FARGO CITY COMMISSION AGENDA
Monday, December 27, 2021 - 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 13, 2021).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. Gaming Site Authorization for Red River Human Services Foundation at Sickies.

2. Applications for Games of Chance:
   a. Knights of Columbus 11930 for a raffle on 5/19/22.
   b. United Chinese Americans Fargo Moorhead for a raffle on 1/28/22.

3. Termination of Agreements and Termination of Easement and Agreement to Maintain Sanitary Sewer in association with the Nestor/Park Property project.

4. Receive and file Financial Status Report Year to Date ending through 11/30/2021 for major operating funds (unaudited).

5. Close out of Civic Center Plaza Phase I Project.

6. State Water Commission request for cost reimbursement for the FM Metropolitan Area Flood Risk Management Project costs totaling $5,380,812.43.

7. Receive and file General Fund-Budget to Actual through November 2021 (unaudited).

8. City of Fargo Resolution Authorizing Officers to Make Deposits and Withdrawals.

9. Joint Powers Agreement for Cass County election administration services.

10. Sole Source Procurement with Sun Electric for electrical work associated with illuminating The Spirit of the Sandbagger project (SSP22008).

11. Bid award for Freedom of Information Act/Open Records Software Project (RFP21196).

12. Notice of Grant Award with the ND Department of Health for hiring a mental health/substance abuse coordinator (CFDA #93.391).

13. Sole Source Procurement with CentralSquare Remote Service Processing (SSP22010).

14. Sole Source Procurement with Business Software, Inc. for IBM i-Series operations (SSP22009).

15. Agreement with Walker Consultants to prepare a Downtown Parking Study.

16. Joint Powers Agreement for School Resource Officers for Fargo Public Schools.

17. Purchase of one Spartan Fire Pumper Truck through Sourcewell (PBC022818-22).

18. Bid award for two automated side load refuse trucks (RFP21203).

19. Change Orders for Project No. SW20-01:
    a. No. 3 for an increase in the amount of $59,280.00 (civil contract).
    b. No. G-003 for a decrease in the amount -$5,519,90 (general contract).
    c. No. M-004 for a decrease in the amount of -$5,500.55 (mechanical contract).
    d. No. E-002 for an increase in the amount of $1,723.45 (electrical contract).

20. Amendment to the Task Order with Wenck Associates in the amount of $81,312.00 for Project No. SW20-01.

21. Task Order with Stantec in the amount of $174,370.00 for Cell 20 Design and Construction Observation (Project No. SW22-01).

22. Task Order with Stantec in the amount of $16,900.00 for Tier 2 Landfill Gas Sampling.

23. Amendment No. 5 with KLJ, Inc. in the amount of $4,015.08 for GTC Remodel project.

24. MATBUS 2021-2025 Transit Development Plan.

25. Mass Transit Agreement with the City of West Fargo for 2021.

26. Sole Source Procurement with Polydyne, Inc. for calendar year 2022 to purchase chemicals for operation of the Residuals Plant on the Water Treatment Plant campus (SSP22004).

27. Sole Source Procurement with Hawkins Water Treatment Group for calendar year 2022 for chemicals and materials for Water Treatment Plant (SSP22003).

28. Sole Source Procurement with Avista Technologies, Inc. for calendar year 2022 to purchase chemicals for operating the Reverse Osmosis system of the Membrane Water Treatment Plant (SSP22005).

29. Request to advertise a Request for Proposal (RFP) for Reverse Osmosis Element Replacement (Project No. WA 2104).

30. Bills.

31. Incentive of $10,000.00/day for a maximum of 50 days for a total incentive of $500,000.00 for Improvement District No. BR-22-A1.

32. Create Improvement District No. BR-22-A.

33. Contracts and bonds for Improvement District Nos. BN-22-A1 and BR-22-B1.

REGULAR AGENDA:

34. **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).

35. ***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**
    a. Interstate Park Second Addition (3502 and 3518 Interstate Boulevard); approval recommended by the Planning Commission on 9/9/21:
        1. Zoning Change from LC, Limited Commercial and GC, General Commercial to LC, Limited Commercial and GC, General Commercial.
        2. 1st reading of rezoning Ordinance.

    b. Plat of Crossroads Corporate Center Addition (4001 and 4155 23rd Avenue South).

    c. University South Second Addition (2301 and 2253 University Drive South); approval recommended by the Planning Commission on 10/5/21:
        1. Zoning Change from LC, Limited Commercial to MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay on Lot 1, Block 1 of the proposed University South Second Addition and from LC, Limited Commercial to GC, General Commercial with a C-O, Conditional Overlay on Lot 2, Block 1 on the proposed University South Second Addition and Lots 1 and 2, Block 1, University South Addition.
        2. 1st reading of rezoning Ordinance for University South Addition.
        3. 1st reading of rezoning Ordinance for University South Second Addition.
        4. Plat of University South Second Addition.

    d. Development Plan and Development Agreement for Tax Increment Financing District No. 2021-03 to review a plan for development of property at 2301 University Drive South, on the west side of the street.

36. COVID-19 update and discussion regarding mobile vaccine clinics at schools.

37. Application for Abatement or Refund of Taxes #4517 for MyPlace Hotel at 2555 55th Street South requesting a reduction in value for 2019 from $2,896,000.00 down to $1,710,000.00.

38. Business Improvement District year-end presentation.

39. Discuss Human Relations Commission name change to Human Rights Commission.

40. Amended Memorandum of Understanding (MOU) between City and Fargo Municipal Airport Authority.

41. Discuss placement of Term Limits Ordinance before City voters for repeal or retention.

42. Discuss appreciation bonuses for City staff.

43. Applications for Property Tax Exemptions for Improvements Made to Buildings:
    a. Jonathan and Belinda Forknell, 3125 41st Avenue South (3 year).
    b. Paul and Sarah Nelson, 2806 3rd Street North (5 year).
    c. Kaaren Duren, 1019 10th Street North (5 year).
    d. Jeffrey and Marion Kuehn, 1526 28½ Avenue South (5 year).
    e. Daniel and Lisa Sandaker, 225 22nd Avenue North (5 year)
    f. Diamondrock Development LLC, 520 11th Street South (5 year).
    g. Daniel and Tracy Gratton, 102 31st Avenue North (5 year).

h. Stacia and Dean Ambuehl, 1617 3rd Street North (5 year).
i. Benjamin and Maren Jystad-Spar, 910 18th Avenue South (5 year).
j. Mary Vetter, 236 10th Avenue South, Unit 8 (5 year).
k. Tayler Klizke, 1521 7th Avenue South (5 year).
l. Eric and Jennifer Momsen, 1220 4th Street North (5 year).

44. Discuss the Resident Comment Period.

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

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

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

(1)

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

Full, Legal Name of Gaming Organization: Red River Human Services Foundation

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

Name of Location: Sickies			
Street: 2551 45th St S	City: Fargo	ZIP Code: 58104	County: Cass
Beginning Date(s) Authorized: 2/1/22	Ending Date(s) Authorized: 6/30/22		Number of twenty-one tables if zero, enter "0":
Specific location where games of chance will be conducted and played at the site (**required**): Entire bar area excluding Restrooms offices and Storage areas.			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 12/27/2021
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 **OR** 800-326-9240

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

$25.00

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

2a

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

Games to be Conducted
☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One* ☐ Paddlewheels*

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

Name of Organization or Group of People permit is issued to	Dates of Activity	If raffle, provide drawing date
Knights of Columbus 11930		5/19/22
Organization or Group Contact Person	**Title or Position**	**Telephone Number**
Duane Zwinger	Chair	701-650-9697
Business Address	**City**	**State / ZIP Code**
3790 25th Street S. #15	Fargo	ND 58104
Mailing Address *(if different)*	**City**	**State / ZIP Code**
Site Name *(where gaming will be conducted)*		
Sts. Anne & Joachim Church		
Site Address	**City**	**ZIP Code / County**
5202 25th Street S	Fargo, ND	~~ND 58~~ 58104 Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	Cash prizes during month of May	2200

Total *(limit $40,000 per year)*	2200.00

Intended Uses of Gaming Proceeds
Proceeds will provide scholarships for Students

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

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

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

Organization or Group Contact Person

Name	Title	Telephone Number	E-mail Address
Duane Zwinger	Chair	701-650-9697	dmazwinger@midco.net
Signature of Organization or Group's Top Official		**Title**	**Date**
Duane Zwinger		President	12/13/21

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

$25.00 CC 12-21-21

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

Games to be Conducted
☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One* ☐ Paddlewheels*

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

Name of Organization or Group of People permit is issued to	Dates of Activity	If raffle, provide drawing date	
United Chinese Americans Fargo Moorhead		1/28/22	
Organization or Group Contact Person	**Title or Position**	**Telephone Number**	
Jun Yang			
Business Address	**City**	**State**	**ZIP Code**
1214 42nd Ave N Fargo ND 58102	Fargo	ND	58102
Mailing Address *(if different)*	**City**	**State**	**ZIP Code**
Site Name *(where gaming will be conducted)*			
Bethel Church			
Site Address	**City**	**ZIP Code**	**County**
2702 30th Ave S, Fargo, ND 58103	Fargo	58102	USA

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle ticket - Fundraising	A coffee maker, ~~a headphone set, a watch, a electric toothbrush~~	~~$400~~ 150
	a headphone set	150
	a watch	50
	an electric toothbrush	50

Total *(limit $40,000 per year)*	400

Intended Uses of Gaming Proceeds
Fundraising for Volunteer event, youth program 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 any city or county for the fiscal year July 1-June 30? *(If yes, indicate the total retail value of all prizes previously awarded)*
☒ No ☐ Yes - Total Retail Value: _____ (This amount is part of the total prize limit of $40,000 per year)

Organization or Group Contact Person

Name	Title	Telephone Number	E-mail Address
Jun Yang	President	701-781-0811	yangjun30136@gmail.com

Signature of Organization or Group's Top Official	Title	Date
	President	12/21/2021

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Termination of Agreements

Location: 1001 10th St & 28 1st Ave N
Nestor/Park Property

Date of Hearing: 12/20/2021

(3)

Routing	Date
City Commission	12/27/2021
PWPEC File	X
Project File	Kevin Gorder

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding the Termination of Agreements for an Easement and Sanitary Sewer Maintenance Agreement that protected the City sanitary sewer that was located in the vacated alley.

Agreement #1 was a Permanent Easement granted by Great Plains giving the City of Fargo rights to the land where this sewer main was located in the event it needed maintenance. This sanitary sewer main was relocated under the 11th Street reconstruction project completed in 2021 and this easement is no longer needed.

Agreement #2 was an Agreement to Maintain Sanitary Sewer between Great Plains and the City of Fargo that defined responsibilities in the event this sanitary sewer main was damaged during construction of Great Plains project. In this Agreement, the City of Fargo agreed to leave the sanitary sewer main in place but fill it with a concrete slurry to minimize the possibility of collapse in the future. The concrete slurry was placed in the fall of 2021 and the agreement is no longer needed.

Staff is seeking approval of the Termination of Agreements that states all items are completely satisfied and are terminated.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of the Termination of Agreements and terminate the Easement and Agreement to Maintain Sanitary Sewer.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the Termination of Agreements and terminate the Easement and Agreement to Maintain Sanitary Sewer.

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

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

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Kevin Gorder, Division Engineer

Date: December 13, 2021

Re: Termination of Two Items Related to Great Plain's 1001 Landing (Nestor) Project

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During the development of Great Plain's 1001 Landing (Nestor) project, three agreements and an alley vacation were processed to accommodate the building of this mixed use development. Vacating the alley was needed so Great Plains could clear the right of way for their building project. The portion of the vacated alley also had a sanitary sewer main that was in use when Great Plains started their project. Two agreements were processed to protect this sewer main until it could be relocated in 2021.

Agreement #1 was a Permanent Easement granted by Great Plains giving the City of Fargo rights to the land where this sewer main was located in the event it needed maintenance. This sanitary sewer main was relocated under the 11th Street reconstruction project completed in 2021 so the easement is no longer needed.

Agreement #2 was an Agreement to Maintain Sanitary Sewer between Great Plains and the City of Fargo that defined responsibilities in the event this sanitary sewer main was damaged during construction of Great Plains project. In this agreement, the City of Fargo agreed to leave the sanitary sewer main in place but fill it with a concrete slurry to minimize the possibility of collapse in the future. This concrete slurry was placed in the fall of 2021. This agreement is no longer needed since the sewer has been relocated.

The attached agreement is a Termination of Agreement that states all items are completely satisfied and are terminated.

Agreement #3 is the Right of Way Use Agreement stating responsibilities of each party during construction. This Agreement will remain active with construction anticipated to be completed in the summer of 2022. This agreement will no longer be needed once the Right of Way has been restored to a condition acceptable to the City.

Recommended Motion:

Recommend approval of the Termination of Agreements and terminate the Easement and Agreement to Maintain Sanitary Sewer.

Attachment

TERMINATION OF AGREEMENTS

The undersigned, by and through their duly authorized representatives, do hereby declare, recognize and acknowledge that the following agreements that affect certain real property located in Cass County, North Dakota, legally described on Exhibit A attached hereto and made a part hereof, are hereby fully and completely satisfied, terminated, null and void and of no further force or effect:

1. Unrecorded Agreement to Maintain Sanitary Sewer by and between Great Plains 1001 Holdings LLC ("Great Plains") and City of Fargo, a North Dakota municipal corporation ("City") dated April 2, 2020;and

2. Permanent Easement (Sanitary Sewer) date April 2, 2020, by Great Plains to City recorded September 1, 2020, as Document No. 1603704.

[The rest of this page intentionally left blank. Signature pages follows.]

Dated this ____ day of _____, 2021.

CITY OF FARGO,
a North Dakota municipal corporation

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

ATTEST:

_____
Steven Sprague, City Auditor

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

On this _____ day of _____, 2021, before me personally appeared Timothy J. Mahoney, M. D. and Steven Sprague, to me known to be the Mayor and City Auditor of the City of Fargo, a North Dakota municipal corporation, and that they executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of said municipal corporation.

_____
Notary Public

Dated this 7 day of Dec., 2021.

GREAT PLAINS 1001 HOLDINGS, LLC

By: Bill Rothman
Its: Vice President

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

On this 7 day of Dec., 2021, before me, a notary public in and for said county and state, personally appeared Bill Rothman, the Vice President of Great Plains 1001 Holdings, LLC, a North Dakota limited liability company, to me known to be the person described in and that executed the within and foregoing instrument, on behalf of the company.

LISA OSLAND
Notary Public
State of North Dakota
My Commission Expires November 15, 2023

Notary Public

THIS DOCUMENT WAS DRAFTED BY
AND SHOULD BE RETURNED TO:
Daniel Bueide
Attorney at Law
Bueide Law Firm
1 North Second Street
Suite 100
Fargo, ND 58102

EXHIBIT A
LEGAL DESCRIPTION

PARCEL A:

Lots One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven and Twelve, in Block Twenty-five, of Roberts' Second Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota; together with the South half of that part of the vacated alley situated between Blocks Twenty-five and Twenty-six, said Addition, bounded on the East by the Southerly extension of the Westerly line of the East 7.50 feet of Lot Twelve, said Block Twenty-six, and bounded on the West by the Southerly extension of the West line of Lot Twelve, said Block Twenty-six.

PARCEL B:

Lots Seven, Eight, Nine, Ten, Eleven and Twelve, in Block Twenty-six, of Roberts' Second Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota; together with the North half of that part of the vacated alley situated between Blocks Twenty-five and Twenty-six, said Addition, bounded on the East by the Southerly extension of the Westerly line of the East 7.50 feet of Lot Twelve, said Block Twenty-six, and bounded on the West by the Southerly extension of the West line of Lot Twelve, said Block Twenty-six.

CITY OF FARGO, NORTH DAKOTA
FINANCIAL STATUS REPORT - MAJOR OPERATING FUNDS
2021 - YEAR TO DATE ENDING THROUGH 11/30/2021
BUDGET TO ACTUAL (Unaudited)

REVENUES:	Budget	Actual	Variance	Variance Percentage	Footnotes
General Fund	**$ 94,515,000**	**$ 90,270,000**	**$ (4,245,000)**	**-4.5%**	
Enterprise Funds:					
Water	23,743,000	23,684,000	(59,000)	**-0.2%**	
Solid Waste	16,906,000	15,484,000	(1,422,000)	**-8.4%**	
Wastewater	12,086,000	13,874,000	1,788,000	**14.8%**	
Transit	10,595,000	10,114,000	(481,000)	**-4.5%**	
Transit Capital	4,570,000	2,209,000	(2,361,000)	**-51.7%**	**(3) (1)**
Street Lighting	3,168,000	3,178,000	10,000	**0.3%**	
Storm Sewer	2,643,000	2,735,000	92,000	**3.5%**	
Forestry	2,303,000	2,367,000	64,000	**2.8%**	
Vector Control	666,000	671,000	5,000	**0.8%**	
Total Enterprise Funds	**76,680,000**	**74,316,000**	**(2,364,000)**	**-3.1%**	
Total Operating Funds	**$ 171,195,000**	**$ 164,586,000**	**$ (6,609,000)**	**-3.9%**	

EXPENDITURES:	Budget	Actual	Variance	Variance Percentage	Notes
General Fund	**$ 95,433,000**	**$ 92,207,000**	**3,226,000**	**3.4%**	
Enterprise Funds:					
Water	$ 24,569,000	$ 24,133,000	436,000	1.8%	
Solid Waste	17,166,000	14,934,000	2,232,000	13.0%	**(1)**
Wastewater	14,733,000	13,872,000	861,000	5.8%	
Transit	8,847,000	8,619,000	228,000	2.6%	
Transit Capital	7,059,000	2,118,000	4,941,000	70.0%	**(3)**
Street Lighting	3,412,000	3,242,000	170,000	5.0%	
Storm Sewer	2,154,000	1,787,000	367,000	17.0%	**(1)**
Forestry	2,341,000	2,370,000	(29,000)	-1.2%	
Vector Control	665,000	390,000	275,000	41.4%	**(2)**
Total Enterprise Funds	**80,946,000**	**71,465,000**	**9,481,000**	**11.7%**	
Total Operating Funds	**$ 176,379,000**	**$ 163,672,000**	**$ 12,707,000**	**7.2%**	

Reporting Basis: Revised Budget, Period 11/2021

(1) Budgets have not been seasonally adjusted for capital projects, will vary from month to month
(2) Weather conditions currently impact service requirements producing a positive spending variance
(3) Transit capital revevenus are linked to spending since they are reimbursed expenditures. Limited capital funds experienced Y-T-D

THE CITY OF Fargo FAR MORE

FINANCE OFFICE
PO Box 2083
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1333 | Fax: 701.476.4188
www.FargoND.gov

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TO: City Commissioners

FROM: Kent Costin, Director of Finance KAC

RE: Close Out of Civic Center Plaza Phase I Project (BP0053)

DATE: December 21, 2021

The City Commission previously authorized the Civic Center Plaza Phase I project and it was completed in 2019 and 2020. The last bills have been paid in September, 2020 and the Finance Department is ready to close out this project. The project costs incurred were $2,158,513.25.

The Finance Committee is recommending that we use surplus CARES funds received in 2020 to fund this project. ARP funding was not available since these costs were incurred before the ARP legislation was passed.

Suggested Motion:

Approve closing out the Civic Center Plaza Phase 1 site restoration project using CARES Act funds currently retained in the General Fund and requesting budget amendments to transfer funds from the General Fund to the City's Building Projects Fund 402.

THE CITY OF Fargo FAR MORE

FINANCE OFFICE
PO Box 2083
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1333 | Fax: 701.476.4188
www.FargoND.gov

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TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE

RE: STATE WATER COMMISSION COST REIMBURSEMENT APPROVAL

DATE: December 20, 2021

The existing legislation in place for State Water Commission funding related to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project requires that the Fargo City Commission, Cass County Commission, and the Cass Water Resource Board approve all payment reimbursement requests prior to their submission and ultimate payment.

The attached reimbursement request has been prepared by Finance staff and is ready for processing. Your approval of the request for funds is hereby requested as required.

Suggested Motion:

Approve a State Water Commission request for cost reimbursement for Fargo-Moorhead Metropolitan Area Flood Risk Management Project costs totaling $5,380,812.43

THE CITY OF Fargo FAR MORE

FINANCE OFFICE
PO Box 2083
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1333 | Fax: 701.476.4188
www.FargoND.gov

December 20, 2021

Andrea J. Travnicek, PHD.
North Dakota State Water Commission
900 East Boulevard Avenue, Dept 770
Bismarck, ND 58505-0850

Dear Andrea,

The Metro Flood Diversion Authority is submitting eligible costs for reimbursement request #120 pursuant to the terms and conditions of House Bill 1020 for costs incurred from November 1, 2021 - November 31, 2021 on the Fargo-Moorhead Metropolitan Area Flood Risk Management Project. These costs are summarized in the attached cost summaries and are supported by detailed disbursement records included within this submission.

The total amount of the claim for reimbursement is $5,380,812.43.

