program Master Trust Indenture and its successor or successors and any other trustee which may at any time be substituted in its place as Trustee pursuant to the Indenture.

“Utility” means the Municipality’s water utility collection and treatment system, including any improvements, betterments, additions, renewals and replacements thereto.

Section 1.02. Additional Terms. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include the other gender.

[The remainder of this page left intentionally blank.]

ARTICLE II

LOAN; OBLIGATIONS; DISCLAIMER; DELIVERY OF DOCUMENTS

Section 2.01. The Loan. The Authority hereby agrees to loan and disburse to the Municipality, and the Municipality agrees to borrow and accept from the Authority, the Loan in the principal amount of the Municipal Securities, plus accrued interest, if any. The Municipality shall use the proceeds of the Loan to pay the Costs of the Project in accordance with the Municipal Bond Resolution and this Loan Agreement.

Section 2.02. Reserved.

Section 2.03. Draws of Municipal Securities Proceeds. The proceeds of the Municipal Securities are appropriated by the Municipality to pay expenses necessarily incurred in the construction and completion of the Project and the issuance of the Municipal Securities. Requests for draws on the Loan, in the form of Requisitions for Payment, shall be submitted by the Municipality to the Department from time to time in accordance with procedures established by the Department. Requisitions for Payment approved by the Department shall be forwarded to the Authority and the Trustee for approval and funding. After all claims and expenses with respect to the Project and the issuance of the Municipal Securities have been duly paid and satisfied, the amortization schedule for the Municipal Securities shall be adjusted to reflect the total principal amount drawn under this Loan Agreement.

Section 2.04. Unconditional Obligations. The Municipality shall not be obligated to make any payments required to be made by any other political subdivision with respect to the lending of funds by the Authority from the SRF.

Section 2.05. Disclaimer of Warranties. The Municipality acknowledges and agrees that (i) neither the Authority nor the Department has made or makes any warranty or representation, either express or implied as to the value, design, condition, merchantability or fitness for a particular purpose or fitness for any use of the Project or any portions thereof or any other warranty or representation with respect thereto; and (ii) in no event shall the Authority, nor the Department or their respective officers, directors, employees, or agents be liable or responsible for any direct, incidental, indirect, special or consequential damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishing, functioning or use of the Project.

Section 2.06. Delivery of Documents. Concurrently with the execution and delivery of this Loan Agreement, the Municipality will cause each of the following items to be delivered to the Authority:

- (a) Executed counterparts of this Loan Agreement.
- (b) Copies of the Municipal Bond Resolution adopted December 26, 2023, authorizing the execution and delivery of this Loan Agreement and the Municipal Securities, certified by an authorized officer of the Municipality.

(c) A closing certificate covering such matters as may be agreed upon by the Municipality and the Authority.

(d) If requested by the Authority, an opinion or opinions of the Municipality's counsel which may be given by one or more counsel, covering such matters concerning the validity and tax status of the Municipal Securities as may be agreed upon by the Municipality and the Authority.

(e) An additional bond certificate (or parity bond certificate) in a form satisfactory to the Authority certifying Pledged Revenues received by the Municipality during the most recent fiscal year-end were more than 1.10 times the average annual amount of principal and interest to become due each year on all outstanding municipal securities payable from the Pledged Revenues, including the Municipal Securities during the remaining term of the outstanding municipal securities.

(f) Such other certificates, documents, opinions and information as the Authority may require.

The documents referred to above must be prepared and provided by the Municipality to the Authority prior to the Loan Closing for review and approval.

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ARTICLE III

COVENANTS AND REPRESENTATIONS

Section 3.01. Covenants and Representations of Municipality.

(a) Performance Under Loan Agreement. The Municipality covenants and agrees (i) to maintain the Project and Utility in good repair and operating condition and (ii) to cooperate with the Authority and the Department in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and the Authority under this Loan Agreement.