State Funds Available	Amount Spent Previous Request	Amount Spent This Period	State Cost Share	Reimbursement Request This Period	Balance of State Funds
$ 354,500,000.00	$ 322,942,254.52	$ 10,761,624.86	50%	$ 5,380,812.43	$ 26,176,933.05

Project Narrative, this request:

Project Number	Project Description
V01701	Residential and commercial relocation assistance for homeowners and businesses living in the project area. Also includes land and easement purchases for homeowners living in various areas of the diversion project.
V01704	Right of Entry for biotic and geomorphic services
V04204	Asphalt patching for temporary CR17 bypass & diversion inlet structure
V06002	Pay App #9 for WP43G – OHB wetland mitigation
V06004	Pay App #3 for WP50D – Property structure mitigation
V06601	Pay App #4 for WP43D5 – OHB Ring Levee
V06801	Graveling of Main Avenue and 50th Street

Engineering, Legal, and Admin Expense Summary, this request:

Expense Type	Amount
Engineering Services	968,048.94
Construction Management	1,009,467.78
Legal Services	390,825.77
Financial Advisor	53,877.35
Appraisal Services	266,200.00
Consulting Services	12,075.00
Property Holding Costs	30,370.24
Quality Testing	23,057.10
Trustee Fees	16,000.00
General Liability	11,135.00
Total Eligible Expense	2,781,057.18

We certify that $101,279,533 has been expended on the acquisition of homes and that these costs are eligible for the local matching share requirements of SB 2020. Records relating to these costs are on file with the City of Fargo in the Office of the City Auditor.

The City of Fargo, Cass County Commission, and the Cass County Joint Water Resource Board have approved our request for funds as required in SB 2020. Copies of their approval letters are included.

If you have any questions relating to our request, please contact me directly.

Sincerely,

Kent Costin
Director of Finance, City of Fargo
Metro Flood Diversion Authority

Required Local Approvals:

City of Fargo

Cass County Commission

Cass County Joint Water Resource Dist.

FM Metropolitan Area Flood Risk Management Project
Summary of Cash Disbursements Eligible for SWC Funding
November 2021

Account Number		Check Date	Check Number	Vendor Number	Vendor Name	Transaction Amount	Expense Description	Project Number	Project Description
790-0000-206.10-00	10-00	11/24/2021	315774	827	INDUSTRIAL BUILDERS INC	20,710.00	PAY RETAINAGE	V06004	WP50D.2-STRUCTURE REMOVLS
790-0000-206.10-00	10-00	11/24/2021	315790	13000	KPH, INC	32,274.01	PAY RETAINAGE	V06601	OHB RING LEVEE WP-43D5
					Total Retainage	**52,984.01**			
790-7915-429.33-05	33-05	11/10/2021	315451	21007	HOUSTON-MOORE GROUP LLC	86,790.54	SURVEYING, WATER CONTROL	V01634	H&H MITIG. & PERMIT SUPPO
790-7915-429.33-05	33-05	11/10/2021	315451	21007	HOUSTON-MOORE GROUP LLC	71,014.76	GRADE RAISE, DRAINAGE	V01633	DESIGN & CONST. SUPPORT
790-7915-429.33-05	33-05	11/24/2021	315711	24895	AECOM TECHNICAL SERVICES, INC	56,444.45	CULTUERAL RESOURCES INVES	V01004	SEAI CULTURAL RES INVEST
790-7920-429.33-05	33-05	11/10/2021	315451	21007	HOUSTON-MOORE GROUP LLC	19,194.20	SURVEYING, WATER CONTROL	V01634	H&H MITIG. & PERMIT SUPPO
790-7920-429.33-05	33-05	11/10/2021	315451	21007	HOUSTON-MOORE GROUP LLC	18,046.89	GRADE RAISE, DRAINAGE	V01633	DESIGN & CONST. SUPPORT
790-7930-429.33-05	33-05	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	3,415.25	ULTEIG ENGINEERING	V01201	Cass Joint Water ROE
790-7930-429.33-05	33-05	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	15,007.20	ULTEIG ENGINEERING	V01201	Cass Joint Water ROE
790-7930-429.33-05	33-05	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	31,785.60	PROSOURCE TECHNOLOGIES	V01201	Cass Joint Water ROE
790-7930-429.33-05	33-05	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	30,550.71	PROSOURCE TECHNOLOGIES	V01201	Cass Joint Water ROE
790-7930-429.33-05	33-05	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	33,115.10	HDR ENGINEERING INC	V01201	Cass Joint Water ROE
790-7930-429.33-05	33-05	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	32,304.33	HDR ENGINEERING INC	V01201	Cass Joint Water ROE
790-7930-429.33-05	33-05	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	58,739.22	SRF CONSULTING GROUP INC	V01201	Cass Joint Water ROE
790-7930-429.33-05	33-05	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	51,045.98	SRF CONSULTING GROUP INC	V01201	Cass Joint Water ROE
790-7930-429.33-05	33-05	11/10/2021	315451	21007	HOUSTON-MOORE GROUP LLC	44,892.68	SURVEYING, WATER CONTROL	V01634	H&H MITIG. & PERMIT SUPPO
790-7930-429.33-05	33-05	11/10/2021	315451	21007	HOUSTON-MOORE GROUP LLC	16,808.96	GRADE RAISE, DRAINAGE	V01633	DESIGN & CONST. SUPPORT
790-7930-429.33-05	33-05	11/24/2021	315710	11604	ADVANCED ENGINEERING INC	215,194.12	DIVERSION PROJECT	V00302	PROGRAM MGMT SERVICES
790-7930-429.33-05	33-05	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	20,296.92	ULTEIG ENGINEERING	V01201	Cass Joint Water ROE
790-7930-429.33-05	33-05	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	19,676.40	ULTEIG ENGINEERING	V01201	Cass Joint Water ROE
790-7930-429.33-05	33-05	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	43,178.95	HDR ENGINEERING INC	V01201	Cass Joint Water ROE
790-7930-429.33-05	33-05	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	46,949.68	SRF CONSULTING GROUP INC	V01201	Cass Joint Water ROE
790-7950-429.33-05	33-05	11/10/2021	315451	21007	HOUSTON-MOORE GROUP LLC	30,113.39	GRADE RAISE, DRAINAGE	V01633	DESIGN & CONST. SUPPORT
790-7952-429.33-05	33-05	11/10/2021	315451	21007	HOUSTON-MOORE GROUP LLC	8,083.21	GRADE RAISE, DRAINAGE	V01633	DESIGN & CONST. SUPPORT
790-7955-429.33-05	33-05	11/10/2021	315451	21007	HOUSTON-MOORE GROUP LLC	15,312.40	GRADE RAISE, DRAINAGE	V02827	IN TOWN LEVY MAINTENANCE
790-7990-429.33-05	33-05	11/10/2021	315451	21007	HOUSTON-MOORE GROUP LLC	88.00	GRADE RAISE, DRAINAGE	V01633	DESIGN & CONST. SUPPORT
					Total Engineering	**968,048.94**			
790-7940-429.33-06	33-06	11/10/2021	315402	165	BRAUN INTERTEC CORP	9,010.85	TESTING SERVICES	V00402	TESTING - WP-43 & WP-28A
790-7950-429.33-06	33-06	11/10/2021	315402	165	BRAUN INTERTEC CORP	14,046.25	TESTING NUSTAR PIPELINE	V00404	TESTING - NUSTAR PIPELINE
					Total Quality Services	**23,057.10**			
790-7910-429.33-25	33-25	12/5/2021	893	17842	P CARD BMO	101,110.00	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
790-7930-429.33-25	33-25	11/4/2021	315310	25542	NORMANNA TOWNSHIP	12,045.44	REIMB WOLD JOHNSON LEGAL	V09401	NORMANNA TOWNSHIP MOU
790-7930-429.33-25	33-25	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	4,000.00	ASPIRE BANK	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.33-25	33-25	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	11,996.21	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	937.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	1,085.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	1,229.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	6,035.29	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	2,666.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	1,949.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	13,951.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	10,390.10	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	399.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	1,400.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	3,527.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	1,147.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	112.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	7,370.60	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	15,304.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	237.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	8,590.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	7,701.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	1,146.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	2,488.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	2,828.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	716.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	850.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	360.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	220.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE

FM Metropolitan Area Flood Risk Management Project
Summary of Cash Disbursements Eligible for SWC Funding
November 2021

Account Number		Check Date	Check Number	Vendor Number	Vendor Name	Transaction Amount	Expense Description	Project Number	Project Description
790-7930-429.33-25	33-25	11/4/2021	315217		19734 CASS COUNTY JOINT WATER RESOURCE DI	428.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217		19734 CASS COUNTY JOINT WATER RESOURCE DI	11,183.24	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217		19734 CASS COUNTY JOINT WATER RESOURCE DI	184.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217		19734 CASS COUNTY JOINT WATER RESOURCE DI	520.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217		19734 CASS COUNTY JOINT WATER RESOURCE DI	2,074.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217		19734 CASS COUNTY JOINT WATER RESOURCE DI	760.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217		19734 CASS COUNTY JOINT WATER RESOURCE DI	64.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217		19734 CASS COUNTY JOINT WATER RESOURCE DI	716.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217		19734 CASS COUNTY JOINT WATER RESOURCE DI	3,138.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217		19734 CASS COUNTY JOINT WATER RESOURCE DI	622.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217		19734 CASS COUNTY JOINT WATER RESOURCE DI	650.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217		19734 CASS COUNTY JOINT WATER RESOURCE DI	226.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217		19734 CASS COUNTY JOINT WATER RESOURCE DI	330.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217		19734 CASS COUNTY JOINT WATER RESOURCE DI	510.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217		19734 CASS COUNTY JOINT WATER RESOURCE DI	1,262.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217		19734 CASS COUNTY JOINT WATER RESOURCE DI	922.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217		19734 CASS COUNTY JOINT WATER RESOURCE DI	25.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217		19734 CASS COUNTY JOINT WATER RESOURCE DI	690.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217		19734 CASS COUNTY JOINT WATER RESOURCE DI	750.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217		19734 CASS COUNTY JOINT WATER RESOURCE DI	434.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217		19734 CASS COUNTY JOINT WATER RESOURCE DI	711.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217		19734 CASS COUNTY JOINT WATER RESOURCE DI	6,083.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217		19734 CASS COUNTY JOINT WATER RESOURCE DI	43.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217		19734 CASS COUNTY JOINT WATER RESOURCE DI	434.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	11/4/2021	315217		19734 CASS COUNTY JOINT WATER RESOURCE DI	474.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	23,375.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	42.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	267.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	679.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	1,271.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	11,393.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	9,091.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	1,568.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	192.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	3,885.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	1,778.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	25.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	4,378.45	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	1,496.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	120.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	1,350.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	1,633.94	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	1,050.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	480.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	900.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	9,266.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	300.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	840.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	1,530.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	264.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	2,322.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	355.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	6,162.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	1,343.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	88.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	1,896.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	2,567.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	750.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	474.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	237.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	948.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	1,066.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892		19734 CASS COUNTY JOINT WATER RESOURCE DI	4,044.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE

FM Metropolitan Area Flood Risk Management Project
Summary of Cash Disbursements Eligible for SWC Funding
November 2021

Account Number		Check Date	Check Number	Vendor Number	Vendor Name	Transaction Amount	Expense Description	Project Number	Project Description
790-7930-429.33-25	33-25	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	197.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	5,998.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	4,068.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	197.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	33-25	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	1,145.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7950-429.33-25	33-25	11/24/2021	315841	25474	RUSH RIVER WATER RESOURCE DISTRICT	357.00	REIMB OHNSTAD TWICHELL IN	V08801	RUSH RIVER-DRAIN EXPENSE
790-7990-429.33-25	33-25	12/5/2021	893	17842	P CARD BMO	24,404.00	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
					Total Legal Services	**390,825.77**			
790-7930-429.33-32	33-32	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	5,000.00	CROWN APPRAISALS, INC	V01201	Cass Joint Water ROE
790-7930-429.33-32	33-32	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	7,500.00	PATCHIN MESSNER VALUATION	V01201	Cass Joint Water ROE
790-7930-429.33-32	33-32	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	4,500.00	PATCHIN MESSNER VALUATION	V01201	Cass Joint Water ROE
790-7930-429.33-32	33-32	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	4,000.00	TINJUM APPRAISAL COMPANY	V01201	Cass Joint Water ROE
790-7930-429.33-32	33-32	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	6,700.00	GE BOCK REAL ESTATE LLC	V01201	Cass Joint Water ROE
790-7930-429.33-32	33-32	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	5,700.00	GE BOCK REAL ESTATE LLC	V01201	Cass Joint Water ROE
790-7930-429.33-32	33-32	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	5,700.00	GE BOCK REAL ESTATE LLC	V01201	Cass Joint Water ROE
790-7930-429.33-32	33-32	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	6,700.00	GE BOCK REAL ESTATE LLC	V01201	Cass Joint Water ROE
790-7930-429.33-32	33-32	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	28,500.00	CROWN APPRAISALS, INC	V01201	Cass Joint Water ROE
790-7930-429.33-32	33-32	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	6,300.00	TINJUM APPRAISAL COMPANY	V01201	Cass Joint Water ROE
790-7930-429.33-32	33-32	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	26,500.00	PATCHIN MESSNER VALUATION	V01201	Cass Joint Water ROE
790-7930-429.33-32	33-32	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	5,500.00	PATCHIN MESSNER VALUATION	V01201	Cass Joint Water ROE
790-7930-429.33-32	33-32	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	9,000.00	RAY KVALVOG	V01201	Cass Joint Water ROE
790-7930-429.33-32	33-32	11/10/2021	315416	19899	CROWN APPRAISALS INC	100,000.00	FLOWAGE EASEMENT STUDY 21	V05102	FLOWAGE EASEMENT-PHASE 2
790-7930-429.33-32	33-32	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	5,000.00	CROWN APPRAISAL, INC.	V01201	Cass Joint Water ROE
790-7930-429.33-32	33-32	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	8,000.00	PATCHIN MESSNER VALUATION	V01201	Cass Joint Water ROE
790-7930-429.33-32	33-32	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	26,100.00	COMPASS LAND CONSULTANTS	V01201	Cass Joint Water ROE
790-7930-429.33-32	33-32	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	1,000.00	CROWN APPRAISALS, INC	V01201	Cass Joint Water ROE
790-7930-429.33-32	33-32	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	4,500.00	CROWN APPRAISAL, INC.	V01201	Cass Joint Water ROE
					Total Appraisal Services	**266,200.00**			
790-7930-429.33-47	33-47	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	12,075.00	MID-AMERICA CONSULTANTS	V01201	Cass Joint Water ROE
					Total Consulting Services	**12,075.00**			
790-7920-429.33-79	33-79	11/10/2021	315411	20663	CH2M HILL ENGINEERS INC	477,429.12	PROGRAM MGMT & SERVICES	V00211	CH2M HILL-6/2019-12/2021
790-7920-429.33-79	33-79	11/10/2021	315411	20663	CH2M HILL ENGINEERS INC	513,028.88	SUPPORT SERVICES	V00212	P3 PROCUREMENT SUPPORT
790-7930-429.33-79	33-79	11/10/2021	315411	20663	CH2M HILL ENGINEERS INC	19,009.78	PROPERTY ACQUISITION	V00210	CH2M HILL-LAND ACQUISITON
					Total Construction Management Services	**1,009,467.78**			
790-7990-429.34-55	34-55	11/10/2021	315426	23046	ERNST & YOUNG INFASTRUCTURE	52,021.10	FINANCIAL ADVISORY SERVIC	V03301	PPP FINANCL ADVISORY SVCS
790-7990-429.34-55	34-55	11/10/2021	315387	23666	AON RISK SERVICES CENTRAL, INC	1,856.25	RISK ADVISORY SERVICES	V03201	PRE-AWARD P3 RISK ADVISOR
					Total Financial Advisor	**53,877.35**			
790-7990-429.34-57	34-57	11/24/2021	28562	16770	CITY OF FARGO-AUDITORS OFFICE	16,000.00	BND TRUSTEE FEE ,11/2021	V08502	MONTHLY TRUSTEE FEE
					Total Trustee Fees BND	**16,000.00**			
790-7930-429.41-05	41-05	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	27.00	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.41-05	41-05	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	27.00	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.41-05	41-05	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	27.00	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	62-51	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	97.42	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	62-51	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	97.05	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	62-51	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	28.50	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	62-51	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	80.20	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	62-51	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	7.96	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	62-51	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	32.71	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.38-95	38-95	11/10/2021	315521	20390	TURF TAMERS	2,800.00	MOWING SERVICES	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.38-95	38-95	11/24/2021	315861	20390	TURF TAMERS	7,500.00	MOWING SERVICES	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.52-10	52-10	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	(455.84)	MARSH & MCLENNAN AGENCY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.52-10	52-10	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	(384.62)	MARSH & MCLENNAN AGENCY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.52-10	52-10	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	282.00	MARSH & MCLENNAN AGENCY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.52-10	52-10	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	17.00	MARSH & MCLENNAN AGENCY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.52-10	52-10	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	15,235.03	MARSH & MCLENNAN AGENCY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.52-10	52-10	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	4,120.88	MARSH & MCLENNAN AGENCY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.52-10	52-10	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	720.00	MARSH & MCLENNAN AGENCY	V01701	ND LAND PURCH-OUT OF TOWN

FM Metropolitan Area Flood Risk Management Project
Summary of Cash Disbursements Eligible for SWC Funding
November 2021

Account Number		Check Date	Check Number	Vendor Number	Vendor Name	Transaction Amount	Expense Description	Project Number	Project Description
790-7930-429.38-99	38-99	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	110.95	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
					Total Property Holding Costs	**30,370.24**			
790-7910-429.52-30	52-30	11/4/2021	315294	3841	MARSH & MCLENNAN AGENCY LLC	11,135.00	GEN LIABILITY INSURANCE	V00102	General & Admin. WIK
					Total General Liability Insurance	**11,135.00**			
790-7930-429.34-65	34-65	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	7,000.00	CASH & LAURA AALAND	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	34-65	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	750.00	LEEVON SAUVAGEAU	V01704	ND LAND - BIOTIC GEO MORP
					Total Right of Entry Requests	**7,750.00**			
790-7950-429.38-99	38-99	11/24/2021	315830	25585	PLEASANT TOWNSHIP	3,655.60	REIMB TURNER GRAVEL INVOI	V06801	PLEASANT TOWNSHIP MOU
					Total Other Services	**3,655.60**			
790-7930-429.67-11	67-11	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	549.99	Duane & Donna Siebels - RED RIVER REMOVAL	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	67-11	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	8,281.21	JEREMY & NICHOLE HOLCK	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	67-11	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	454.54	Bryant & Margaret Tysdal - TLC MAINTENANCE LLC	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	67-11	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	71,742.51	DUANE & DONNA SIEBEL	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	67-11	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	3,312.00	Duane & Donna Siebel - FETTES TRANSPORTATION	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	67-11	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	2,441.02	DUANE & DONNA SIEBEL	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	67-11	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	5,436.00	BRADLEY JOHNSON	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	67-11	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	17,883.00	JEREMY & NICHOLE HOICK	V01701	ND LAND PURCH-OUT OF TOWN
					Total Relocation Assistance - Residential	**110,100.27**			
790-7930-429.67-12	67-12	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	40,000.00	JOSEPG & JOLENE SAUVAGEAU	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-12	67-12	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	40,000.00	TERRY & KRISTIE SAUVAGEAU	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-12	67-12	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	33,500.00	SCHMITZ FOODS, LLC	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-12	67-12	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	83,153.32	BLACK POWDER, LLC	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-12	67-12	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	83,337.18	PRAIRIE SCALE SYSTEMS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-12	67-12	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	19,000.00	SCHMITZ FOODS, LLC	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-12	67-12	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	2,064,800.00	Verden Anderson	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-12	67-12	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	43,000.00	SCHMITZ AND BRENNAN LLC	V01701	ND LAND PURCH-OUT OF TOWN
					Total Relocation Assistance - Commercial	**2,406,790.50**			
790-7930-429.71-30	71-30	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	639.50	Margarat Pronovost	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	71-30	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	513,664.98	Curt Dubord	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	71-30	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	148,203.74	Duane & Donna Siebels	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	71-30	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	(18,500.00)	Paul & Carolyn Thoen	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	71-30	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	23,648.31	Paul & Carolyn Thoen	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	71-30	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	(360,800.00)	Ervin & Mildred Fitterer	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	71-30	11/4/2021	315217	19734	CASS COUNTY JOINT WATER RESOURCE DI	396,168.39	Ervin & Mildred Fitterer	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	71-30	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	460,000.00	Gene Sauvageau	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	71-30	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	1,176,650.00	Terry & Kristi Sauvageau	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	71-30	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	40,103.86	Shannen & Kimberlie Martin	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	71-30	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	201,160.00	Steven Brunelle	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	71-30	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	1,555,950.00	Vivian Bailly	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	71-30	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	686,800.00	Leo & Shirley Richard	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	71-30	12/2/2021	315892	19734	CASS COUNTY JOINT WATER RESOURCE DI	368,300.00	Ryan & Jessica Richard	V01701	ND LAND PURCH-OUT OF TOWN
					Total Land Purchases	**5,191,988.78**			
790-7930-429.73-20	73-20	11/24/2021	315774	827	INDUSTRIAL BUILDERS INC	112,567.00	WORK PKG 50D2	V06004	WP50D.2-STRUCTURE REMOVLS
					Total Site Improvements	**112,567.00**			
790-7952-429.73-52	73-52	11/24/2021	315790	13000	KPH, INC	32,023.70	REIMB LEVEE RECONSTRUCTIO	V06601	OHB RING LEVEE WP-43D5
790-7952-429.73-52	73-52	12/2/2021	315928	827	INDUSTRIAL BUILDERS INC	54,414.32	OHB WETLAND MITIGATION	V06002	WP43G-OHB WETLAND MITIGTN
					Total Flood Control	**86,438.02**			
790-7950-429.73-59	73-59	11/4/2021	315208	201	CASS COUNTY FINANCE	8,293.50	CASS CO HWY DEP CR-17	V04204	CR17 - PAVING BYPASS ROAD
					Total Street & Roadway Systems	**8,293.50**			
						10,761,624.86			

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CITY OF FARGO
GENERAL FUND - BUDGET TO ACTUAL
THROUGH NOVEMBER 2021
(UNAUDITED)

	2021 BUDGET	2021 ACTUAL	VARIANCE
REVENUES:			
Taxes	$ 36,084,868	$ 35,552,838	$ (532,030)
Licenses & Permits	5,593,588	5,694,976	101,388
Fines & Traffic Tickets	1,482,266	1,413,622	(68,644)
Intergovernmental Revenue	17,402,339	16,454,014	(948,325)
Charges for Services	13,561,986	12,046,130	(1,515,856)
Interest	2,072,589	2,257,926	185,337
Miscellaneous Revenue	2,838,377	1,409,688	(1,428,689)
Transfers In	15,479,258	15,441,087	(38,171)
Total Revenues	**$ 94,515,271**	**$ 90,270,281**	**$ (4,244,990)**
EXPENDITURES:			
City Administrator	$ 7,247,243	$ 7,070,978	$ 176,265
Finance	7,263,826	6,452,531	811,295
Planning & Development	4,238,149	4,268,191	(30,042)
Public Works	15,422,422	14,284,400	1,138,022
Fire Department	13,583,029	13,203,345	379,684
Police	21,205,005	20,537,266	667,739
Health	11,314,889	11,378,110	(63,221)
Library	4,361,585	4,297,238	64,347
Commission	748,363	612,553	135,810
Civic Center		(57)	57
Social Services	1,243,724	424,424	819,300
Capital Outlay	3,308,460	2,556,887	751,573
Vehicle Replacement/IT	116,775	97,104	19,671
Contingency	(1,432,695)	197,840	(1,630,535)
Transfers Out	6,812,327	6,826,418	(14,091)
Total Expenditures	**$ 95,433,102**	**$ 92,207,228**	**$ 3,225,874**
Excess of Revenue Over (Under) Expenditures	**$ (917,831)**	**$ (1,936,947)**	**$ (1,019,116)**

THE CITY OF Fargo FAR MORE

8

AUDITOR'S OFFICE
Fargo City Hall
225 4th Street North
PO Box 2471
Fargo, ND 58108
Phone: 701.241.8108 | Fax: 701.241.8184
www.FargoND.gov

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; Kent Costin, Director of Finance, Jill Pagel, Deputy City Auditor and Steven Sprague, City Auditor with one of the signatures being either Steven Sprague or Kent Costin.