(b) Completion of Project and Provision of Moneys Therefor. The Municipality covenants and agrees (i) to exercise its best efforts in accordance with prudent utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date; and (ii) to provide from its own fiscal resources all moneys in excess of the total amount of the Loan required to complete the Project.

(c) Disposition of Project. The Municipality covenants and agrees that it will not sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of the Utility or the Project or any other system which provides revenues for upkeep and maintenance of the Project except on ninety (90) days prior written notice to the Authority and, in any event, shall not sell, lease, abandon or otherwise dispose of the Project unless the following conditions are met: (i) the Municipality, with the approval of the Authority, shall assign this Loan Agreement and its rights and interests hereunder in accordance with Section 4.02 to the purchaser or lessee of the Project which must be a political subdivision as defined in the Authority Act, and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Municipality under this Loan Agreement; and (ii) the Authority, in its sole discretion, by appropriate action determines that such sale, lease, abandonment or other disposition will not adversely affect (A) the ability of the Municipality or its assignees to meet its duties, covenants, obligations and agreements under the Municipal Bond Resolution, (B) the value of this Loan Agreement as security for the payment of Authority Bonds and interest thereon, (C) the eligibility of interest on Authority Bonds then outstanding or which could be issued in the future for exclusion from gross income for purposes of federal income taxation, or (D) any agreement entered into by the Authority or the State through the Department with, or any condition of any grant received by the Authority or the State through the Department from, the United States of America, which is related to any SRF capitalization grant received by the Authority or the State through the Department.

(d) Operation and Maintenance of Project. The Municipality covenants and agrees that it will, in accordance with prudent wastewater or drinking water treatment utility practice, as the case may be, (i) at all times operate the Utility, including the Project and the properties associated with and operated in conjunction with the Project and any business in connection therewith in an efficient manner, (ii) maintain the Utility and the Project in good repair, working order and operating condition, (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the Utility so that at all times the enterprise or business carried on in connection therewith shall be properly

and advantageously conducted; provided that this covenant shall not be construed as requiring the Municipality to expend any funds which are derived from sources other than the operation of the Utility or other receipts of such Utility which are not pledged under the Municipal Bond Resolution for such purpose, and provided further that nothing herein shall be construed as preventing the Municipality from doing so.

(e) The Municipality covenants and agrees that the proceeds of the Loan shall be used and expended in a manner consistent with the State Act and the SRF Act, all regulations and guidelines promulgated thereunder, and this Loan Agreement. The Authority affirms that expenditure for the Project as described in the loan application is consistent with the foregoing laws and documents.

(f) Records; Accounts.

(i) The Municipality will, to the extent required by generally accepted government accounting principles, keep accurate records and accounts for the utility (the "System Records") separate from its other records and accounts (the "General Records"). The System Records will be maintained in accordance with generally accepted government accounting principles and will be audited annually or biennially by an independent accountant, which audit may be part of the annual or biennial audit of the General Records of the Municipality. The System Records and General Records will be made available for inspection by the Authority and the Department at any reasonable time. A copy of the Municipality's audited financial statements, including all written comments and recommendations of the auditor, will be furnished to the Authority within 150 days of the close of the fiscal year or years being audited. The Municipality agrees that its financial reports for the year or years which it receives draws under this Agreement shall be prepared in accordance with the Federal Single Audit Act and the Federal Office of Management and Budget's Circular A-128.

(ii) The Municipality will keep, or cause to be kept, accurate records, if such records must be kept for compliance with the requirements of Section 148 of the Code, of each investment it makes in investment property (as that term is defined in Section 148(b) of the Code) acquired, directly or indirectly, with proceeds of the Authority Bonds. The Authority will advise the Municipality if the loan is not being funded with the proceeds of Authority Bonds. Further, with respect to such investments made by the Municipality which are not excepted from the computation of rebate under Section 148(f)(4) of the Code, the Municipality (A) will calculate, or cause to be calculated, the amount (the "rebate amount") that is to be rebated to the United States Treasury pursuant to Section 148(f) of the Code, and (B) will for each computation date under Section 148(f) of the Code (or on any further periodic basis requested in writing by the Authority) remit the following to the Authority: (1) the calculations supporting the determination of the rebate amount and (2) an amount of money equal to the rebate installment then owed. To the extent any such rebate amounts (or the investment income thereon) are in excess of the Authority's rebate requirement allocable to the Municipal Securities, such amounts will be promptly returned by the Authority to the Municipality.

(g) Inspections; Information. The Municipality will permit the Authority, the Department, and the Trustee, and any designated party to examine, visit and inspect, at any and all reasonable times, the property constituting the Project and the Utility generally, and to inspect and make copies of any accounts, books and records, including (without limitation) its Systems Records, General Records, and any other records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and will supply such reports and information as the Authority, the Department and the Trustee may reasonably require in connection therewith.

(h) Insurance. The Municipality shall maintain or cause to be maintained, in force, insurance policies with responsible insurers or self insurance programs providing against risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is usually carried by utilities constructing, operating and maintaining, works of the nature of the Project, including liability coverage, all to the extent available at reasonable cost but in no case less than will satisfy all applicable regulatory requirements. The Authority, the Department and the Trustee may require the Municipality to provide them with evidence of insurance on the Project.

(i) Continuing Disclosure.

(i) So long as the Municipality shall constitute an obligated person within the meaning of S.E.C. Rule 15c2-12 (the "Rule") as in effect from time to time, the Municipality agrees to furnish to the Authority any such information it requires in order to comply with the provisions of the Rule, including audited financial statements, and operating data with respect to the Municipality at such time and in such forms as the Authority shall reasonably request. The Municipality consents to the inclusion of such information in the Authority's official statement(s) used in connection with the issuance and sale or the re-marketing of its bonds or continuing disclosure with respect to its bonds (collectively, the "Disclosure Documents"), whether or not all or a portion of the proceeds of the bonds were or will be loaned to the Municipality.

(ii) The Municipality shall provide notice to the Authority of the occurrence of any of the following events with respect to the Municipal Securities in a timely manner not in excess of ten business days after the occurrence of the event:

- (A) Principal and interest payment delinquencies;
- (B) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (C) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (D) Substitution of credit or liquidity providers, if any, or their failure to perform;

(E) Adverse tax opinions or the issuance by the Internal revenue Service of proposed or final determinations of taxability or of a Notice of Proposed Issue (IRS Form 5701-TEB);

(F) Tender offers;

(G) Defeasances;

(H) Rating changes;

(I) Bankruptcy, insolvency, receivership or similar event of the Municipality; or

(J) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties.

(iii) The Municipality shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Municipal Securities, if material, in a timely manner not in excess of ten business days after the occurrence of the event:

(A) Non-payment related defaults;

(B) Unless described in (ii)(E) above, other notices or determinations by the IRS with respect to the tax-exempt status of the Municipal Securities, or other events affecting the tax-exempt status of the Municipal Securities;

(C) Modifications to rights of holders of the Municipal Securities;

(D) Bond Calls;

(E) Release, substitution or sale of property securing repayment of the Municipal Securities;

(F) The consummation of a merger, consolidation or acquisition involving the Municipality or the sale of all or substantially all of the assets of the Municipality, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

(G) Appointment of a successor or additional trustee or the change of name of a trustee; or

(H) Incurrence of a Financial Obligation or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation, any of which affect security holders.

(iv) For the purposes of the event identified in subsection (ii)(I), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Municipality in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Municipality, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Municipality.

(v) Whenever the Municipality obtains knowledge of the occurrence of an event under subsection (iii), the Municipality shall as soon as possible determine if such event would constitute material information for holders of Municipal Securities. The Municipality shall submit the information in the format prescribed by the Authority.

(vi) The Municipality agrees that from time to time it will also provide notice to the Authority of the occurrence of other events, in addition to those listed above, if such other events are material with respect to the Municipal Securities.

(vii) The Municipality will provide, in a timely manner, to the Authority, notice of a failure to satisfy the requirements of this Section.