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 27th Day of December 2021.

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 27th day of December, 2021.

_____
Steven Sprague, City Auditor

Date: 12/14/2021

Re: Approval of Public Depository

To: City of Fargo

Per Section 21-04-13 of the North Dakota Century Code, U.S. Bank would like to request and confirm formal designation as an approved depository. Please see the attached link to our Annual Report, Financial Report and Community Impact Summary.

Downloads & Resources | U.S. Bancorp 2020 Annual Report (usbank.com)

We would like to request that the Board/Council approve U.S. Bank based on our commitment to your organization, financial health and strength of the bank and our dedication to the State of North Dakota.

If you need any further information or clarification, please feel free to contact me.

Sincerely,

Kerri Stoner

Government Banking Division
Vice President | Relationship Manager
p. 651.466.8607 | kerri.stoner@usbank.com

Darin Daby

North Dakota Regional President
p. 701.280.3553 | **c.** 712.577.2613
darin.daby@usbank.com

The following are the Signatures of the authorized officers of the City of Fargo to sign for the deposited funds as adopted on December 27, 2021.

Timothy J. Mahoney, Mayor

Kent Costin, Director of Finance

Steven Sprague, City Auditor

Jill Pagel, Deputy City Auditor

THE CITY OF Fargo FAR MORE

9

December 27, 2021

To: Board of City Commissioners
Fr: Michael Redlinger, Assistant City Administrator
Re: Approve Joint Powers Agreement for Cass County Election Administration Services

Cass County Government has prepared a draft Joint Powers Agreement (JPA) to formalize election administration services provided by Cass County to municipalities, park districts, and school districts. For several years, Cass County has provided election services on an informal basis to political subdivisions, and it is recommended that a Joint Powers Agreement be approved between Cass County and its partner jurisdictions to define the operational and cost responsibilities of the entities. The proposed JPA will be utilized for future County Primary Elections, General Elections, and Special Elections.

Future City Commission Discussion – January 10, 2022
At the January 10, 2022 City Commission meeting, the Commission will be asked to discuss the topic of absentee ballot applications and voting by mail for the June 2022 City Election. The City Commission previously authorized the inclusion of $32,000 in the 2022 City Budget to fund the cost of mailing absentee applications to voters in the City of Fargo. Per the proposed Cass County Joint Powers Agreement, "If a City or [Park] District requires that absentee or vote-by-mail applications be sent to all potential voters, the City or [Park] District shall be responsible for all related administrative costs including but not limited to staffing costs, mileage, postage, etc." (See attached JPA). Approval of the draft Joint Powers Agreement does not determine whether the City utilizes "vote-by-mail" in the June 2022 City Election, but it does clarify the responsibility of administrative costs for entities utilizing this method.

Finance Committee Recommendation
Following a presentation by City staff, the Finance Committee unanimously recommended approval of the Joint Powers Agreement on December 20, 2021. The City Commission is asked to consider this recommendation and approve the JPA at its December 27, 2021 meeting.

Suggested Motion: Upon the unanimous recommendation of the Finance Committee, I move to approve the Joint Powers Agreement for Cass County election administration services.

Attachments: Finance Committee Report of Action – December 20, 2021
Joint Powers Agreement – Cass County Election Administration Services

REPORT OF ACTION

FINANCE COMMITTEE

Project: Joint Powers Agreement for Cass County Election Administration Services

Type: Professional Services

Location: City of Fargo

Date of Hearing: December 20, 2021

Routing	Date
City Commission	12/27/2021
Project File	N/A

Cass County Government has prepared a draft Joint Powers Agreement (JPA) for election administration services for consideration by the various political subdivisions that partner with Cass County for elections. The intent of the proposed JPA is to formalize operating procedures and cost-sharing responsibilities of the entities for County Primary Elections, General Elections, and Special Elections.

Staff provided an overview of the Joint Powers Agreement for the Finance Committee. It was noted that the JPA is being presented to several political subdivisions in Cass County, and the JPA will serve as a unified agreement for Cass County's relationship to individual political subdivisions. Staff further noted that consideration and approval of the JPA does not determine the City's voting procedure, and whether "vote-by-mail" is utilized in the June 2022 City Election. Rather, the agreement outlines the operational and cost-sharing responsibilities for election services provided by Cass County. The City Commission will be requested to discuss the mailing and processing of absentee ballot applications at the January 10, 2022 City Commission meeting.

MOTION:
On a motion by Piepkorn, seconded by Sprague, the Finance Committee voted unanimously to approve the Joint Powers Agreement for Cass County Election Administration Services for the City Commission's consideration on December 27, 2021

COMMITTEE:	Present	Yes	No	Unanimous
				X
				Proxy
Tim Mahoney, Mayor	X	X		
Dave Piepkorn, City Commissioner	X	X		
Bruce Grubb, City Administrator	X	X		
Mike Redlinger, Assistant City Administrator	X	X		
Kent Costin, Director of Finance	X	X		
Steve Sprague, City Auditor	X	X		

Tim Mahoney, Finance Committee Chair

JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT (the "Agreement") is entered into by and between the following political subdivisions: County of Cass, hereinafter referred to as "County", Cities of Alice, Amenia, Argusville, Arthur, Ayr, Briarwood, Buffalo, Casselton, Davenport, Enderlin, Fargo, Frontier, Gardner, Grandin, Harwood, Horace, Hunter, Kindred, Leonard, Mapleton, North River, Oxbow, Page, Prairie Rose, Reile's Acres, Tower City, and West Fargo, and respective Parks Boards, hereafter referred to as "City" and the Public School Districts of Central Cass, Enderlin, Fargo, Maple Valley, Mapleton, May-Port CG, Northern Cass, Hope- Page, and West Fargo, hereafter referred to as "District".

1. **PURPOSE OF AGREEMENT**: The purpose of the Agreement is to provide the terms by which the County, City, and District shall coordinate the holding of their general elections in conjunction with the County's Primary Election. It being understood that in addition to the coordination of their General Elections, the parties may, from time to time, agree to contract with the County for the administration of their Special Elections in a manner consistent with this Agreement and as may otherwise agree to by and between the entities holding such special elections. It is the intent of the parties in entering this Agreement to provide for the procedures to be followed relative to the scheduling and administration of such elections and to provide for the division of costs for election officials and any other monetary disbursements relative to such elections.

2. **AUTHORITY**: This Agreement is authorized by Article VII, Section 10 of the Constitution of the State of North Dakota (Joint Exercise of Power and Transfer of Powers), North Dakota Century Code (NDCC) chapters 54-40 (Joint Exercise of Government Powers), 40-49 (Park District Elections), 40-21 (City Elections), and 15.1-09 (School District Elections).

3. **PLAN**: The parties agree to the following implementation:

   (a) Each entity shall be responsible for enforcement of the policies, laws, and ordinances relative to the distribution and review of petitions of candidates and for the filing of said petitions in their respective offices.

   (b) The City and District will receive an election calendar from the Cass County Finance Office.

   (c) The County will publish a sample ballot, notice of election and abstract of votes for the County, City, and District for the joint election in the official newspaper for Cass County. The City and District will each be responsible for any additional required legal publication.

   (d) The City and District shall certify to the County the names of all eligible candidates for office immediately after the candidate filing deadline on the sixty-fourth day before the election in the order in which they are to be listed on the ballot. The County will enter all provided information and provide a copy to the City and District to proof and approve. The County will be responsible for the actual printing of ballots and will assume all costs for printing unless with the City or District's information the ballot then becomes more than a two-sided ballot.

   (e) The City has the authority under NDCC Section 16.1-04-01(1)(b) to alter the number and size of voting precincts within the City and, by this Agreement, transfers that authority to the County.

(f) The County shall be responsible for establishing and managing the polling locations for the joint elections, including setting the hours polls are to be open. Polling hours shall be consistent throughout the County. The City or District shall be responsible for costs associated with use of City or District owned facilities for polling purposes.

(g) The County shall be responsible for naming the election board, including inspectors, for the joint elections in accordance with NDCC Title 16.1.

(h) The County shall provide and maintain necessary poll books required by law.

(i) The canvassing board shall be the County Canvassing Board in accordance with NDCC Title 16.1.

(j) Within 5 days after the results of an election are declared by the canvassing board, the County shall certify to the City and District, the official results of the election. The City and/or the District shall be responsible for issuing a Certificate of Election to each person elected for a position with the respective governmental entity.

(k) The County shall administer absentee balloting in accordance with NDCC Title 16.1. Absentee voter applications shall be available from the County for joint elections; absentee ballots for joint elections shall be handled by the County.

4. **COSTS**:

   (a) The County, City, and District shall share in the savings provided by holding joint elections.

   (b) The County shall pay all costs associated with the Election and Canvassing Boards in joint elections.

   (c) If the County is asked to administer a Special Election for the City or District, the Polling Locations, Election Boards, Poll Books, and Printing costs shall be the responsibility of the City or District.

   (d) A City initiating a ward system where only citizens within the ward vote on commission/board candidates will be responsible for the additional costs of ballot splits.

   (e) If a City or District requires that absentee or vote-by-mail applications be sent to all potential voters, the City or District shall be responsible for all related administrative costs including but not limited to staffing costs, mileage, postage, etc.

5. **RECOUNT**: In the event a recount is properly demanded or is required by law according to NDCC 16.1-16-01 for a City or District election which has been combined with the County according to the law and this Agreement, the County Auditor (Finance Director) shall conduct the recount according to NDCC 16.1-16-01 and certify the new results of the election to the City Auditor or School District Business Manager who shall be responsible for issuing new certificates of election if applicable.

   (a) In the event a recount is properly demanded or is required by law according to NDCC 16.1-16-01 for a special City or District election which has not been combined with the County according to the law and this agreement, the City Auditor or School Business Manager, to the extent applicable, shall conduct the recount and perform all duties of the County Auditor.

(b) The expenses incurred in a recount of a City or District election, whether or not the election was combined with the County, must be paid by the City or District.

6. **DURATION**: This Agreement shall take effect on January 1, 2022 and continue until December 31, 2022. Thereafter, this Agreement automatically renews for an annual term commencing on the first day of January and ending on the 31st day of December, unless any of the parties notify the other parties in writing of its intention to withdraw, modify or amend this Agreement. That written notice must be provided on or before October 1st of the year of withdrawal. A written notice of intent to withdraw from this Agreement shall be effective on the 31st day of December of the year in which the notice is received.

7. **INSURANCE AND LIABILITY**: To the fullest extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purpose of liability. The parties shall maintain liability coverage with the North Dakota Insurance Reserve Fund with a minimum limit equal to the maximum liability limit in N.D.C.C. § 32-12.1-03.

   Under no circumstances shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in North Dakota Century Code Chapter 32-12.1, applicable to any one (1) party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for each party.

8. **LITIGATION AND DEFENSE**: The County shall defend the City and District and their officers, agents, employees, and volunteers against all third party claims or suits arising in whole or in part from any act or omission of the parties in connection with performance of this Agreement. Nothing in this Agreement shall constitute a waiver of the statutory limits of liability set forth in N.D.C.C. § 32-12.1-03. Nothing herein shall be construed to provide insurance coverage to an officer, employee, agent, or volunteer of any party for any act or omission for which the officer, employee, agent, or volunteer is guilty of malfeasance in office, willful neglect of duty or bad faith.

   In the event a claim or suit is made against a party in connection with the performance of this Agreement, the party shall immediately notify the other parties of such claim or suit. The County shall investigate, handle, respond to, and provide defense for and defend against, any such claim or suit at its sole expense and shall bear all other costs and expenses related thereto, even if the County believes the claim or suit is groundless, false, or fraudulent. The County shall be entitled to reimbursement of defense cost incurred in defending the claim or suit on behalf of the City and/or District. The County shall first apply any and all available and/or applicable insurance proceeds against said claim or suit. In the event that such insurance proceeds are insufficient to satisfy the costs associated with such claim or suit, and only after the application of insurance proceeds, said costs shall then be paid by funds available to the County, subject to reimbursement by the City and/or District.

9. **AMENDMENTS**: Any modifications or amendments to this Agreement must be in writing signed by an authorized representative of each party.

10. **NOTICE**: All notices required under this Agreement will be deemed sufficiently given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:

If to Cass County: Cass County, North Dakota
Attn: County Administrator
211 9th St. S.
Fargo, ND 58103

If to Alice: City of Alice, North Dakota
Attn: City Auditor
517 Main Ave
Alice, ND 58031

If to Amenia: City of Amenia, North Dakota
Attn: City Auditor
203 Alley St.
Amenia, ND 58004

If to Argusville: City of Argusville, North Dakota
Attn: City Auditor
602 Lynn Dawn Dr.
Argusville, ND 58005

If to Arthur: City of Arthur, North Dakota
Attn: City Administrator
PO Box 161
Arthur, ND 58006

If to Ayr: City of Ayr, North Dakota
Attn: City Auditor
2941 141 Ave SE
Buffalo, ND 58011

If to Briarwood: City of Briarwood, North Dakota
Attn: City Auditor
7 Briarwood Pl.
Briarwood, ND 58104

If to Buffalo: City of Buffalo, North Dakota
Attn: City Auditor
PO Box 126
Buffalo, ND 58011

If to Casselton: City of Casselton, North Dakota
Attn: City Auditor
PO Box 548
Casselton, ND 58012

If to Davenport: City of Davenport, North Dakota
Attn: City Auditor
PO Box 217
Davenport, ND 58021

If to Enderlin: City of Enderlin, North Dakota
Attn: City Auditor
PO Box 130
Enderlin, ND 58027

If to Fargo: City of Fargo, North Dakota
Attn: City Administrator
225 4th St N
Fargo, ND 58102

If to Frontier: City of Frontier, North Dakota
Attn: City Auditor
5202 32nd St S
Fargo, ND 58104

If to Gardner: City of Gardner, North Dakota
Attn: City Auditor
409 Front St
Gardner, ND 58036

If to Grandin: City of Grandin, North Dakota
Attn: City Auditor
PO Box 234
Grandin, ND 58038

If to Harwood: City of Harwood, North Dakota
Attn: City Auditor
PO Box 65
Harwood, ND 58042

If to Horace: City of Horace, North Dakota
Attn: City Administrator
PO Box 99
Horace, ND 58047

If to Hunter: City of Hunter, North Dakota
Attn: City Auditor
PO Box 56
Hunter, ND 58048

If to Kindred: City of Kindred, North Dakota
Attn: City Auditor
PO Box 158
Kindred, ND 58051

If to Leonard: City of Leonard, North Dakota
Attn: City Auditor
PO Box 307
Leonard, ND 58052

If to Mapleton: City of Mapleton, North Dakota
Attn: City Auditor
PO Box 9
Mapleton, ND 58059

If to North River: City of North River, North Dakota
Attn: City Auditor
PO Box 24
Galesburg, ND 58035

If to Oxbow: City of Oxbow, North Dakota
Attn: City Auditor
PO Box 176
Kindred, ND 58051

If to Page: City of Page, North Dakota
Attn: City Auditor
PO Box 62
Page, ND 58064

If to Prairie Rose: City of Prairie Rose, North Dakota
Attn: City Auditor
3514 41st Ave S
Fargo, ND 58104

If to Reile's Acres: City of Reile's Acres, North Dakota
Attn: City Auditor
4635 35th Ave N
Reile's Acres, ND 58102

If to Tower City: City of Tower City, North Dakota
Attn: City Auditor
PO Box 55
Tower City, ND 58071

If to West Fargo: West Fargo, North Dakota
Attn: City Administrator
800 Fourth Ave E, Ste. 1
West Fargo, ND 58078

If to Central Cass School District 17: Central Cass School District
Attn: Superintendent
802 5th St N
Casselton, ND 58012

If to Enderlin Area School District: Enderlin School District
Attn: Superintendent
410 Bluff St
Enderlin, ND 58027

If to Fargo Public Schools:	Fargo Public Schools Attn: Superintendent 415 4th St N Fargo, ND 58102
If to Maple Valley School District:	Maple Valley School District Attn: Superintendent PO Box 168 Tower City, ND 58071
If to Mapleton Public Schools:	Mapleton Public Schools Attn: Superintendent 300 1st St S Mapleton, ND 58059
If to May-Port CG School District:	May-Port CG School District Attn: Superintendent 900 Main St W Mayville, ND 58257
If to Northern Cass School District 97:	Northern Cass School district 97 Attn: Superintendent 16021 18th St SE Hunter, ND 58048
If to Hope-Page Public School District 85:	Hope-Page Public School District 85 Attn: Superintendent PO Box 26 Page, ND 58064
If to West Fargo Public Schools:	West Fargo Public Schools Attn: Superintendent 207 Main Ave W West Fargo, ND 58078

11. **GOVERNING LAW**: This Agreement shall be controlled by the laws of the State of North Dakota. Any action brought as a result of any claim, demand, or cause of action arising under the terms of this Agreement must be brought in an appropriate venue in the State of North Dakota.

12. **ENTIRE AGREEMENT**: This Agreement contains the entire understanding of the parties.

13. **BINDING EFFECT**: This Agreement will inure to the benefit of and will be binding upon the parties, and their respective successors and assigns.

14. **SEVERABILITY**: If any court of competent jurisdiction finds any provisions of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable. The parties, however, agree that this Agreement will be reformed to replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close a resemblance as possible to any provision determined to be invalid,

illegal, or unenforceable.

15. **COOPERATION**: The parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.

16. **ELECTRONIC SIGNATURES**: The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.

(Remainder of page intentionally left blank.)

Signature Page for Cass County, North Dakota

The governing body of Cass County, North Dakota, approved this Agreement on the 15th day of November, 2021.

COUNTY:

Cass County, North Dakota

By: _____

Its: Commission chairman

ATTEST:

By: Taylor allen

Its: Commission Assistant

Signature Page for the City of Fargo, North Dakota

The governing body of the City of Fargo, North Dakota, approved this Agreement on the __ day of ___ _____, 2021.

CITY:

City of Fargo, North Dakota

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

10

REPORT OF ACTION

FINANCE COMMITTEE

Project: Illumination of The Spirit of the Sandbagger Project (**SSP22008**)

Location: Second Street Floodwall

Date of Hearing: December 20, 2021

Routing	**Date**
City Commission	12/27/2021

Throughout the past year, the Fargo Lions Club engaged in private fundraising to make The Spirit the Sandbagger gateway art become a reality. The sculpture is located in Downtown Fargo along the river walk/flood wall near 2nd Street North and the City Hall area.

In on-going discussions with the Fargo Lions Club, a goal emerged to illuminate this piece of art with dynamic, color-changing lights similar to the City Commission Chambers.

City staff worked through established relationships with the contractors, programmers and installers of the City Hall lighting project to arrive at a proposed package to illuminate the sculpture (as well as the two support masonry pillars) with dynamic lighting. The proposed system would be controlled/integrated into the main lighting system housed within City Hall.