(viii) At the request of the Authority, the Municipality will certify and represent that the information with respect to the Municipality in any Disclosure Document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading; provided, however, that in no event will the Authority require the Municipality to make any representation about any other information in the Disclosure Documents or as to any Disclosure Document in its entirety. If for any reason the Municipality determines that it is not able to make that certification and representation, it will provide to the Authority the information for inclusion in the Disclosure Documents necessary for the Municipality to make the certification and representation.

(ix) If at any time during the period ending 90 days after the date the Municipality provides information to the Authority for inclusion in a Disclosure Document any event occurs that the Municipality believes would cause the information with respect to the Municipality in the Disclosure Document to omit a material fact or make the statements therein misleading, the Municipality agrees to promptly notify the Authority in writing of that event and provide information for inclusion in the Disclosure Document or an amendment thereof or a supplement thereto. At the request of the Authority, the Municipality will also provide the certification and representation required in (viii) above with respect to that information.

(j) No Free Service. The Municipality will not furnish or supply, or cause to be furnished or supplied, any use, output, capacity or service of the Utility free of charge to any person, firm, corporation (public or private), public agency or instrumentality other than the Municipality itself.

(k) Additional Covenants and Requirements. If necessary in connection with the Authority's issuance of the Authority Bonds or the making of the Loan, additional covenants and requirements will be evidenced by certificates or other documents in the form or forms as may be agreed upon by the Municipality and the Authority.

(l) Continuing Representations. The covenants and representations of the Municipality contained herein shall be true at the time of the execution of this Loan Agreement and the Municipality agrees that such covenants and representations will be binding and enforceable at all times during the term of this Loan Agreement.

(m) No Lobbying. No portion of the Loan may be used for lobbying or propaganda as prohibited by 18 U.S.C. §1913 or Section 607(a) of Public Law 96-74 or other federal restriction or regulation referenced in the form of North Dakota State Revolving Fund Program Certificate Relating to Lobbying and Litigation which is attached as Exhibit C to this Loan Agreement and shall be executed by the Municipality.

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ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by Authority.

(a) The Municipality acknowledges that, other than the Administrative Fees payable pursuant to the Municipal Bond Resolution, all interests of the Authority in and under this Loan Agreement and the Municipal Securities have been pledged as security for the Authority Bonds, and that if any Event of Default shall occur, the Authority or the Trustee shall be entitled to act hereunder. The Municipality hereby acknowledges and consents that the Authority or the Trustee may compel or enforce the right to receive payments required to be made by the Municipality hereunder and may compel or otherwise enforce observance and performance by the Municipality of its other duties, covenants, obligations and agreements hereunder, and that the right and authority to enforce such requirements may be further transferred, assigned, and reassigned in whole or in part to one or more assignees or subassignees without the necessity of obtaining the consent of, but after giving prior written notice to, the Municipality.

(b) In the event of any assignment or transfer of this Loan Agreement and the Municipal Securities, the Authority shall retain the right to compel or otherwise enforce observance and performance by the Municipality of its obligations and agreement to pay Administrative Fees.

Section 4.02. Assignment by Municipality.

(a) This Loan Agreement may not be assigned by the Municipality unless the following conditions shall be satisfied: (i) the Authority shall have approved the assignment in writing; (ii) the assignee shall be a governmental unit within the meaning of Section 141(c) of the Code, shall be a political subdivision as defined in the Authority Act and shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, agreements and obligations under this Loan Agreement; (iii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Municipality under this Loan Agreement; (iv) the Authority shall have received an opinion of bond counsel to the effect that the assignment will not adversely affect the exclusion of interest on the Authority Bonds from gross income for purposes of Federal income taxation under Section 103(a) of the Code; and (v) the Authority shall have received an opinion of its counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Authority or the State through the Department with, or any condition of any grant received by the Authority or the State through the Department from, the United States of America, which is related to any SRF capitalization grant received by the Authority or the State through the Department.

(b) No assignment under this Section shall relieve the Municipality from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Municipality shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

ARTICLE V

DEFAULTS AND REMEDIES

Section 5.01. Events of Default. If any of the following events occur, it is hereby defined and declared to be and to constitute an Event of Default:

(a) Failure by the Municipality to pay, or cause to be paid, any payment, including the payment of principal and interest on the Municipal Securities, required to be paid hereunder when due.

(b) Failure by the Municipality to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Municipality for borrowed money (other than the Loan and the Municipal Securities and after giving effect to any applicable grace period), the payments of which are secured by any revenues derived or to be derived from the Project.

(c) Failure by the Municipality to pay, or cause to be paid, the Administrative Fee or any portion thereof when due or to perform or observe any other covenant, agreement or condition on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by the Authority, unless the Authority shall agree in writing to an extension of the time prior to its expiration; however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the Authority may not unreasonably withhold its consent to an extension of time up to 120 days from the delivery of the written notice referred to above if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the Event of Default is corrected.

(d) Default in the performance or breach of any representation made by or on behalf of the Municipality contained in this Loan Agreement or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan or in connection with the Municipal Securities.

(e) A petition is filed by or against the Municipality under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Municipality such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal; or the Municipality shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee of the Municipality or any of its property) shall be appointed by court order or take possession of the Municipality or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

Section 5.02. Notice of Default. The Municipality shall give the Authority prompt telephonic notice of the occurrence of any Event of Default at such time as any senior administrative or financial officer of the Municipality becomes aware of the existence thereof.

Any telephone notice pursuant to this Section 5.02 shall be confirmed in writing as soon as practicable by the Municipality.

Section 5.03. Remedies on Default. Whenever an Event of Default referred to in Section 5.01 shall have occurred and be continuing, the Authority shall have the right to take, or to direct the Trustee or its authorized agent to take, any action permitted or required to be taken under the Municipal Bond Resolution or this Loan Agreement and to take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Municipality hereunder.

Section 5.04. Application of Moneys. Any moneys collected by the Authority pursuant to Section 5.03 shall be applied (a) first, to pay interest due and payable on the Municipal Securities, (b) second, to pay principal due and payable on the Municipal Securities, (c) third, to pay any other amounts due and payable under this Loan Agreement.

Section 5.05. No Remedy Exclusive; Waiver; Notice. No remedy conferred upon or reserved to the Authority or the Trustee, is intended to be exclusive and every remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Trustee, to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

Section 5.06. Retention of Authority's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof or of the Municipal Bond Resolution, or anything else to the contrary contained herein, the Authority shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Municipality at law or in equity, as the Authority may, in its discretion, deem necessary to enforce the obligations of the Municipality to the Authority pursuant to this Loan Agreement and the Municipal Bond Resolution.

Section 5.07. Default by Authority. In the event of any default by the Authority under any covenant, agreement or obligation of this Loan Agreement, the Municipality may pursue any available remedy at law or in equity, including without limitation suit for damages or injunction, special action, action for specific performance or any other available equitable remedy designed to enforce the performance or observance of any duty, covenant, obligation or agreement of the Authority hereunder as may be necessary or appropriate.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Notices. All notices, certificates or other communications under this Loan Agreement shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Municipality, the Authority and the Department at the following addresses:

(a) Authority:

North Dakota Public Finance Authority
1200 Memorial Highway
P.O. Box 5509
Bismarck, North Dakota 58506-5509
Attention: Executive Director

(b) Department:

North Dakota State Department of Health
Municipal Facilities
4201 Normandy Street
Bismarck, ND 58503-1324

(c) Municipality:

City of Fargo
225 4th Street North
Fargo, ND 58102
Attention: Finance Director

AND

City of Fargo
Attention: Water Utility Director
435 14th Avenue South
Fargo, ND 58102

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Department, the Authority and the Municipality and their respective successors and assigns.

Section 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision.

Section 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority and the Municipality.