Working with the same electrical firm, supplier and installation crew allows for interoperability with existing lighting systems, eliminated the discovery phase of the project, minimizes the engineering schematics and allows for the main computer to be used for efficient economies of scale. It also allows for interoperability of the fixtures and ease of maintenance issues.

The total cost of the proposed sole source procurement project with Sun Electric is $77,500.

At the December 13, 2021 City Commission meeting, the Lions Club presented a check to the Commission which will fully fund this project installation. No additional funds are being requested.

MOTION:
On a motion by Sprague, seconded by Piepkorn, the Finance Committee voted unanimously to approve the sole source procurement with Sun Electric in the amount of $77,500 to illuminate The Spirit of the Sandbagger sculpture and its supporting masonry pillars with dynamic lighting (SSP22008).

COMMITTEE:	**Present**	**Yes**	**No**	**Unanimous**
				X
				Proxy
Dr. Tim Mahoney, Mayor	X			
Dave Piepkorn, City Commissioner	X			
Bruce Grubb, City Administrator	X			
Mike Redlinger, Assistant City Administrator	X			
Kent Costin, Director of Finance	X			
Steve Sprague, City Auditor	X			

Dr. Tim Mahoney, Finance Committee Chair

THE CITY OF Fargo
FAR MORE

COMMUNICATIONS & GOVERNMENTAL AFFAIRS
Fargo City Hall
225 4th Street North
Fargo, ND 58102-4817
Phone: 701.476.6671 | Fax: 701.476.4136
www.FargoND.gov

December 23, 2021

11

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

Commissioners,

The Department of Communications & Governmental Affairs (CommsGA) recently issued a request for proposals (RFP) for an integrated software solution to guide members of the public through the process of accessing desired information and documents (whether through prompts to locate already-published information or through cloud-based forms) for submitting formal Freedom of Information Act (FOIA)/open record requests.

As a point of reference, The City of Fargo has seen a tremendous increase in the number of open records requests in the past few years and is now processing in excess of 2,000 requests annually. The current decentralized system of using Outlook, Excel, handwritten notes and manual payment processes/refunds to respond to such requests has been found to be inefficient given this increased caseload.

Representatives from the following departments were voting members of the FOIA RFP Interview Committee: Communications & Governmental Affairs, Fargo Cass Public Health, Fargo Fire Department, Fargo Police Department, Human Resources, Information Services and Planning & Development. The City Attorney's Office also provided technical advice in a non-voting capacity.

The committee evaluated the proposals according to the following scoring rationale:

- Capability and resources of firm – *10 points*
- Ability to meet requirements of RFP – *40 points*
- Project plan and implementation timeline – *10 points*
- Training and support plan – *15 points*
- Cost – *25 points*

Four proposals were received in response to the RFP from the following organizations. The committee engaged in virtual interviews with all four firms:

- Armedia
- GovQA | Granicus
- Just FOIA
- Next Request | Archive Social

Through independent individual balloting, arrived at the recommendation to award the project to Just FOIA. Just FOIA was the vendor found by the Committee to have features which best met our needs including the following advantages:

- Present a unified public-facing online portal for all City open record requests.
- Streamline the process for both requestors and City staff members responding to the requests.
- Utilize a task management system to ensure internal workflows are optimized and efficient.
- Allow requestors to make online payments for their requests.
- Direct integration with The City of Fargo's Laserfiche system.
- Allow requestors to track the status of their open record requests online.
- Easy-to use in-app redaction tools.
- Batch redaction tools to save considerable staff time and reduce requestor costs.

The following table details the pricing for the three-year partnership with JustFOIA, beginning on January 1, 2022, and continuing through December 31, 2024.

Year 1 (Order Cost)	$ 28,368.00
Year 2 (Reoccurring Subscription Cost)	$ 24,273.90
Year 3 (Reoccurring Subscription Cost)	$ 25,487.60

Capital funding was included in the 2021 CommsGA budget to pay for the on-boarding/training one-time fees associated with this project and operating funding was included/approved in the 2022 CommsGA budget to sufficiently fund the on-going operations associated with this project. ***No additional funding is needed or being requested.***

Recommended motion:
Move to award the Freedom of Information Act/Open Records Software Project (RFP21196) to JustFOIA.

Sincerely,

Gregg Schildberger
Director of Communications & Governmental Affairs

THE CITY OF Fargo FAR MORE

Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103-2367
Phone: 701.241.1360 | Fax: 701.241.1366
www.FargoCassPublicHealth.com

Public Health
Prevent. Promote. Protect.
Fargo Cass Public Health

12

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: DECEMBER 17, 2021

RE: NOTICE OF GRANT AWARD FROM NORTH DAKOTA DEPARTMENT OF HEALTH FOR MENTAL HEALTH TRANSFORMATION TIED TO COVID-19 HEALTH DISPARITIES FOR $150,020, AWARD NO. G21.468 CFDA: 93.391

The attached grant from the North Dakota Department of Health is for hiring a Mental Health/Substance Abuse Coordinator to address the disparities that were identified in the 2021 Community Health Needs Assessment.

Budget Adjustments are as follows:

Revenue 2022		
Mental Health	101-0000-331-12-64	$110,000
Expense 2022		
Marketing	101-6035-451-34-20	$ 17,710
Contract Services	101-6035-451-38-11	$ 10,000
Out State Travel	101-6035-451-57-60	$ 1,420

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

Suggested Motion: Move to approve the award with North Dakota Department of Health.

DF/lls
Enclosure

NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH

SFN 53771 (01-2020)

Grant Number G21.468	CFDA Name National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities		CFDA Number 93.391
FAIN Number NH75OT000095	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 12/15/2021	Grant End Date 5/31/2023
Federal Award Date 5/28/2021	Federal Awarding Agency Centers for Disease Control and Prevention		

This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.

Title of Project/Program Mental Health Transformation	North Dakota Department of Health (NDDoH) Project Code 4531 HLH 4903 31
Grantee Name Fargo Cass Public Health	Project Director Janna Pastir
Address 1240 25th Street South	Address 600 East Boulevard Ave., Dept. 301
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58505-0200
Contact Name Larry Anenson	Contact Name Janna Pastir
Telephone Number 701-241-88575	Telephone Number 701-328-2315
Email Address LAnenson@FargoND.gov	Email Address jlpastir@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	$150,020	$0	$150,020
Previous Funds Awarded	$0	$0	$0
Total Funds Awarded	$150,020	$0	$150,020
Indirect Rate (Check One)	☐ Subrecipient waived indirect costs	☒ De minimus rate of 10%	☐ Negotiated/Approved rate of %

Scope of Service
Scope of Service is defined in Attachment A.

Reporting Requirements
Grantee will submit an expenditure report at least quarterly via the Program Reporting System (PRS).
Grantee will submit a progress report on activities completed with each expenditure report.
Expenditure report for the period ending May 31, 2022, must be received by June 30, 2022.
Expenditure report for the period ending June 30, 2022, must be received by July 15, 2022.
Expenditure report for the period ending May 31, 2023, must be received by June 30, 2023.
Reimbursement will be processed upon Department approval of expenditure and progress reports.

Special Conditions
Funds may not be used for reimbursement or purchasing of food and/or beverages. Funds may not be used for direct mental health service delivery.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDoH as signed by Grantee for the period of July 1, 2021 to June 30, 2023 [Accounting Use Only: ☒ Requirements Received; ☒ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 12/17/21	Signature Desi Fleming	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Janna Pastir, Director, Division of Health Promotion	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	

If attachments are referenced, they must be returned with the signed award.
If you did not receive attachments as indicated, contact the Program Director identified above.

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CITY OF Fargo

INFORMATION SERVICES
225 N 4th St
FARGO, ND 58102
PHONE: 701-476-6700
FAX: 701-241-8253

December 20, 2021

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

Dear Commission Members;

As many of you know, Mark Doll will be retiring on February 2nd. Administering and supporting the IBM i system and CentralSquare software are a unique niche in the technology arena.

We advertised for an IBM i administrator position, but only received 2 applicants. Neither was qualified to support our IBM i system.

We do have an option for enhanced support from CentralSquare. CentralSquare calls this RSP (Remote Service Processing). The cost for RSP support is $36K/year with a $5K Setup Fee. So the first year cost will be $41K.

The attached Statement of Work (SOW) describes, in detail, the services that CentralSquare will provide with this agreement and the activities that are the customer's responsibilities.

We would like to move forward with the RSP support option from CentralSquare.

This plan has been approved by the Finance Committee.

Suggested motion: Authorize IS to purchase the CentralSquare RSP support.

Thank you,

R. M. Gronneberg

Ron Gronneberg
CIO, City of Fargo

CENTRALSQUARE TECHNOLOGIES

STATEMENT OF WORK FOR SERVICES

RSP

Provided for the

City of Fargo, ND

December 10, 2021

1. Introduction

The purpose of this Statement of Work (SOW) is to detail the tasks and responsibilities in relation to the contract between CentralSquare and the City of Fargo, ND (Customer) for Remote Administration services of the Customer's IBMi system(s).
Primary (Production) IBMi System – SN 782C4BX, subsequently referred to as Primary IBMi.
Secondary IBMi System – N/A , subsequently referred to as Secondary IBMi.

This SOW covers Remote Administration services only. The SOW is applicable to the Customer's Primary and Secondary IBMi systems, as listed in the contract and referenced in the preceding paragraph.

1.1 Background

The Customer will be contracting with CentralSquare to remotely manage the Customer's IBMi systems(s) and the CentralSquare Windows application servers as indicated in the contract/quote.

2. Statement of Work for Services

2.1 Remote Administration Service IBMi – CentralSquare Responsibilities

Setup

- CentralSquare will provide Site-to-Site VPN connectivity via a provided device for communication to the Customer's primary site.
  Optionally, a 2nd VPN device can be included for a secondary site.

- CentralSquare will advise the customer on necessary configuration changes required to the Customer's network to allow connectivity over the VPN tunnel necessary to support Remote Administration services

- Using remote access via the VPN tunnel, CentralSquare will install software agents on the IBMi Primary System to be monitored.

IBMi Remote Monitoring

- The IBMi Primary System will transmit monitoring data to CentralSquare's Technical Operations Center (TOC).
  The Secondary System, if applicable, will receive a daily system health check.

- CentralSquare will configure the Administrative Console, located in CentralSquare's TOC, to receive data from the Customer's IBMi Primary System.

- The Administrative console will then be configured to notify the CentralSquare TOC of any monitored event deemed significant by CentralSquare. All the items to be monitored will be defined by CentralSquare via the Remote Monitoring Guidelines document after contract execution.

- CentralSquare is responsible for 24/7 monitoring of the components and processes that comprise the Remote Monitoring service.

IBMi System Management

- Event notifications will be researched and remedied to the extent that is possible under the constraints of security and physical location. For example, malfunctioning hardware at the customer site cannot be replaced by CentralSquare due to its location. Additionally, network and application security constraints may require that a Customer representative with the appropriate security privileges necessary to resolve the issue be engaged after being notified by CentralSquare.

- CentralSquare will assist and advise the Customer with storage management issues. The Customer will be responsible for the purchase and installation of new hardware if and when these issues arise.

- CentralSquare will apply a maximum of two CentralSquare application version upgrades or PTFs per year for the Primary IBMi System. The upgrade or PTF load is expected to be performed remotely. A Customer representative will contact CentralSquare at least 12 weeks in advance of a planned upgrade, in order to organize the timing and discuss potential impact to the Customer's system, if any. The schedule can be changed based on these discussions if necessary. In the event that an upgrade or PTF load requires an onsite visit, the Customer will be responsible for travel and expenses for CentralSquare technical resources.
  Major application upgrades will be loaded into Customer's Primary System in the Test environment (if available) first for testing purposes unless otherwise stipulated by Customer at the time of scheduling. Both Test and Production CentralSquare application upgrades must be scheduled with the initial load request. Additional CentralSquare application PTF loads may be requested depending on the severity of an issue that would be resolved by loading the PTF. These will be scheduled as resource constraints permit.

- CentralSquare will discuss and apply best practices for backups on the Primary IBMi System.

System Administration

- CentralSquare will perform an annual upgrade of the IBM OS if available for all IBMi Systems contracted. A customer representative will contact CentralSquare at least one month in advance in order to organize the timing, and discuss potential impact to the Customer's system, if any.

The upgrade will be expected to be performed remotely with customer assistance. In the event that an upgrade load requires an onsite visit, the Customer will be responsible for travel and living expenses of the CentralSquare technical resource performing the upgrade onsite.

- CentralSquare will create new user profiles and printers on the Primary IBMi System. New user creations will be completed within 24 hours of notification. Requests for printer creations often require additional coordination with other service teams and will be completed within 5 business days.

- CentralSquare will create a Test environment for CentralSquare applications, provided the Primary System's existing hardware will support the test environment. The Test environment will be upgraded prior to major application version upgrades in the Production environment and when PTFs are applied to the Production environment. Data refreshes will take place during application upgrades/PTFs. The Test environment will not be monitored. Backups of the Test environment are at the Customer's discretion. Scheduling of Test environment backups will be handled by CentralSquare pending Customer's request. Test environment availability will be during business hours unless otherwise requested by CentralSquare for maintenance.

- CentralSquare will remotely administer the CentralSquare Windows applications configuration and troubleshooting as listed in the contract. As indicated in section 2.2 the Windows hardware and Operating System maintenance falls under the Customer responsibilities.

2.2 IBMi Remote Administration Service – Customer Responsibilities

- Customer will provide a network technical resource to assist CentralSquare in establishing the Site-to-Site VPN between the Customer and CentralSquare

- Customer will assist in the event that security configurations need to be altered to allow completion of services described herein.

- Customer will continue to handle the CentralSquare application Menu Driver security and user updates.

- Customer will continue to handle day-to-day printer and peripheral support issues through their existing processes. They will involve CentralSquare Customer Services technical staff as necessary.

- Customer will maintain and support all third-party software and interfaces and their day-to-day processes.

- Customer will be required to provide onsite personnel to assist the CentralSquare technical staff during troubleshooting issues.

- Customer will be responsible for all Desktop PC related support issues connecting to the IBMi, unless it is determined to be an IBMi issue at which point the CentralSquare technical staff will assume responsibility. Desktop related responsibilities will be inclusive of installation of IBMi ACS software.

- Customer will continue to maintain hardware and software support on any equipment and software (IBMi, Windows servers, printers and any other peripherals) being monitored and managed for the duration of this agreement.

- Customer will add CentralSquare as authorized agents to the maintenance contracts for all hardware and software that fall under the scope of this agreement.

3. Special Projects

Any additional special projects not identified in this SOW will be handled as a new project and covered under a separate SOW.

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CITY OF Fargo

INFORMATION SERVICES
225 N 4th St
FARGO, ND 58102
PHONE: 701-476-6700
FAX: 701-241-8253

December 20, 2021

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

Dear Commission Members;

As many of you know, Mark Doll will be retiring on February 2nd.Adminstering and supporting the IBM i system and CentralSquare software are a unique niche in the technology arena.

Our plan is to expand the support from CentralSquare using the RSP support plan. In addition to this enhanced support from CentralSquare, there are a number of areas that are the customer's responsibilities.

To cover this gap in support, I have solicited a support agreement from Business Software, Inc. (BSI). BSI has had a working relationship with the City for decades.

The attached proposal is for 1 FTE. This FTE time will be split between 2 individuals at BSI. These individuals will be working remotely, but are located in the City of Fargo and will be available on site, when needed.

The costs in the proposal are for $12,500 per month with an hourly rate beyond that of $150/hour.

Initially, as we ramp up this agreement, we anticipate that all of the FTE time will be used up. As we progress, though, we expect these hours to settle down some.

This plan has been approved by the Finance Committee. Our plan is to track the hours on a monthly basis and adjust the agreement to reflect the support usage.

Suggested motion: Authorize IS to purchase the BSI support agreement.

Thank you,

R M Gronneberg

Ron Gronneberg
CIO, City of Fargo

Business Software, Inc.

3209 Fiechtner Drive • Fargo, ND 58103 • Phone: (701) 235-8830 • www.bsiFargo.com

December 9, 2021

Mr. Ron Gronneberg
City of Fargo
225 4th Street North
Fargo, ND 58102

Subject: IBM i-Series Support Proposal

Dear Ron:

Thank you for spending the time to help us understand the support requirements of your IBM i-Series operations.

Based on our conversations, I understand that once Mark Doll retires, it's going to be a challenge to provide the same level of support he has provided with over 20 years of his experience at the City. But we would like to be part of your team and offer our best efforts.

1. We will provide the equivalent of one full time employee using two people. Such redundancy will hopefully enable us to provide better service.

2. These two people will work remotely using VPN but will be available on site when a task requires it.

3. Our support will be, in the beginning, of the "level 1" type. As we get to know the system better, we expect to impove our ability to support. Nevertheless, when more detailed knowledge of some software is needed, we will need to have access to "level 2" type support from the software vendor (e.g. Central Square, Cognos, etc.).

4. To improve the quality of transition, we would like to start working with Mark as soon as possible and learn as much from him as we can before he retires.

Costs

1. Cost for one Full Time Equivalent (FTE): $12,500 per month. Anything beyond 1 FTE will be billed at our normal hourly rate of $ 150 per hour.
2. In the beginning, we expect to spend 1 FTE of time each month, and therefore will bill you for 1 FTE each month. *We will track the time we spend and send you our "Service Report" each month. Over time, we expect the hours required to go down. We will work with you to adjust our monthly billing accordingly.*
3. Expenses, if any, will be billed at our cost

Please call or email me if you have any questions.

Sincerely

Dilip Apte

Dilip Apte

THE CITY OF Fargo
FAR MORE

City Administration
225 4th Street North
Fargo, ND 58102

MEMORANDUM

15

TO: **Fargo City Commission**

FROM: **Jim Gilmour, Director of Strategic Planning and Research**

DATE: **December 22, 2021**

SUBJECT: **Downtown Fargo Parking Study**

The City-owned NP Avenue parking lot has the potential for another mixed-use development that could include a parking garage, housing and main floor commercial space. I have been discussing this concept with the owners of the adjacent parking and buildings on Broadway.

As commercial office space fills up Downtown, there will not be enough parking to meet all of the demands for parking. It would be extremely helpful to prepare a parking study to determine future parking needs and to provide an assessment of the need for a parking garage on the NP Avenue site.

Walker Consultants provided a proposal for a study. Walker is already very familiar with Downtown Fargo, having worked on several other projects for the City. The cost of the study is $25,000 and parking funds would pay this cost.

The Finance Committee has reviewed the attached proposal and recommends approval.

Recommended Motion

Approve an agreement with Walker Consultants to prepare a Downtown Parking Study.

WALKER CONSULTANTS

1660 S Highway 100, Suite 545
Minneapolis, MN 55416
952.595.9116
WalkerConsultants.com

December 15, 2021

Jim Gilmour
Director of Strategic Planning and Research
City of Fargo
225 4th Street North
Fargo, ND 58102

Re: Proposal for Parking Planning Services
Downtown Fargo Parking Study
City of Fargo, North Dakota

Dear Mr. Gilmour,

Walker Consultants (Walker) is pleased to submit this proposal to the City of Fargo ("City" or "Client") for parking planning services in Downtown Fargo, North Dakota. Included herein is our understanding of the project, our proposed scope of services, schedule, fee, and general conditions of agreement. We appreciate and thank you for the opportunity to propose on this assignment.

Downtown Fargo study area boundary.

PROJECT UNDERSTAONDING

Various development proposals are active, and planning is ongoing in Downtown Fargo. The project study area is defined as between 5th Avenue North on the north and the railroad tracks on the south, and between Roberts Street on the west and 4th Street North on the east. Development plans call for additional mixed-use commercial and residential space, and the City is involved in ongoing discussions about development, access, and parking.

The City of Fargo continues to evaluate development proposals and future parking needs in the area, including a potential parking garage on Northern Pacific Avenue. The City desires to ensure that parking supply is used as efficiently as possible, and ongoing future parking needs are met while maintaining a vibrant downtown. As such, the City desires a parking study be completed for the study area to evaluate current parking supply and users, future development and projected parking needs, and parking adequacy. The results of this study will inform stakeholder engagement and planning, including making strategic decisions on district parking needs and management to support future growth.

Based on this understanding, Walker proposes the following scope of services.

SCOPE OF SERVICES

Walker Consultants will perform the following work:

TASK 1: KICK-OFF AND REQUEST FOR INFORMATION

1. Meet with Client representatives via web conference to kick-off the project and project objectives, schedule, study area, project stakeholders, and milestones.

2. Collect (via a request for information to Client representatives, and any identified project stakeholders and related project personnel) data and information related to the following:

    a. Existing parking supply, occupancy land uses, ownership, parking use agreements, users, and user demand profiles
    b. Existing parking needs
    c. Future planned development, land uses, and phasing
    d. Future parking changes within the study area

TASK 2: EVALUATION AND ASSESSMENT OF CURRENT CONDITIONS

1. Review collected data, past studies, and work. Conduct supplementary desktop research and phone interviews with selected project stakeholders as needed.

2. Develop field data collection plan and confirm with Client. The parking facilities, day, and times of data collection will be identified in collaboration with Client.

3. Conduct field inventory counts of identified on and off-street parking inventory in the study area.

4. Conduct field parking occupancy counts in identified on and off-street parking facilities within study area on one typical representative day.

5. Summarize collected data in maps and figures, to be included and incorporated into final deliverables.

6. Analyze and summarize parcels, land uses, on and off-street parking supply, users, demand patterns, shared parking opportunities, and other known and relevant information about current parking conditions in the study area.