Section 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

Section 6.07. Consents and Approvals. Whenever the written consent or approval of the Authority is required under the provisions of this Loan Agreement, such consent or approval may only be given by the Authority unless otherwise provided by law or by rules, regulations or resolutions of the Authority or unless expressly delegated to the Authority's agent.

Section 6.08. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or Sections of this Loan Agreement.

Section 6.09. Further Assurances. The Municipality will, at the request of the Authority, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement and the Municipal Securities.

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NORTH DAKOTA PUBLIC FINANCE
AUTHORITY

By: _____
DeAnn Ament, Executive Director

[Signature Page – Amended and Restated Loan Agreement
City of Fargo, North Dakota Sales Tax and Water Revenue Bond, Series 2013B]

CITY OF FARGO, NORTH DAKOTA

By: _____
Tim Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

EXHIBIT A
DESCRIPTION OF PROJECT

Installation of membrane treatment plant

EXHIBIT B

MUNICIPAL SECURITIES PAYMENT SCHEDULE

Date	Principal	Interest	Total Principal & Interest	Annual PMT Payment	Outstanding Balance	Admin. Fee	Total Payment	Annual Total Payment	Debt Service Reserve Funding
3/1/2018	-	585,000.00	585,000.00	-	98,000,000.00	146,000.00	731,000.00	-	898,275.00
9/1/2018	-	735,000.00	735,000.00	1,320,000.00	98,000,000.00	245,000.00	980,000.00	1,711,000.00	-
3/1/2019	-	735,000.00	735,000.00	-	98,000,000.00	245,000.00	980,000.00	-	898,275.00
9/1/2019	1,000,000.00	735,000.00	1,735,000.00	2,470,000.00	97,000,000.00	245,000.00	1,980,000.00	2,960,000.00	-
3/1/2020	-	727,500.00	727,500.00	-	97,000,000.00	242,500.00	970,000.00	-	896,275.00
9/1/2020	2,485,000.00	727,500.00	3,212,500.00	3,540,000.00	94,515,000.00	242,500.00	3,455,000.00	4,425,000.00	-
3/1/2021	-	708,862.50	708,862.50	-	94,515,000.00	236,287.50	945,150.00	-	896,275.00
9/1/2021	2,535,000.00	708,862.50	3,243,862.50	3,952,725.00	91,980,000.00	236,287.50	3,489,150.00	4,425,300.00	-
3/1/2022	-	689,850.00	689,850.00	-	91,980,000.00	229,950.00	919,800.00	-	896,275.00
9/1/2022	2,585,000.00	689,850.00	3,274,850.00	3,964,700.00	89,395,000.00	229,950.00	3,504,800.00	4,424,600.00	-
3/1/2023	-	670,462.50	670,462.50	-	89,395,000.00	223,487.50	893,950.00	-	896,275.00
9/1/2023	2,640,000.00	670,462.50	3,310,462.50	3,980,925.00	86,755,000.00	223,487.50	3,533,950.00	4,427,900.00	-
3/1/2024	-	650,662.50	650,662.50	-	86,755,000.00	216,887.50	867,550.00	-	896,275.00
9/1/2024	2,690,000.00	650,662.50	3,340,662.50	3,991,325.00	84,065,000.00	216,887.50	3,557,550.00	4,425,100.00	-
3/1/2025	-	630,487.50	630,487.50	-	84,065,000.00	210,162.50	840,650.00	-	896,275.00
9/1/2025	2,745,000.00	630,487.50	3,375,487.50	4,005,975.00	81,320,000.00	210,162.50	3,585,650.00	4,426,300.00	-
3/1/2026	-	609,500.00	609,500.00	-	81,320,000.00	203,300.00	813,200.00	-	896,275.00
9/1/2026	2,800,000.00	609,500.00	3,409,500.00	4,019,800.00	78,530,000.00	203,300.00	3,613,200.00	4,426,400.00	-
3/1/2027	-	588,900.00	588,900.00	-	78,530,000.00	196,300.00	785,200.00	-	896,275.00
9/1/2027	2,855,000.00	588,900.00	3,443,900.00	4,032,800.00	75,665,000.00	196,300.00	3,640,200.00	4,425,400.00	-
3/1/2028	-	567,487.50	567,487.50	-	75,665,000.00	189,162.50	756,650.00	-	896,275.00
9/1/2028	2,910,000.00	567,487.50	3,477,487.50	4,044,975.00	72,755,000.00	189,162.50	3,666,650.00	4,423,300.00	-
3/1/2029	-	545,662.50	545,662.50	-	72,755,000.00	181,887.50	727,550.00	-	896,275.00
9/1/2029	2,970,000.00	545,662.50	3,515,662.50	4,061,325.00	69,785,000.00	181,887.50	3,697,550.00	4,425,100.00	-
3/1/2030	-	523,387.50	523,387.50	-	69,785,000.00	174,462.50	697,850.00	-	896,275.00
9/1/2030	3,030,000.00	523,387.50	3,553,387.50	4,076,775.00	66,755,000.00	174,462.50	3,727,850.00	4,425,700.00	-
3/1/2031	-	500,662.50	500,662.50	-	66,755,000.00	166,887.50	667,550.00	-	896,275.00
9/1/2031	3,090,000.00	500,662.50	3,590,662.50	4,091,325.00	63,665,000.00	166,887.50	3,757,550.00	4,425,100.00	-
3/1/2032	-	477,487.50	477,487.50	-	63,665,000.00	159,162.50	636,650.00	-	896,275.00
9/1/2032	3,150,000.00	477,487.50	3,627,487.50	4,104,975.00	60,515,000.00	159,162.50	3,786,650.00	4,423,300.00	-
3/1/2033	-	453,862.50	453,862.50	-	60,515,000.00	151,287.50	605,150.00	-	896,275.00
9/1/2033	3,215,000.00	453,862.50	3,668,862.50	4,122,725.00	57,300,000.00	151,287.50	3,820,150.00	4,425,300.00	-
3/1/2034	-	429,750.00	429,750.00	-	57,300,000.00	143,250.00	573,000.00	-	896,275.00
9/1/2034	3,280,000.00	429,750.00	3,709,750.00	4,139,500.00	54,030,000.00	143,250.00	3,853,000.00	4,426,000.00	-
3/1/2035	-	405,150.00	405,150.00	-	54,030,000.00	135,050.00	540,200.00	-	896,275.00
9/1/2035	3,345,000.00	405,150.00	3,750,150.00	4,155,300.00	50,675,000.00	135,050.00	3,885,200.00	4,425,400.00	-
3/1/2036	-	380,062.50	380,062.50	-	50,675,000.00	126,687.50	506,750.00	-	896,275.00
9/1/2036	3,410,000.00	380,062.50	3,790,062.50	4,170,125.00	47,265,000.00	126,687.50	3,916,750.00	4,423,500.00	-
3/1/2037	-	354,487.50	354,487.50	-	47,265,000.00	118,162.50	472,650.00	-	896,275.00
9/1/2037	3,480,000.00	354,487.50	3,834,487.50	4,186,975.00	43,785,000.00	118,162.50	3,952,650.00	4,425,300.00	-
3/1/2038	-	328,387.50	328,387.50	-	43,785,000.00	109,462.50	437,850.00	-	896,275.00
9/1/2038	3,600,000.00	328,387.50	3,928,387.50	4,256,775.00	40,185,000.00	109,462.50	4,037,850.00	4,425,700.00	-
3/1/2039	-	301,387.50	301,387.50	-	40,185,000.00	100,462.50	401,850.00	-	896,275.00
9/1/2039	3,620,000.00	301,387.50	3,921,387.50	4,222,775.00	36,565,000.00	100,462.50	4,021,850.00	4,423,700.00	-
3/1/2040	-	274,237.50	274,237.50	-	36,565,000.00	91,412.50	365,650.00	-	896,275.00
9/1/2040	3,745,000.00	274,237.50	4,019,237.50	4,293,475.00	32,870,000.00	91,412.50	4,110,650.00	4,426,300.00	-
3/1/2041	-	246,150.00	246,150.00	-	32,870,000.00	82,050.00	328,200.00	-	896,275.00