7. Evaluate information for issues, opportunities, key considerations, and questions.

8. Facilitate a virtual working session with Client representatives (and identified project stakeholders, as appropriate) to review and confirm existing conditions, review collected data, and address outstanding issues and questions.

9. Incorporate information from past studies, data collection, and the current conditions evaluation and data set into a parking needs model(s) of the district to be used to project future parking needs in Task 3.

TASK 3: SCENARIO DEVELOPMENT AND PARKING NEEDS MODELING

1. Confirm with Client the development scenarios (including phasing) to model future projected parking needs.

2. Incorporate collected information into the parking needs projection model started in Task 1.

3. Complete parking needs modeling, including phasing, and meet virtually with Client to discuss results and path forward.

TASK 4: RECOMMENDATIONS AND MEMORANDUM DEVELOPMENT

1. Produce a draft memorandum, to include a summary of process, findings, and conclusions. Based on results, draft memorandum will include conclusions and recommendations about future parking needs and potential supply options, phasing, and an assessment of the need for a garage on the Northern Pacific Avenue site. Submit draft copy of memorandum to Client representatives in PDF form for review and comment.

2. Consider comments received from Client and develop and issue final memorandum in PDF format.

SCHEDULE

Walker can commence work within one week of receiving a fully executed professional services agreement. Walker estimates that the proposed work and a draft memorandum can be completed within 60 days of receiving requested information from the Client. A final memorandum can typically be provided within two weeks of receiving Client comments on draft report. Draft reports will be considered final reports if no Client comments are received within 30 days of draft report issuance date.

PROFESSIONAL FEE

Walker proposes to perform the scope of work described within this proposal for a lump sum fee of $25,000. The proposed fee includes reasonable project-related reimbursable expenses consistent with the Scope of Services and in accordance with the attached General Conditions of Agreement.

TERMS AND CONDITIONS

The fees quoted herein shall remain firm for 60 days from receipt of this proposal. All services will be performed according to the terms and conditions of the attached General Conditions of Agreement for Consulting Services.

We thank you for the opportunity to assist you with this exciting project and look forward to providing the City with the high level of responsiveness and professionalism expected from Walker. Please review this proposal and let me know if you have any questions, or request changes.

Sincerely,

WALKER CONSULTANTS

Kevin White, AICP, CAPP
Parking and Mobility Consultant

Scott R. Froemming, PE
Vice President

Enclosures: General Conditions of Agreement for Consulting Services

AUTHORIZATION

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

CITY OF FARGO

Accepted by (Signature) _____

Printed Name _____

Title _____

Date _____

SERVICES

Walker Consultants ("WALKER") will provide the CLIENT professional services that are limited to the work described in the attached letter ("the services"). Any additional services requested will be provided at our standard hourly rates or for a mutually agreed lump sum fee. The services are provided solely in accordance with written information and documents supplied by the CLIENT and are limited to and furnished solely for the specific use disclosed to us in writing by the CLIENT. No third-party beneficiary is contemplated. All documents prepared or provided by WALKER are its instruments of service, and any use for modifications or extensions of this work, for new projects, or for completion of this project by others without WALKER's specific written consent will be at CLIENT's sole risk.

PAYMENT FOR SERVICES

WALKER will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice. If for any reason the CLIENT does not deliver payment to WALKER within thirty (30) days of date of invoice, WALKER may, at its option, suspend or withhold services. The CLIENT agrees to pay WALKER a monthly late charge of one- and one-half percent (1½%) per month of any unpaid balance of the invoice plus attorney's fees and other costs incurred to collect the unpaid sum.

STANDARD OF CARE

WALKER will perform the services in accordance with generally accepted standards of the profession using applicable building codes in effect at time of execution of this Agreement. WALKER's liability caused by its acts, errors or omissions shall be limited to the fee or $10,000, whichever is greater.

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

PERIOD OF SERVICE

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

NON-SOLICITATION

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

Fargo Police Department
Office of the Chief

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Memo

To: Dianna Baumann

From: Chief David B. Zibolski

Date: December 22, 2021

RE: **City Commission Agenda Item**

Dianna,

For the December 27, 2021 City Commission Meeting agenda, I would like to request approval to accept the Joint Powers Agreement for School Resource Officers between Fargo Public Schools and the Fargo Police Department. I will be happy to provide additional information or answer any questions at the meeting.

Recommended Motion: Accept and approve the Joint Powers Agreement between Fargo Public Schools and the Fargo Police Department.

Please contact me if you need any additional information.

Thank you,

David B. Zibolski
Chief of Police

JOINT POWERS AGREEMENT
FOR SCHOOL RESOURCE OFFICERS

This Joint Powers Agreement ("Agreement") is entered into this 14 day of December, 2021, by and between the City of Fargo, North Dakota, for the benefit of its Police Department ("Department"), and the Fargo Public School District ("District") pursuant to North Dakota Century Code (N.D.C.C.) ch. 54-40.3 and N.D.C.C. § 15.1-19-14(1). This Agreement supersedes any previous or prior Agreements between Department and District relative to School Resource Officers ("SRO").

RECITALS

1. Department provides law enforcement services and activities to the City of Fargo, North Dakota;

2. District is located within the city limits of Fargo, North Dakota;

3. Pursuant to N.D.C.C. § 15.1-19-14(1) a school district may create or designate a law enforcement unit; and

4. Department and District wish to cooperate to place sworn police officers at District locations and at District sponsored events to provide enforcement services, as defined by Section F of Appendix A, as required by the SRO program.

Now, therefore, in accordance with the mutual covenants provided herein, the parties are entering into this Agreement according to the following terms and conditions:

1. School Resource Officer. Department shall provide to District an SRO Sergeant and the number of SROs mutually agreed upon by the parties pursuant to Appendix A, Section A. Appendix A shall be fully incorporated herein.

2. School Resource Officer Locations. Department will assign a Sergeant SRO and SROs to various District locations and events. All locations and events are to be mutually agreed upon by the Parties. SROs assigned to District locations will provide law enforcement services at District locations. Department will make every effort to provide SROs at the locations and times requested by District.

3. School Resource Officer Qualifications and Duties. All SROs and the Sergeant SRO shall possess the qualifications described within subsection B of Appendix A and shall work to achieve the goals and objectives outlined in subsection C. The law enforcement services to be performed by each SRO are described within subsection F of Appendix A.

4. Compensation. District agrees to pay Department for a portion of the cost of the SRO Program, including fifty percent (50%) of the total annual cost of each full time SRO and the Sergeant assigned to the SRO Program, and fixed costs directly related to the SRO Program, including yearly vehicle expenses. District agrees to be responsible for fifty percent (50%) of

any yearly cost-of-living wage adjustment approved by the board of city commissioners. The total annual cost of the SRO Program assigned to District is described in Appendix B, which is hereby incorporated by reference.

District shall provide Department with the total payment for the initial year upon thirty (30) days of execution of this Agreement. Payment for future years shall be made on or before June 30 of each year. All payments due under this Agreement are subject to the annual appropriations of the majority of the Board of Education of the City of Fargo as determined on or before August of each calendar year.

5. Term. This Agreement shall be for a five-year term, expiring on the 30th day of June 2026, provided, however, that it shall automatically renew for an additional one-year term unless terminated. Either party may terminate this Agreement on one hundred and twenty (120) days prior written notice to the other party.

6. Liability. District and Department each agree to assume its own liability for any and all claims of any nature including all costs, expenses, and attorney's fees which in any manner may result from or arise out of this agreement or the services provided hereunder. Each party shall be responsible for its own acts and omissions and those of its officers or employees acting within the scope of their employment.

7. Notices. Notices provided for in this Agreement, unless expressly provided for otherwise, shall be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested with postage prepaid and addressed as follows:

If to the District:	If to the Department:
Superintendent Fargo Public School District 700 7th Street South Fargo, ND 58102	Chief of Police Fargo Police Department 105 25th Street North Fargo, ND 58102
With a copy to:	With a copy to:
Business Manager Fargo Public School District 700 7th Street South Fargo, ND 58102	City of Fargo Director of Finance 225 4th Street North Fargo, ND 58102

Notices delivered by mail shall be deemed effective three (3) days after mailing in accordance with this section. Notices delivered in person shall be deemed effective upon receipt. The provisions of this section do not supersede any statutes or rules of court regarding notice of claims or service of process. In the event of a conflict between this section and any statutes or rules of court, the statutes or rules of court shall govern.

8. Confidentiality. District is governed by the provisions of the Family Educational Right to Privacy Act ("FERPA"). SROs are considered school officials who District has determined have a legitimate educational interest and right to have access to educational records pursuant to 34 C.F.R. § 99.31. District and Department agree that Department is under the direct control of District with respect to the use and maintenance of the educational records to which SROs have access, and Department is subject to FERPA's use and re-disclosure requirements as stated in 34 CFR § 99.33(a). Department further agrees that all personally identifiable information ("PII") from education records will be held in confidence, only used for the purpose of obtaining the goals and objectives as outlined in Appendix A of this Agreement and will not be divulged to any unauthorized person without prior written consent of the student or parent, except as required by law. Department understand and agrees the limitation on disclosure prohibits an SRO from disclosing PII from education records to the other employees of the Department who are not acting as school officials pursuant to this JPA or from using information obtained from education records for any purpose other than specifically authorized by this JPA. The Parties agree the requirements contained herein shall survive termination of this Agreement.

   Department Policy 424 provides specific guidelines for the use of body-worn cameras (BWC) by Department employees while in the performance of official duties. All audio or video recordings obtained from a BWC are created for law enforcement purposes and shall be maintained by the Department. All BWC recordings are considered law enforcement unit records and are therefore not subject to the privacy protections of FERPA.

9. Independent Agencies. The parties to this Agreement shall perform as independent agencies under this Agreement. Neither party, nor its employees, agents, or representatives shall be considered employees of the other party for any purpose, including but not limited to, the application of Social Security Services Act, the North Dakota Unemployment Compensation Act, the North Dakota Workers Compensation Act, or any claims, demands, or suits. SROs assigned to District are employees of Department and not employees of District.

10. Assignment. Neither party may assign or otherwise transfer or delegate any right or duty without the other party's express written consent.

11. Entire Agreement. This Agreement, which is comprised of this Joint Powers Agreement and Appendices A and B, constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

12. Merger and Modification. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented, or amended in any manner, except by written agreement signed by all of the parties.

13. Severability. If any paragraph, sentence, clause, or phrase of this Agreement is for any reason invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement.

14. Government Purpose. All services or activities performed under or pursuant to this Agreement shall be deemed for public and governmental purposes only. It is the intention of the parties that all privileges, protections, defenses, immunities, and damage limitations afforded by law to the parties hereto shall remain in full effect. This Agreement shall not be construed, in any matter, to abrogate or limit the rights, defenses, immunities, exemptions, powers, duties or functions of either party hereto.

15. Authority for Agreement. This Agreement is made under the authority of Chapter 54-40.3 of the North Dakota Century Code relating to Joint Powers Agreements and Section 15.1-19-14(1).

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.

SIGNATURES

City of Fargo, a North Dakota Municipal Corporation

Timothy J. Mahoney, M.D.
Mayor

Date

Attest:

Steven Sprague, City Auditor

Fargo Police Department

David Zibolski
Chief of Police

12-21-21
Date

Board of Education of the City of Fargo

Rebecca Knutson
President

12/14/21
Date

Fargo Public School District

Dr. Rupak Gandhi
Superintendent

12/14/21
Date

Approved as legally sufficient (NDCC §54-40.3-01(2)):

Troy Seibel, N.D. Chief Deputy Attorney General

Date

Appendix A

A. NUMBER OF SROs:

Department shall provide one (1) Sergeant SRO each year. The number of SRO officers s requested or assigned may vary from year to year. District will notify Department of its needs no later than January 1 of each year for the following school year. Department will accommodate District request based on staffing levels at the time of assignment.

B. QUALIFICATIONS:

All SROs and the Sergeant SRO shall meet the following qualifications:

- Be a certified law enforcement officer by the State of North Dakota
- Have excellent communication skills
- Be able to relate well to children of all ages
- Possess good coordination and planning skills

C. GOALS AND OBJECTIVES:

The goals and objectives of the School Resource Officer program are as follows:

- Promote school safety and physical security of the students by assisting District in providing a safe learning environment, and to improve relationships between law enforcement officers and students. The program also attempts to promote a better understanding of the law enforcement officer's role in the community.

- Assist District administration with legitimate educational interests, including resolving issues regarding the health and welfare of staff and students.

- Provide for the protection of students and District staff from negative influences, and to assist in the maintenance of good order in and around schools.

- Act as an advisor to District administration in safety matters, violence reduction strategies, and legal aspects of the activities of students.

- Facilitate student learning in citizenship and related law education. Students will be provided with information about their civil rights and their responsibilities in the school and the community.

- Provide a positive role model to students and to foster a better understanding between the law enforcement community and the students and District staff.

- Assist students through counseling in law related problems and to assist students by mediating disputes. Attempts will be made to identify problems with students and guidance will be provided to students in addressing problems in a non-violent manner.

- Cooperate with District regarding discipline concerns, including cooperative determination as to whether student conduct is appropriate for school-level discipline or criminal charges. District shall notify the SRO of any violations of law within a reasonable time. If the facility SRO is unavailable, District shall provide notice to the SRO Sergeant.

- Department and District shall prepare and file any reports necessary in accordance with North Dakota Century Code (N.D.C.C.) Ch. 50-25.1. Department and District personnel must complete mandatory reporting training as required by law.

D. INSTRUCTIONAL RESPONSIBILITY:

SROs may provide lessons on law enforcement related topics at the request of District administration and offer suggestions for topics based on review of emergent concerns. SROs may teach the following topics on a regular basis. This list is not intended to be an all-inclusive list of subjects covered by SROs.

- Justification for rules of the law
- Consequences of crime
- Juvenile and adult criminal justice systems
- Career opportunities in law enforcement
- Substance abuse prevention
- Violence and crime prevention

In no way shall this provision be construed to authorize an SRO to engage in the profession of teaching as defined by N.D.C.C. § 15.1-13-01(3) unless the individual is licensed and in good standing with the North Dakota Education Standards and Practices Board.

E. SRO POLICIES AND PROCEDURES:

SROs shall adhere to the policies and procedures of the District. However, District and Department agree SROs are employees of the Department, not the District, and situations requiring police intervention may occur. Therefore, in the event a situation requires police intervention and the policies of the Department and District conflict, SROs shall follow the policies and procedures of the Department.

F. DUTIES AND RESPONSIBILITIES OF SROs:

- SROs will develop expertise in presenting various subjects to students and the District's staff, such as an understanding of various laws and the mission of the police.

- SROs will encourage individual and small group discussions about law enforcement related matters with students, District faculty, and parents.

- SROs will, upon request and whenever possible, attend meetings of the District's parent and faculty groups to solicit their support and understanding of the SRO program and promote awareness of law enforcement functions.

- SROs will, upon request and whenever possible, be available for conferences with students, parents, and District faculty members to assist them with problems of a law enforcement nature.

- SROs will be familiar with the community agencies offering assistance to students and their families, such as mental health clinics, chemical dependency treatment centers, etc.

- SROs shall, in accordance with Department policy, be armed at all times while working in their capacity as an SRO.

- SROs shall act as an instructor for specialized short-term programs when invited to do so by the District superintendent or a person designated by the superintendent.

- SROs shall coordinate their activities with the administrative staff of the District and will seek permission, advice, and guidance prior to enacting any program within a school.

- SROs will assist the District Superintendent, or a person designated by the Superintendent, in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest or any other potentially dangerous situation that may threaten the safety of students, school staff, or visitors to a school.

- Should it become necessary to conduct a formal police interview with a student, all SROs shall adhere to Department policy, District policy, and any legal requirements with regard to any such interview.

- SROs shall take law enforcement action in matters related to conduct and activities occurring at District locations and District sponsored events as necessary or required. As soon as possible or practical, SROs shall make District administration aware of any such action.

- SROs are expected to participate in school functions such as athletic events, dances, PTA programs, Fargo Public School Board meetings, and other school sponsored events when District and Department agree the SROs attendance is advantageous. When possible, SROs will adjust hours to attend these events. If needed, SROs will work overtime at the expense of the District to participate in these functions.

G. RULES AND GUIDELINES:

- SROs shall adhere to all state and federal laws. Similarly, SROs shall adhere to the policies and procedures in accordance with Paragraph E of this Appendix.

- SROs may transport a student in accordance with Department's policies and procedures when determined by the SRO to be appropriate or as otherwise approved by the SRO Sergeant.

- SROs shall, as prescribed by Department policy, wear the appropriate Department uniform, including all necessary and approved equipment, during work hours. SROs may wear the Department approved "soft uniform" at such times as deemed appropriate by the SRO and the SRO Sergeant. SRO must be outfitted in such a way to be always readily identifiable to District and other officers. SRO attire is solely the discretion of Department.

- SROs shall be equipped with a Department issued police radio that will enable SROs to have direct contact with the Department.

Appendix B

- Annual Cost of School Resource Officer - Salary & Benefits – City of Fargo 12P; Step 6 (2021)

• Salary	$72,134
• Health Insurance (City's share of Family Plan)	$13,341
• Dental Insurance (City's share of Employee Plan)	$500.40
• Disability Insurance (.002%)	$144.27
• Annual Leave (96 hrs x $34.68/hr)	$3,329
• Medicare Tax (1.45%)	$1,045
• Pension (14.2%)	$10,243

Total Cost of Salary & Benefits $100,736.67

- Uniforms and Equipment $1,000
- Police Vehicle $1,000
- Annual In-Service SRO Training $1,000

Total Annual Cost per School Resource Officer $103,736.67

****Fifty Percent (50%) of Total Annual Cost - $51,868.34**

- Annual Cost of School Resource Officer School Resource Officer Sergeant-Salary & Benefits – City of Fargo 15 P; Step 6 (2021)

• Salary	$86,674
• Health Insurance (City's share of Family Plan)	$13,341
• Dental Insurance (City's share of Employee Plan)	$500.40
• Disability Insurance (.002%)	$173.35
• Annual Leave (96 hrs x $41.67/hr)	$4,000.32
• Medicare Tax (1.45%)	$1,256.77
• Pension (14.2%)	$12,308

Total Cost of Salary & Benefits $118,253.84

- Uniforms and Equipment $1,000
- Police Vehicle $1,000
- Annual In-Service SRO Training $1,000

Total Annual Cost per School Resource Sgt. $121,253.84

**** Fifty Percent (50%) of Total Annual Cost - $60,626.92**

****Total cost for 7 SROs and SGT per year - $423,705.30**

THE CITY OF Fargo FAR MORE

PUBLIC WORKS/OPERATIONS

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

17

December 17, 2021

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

RE: 2022 Fire Pumper Truck Purchase – PBC 022818 (22)

Commissioners:

A cost evaluation process was started in spring 2021 for the purchase of a new 2022 Fire Pump Truck. Multiple vendors were contacted and proposals evaluated. It was determined that refurbishing one of our current pump trucks along with utilizing a purchasing consortium was the best solution for the purchase. The Sourcewell Cooperative Purchasing agency has contract number 022818-SPR (Fire Fighting Apparatus) available that meets all of the City of Fargo purchasing guidelines.

The review committee, consisting of Chief Dirksen, Lee Soeth and Tanner Smedshammer, determined this option and proposal met the specifications required of the Fire Department. A proposal synapses is attached for your clarification and consideration. This item has been approved by the Finance Committee at the December 20th, 2021's meeting. It is our recommendation to purchase from Spartan ERV (SPR) using the Sourcewell Buying contract. Funding for this project is included in the 2022 Vehicle Replacement Budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) Spartan Fire Pumper Truck thru Sourcewell for the total amount of $442,393.00. A 2-year lease will be procured for the full cost at the time the vehicle is received by the City of Fargo.

Respectfully Submitted,

Tanner Smedshammer
Fleet Management Specialist

SPARTAN
RESGROUP
EMERGENCY RESPONSE

Brandon, SD | Charlotte, MI | Ephrata, PA | Neligh, NE | Snyder, NE
SPARTANER.COM

Sourcewell
Formerly NJPA
Awarded Contract

Vendor Contract #022818-SPR

December 10, 2021

City of Fargo
Member #48661
637 Np Ave. N.
Fargo, ND 58102-4916

We are pleased to offer to you a refurbishment of your Spartan Pumper on a new chassis through the Sourcewell® Contract, based on the previously provided specifications/information.

MSRP	$466,308.00
Sourcewell Discount	$ (23,915.00)
Discount Percentage	5.13%
Total Contract Price	$442,393.00

Prices above do not include any Federal, State or local taxes.

We look forward to providing your agency with an industry leading apparatus. Our legacy of expertise means we build your apparatus from the ground up on a foundation ready to handle your specific response equipment and route needs. We strategically configure your apparatus design to represent the best possible mix of safety, speed, agility, ergonomics, and serviceability.

THE CITY OF Fargo FAR MORE

PUBLIC WORKS/OPERATIONS

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

December 21, 2021

(18)

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

RE: (2) Automated Side Load Refuse Trucks (RFP21203)

Commissioners:

On December 20th, 2021, proposals were received and read for two (2) Automated Side-Load Refuse Truck's. Proposals were submitted by the following vendors.