9/1/2041	3,870,000.00	246,150.00	4,066,150.00	4,312,300.00	29,000,000.00	82,050.00	4,148,200.00	4,426,400.00	-
3/1/2042	-	217,500.00	217,500.00	-	29,000,000.00	72,500.00	290,000.00	-	896,275.00
9/1/2042	3,895,000.00	217,500.00	4,112,500.00	4,330,000.00	25,105,000.00	72,500.00	4,185,000.00	4,425,000.00	-
3/1/2043	-	188,287.50	188,287.50	-	25,105,000.00	62,762.50	251,050.00	-	896,275.00
9/1/2043	3,975,000.00	188,287.50	4,163,287.50	4,351,575.00	21,130,000.00	62,762.50	4,226,050.00	4,427,100.00	-
3/1/2044	-	158,475.00	158,475.00	-	21,130,000.00	52,825.00	211,300.00	-	896,275.00
9/1/2044	4,055,000.00	158,475.00	4,213,475.00	4,371,950.00	17,075,000.00	52,825.00	4,266,200.00	4,427,600.00	-
3/1/2045	-	128,062.50	128,062.50	-	17,075,000.00	42,687.50	170,750.00	-	896,275.00
9/1/2045	4,135,000.00	128,062.50	4,263,062.50	4,391,125.00	12,940,000.00	42,687.50	4,305,750.00	4,428,500.00	-
3/1/2046	-	97,050.00	97,050.00	-	12,940,000.00	32,350.00	129,400.00	-	896,275.00
9/1/2046	4,215,000.00	97,050.00	4,312,050.00	4,409,100.00	8,725,000.00	32,350.00	4,344,400.00	4,429,000.00	-
3/1/2047	-	65,437.50	65,437.50	-	8,725,000.00	21,812.50	87,250.00	-	896,275.00
9/1/2047	4,300,000.00	65,437.50	4,365,437.50	4,430,875.00	4,425,000.00	21,812.50	4,487,250.00	4,429,500.00	-
3/1/2048	-	33,187.50	33,187.50	-	4,425,000.00	11,062.50	44,250.00	-	896,275.00
9/1/2048	4,425,000.00	33,187.50	4,458,187.50	4,491,375.00	-	11,062.50	4,469,250.00	4,513,500.00	-
Total	\$ 98,000,000.00	\$ 36,695,575.00	\$ 124,695,575.00	\$ 124,695,575.00	\$ 8,849,525.00	\$ 133,545,100.00	\$ 133,545,100.00	\$ 4,491,375.00	

EXHIBIT C

**NORTH DAKOTA STATE REVOLVING FUND PROGRAM
CERTIFICATE RELATING TO LOBBYING AND LITIGATION**

The undersigned hereby certify that they are, respectively, the duly elected or appointed, qualified and acting Mayor and City Auditor of the Municipality (as defined in the North Dakota State Revolving Fund Program Amended and Restated Loan Agreement of even date (the "Loan Agreement")), and as such officials, they are familiar with the Municipality's property, affairs, and records, and the undersigned, as such officials, hereby further acknowledge, agree, and certify as follows:

1. No grant or loan funds awarded under this State Revolving Fund Program will be used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The Municipality shall abide by OMB Circulars A-21, A-87, and A-122, which generally prohibit the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

2. The Municipality will comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The Municipality shall incorporate or refer to the language of this provision in the Loan Agreement for all loans exceeding \$100,000.

3. In accordance with the Byrd Anti-Lobbying Amendment, any Municipality which makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

Dated: [_____, 20__].

CITY OF FARGO, NORTH DAKOTA

By _____
Mayor

By _____
City Auditor