The results are as follows:

Auto Side Load Firm	Price w/Trade	Delivery
Sanitation Products (Labrie)	$493,286.00	8/15/2022
Northern Truck (Heil)	$517,250.00	6/1/2023
Olympic Sales (New Way)	$488,000.00	7/1/2023

The review committee consisting of Terry Ludlum, Dave Rheault, and Tanner Smedshammer determined that all vendors met the required specifications and the prices were within expected parameters. Based on Delivery expectation, our recommendation is to award Sanitation Products for the Auto Side Load Refuse Truck's. Funding for this project has been included in the 2022 Solid Waste budget.

SUGGESTED MOTION:

Approve the recommendation to purchase two (2) Automated Side Load Refuse Truck's from Sanitation Products for the purchase price of $493,286.00.

Respectfully Submitted,

Tanner Smedshammer
Fleet Management Specialist

Request for Proposals

2022 Auto Side Load RFP21203

12/20/21

Solid Waste Dept

Proposal Evaluation Summary

	Northern Truck	Olympic Sales	Sanitation Products
Body Manf.	Heil	New Way	Labrie
Body Model	Rapid Rail	Sidewinder29	Automizer
Chassis Make	Freightliner	Freightliner	Freightliner
Chassis Model	SD108	M2	M2
Price	$261,125.00	$251,500.00	$251,643.00
TOTAL PRICE FOR 2	$522,250.00	$503,000.00	$503,286.00
Trade in Unit 212	$5,000.00	$15,000.00	$10,000.00
TOTAL WITH TRADE	$517,250.00	$488,000.00	$493,286.00
Delivery	6/1/2023	7/1/2023	8/15/2022

CITY OF Fargo

Division of Solid Waste
2301 8th Avenue North
Fargo, North Dakota 58102
Phone: 701-241-1449
Fax: 701-241-8109

19

To: Utility Committee

From: Terry Ludlum, Solid Waste Utility Director (TL)
Scott Olson, Solid Waste Utility Engineer (SO)

Date: December 7, 2021

Subject: Project SW 20-01 – Landfill Scales and Maintenance Facility Change Orders

---

On September 17, 2020, the Commission approved the award of Project SW 20-01 in a Multiple Prime Contractor format. The project was awarded to Excavating Inc., Roers' Construction, Manning Mechanical and Superior Electric as shown below. Funding for construction of Project SW 20-01 has been provided for in the 2020-2021 Solid Waste Division budget.

Contract	Contractor	Substantial Completion Date*	Bid Amount
Civil Construction (CC)	Excavating Inc.	October 9, 2021	$1,667,745.40
General Construction (GC)	Roers' Construction	October 9, 2021	$810,000.00
Mechanical Construction (MC)	Manning Mechanical	October 9, 2021	$198,000.00
Electrical Construction (EC)	Superior Electric	October 9, 2021	$224,059.00
		Total	$2,899,804.40

*Incorrectly stated as October 15 in previous Change Order Request based on 9/24/20 Pre-Construction Meeting minutes. Updated to October 9 per contracts executed 9/29/20.

With previous Change Order approval, the current contract amounts and substantial completion dates are as follows:

Contract	Contractor	Current Substantial Completion Date	Current Contract Amount
Civil Construction (CC)	Excavating Inc.	November 30, 2021	$1,694,070.00
General Construction (GC)	Roers' Construction	December 15, 2021	$810,235.62
Mechanical Construction (MC)	Manning Mechanical	December 15, 2021	$201,098.00
Electrical Construction (EC)	Superior Electric	December 15, 2021	$224,059.00
		Total	$2,929,462.62

The following table shows the cost for the proposed change orders and associated change in the substantial completion date during this approval period (monthly):

Change Order	Contractor	Change in Sub. Completion Date	Change Order Amount
CC – No 3	Excavating Inc.	31 Days	$59,280.00
GC – No 3	Roers' Construction	0 Days	$(5,159.90)
MC – No 4	Manning Mechanical	0 Days	$(5,500.55)
EC – No 2	Superior Electric	0 Days	$1,723.45
		Total	$50,343.55

With Change Order approval, the updated contract amounts and completion dates would be:

Contract	Contractor	New Substantial Completion Date	New Contract Amount
Civil Construction (CC)	Excavating Inc.	December 31, 2021	$1,753,350.00
General Construction (GC)	Roers' Construction	December 15, 2021	$805,075.72
Mechanical Construction (MC)	Manning Mechanical	December 15, 2021	$195,598.00
Electrical Construction (EC)	Superior Electric	December 15, 2021	$225,782.45
		Total	$2,979,806.17

Detailed Summary of Change Orders

The project cost and time impacts to the **Civil Contractor** recommended changes are as follows:

CC – 3

Description: Lower & Bore Fargo Street Lights line that needed to be relocated for the Scalehouse approach.
Lower Cass County Electric line for Utility Installation at the Fargo Landfill Scalehouse.
Install Access Road from the Scalehouse to the Landfill Cells. Seeding in the Spring when the site is suitable.
Scalehouse Displays & Buzzer Boxes.

1. Lower & Bore Fargo Street Lights for Scalehouse approach.	$8,850.00
2. Lower Cass County Electric Line for Utility Installation at the Scalehouse.	$4,535.00
3. Install Access Road from the Scalehouse to the Landfill Cells.	$39,800.00
4. 2 – 4" LaserLight Remote Displays with Visa Mount Brackets.	$3,971.00
5. 3 – Buzzer Boxes for Scale Operator Notifications.	$2,124.00
Grand Total Change Order No. 3.	**$59,280.00**

Items 1 and 2 were necessary to accommodate the new approach into the East Landfill Campus This work included lowering the existing City of Fargo street light and Cass County electrical lines.

Due to favorable weather conditions and Contractor availability the Solid Waste Department asked the Civil Contractor for a price to install an engineered access road (Item 3) that will provide connectivity from the scales to the currently constructed Cells 18 and 19 as well as Cell 20 (2022). Approximate quantities for the work are shown below:

Item	Quantity
Strip Topsoil (~6")	1 LS
Remove and Replace Ex. Aggregate (~12")	80 CY
Remove Cover Soils (18")	600 CY
Waste Removal (~1.5' on slope)	350 CY
Controlled Fill (~1.5' on slope)	420 CY
Furnish and Install Aggregate (12")	300 CY
Furnish and Install Fabric	1,125 SY
Site Restoration	1 LS

The Contractor is expected to have the work completed, with exception of final seeding which will be done in the spring, by December 31, 2021.

Items 4 and 5 were requested by the Landfill Supervisor and scale operators. The remote displays (item 4) allow drivers on the incoming and outgoing scales to view the weights being recorded, while the Buzzer Boxes (item 5) notify scale house operators when a vehicle has entered the scales. These are options currently available at the West Campus and will provide consistency for drivers and operators.

Cost: $59,298.00

Added Contract Time: 31 Days

Reason: Utility Accommodations and City Requested Access Road & Scale Accessories

The project cost and time impacts to the **General Contractor** recommend changes as follows:

GC – 3

The General Contractor was able to locate composite panels that surround the operating windows at the scale house at a local supplier. Swapping these panels result in a cost savings of $6,100.

An exhaust louver located at the west wall of the new maintenance building included on the Mechanical Contractor's plan set was not included within the architectural plans submitted to the General Contractor. The cost associated with labor and materials to provide an exhaust louver opening is $701.50.

The cost to swap the originally planned privacy locks on the door of the customer restroom at the scale to a typical office function lock is $238.60.

Cost: $(5,159.90)

Reason: City Requested

The project cost and time impacts to the **Mechanical Contractor** recommended changes are as follows:

MC – 4

The original plans called the trench drain grates in the maintenance building to be galvanized. Upon delivery and inspection by Solid Waste staff it was determined galvanizing was not necessary and results in a cost savings of $5,500.

Cost: $(5,500)

Reason: City Requested

To project cost and time impacts to the **Electrical Contractor** recommend changes as follows:

EC-1

The Electrical Contractor's plan set did not indicate the electrical requirements for the City supplied air compressor at the maintenance building. The cost to provide power adequate for the compressor is $1,723.45.

Cost: $1,723.45

Reason: Not originally included on Electrical plans.

To date, change orders have totaled 2.76% of total construction costs, 1.34% of which is the added access road.

Process for Amending the Contract Documents; Changes in the Work

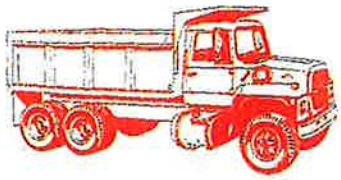
As provided in the specifications, and to avoid substantial construction schedule delays, Work Change Directives (WCD) were issued for the additional work described above. Acceptance of WCD's by Solid Waste (City) staff are provided after review and negotiation following Contractor proposal requests and submittal. WCD's are incorporated in subsequent Change Orders through formal Utility Committee and City Commission approval on this project.

SUGGESTED MOTION:

Approve the contract Change Orders as described above for project SW20-01.

Attachment

cc: Steve Sprague, City Auditor
Randy Hanson, Wenck Associates
Marcia Pulczinski, Stone Group Architects
Scott Anderson, Landfill Supervisor



EXCAVATING, INC. - FARGO

651 5th Street Ct. NW • West Fargo, ND 58078-2774
Office: 701-277-1884 • Fax: 701-277-8638

Change Order No. 3

Date of Issuance:	11/29/2021	Effective Date:	11/29/2021
Owner:	City of Fargo Landfill	Contractor's Project No.:	2002
Contractor:	Excavating, Inc. - Fargo	Engineer's Project No.:	00208-0154
Engineer:	Stantec/Stone Group Architects	Contract Name:	Landfill Scalehouse & Maintenance Facility
Project:	Fargo Scale & Maintenance Facility		

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

Description: Lower & Bore Fargo Street Lights line that needed to be relocated for the Scalehouse approach.
Lower Cass County Electric line for Utility Installation at the Fargo Landfill Scalehouse.
Install Access Road from the Scalehouse to the Landfill Cells. Seeding in the Spring when the site is suitable.
Scalehouse Displays & Buzzer Boxes.

1. Lower & Bore Fargo Street Lights for Scalehouse approach.	**$8,850.00**
2. Lower Cass County Electric Line for Utility Installation at the Scalehouse.	**$4,535.00**
3. Install Access Road from the Scalehouse to the Landfill Cells.	**$39,800.00**
4. 2 – 4" LaserLight Remote Displays with Visa Mount Brackets.	**$3,971.00**
5. 3 – Buzzer Boxes for Scale Operator Notifications.	**$2,124.00**
Grand Total Change Order No. 3.	**$59,280.00**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 1,667,745.40	Original Contract Times: Substantial Completion: 10/15/2021 Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 2 : $ 26,324.60	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 2 : Substantial Completion: 46 Calendar Days Ready for Final Payment: _____ days or dates
Contract Price prior to this Change Order: $ 1,694,070.00	Contract Times prior to this Change Order: Substantial Completion: 11/30/2021 Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: $ 59,280.00	[Increase] [Decrease] of this Change Order: Substantial Completion: 31 Calendar Days Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: $ 1,753,350.00	Contract Times with all approved Change Orders: Substantial Completion: 12/31/2021 Ready for Final Payment: 6/15/2022 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Construction Manager	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title _____	Title Estimator/Project Manager
Date: 12/2/2021	Date _____	Date 11/29/2021

From: Austin Stockert <austin@excavatinginc.com>
Sent: Tuesday, November 2, 2021 2:31 PM
To: Scott Olson; 'Hanson, Randy'
Subject: RE: Access Road & Cass County Electric Excavation & Street Light Lowering
Attachments: 10-31-21-INV 79470020025.pdf

Importance: High

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

Hello Scott,

Attached is the invoice from Parsons Electric. Our costs are below for the Street Lights and Cass Electric:

Parsons Invoice - $4,437.00
10% of Invoice - $444.00
Unit 235 – $185 x 3 Hours=$555.00 (Load truck from material below line for subgrade)
Unit 236 - $140 x 12 Hours=$1,680.00 (Expose Line, Excavate & Backfill for Subgrade below and above line, Pack with Plate Packer around line)
Unit 355 - $95 x 3 Hours=$285.00 (Haul out material)
Unit 408 - $105 x 2 Hours=$210.00 (Pack above line)
Labor/Grade - $75 x 12 Hours=$900.00 (Expose Line/Check Grade)
PM - $85 x 4 Hours=$340.00 (3 trips for coordination and meetings with City of Fargo Street Lights, Strata, and Parsons Electirc)

Grand Total Street Lights: $8,851.00

Cost for the Cass County Electric Line Excavation and Lowering:

Unit 235 - $185.00 x 11 Hours=$2,035.00 (Excavation to get enough slack to lower line)
Unit 236 - $140 x 8 Hours=$1,120.00 (Expose Line, Excavate & Backfill, Pack with Plate Packer around line)
Unit 413 - $115 x 3 Hours=$345.00 (Pack above line)
Labor/Grade - $75 x 11 Hours=$825.00 (Expose Line/Check Grade)
PM - $85 x 2.5 Hours=$212.50 (Coordinate with Cass County Electric to verify ability to lower service)

Grand Total Cass Electric Excavation & Lowering: $4,537.50

Grand Total Utility Lowering: $13,388.50, submit for $13,385.00

Let me know if you have any questions, Scott.

Thank you,

Austin Stockert

Estimator
Excavating, Inc. – Fargo
651 5th Street Court NW
West Fargo, ND 58078
www.excavatinginc.com
austin@excavatinginc.com
Office: 701-277-1884
Cell: 701-566-3954
Fax: 701-277-8638

From: Scott Olson <solson@FargoND.gov>
Sent: Tuesday, November 2, 2021 11:40 AM
To: Austin Stockert <austin@excavatinginc.com>; Hanson, Randy <randy.hanson@stantec.com>
Subject: RE: Access Road & Cass County Electric Excavation & Street Light Lowering

Thanks Austin, we will need to discuss the access road a little further internally and be in touch.

Did CCE send a bill for the street light lowering that I could take a look at?

Thanks again,

Scott Olson, PE
Solid Waste Utility Engineer
City of Fargo
Office: (701) 476-4087

From: Austin Stockert <austin@excavatinginc.com>
Sent: Tuesday, November 2, 2021 10:55 AM
To: Hanson, Randy <randy.hanson@stantec.com>; Scott Olson <solson@FargoND.gov>
Subject: Access Road & Cass County Electric Excavation & Street Light Lowering
Importance: High

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

Hello Randy and Scott,

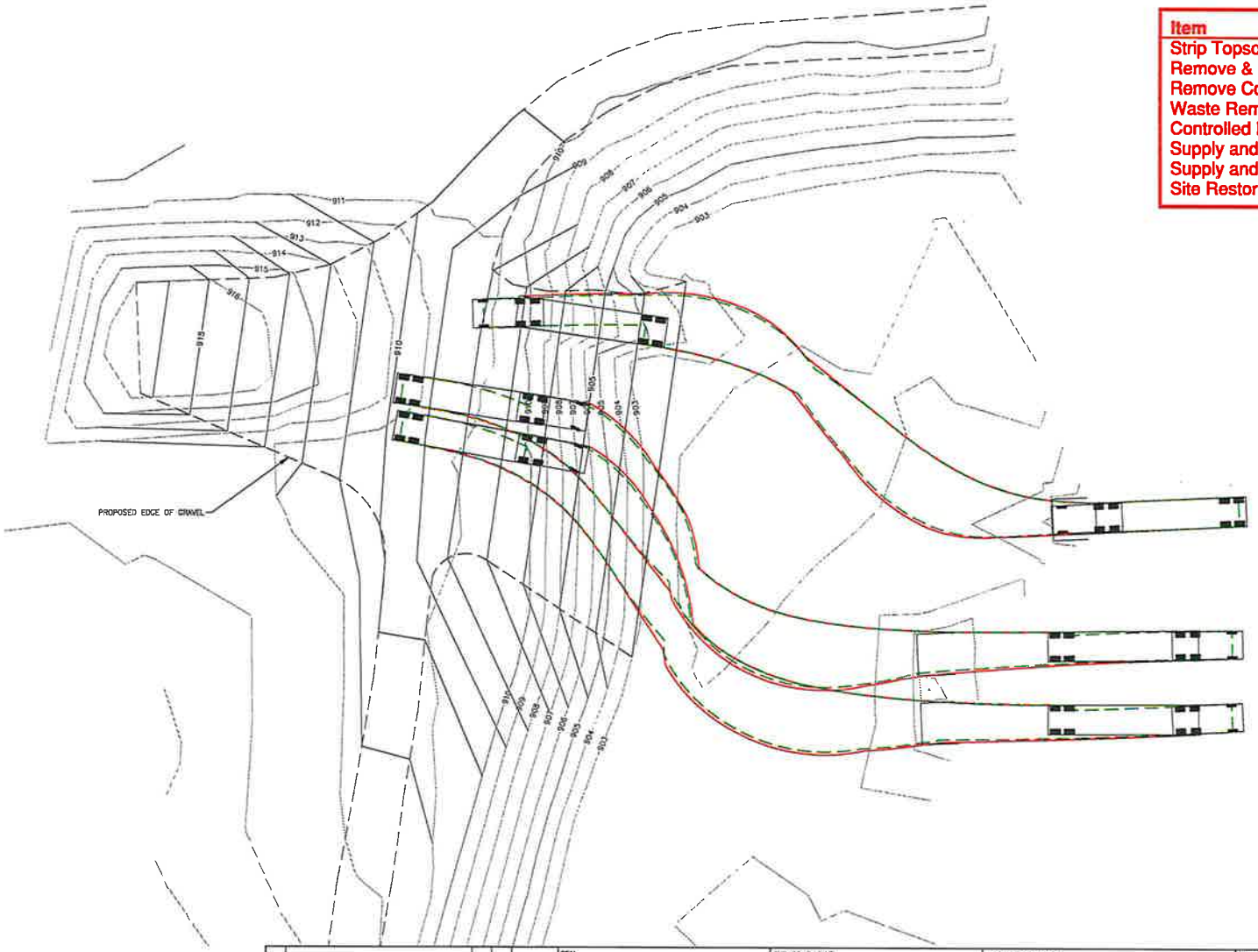
The cost for the Cass County Electric Excavation Lowering & Street Light Lowering is $13,385.00.
The cost for the Access Road based on the drawing quantities will be $48,800.00.

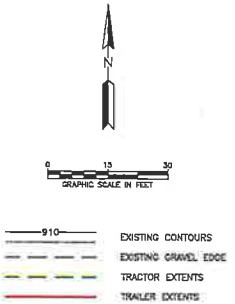
I thought I would send this e-mail first to get your thoughts. If the Access Road would be approved, I can put it all on one change order or I can just send one for Cass & Street Lights. Let me know if you have any questions.

Thank you,

Austin Stockert
Estimator
Excavating, Inc. – Fargo
651 5th Street Court NW
West Fargo, ND 58078
www.excavatinginc.com
austin@excavatinginc.com
Office: 701-277-1884
Cell: 701-566-3954
Fax: 701-277-8638

Item	Quantity
Strip Topsoil (~6")	1.00 LS
Remove & Replace Ex. Aggregate (~12")	80.00 CY
Remove Cover Soils (18")	600.00 CY
Waste Removal (~1.5" on slope)	350.00 CY
Controlled Fill (~1.5' on slope)	420.00 CY
Supply and Place Aggregate (12")	300.00 CY
Supply and Install Fabric	1,125.00 SY
Site Restoration (topsoil, seed)	1.00 LS





#	DESCRIPTION	XXX	XXX	XX/XX/XX
REV	REVISION DESCRIPTION	DWN	APP	REV DATE

SEAL

SUB CONSULTANT

PRIME CONSULTANT

Stantec

PROJECT TITLE

SHEET TITLE: Access Road Construction

DWN BY	CHK'D	APP'D	DWG DATE
JJT			OCT. 2021

SCALE: NO SCALE

PROJECT NO.	SHEET NO.	REV NO.
227701511	FIGURE 1	0

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Landfill Scale and Maintenance Facility Fargo, North Dakota	Contract For: General Construction Date: September 29, 2020	Change Order Number: G-003 Date: 12/1/2021
OWNER: *(Name and address)*	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** *(Name and address)*
City of Fargo 225 Fourth Street North Fargo, ND 58102	Stone Group Architects, Inc. 600 East 7th Street Sioux Falls, SD 57103	Roers Construction LLC 200 45th Street South Fargo, ND 58103

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Revise Scale House Door 001 Hardware to "office" function; delete electric stike. Add $238.60.
Provide metal building trim pieces for mechanical louver opening at west wall. Add $701.50
Revise Scale House composite panels from "Protean" brand to locally made. Deduct $6,100.00)

The original Contract Sum was	$	810,000.00
The net change by previously authorized Change Orders	$	235.62
The Contract Sum prior to this Change Order was	$	810,235.62
The Contract Sum will be decreased by this Change Order in the amount of	$	5,159.90
The new Contract Sum including this Change Order will be	$	805,075.72

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Stone Group Architects, Inc.	Roers Construction LLC	City of Fargo
ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
SIGNATURE	SIGNATURE	SIGNATURE
Marcia Pulczinski, Architect	MARK FROSAKER, CFO ~~David Wood, Construction Executive~~	Timothy Mahoney, Mayor
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
12.1.21	12-1-2021	
DATE	DATE	DATE

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User Notes: (3B9ADA5C)

200 S 45th St
FARGO, ND 58103
Ph : (701)356-5050

Change Request

To: Marcia Pulczinski (Stone Group
Stone Group

Number: 3
Date: 11/30/21
Job: 20-007 Fargo Landfill Maint & Scale
Phone:

Description: Composite Panels - Revised

We are pleased to offer the following specifications and pricing to make the following changes:
Switching the composite panel to A&R Roofing's panel (color: andoic clear) they make internally instead of the Protean Panel.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Composite Panels				$-6,100.00		$-6,100.00
					Subtotal:	$-6,100.00
					Total:	**$-6,100.00**

If you have any questions, please contact me at 701-356-5050.

Submitted by: Tyler Miller
Roers Construction Company

Approved by: _____
Date: _____

200 S 45th St
FARGO, ND 58103
Ph : (701)356-5050

Change Request

To: Marcia Pulczinski (Stone Group
Stone Group

Number: 4
Date: 10/22/21
Job: 20-007 Fargo Landfill Maint & Scale
Phone:

Description: Added Louver

We are pleased to offer the following specifications and pricing to make the following changes:

Adding a louver opening for louver not shown on architectural plans.
Included labor and material to cut opening, frame opening, and trim opening.

Labor - $360
Material - $250 - NOT TO EXCEED - WILL PROVIDE ACTUAL COSTS FROM SUPPLIER

Description	Labor	Material	Equipment	Subcontract	Other	Price
METAL BUILDING SUPPLIER	$360.00	$250.00				$610.00
					Subtotal:	$610.00
			Overhead	$610.00	10.00%	$61.00
			Profit	$610.00	5.00%	$30.50
					Total:	**$701.50**

If you have any questions, please contact me at 701-356-5050.

Submitted by: Tyler Miller
Roers Construction Company

Approved by: _____
Date: _____

200 S 45th St
FARGO, ND 58103
Ph : (701)356-5050

Change Request

To: Marcia Pulczinski (Stone Group
Stone Group

Number: 5
Date: 10/25/21
Job: 20-007 Fargo Landfill Maint & Scale
Phone:

Description: Switching Lockset on door 001

We are pleased to offer the following specifications and pricing to make the following changes:

Switching Lock on door 001 at the Scale House from a privacy lock to a Office Fuction lock.

- New Office Fuction Lock - $494
- Return of the Privacy Lock Set - ($224)
- 45% restocking fee from manufacturer - $101
- Deduct for removing electric strike - ($178)

- Total price from our supplier $193 plus tax

Description	Labor	Material	Equipment	Subcontract	Other	Price
DOOR/FRAME/HARDWA RE SUPPLIER		$371.00				$371.00
DOOR/FRAME/HARDWA RE SUPPLIER		$-178.00				$-178.00
tax		$14.48				$14.48
					Subtotal:	$207.48
			Overhead	$207.48	10.00%	$20.75
			Profit	$207.48	5.00%	$10.37
					Total:	**$238.60**

If you have any questions, please contact me at .

Submitted by:

Approved by: _____
Date: _____

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Change Order

PROJECT: *(Name and address)* Landfill Scale and Maintenance Facility Fargo, North Dakota	**CONTRACT INFORMATION:** Contract For: Mechanical Construction Date: September 29, 2021	**CHANGE ORDER INFORMATION:** Change Order Number: M-004 Date: 12/1/2021
OWNER: *(Name and address)* City of Fargo 225 Fourth Street North Fargo, ND 58102	**ARCHITECT:** *(Name and address)* Stone Group Architects, Inc. 600 East 7th Street Sioux Falls, SD 57103	**CONTRACTOR:** *(Name and address)* Manning Mechanical Inc. 4210 19th Avenue North Fargo, ND 58102

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Eliminate galvanized finish on maintenance building trench drain grates. Deduct $5,500.00

The original Contract Sum was	$	198,000.00
The net change by previously authorized Change Orders	$	3,098.00
The Contract Sum prior to this Change Order was	$	201,098.00
The Contract Sum will be decreased by this Change Order in the amount of	$	5,500.00
The new Contract Sum including this Change Order will be	$	195,598.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Stone Group Architects, Inc. ARCHITECT *(Firm name)*	Manning Mechanical Inc. CONTRACTOR *(Firm name)*	City of Fargo OWNER *(Firm name)*
SIGNATURE	SIGNATURE	SIGNATURE
Marcia Halverson Pulczinski, Architect PRINTED NAME AND TITLE	Scott Johnson, Vice President PRINTED NAME AND TITLE	Timothy J. Mahoney, Mayor PRINTED NAME AND TITLE
12.1.21 DATE	12-1-21 DATE	DATE

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User Notes: (3B9ADA64)

Manning Mechanical, Inc.

4210 19th Avenue N
Fargo, ND 58102
(701) 293-9774
Fax: (701) 293-6863
www.manningmechanical.com

CHANGE-ORDER PROPOSAL

DATE: 11.22.21

To: Stone Group Architects
Attn: Marcia

RE: Trench Drain Grates

We are providing a credit for not having the trench drain grates galvanized. After talking with Scott Olson and Terry Ludlum with the City of Fargo, it was approved to install the grates with the factory applied black e-coating on the grates.

Total Cost ($ 5,500.00)

If you have any questions, please contact our office. This proposal is valid for 30 days.

Sincerely,

Allan Hemstad
Project Manager/ Estimator

Manning Mechanical, Inc.

4210 19th Ave N, Fargo, ND 58102
Bus: 701-293-9774
Fax: 701-293-6863

Date: 11.22.21
Project Name: Landfill
Project #:
Time Extension To The Mechanical Contract - Days
Description: Credit for Trench Drain Grate Galvanizing

			MATERIAL		LABOR		
DESCRIPTION	**QUANTITY**	**UNIT**	**PER UNIT**	**SUBTOTAL**	**PER UNIT**	**SUBTOTAL**	**TOTAL**
MATERIAL							
Galavnizing or Trench Drain Grates	-1	Each	$ 5,500.00	($5,500.00)	0	0.00	($5,500.00)
	0	Each	$ -	$0.00	0	0.00	$0.00
					SUM	-	
Guarantee @ 2% of Material			2%	$ -			$0.00
RENTALS							
Backhoe	0	hours	$ 65.00	$ -			$0.00
Crane	0	hours	$ 200.00	$ -			
Power Scaffold	0	Per Week	$ 200.00	$ -			
Specialties							
LABOR							
Welder	-	hours			$84.00	$0.00	$0.00
Mechanic-Pipefitter / Plumber / Sheet Metal	-	hours			$84.00	$0.00	$0.00
Mechanic-HVAC / Service / Startup	-	hours			$92.00	$0.00	$0.00
Height Differential @ 10% of Crew Labor	10%				-	$ -	$0.00
Change order preparation @ 2% of Crew Labor	2%				-	$ -	$0.00
Project Coordination @ 2% of Crew Labor	2%				-	$ -	$0.00
Pipe Testing	0	hours				$ -	$0.00
Research	0	hours			$65.00	$0.00	$0.00
Trucking	0	hours			$50.00	$0.00	$0.00
Total - Crew Labor	-						
			Material:	($5,500.00)	**Labor:**	$0.00	

SUBCONTRACTOR	**Sub-total**	**15%**	**Total**
Site Utilities	$0.00	$0.00	$0.00
Controls	$0.00	$0.00	$0.00
Insulation	$0.00	$0.00	$0.00
Balancing	$0.00	$0.00	$0.00
Fire Protection	$0.00	$0.00	$0.00
Temporary Heat	$0.00	$0.00	$0.00
	Total Subcontractors		$0.00

	Subtotal	**($5,500.00)**
Sales Tax ***7.50%***		$0.00
	Subtotal	**($5,500.00)**
P&O ***0.15***		$0.00
	Subtotal	**($5,500.00)**
	Subcontractor	**$0.00**
	Subtotal	**($5,500.00)**
Bond ***1.00%***		$0.00
With Time Extension	**Total**	**($5,500.00)**
Without Time Extension	**Optional Total**	($5,500.00)

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Change Order

PROJECT: *(Name and address)* Landfill Scale and Maintenance Facility Fargo, North Dakota	**CONTRACT INFORMATION:** Contract For: Electrical Construction Date: September 29, 2021	**CHANGE ORDER INFORMATION:** Change Order Number: E-002 Date: 12/1/2021
OWNER: *(Name and address)* City of Fargo 225 Fourth Street North Fargo, ND 58102	**ARCHITECT:** *(Name and address)* Stone Group Architects, Inc. 600 East 7th Street Sioux Falls, SD 57103	**CONTRACTOR:** *(Name and address)* Superior Electric of Fargo LLC 1533 Tenth Street North Fargo, ND 58102

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Provide electrical connections to Maintenance Building air compressor. Add $1,723.45

The original Contract Sum was	$	224,059.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	224,059.00
The Contract Sum will be increased by this Change Order in the amount of	$	1,723.45
The new Contract Sum including this Change Order will be	$	225,782.45

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Stone Group Architects, Inc. **ARCHITECT** *(Firm name)*	Superior Electric of Fargo LLC **CONTRACTOR** *(Firm name)*	City of Fargo **OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Marcia Pulczinski, Architect **PRINTED NAME AND TITLE**	Marc Erbes, President **PRINTED NAME AND TITLE**	Timothy Mahoney, Mayor **PRINTED NAME AND TITLE**
12.2.21 **DATE**	12/2/2021 **DATE**	**DATE**

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User Notes: (3B9ADA57)

403 Center Avenue / Suite 300 / Moorhead, Minnesota 56560

FORMALLY DBA IMAGE group ARCHITECTURE & INTERIORS

Architect's Supplemental Instructions ASI-E2

PROJECT/: City of Fargo ARCHITECT'S PROJECT NUMBER: 1711
OWNER Landfill Scale & Maintenance Facility
Fargo, North Dakota

TO: Superior Electric of Fargo, LLC CONTRACT FOR: Electrical Construction
1533 10th St. N.
Fargo, ND 58102 DATE: October 13, 2021

The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

DESCRIPTION:

Air Compressor

1. **Sheet E-200, Plan 2/E-200**
   a. **Provide a 40 amp, 240 volt connection for an air compressor in the Maintenance Building. See attached revisions on sheet E200.**

2. **Sheet E-400, Panelboard Load Schedule**
   a. **Provide a 40/2 circuit breaker in Panel MP, see attached revisions to sheet E-400**

$1,723.45

ATTACHMENTS:

DRAWING SHEETS E-200 AND E-400

ISSUED BY:

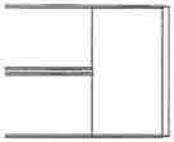
Marcia Pulkowski

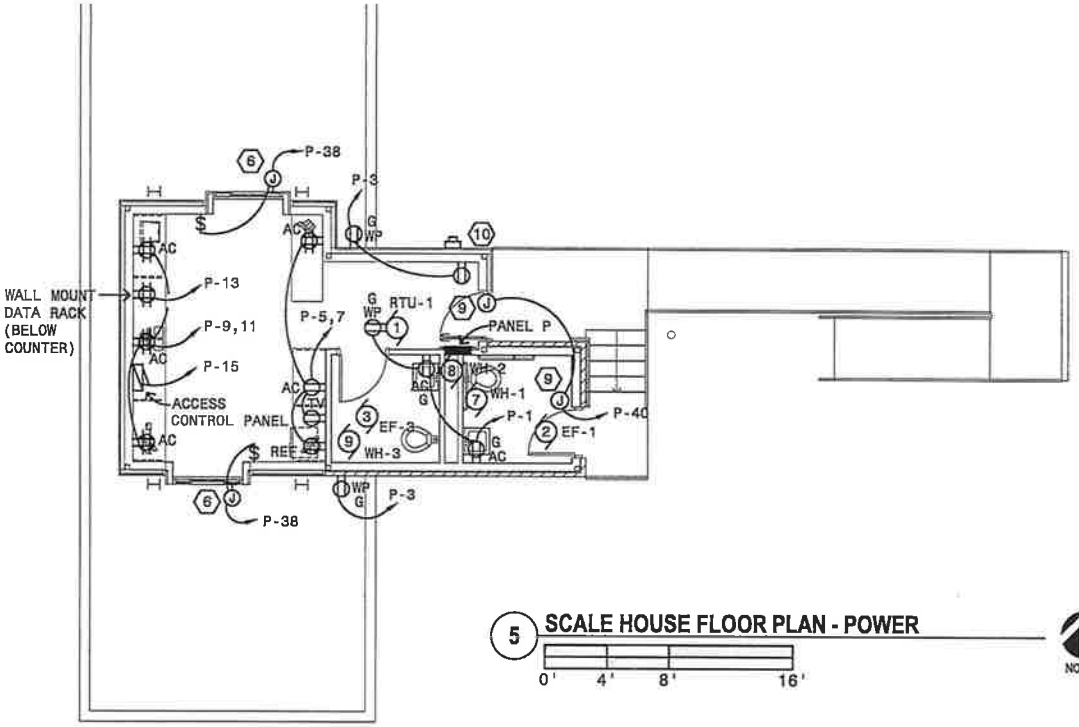
Stone Group Architects/Formally DBA IMAGE Group Architecture & Interiors

MENTS.

E
VATIONS

LABEL.



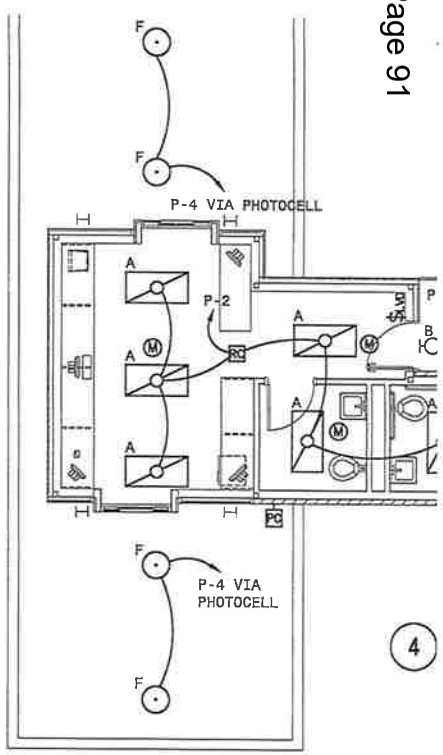


NORTH

5 SCALE HOUSE FLOOR PLAN - POWER

0' 4' 8' 16'

NORTH



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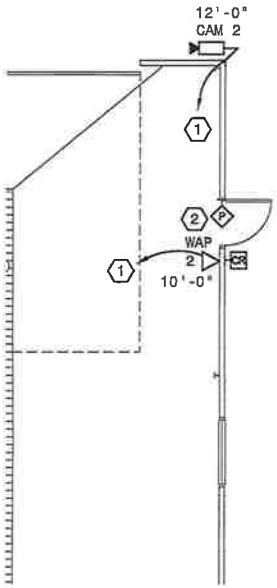
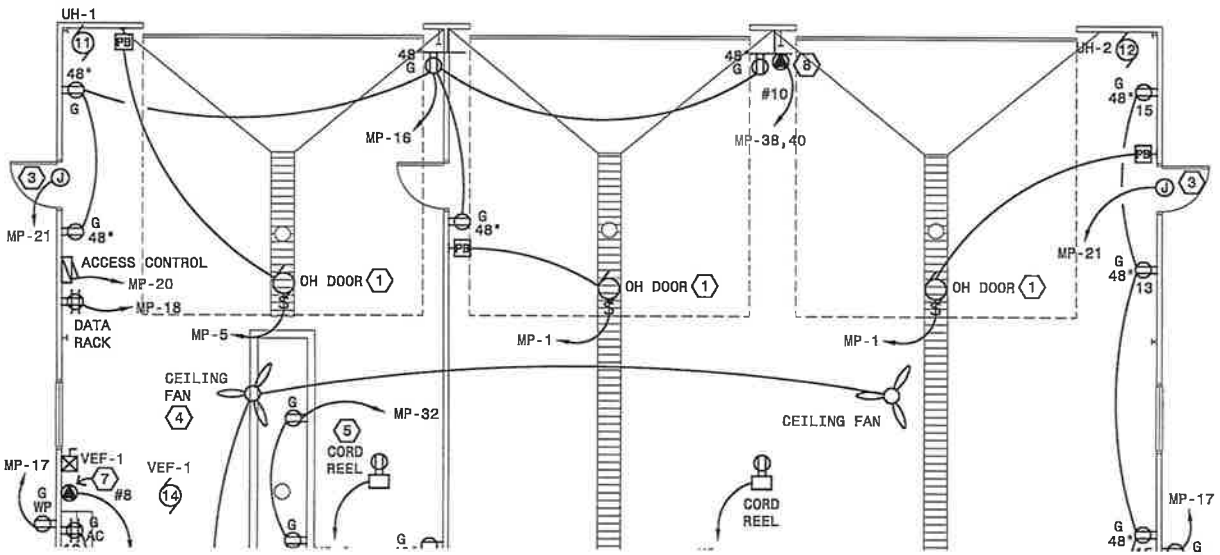
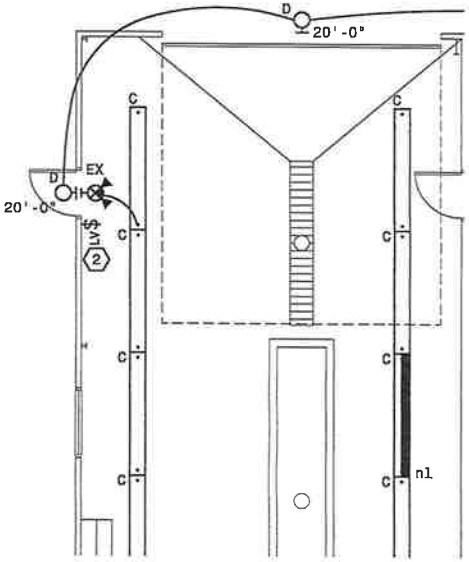






1			1200			OH DOOR	A	LIGHTING					900	20	1	2
1			1200			OH DOOR	B	LIGHTING					1150	20	1	4
1			1200			OH DOOR	A	LIGHTING					1150	20	1	6
1		200				CORD REEL	B	LIGHTING					1150	20	1	8
1		200				CORD REEL	A	EXTERIOR					800	20	1	10
1			800			CEILING FANS	B	BENCH				800		20	1	12
1		1000				SHOP	A	BENCH				800		20	1	14
1		1000				SHOP	B	SHOP				800		20	1	16
1		400				EXTERIOR	A	DATA RACK			800			20	1	18
1					1500	BATHROOM	B	ACCESS CNTRL			200			20	1	20
1			800			EXT DOORS	A	EF-4			1200			20	1	22
1			600			UN-1	B	EF-5			1200			20	1	24
1			600			UH-2	A	WH-4			200			20	1	26
1			600			UH-3	B	SITE					400	20	1	28
						VEF-1	A	LIGHTING					1150	20	1	30
2							B	PIT				400		20	1	32
1						SPARE	A	WELDER			3000			*50		34
1						SPARE	B				3000				2	36
1						SPARE	A	WELDER			2000			*30		38
1						SPARE	B				2000				2	40
1						SPARE	A	AIR			3750			40		42
1						SPARE	B	COMPRESSOR			3750				2	44
1						SPARE	A	SPARE						20	1	46
1						SPARE	B	SPARE						20	1	48
1						SPARE	A	SPARE						20	1	50
1						SPARE	B	SPARE						20	1	52

LOAD CALCULATIONS

YPE	VA / PHASE A	VA / PHASE B		TOTAL VA	DEMAND FACTOR	DIVERSIFIED LOAD
:NG	4,000	2,700		6700	1.00	6,700
CLES	2,400	3,200		5600	0.50	2,800
EQUIP	14,750	13,350		28100	0.90	25,290
EQUIP.	0	0		0	0.65	0
AC	0	1,500		1500	0.90	1,350
LARGEST MOTOR					0.25	0
TOTAL AMPS:		151		TOTAL VA:		36,140

NOTES:
1. BREAKERS NOTED WITH * TO BE GFCI

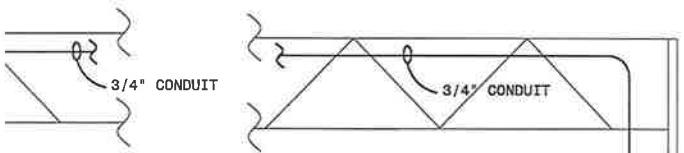
1

1	20	1		400				BATHRMS	A	TERIO
3	20	1		400				EXTERIOR	B	TERIO
5	20	1		600				OFFICE	A	TU-1
7	20	1		600				OFFICE	B	
9	20	1		600				OFFICE	A	WH-1
11	20	1		600				OFFICE	B	
13	20	1			800			DATA RACK	A	WH-2
15	20	1			400			ACCESS CTRL	B	
17	20		1650					SITE	A	WH-3
19		2	1650						B	
21	20				1000			GATE	A	PIT HEAT
23		2			1000				B	
25	40						3750	PIT HEATER	A	PIT HEAT
27		2					3750		B	
29	40						3750	PIT HEATER	A	PIT HEAT
31		2					3750		B	
33	20	1	900					PIT LIGHTS	A	PIT HEAT
35	20	1		1000				PIT	B	
37	20	1		1000				PIT	A	SCALE
39	20	1		1000				PIT	B	DOORS
41	20	1						SPARE	A	SPARE
43	20	1						SPARE	B	SPARE
45	20	1						SPARE	A	SPARE
47	20	1						SPARE	B	SPARE
49	20	1						SPARE	A	SPARE
51	20	1						SPARE	B	SPARE

LOAD CALCULATIONS

LOAD TYPE	VA / PHASE A	VA / PHASE B		TOTAL VA	DEMAND FACTOR	DIVERSIFIED LOAD
LIGHTING	2,850	2,150		5000	1.00	5,000
RECEPTACLES	2,600	3,600		6200	0.50	3,100
MOTORS & EQUIP	10,200	9,800		20000	0.90	18,000
KITCHEN EQUIP.	0	0		0	0.65	0
HEAT / AC	22,500	22,500		45000	0.90	40,500
LARGEST MOTOR					0.25	0
TOTAL AMPS:		278		TOTAL VA:		66,600

NOTES:
1. BREAKI



TO MATCH WALLS WHERE ATTACHED TO
IUMS OR OTHER FINISHED SPACES
TO VIEW.

AS HIGH AS POSSIBLE ACROSS OPEN

MOTOR AND EQUIPMENT SCHEDULE

MOTOR NO	DESCRIPTION OF MOTOR OR EQUIPMENT	LOCATION (ROOM NO)	LOAD IN HORSEPOWER (HP) OR FULL LOAD AMPS (FLA)	VOLTAGE, PHASE	PANEL AND CIRCUIT NUMBER OR MCC NUMBER	CONDUCTOR SIZE AND QUANTITY	GROUND CONDUCTOR SIZE	CONDUIT SIZE	CONTROLLER							
									MAGNETIC STARTER/DISCONNECT	STARTER SIZE	VARIABLE FREQUENCY DRIVE	MANUAL MOTOR CONTROLLER	OCCUPANCY SENSOR	CO/NO DETECTOR	CONTROLLER BY (DIV. NO.)	CONTROLLER LOCATION (ROOM NO.)
1	ROOF TOP UNIT RTU-1	ROOF	19A	240, 1	P-6,8	2 #10	#10	3/4"							23	ON U
2	EXHAUST FAN EF-1	BATH	80W	120, 1	P-2	2 #12	#12	1/2"					X		26	BA
3	EXHAUST FAN EF-2	BATH	80W	120, 1	P-2	2 #12	#12	1/2"					X		26	BA

	Description	Quantity	Total Material	Total Hours
1	3/4" CONDUIT - EMT	100	139.37	4.00
2	3/4" 1-H STRAP - EMT - STEEL	3	0.43	0.20
3	3/4" 2-PC CONDUIT STRUT CLAMP	10	16.05	0.64
4	3/4" SPRING STL CONDUIT CLAMP W/ BOLT	3	1.90	0.23
5	1/2" FLEX - STEEL	5	2.29	0.19
6	1/2" CONN FLEX DC SQUEEZE STRAIGHT	4	3.63	0.50
7	#8 THHN BLACK	250	149.90	2.19
8	#10 THHN GREEN	125	41.11	0.88
9	40A 2P BREAKER BOLT-ON	1	125.51	0.31
10	60A 250/600V DSN SW NON-FUS - NEMA 1	1	199.39	1.75
	Totals	502	679.59	10.88

	Final Pricing	Value ($)	Pct (%)
	Database Material (Extension)	679.59	
	Quoted Material		
	Material Tax	50.97	7.500
	Material Total	730.56	
	Direct Labor	761.60	
	Labor Total	761.60	
	Subcontractors		
	General Expenses		
	Total Cost	1,492.16	
	Database Material Overhead	73.06	10.000
	Labor Overhead	76.16	10.000
	Total Overhead	149.22	10.000
	Database Material Markup	40.18	5.000
	Labor Markup	41.89	5.000
	Total Markup	82.07	5.000
	Selling Price	1,723.45	
	Final Price	1,723.45	

CITY OF Fargo

Division of Solid Waste
2301 8th Avenue North
Fargo, North Dakota 58102
Phone: 701-241-1449
Fax: 701-241-8109

20

To: Utility Committee

From: Terry Ludlum, Solid Waste Utility Director TL

Scott Olson, Solid Waste Utility Engineer SO

Date: December 7, 2021

Subject: Stantec Engineering Task Order Amendment 2 – Landfill Scale and Maintenance Facility Project SW 20-01

Attached for your reference is a proposal from Stantec (formerly Wenck) to amend the Engineering task order for the amount of $4,800. The amendment is for extended construction administration time as well additional work included in *Project SW 20-01 Landfill Scale and Maintenance Facility.*

Background

The original task order by Stantec which was formally approved on April 6, 2020, with the work to be performed on a *Time and Expense* basis for an original amount of $61,660*. Following a previously approved task order amendment the current amount is $76,452.
The previous amendment incorrectly stated the original contract was $61,600 rather than the correct $61,660.

The updated task order includes the following:

Task	Current Cost	Additional Cost	Total Cost
100 – Civil Engineering and City Submittal	$ 21,600		$ 21,600
200 – Stormwater Management	$ 7,540		$ 7,540
300 – Topographic Survey	$ 3,260		$ 3,260
400 – Private Utility Coordination	$ 3,270		$ 3,270
500 – Construction Documents	$ 6,570		$ 6,570
600 – Construction Administration	$ 31,072	$ 4,800	$ 35,872
Additional Design Work Related to Revised Sanitary Sewer Alignment	$ 1,100		$ 1,100
Additional Topographic Survey and Grade Layout for Area West of Scales	$ 2,100		$ 2,100
Total	**$ 76,512***	**$ 4,800**	**$ 81,312**

****The previous amendment incorrectly stated the current cost following amendment 1 is $76,452. This amendment states the correct original and current contract prices.***

The previously amended *Task 500 – Construction Administration* included additional construction administration through the end of November. The additional cost included in this amendment is based on latest construction schedule provided by the Civil Contractor to complete an access road addition by December 31, 2021.

Recommendation

Approve the attached proposal for the amount of $4,800 to amend the current Engineering task order with Stantec for additional work related to Project SW 20-01 Landfill Scale and Maintenance Facility.

Stantec

Stantec Consulting Services, Inc.
3303 Fiechtner Drive Suite 100, Fargo, ND 58103

December 2, 2021
File: 227701511

Scott Olson
Solid Waste Utility Engineer
City of Fargo Division of Solid Waste
2301 8th Avenue North
Fargo, North Dakota 58102

Reference: Landfill Scale and Maintenance Facility Additional Work

Dear Scott:

This is a request for additional funds on the Landfill Scale and Maintenance Facility project. (SW 20-01).

ORIGINGAL PROJECT SCOPE

The original letter proposal dated March 9, 2020 and approved at the March 26, 2020 Utility Committee meeting included the following task items.

Task	Amount
100 – Civil Engineering and City Submittal	$ 21,600
200 – Stormwater Management	$ 7,540
300 – Topographic Survey	$ 3,260
400 – Private Utility Coordination	$ 3,270
500 – Construction Documents	$ 6,570
600 - Construction Administration	$ 19,420
Total	**$ 61,660**

PREVIOUSLY APPROVED ADDITIONAL PROJECT SCOPE

Task	Amount
Additional design work related to revised sanitary sewer alignment	$ 1,100
Additional topographic survey and grade layout for area west of the scales (from the scales to 100 feet west of the top of existing slope	$ 2,100
Additional construction duration	$ 11,652
Total	**$ 14,852**

ADDITIONAL PROJECT SCOPE

- We are requesting additional funds related to the extended construction duration. The contractor has requested a 31 calendar day extension to their contract to construct an access road west of the new scale layout.

December 2, 2021
Scott Olson
Page 2 of 2

Reference: Landfill Scale and Maintenance Facility Additional Work

We are requesting additional funds in the amount of $4,800 to cover the additional construction duration. With this request if would bring our task order total to $81,312.

The work will be completed at our current approved hourly rates and billed for actual hours worked with the above amounts not to be exceeded without approval.

If you have any questions or need further information on this request please contact Randy Hanson at 701-893-2313.

Regards,

Stantec

Randy L. Hanson
Senior Project Manager
Phone: 701-893-2313
Randy.hanson@stantec.com

C.C.

Estimated Fees
Civil Site Design
Scale House and Equip. Maint. Buildings

Fargo Landfill

Task	Project Manager /Senior Review	Project Engineer	Design Engineer	Field Technician	CADD	Clerical	Total Hours	Labor Total	Technologey Fee	Subcontractor/ Expenses	Total
Additional Construction Duration for Access Road Construction	6	10	2	15		1	34	$4,580	$220		**$4,800**
Totals:	**6**	**10**	**2**	**15**	**0**	**1**	**34**	**$4,580**	**$220**	**$0**	**$4,800**
										TOTAL:	**$4,800**

CITY OF Fargo

Division of Solid Waste
2301 8th Avenue North
Fargo, North Dakota 58102
Phone: 701-241-1449
Fax: 701-241-8109

21

To: Utility Committee

From: Terry Ludlum, Solid Waste Utility Director TL
Scott Olson, Solid Waste Utility Engineer SO

Date: November 30, 2021

Subject: Stantec Task Order: Project SW 22-01 Cell 20 Design and Construction Observation

---

Within the 2022 Solid Waste Capital Improvement Plan are appointed funds for the next phase of the proposed 25-year landfill reclamation and reuse project. **Project SW 22-01** includes the development of the Cell #20 area. The budgetary estimate for the project is $2,070,000 and it is estimated to take approximately twelve (12) weeks to complete. Please note that funds to complete the project have been appointed through the North Dakota Clean Water State Revolving Fund.

Attached for your reference is a proposed **Task Order from Stantec** (formerly Wenck) for professional engineering services related to Project SW 22-01. The **Services of Engineer** has been divided in to six phases with associated task costs as shown below:

	Description of Services		Amount
1	Basic Services		
a.	Preliminary and Final Design Phase	$	46,490.00
b.	Bidding and Negotiating Phase	$	6,390.00
c.	Construction Phase	$	55,280.00
d.	Resident Project Representative Services	$	49,940.00
e.	Post-Construction Phase	$	8,840.00
f.	Other Services (CWSRF)	$	7,430.00
TOTAL COMPENSATION (lines 1 a-f)		**$**	**174,370.00**

As provided within the proposal, the major cost component is within **Phase 1.c and 1.d** and is the project management and on-site personnel requirement. Stantec is proposing project management for approximately 30 hours per week for twelve (12) weeks and a Resident Project Representative or Field Technician/Certified Asbestos Inspector available for 50 hours per week for twelve (12) weeks. The North Dakota Department of Environmental Quality rules require that a Certified Asbestos Inspector be onsite if any existing waste is encountered and must be removed.

Industry standards for similar landfill project management and construction oversight are typically 8 to 10% of construction costs; Stantec's proposed cost is 8.4% of the anticipated construction cost for project management and an.

Given that the proposal falls within industry standards for similar projects and that the overall project costs are within the parameters of Solid Waste Division CWSRF loan amount, staff recommends moving forward with the attached proposed task order for professional engineering services associated with Project SW22-01 Cell 20 Design and Construction Observation.

Your attention in this matter is certainly appreciated.

Recommendation

Approve the attached task order from Stantec to provide Professional Engineering Services for Project SW22-01 Cell 20 Design and Construction Observation.

TASK ORDER
SW22-01

This is Task Order No. SW22-01 consisting of 8 pages.

Task Order Cell 20 Design & Construction Observation

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated **January 1, 2021** ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

a.	Effective Date of Task Order:	November 24, 2021
b.	Owner:	City of Fargo – Division of Solid Waste
c.	Engineer:	Stantec
d.	Specific Project (title):	Cell 20 Design & Construction Observation
e.	Specific Project (description):	Stantec will complete the design, bid package, bidding assistance, project management/coordination, construction observation and construction documentation for Cell 20 Construction at the Fargo Landfill. The project will consist of design work associated with Cell 20 construction, bidding assistance, construction management and construction quality assurance, and construction documentation. The prepared construction documents will follow the design allowed by site permit 260. Completion of this project will allow for additional waste disposal airspace for the facility.

2. Services of Engineer

Scope as follows:

Phase 01 – Preliminary and Final Design/Specifications

Stantec will complete design and technical specifications for the cell construction project to comply with federal, and State regulations, and current solid waste permit requirements while offering the necessary flexibility of operations for City staff. Specific activities that will be performed during the design phase are as follows:

1. Attend three (2) design meetings with the City of Fargo staff,
2. Determine the depth, quantities and types of soil and waste to be excavated to obtain design grades for Cell 20, stormwater retention areas and installation of the sanitary sewer based off existing test pitting and boring information,
3. Develop a perimeter grading layout and required stormwater ponds to control surface water
4. Design incoming sanitary sewer service on the north side of the landfill to accommodate the leachate collection system for Cells 20 through 23,

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5. Design access roads
6. Communicate with NDDEQ on any necessary changes from the proposed permitted layout,
7. Prepare design plans, technical specifications, Clean Water State Revolving Funds (CWSRF) specifications and bidding requirements. We understand work associated with the CWSRF facility plan, and loan application has already been completed and anticipate submitting a design submittal to NDDEQ for the CWSRF review and approval to bid,
8. Design submittal to City Departments for review and approval (sanitary sewer design will involve connection to City infrastructure and most likely crossing of 12th avenue to provide service to the site),
9. Prepare estimate of probable construction cost.

We anticipate the following drawings to be included in the design:

1. Title Sheet
2. Site Map
3. Existing Conditions & Erosion Control Plan
4. Cell 20 and perimeter grading plan
5. Sanitary sewer and leachate collection system design
6. Plan and profile of sanitary sewer
7. 2 Cross-section sheets
8. 2 Detail sheets

Phase 02 –Bidding Assistance

Stantec will provide bidding assistance to the City during the bidding period for the project. Specific activities that will be performed during the bidding phase are as follows:

1. Assist with bidder questions as they arise and compile a log of the questions and responses,
2. Issue addenda, if necessary,
3. Review bids and verify results,
4. Assist in completing an executed contract with the successful bidder,
5. Ensure CWSRF bid process is followed.

Phase 03 – Construction - Project Management

Stantec will provide project management services for the project. Skilled staff familiar with local, state and federal rules and requirements will ensure the project needs and requirements are met. The project manager will also be responsible for managing the project budget and weekly updates along with the following items:

1. Conduct a pre-construction meeting
2. Coordinate all project activities with the contractor and the City of Fargo
3. Oversee construction observation personnel during construction activities
4. Perform weekly progress meetings with on-site personnel and City staff; distribute meeting minutes
5. Review and reply on submittals
6. Assist with preparation of necessary change orders
7. Be available by telephone should any questions come up during construction and make site visit as necessary
8. Ensure project is completed per federal, state, and current solid waste permit requirements
9. Verify quantities to be used in determining contractor payments
10. Provide direction for properly handled materials when encountered; cover soils placed properly, excavation sideslopes maintained, minimum and maximum grades, etc.

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11. Ensure compliance with CWSRF requirements throughout construction (verification of compliance with Davis-Bacon wage rate determinations, complete payroll interviews, assist with NDDEQ site inspections
12. Provide final certification to NDDEQ to include CWSRF project closeout requirements

Phase 04 – Resident Project Representative

Construction observation/CQA will be completed by the Resident Project Representative to ensure the project is constructed per the contract documents. Stantec will provide a field technician who will observe the performance of the contractor and organize and maintain the necessary information required to document the construction. The field technician/asbestos inspector will also work closely with the contractor's surveyor to establish survey control for the contractor and to document grades and complete necessary environmental monitoring per the Site Health and Safety Plan requirements. In accordance with regulations, an asbestos supervisor is required on-site during the waste excavation to monitor waste materials and complete the required environmental monitoring, past projects have been completed using an asbestos inspector which received approval from NDDEQ, we anticipate this being the case for the waste excavation portion of this project as well.

Specific activities that will be performed during construction are as follows:

General

1. Observation of contractor progress and equipment on site
2. Communicate project activities with the project manager, contractor and the City of Fargo
3. Complete environmental monitoring per Site Health and Safety Plan
4. Coordinate construction activities with City staff
5. Daily records detailing work completed
6. Keep a construction photograph log
7. Collect necessary soil samples; coordinate with testing laboratory
8. Work with surveyor to establish survey control and document as-built locations and grade
9. Document quantities
10. Document OSHA required safety meetings
11. Verify use of materials/equipment meeting CWSRF requirements

General Excavation, Embankment, Stockpiling

1. Ensure materials are properly handled when encountered; soils and wastes excavated and placed properly, excavation sideslopes maintained, minimum and maximum grades are constructed, field moisture density testing, etc.
2. Monitor construction to ensure approved design is being met.
3. Coordinate survey data collection requirements with contractor's surveyor.
4. Coordinate with soils laboratory.
5. Ensure any leachate encountered is handled properly
6. Ensure surface water/stormwater inspections and monitoring are completed as required

Cell 19 Clay Barrier Placement

1. Coordinate field density and moisture content testing by nuclear methods to determine moisture content and densities of the clay liner.
2. Collect thin-wall Shelby tube samples for laboratory determination of permeability. (testing to be completed by third party laboratory).

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3. Collect bag samples of the clay liner for laboratory determination of Standard Proctor, Atterberg limits, grain size distribution, and USCS classification (testing to be completed by third party laboratory).
4. Coordinate the survey documentation requirements with contractor's surveyor.
5. Coordinate with soils laboratory.

60-mil HDPE Geomembrane Installation

1. Inventory and review of roll certifications.
2. Observe panel placement.
3. Monitor trial welds (startup weld).
4. Observe panel seaming.
5. Observe seam testing.
6. Observe geomembrane repairs.
7. Sample collection for destructive testing (testing to be completed by third party laboratory).
8. Compile test results of laboratory and field testing.

Granular Drainage Layer Installation

1. Provide observation of the installation of the granular drainage layer, to ensure there is no un-repaired damage to the HDPE liner.
2. Collect samples for laboratory determination of permeability, grain size distribution, and USCS classification (testing to be completed by third party laboratory).
3. Coordinate with soils laboratory.
4. Document the thickness of the granular drainage layer.
5. Coordinate survey documentation requirements with the contractors' surveyor.

Leachate Collection System Installation

1. Collect samples of the aggregate for grain size analysis (testing to be completed by third party laboratory).
2. Observe placement and document thickness of the aggregate.
3. Monitor and document HDPE pipe fusion and installation.
4. Monitor and document the pumps and controls installation.
5. Monitor and document the electrical installation.
6. Monitor and document sanitary sewer installation
7. Forcemain installation and connection to sanitary sewer.
8. Riser vault installation and associated piping.
9. Monitor, document installation of sanitary sewer system

Stantec has assumed a 12-week construction duration and to have a field technician available for 50 hours per week during the construction period. We have also anticipated some waste relocation being needed to accommodate stormwater ponds and sanitary sewer installation, we will provide an asbestos inspector as required by NDDEQ during waste relocation efforts.

PHASE 05 – Post Construction

Stantec will prepare a construction documentation report for this project, which includes key personnel, soil testing data, survey documentation, construction record drawings, photographs, and information collected during the construction. A narrative describing the construction sequence that summarizes the daily field notes will be included rather than the actual field notes. As-built drawings will consist of revised design drawings that have been marked with construction record details/modifications and not entirely redrafted. Stantec will be working with the contractor's surveyor for grade documentation and will rely on them to

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provide the necessary grade documentation that will be incorporated into the post construction documentation.

The documentation of the construction will be completed as the project progresses. This will allow a prompt submittal of the documentation report to NDDEQ, as well as the City. The documentation report will consist of:

1. Summary of construction noting any special circumstances or deviation from contract plans and specifications;
2. Summary of quality assurance testing and procedures;
3. Summary of environmental monitoring procedures and results
4. Survey documentation;
5. Construction photos; and
6. Record drawings
7. CWSRF project closeout requirements
8. Final certification to NDDEQ

The report will contain a summary statement certifying the construction was performed per the approved plans, specifications, and permit. A professional engineer registered in North Dakota will sign the summary statement. Stantec will provide copies of the documentation report for review and approval by NDDEQ regulators. Stantec assumes that four copies of the report will be sufficient.

A. Resident Project Representative (RPR) Services

The scope of services established in Paragraph 2 above includes RPR services, Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

B. Designing to a Construction Cost Limit

"Does not apply"

C. Other Services

Engineer shall also provide the following services:

None

D. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

None

4. Owner's Responsibilities

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Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

5. Task Order Schedule

In addition to any schedule provisions provided elsewhere, the parties shall meet the following schedule:

Party	Action	Schedule
Engineer	Furnish [2] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [15] days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [3] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [2] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [20] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within [5] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [3] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [5] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

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6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services		
a. Preliminary and Final Design Phase	$ 46,490.00	Hourly
b. Bidding or Negotiating Phase	$ 6,390.00	Hourly
c. Construction Phase *	$ 55,280.00	Hourly
d. Resident Project Representative Services*	$ 49,940.00	Hourly
e. Post-Construction Phase	$8,840.00	Hourly
f. Other Services (CWSRF)	$ 7,430.00	Hourly
TOTAL COMPENSATION (lines 1.a-f)	**$ 174,370.00**	

*Based on a 12-week continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits:

None

9. Attachments:

Table 1 - Detailed hour and cost breakdown

10. Other Documents Incorporated by Reference:

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11. Terms and Conditions

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

The Effective Date of this Task Order is November 24, 2021.

OWNER:	ENGINEER:
By: _____	By: Randy L. Hanson
Print Name: Terry Ludlum	Print Name: Randy L. Hanson
Title: Solid Waste Utility Director	Title: Principal
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Terry Ludlum	Name: Randy L. Hanson
Title: Solid Waste Utility Director	Title: Principal
Address: 2301 8th Avenue N, Fargo ND 58102	Address: 3303 Fiechtner Drive, Fargo ND 58103
E-Mail Address: tludlum@fargond.gov	E-Mail Address: Randy.hanson@stantec.com
Phone: 701-241-1552	Phone: 701-297-9600

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Table 1

Estimated Fees

Cell 20 Design SW22-01

Design, Bidding Assistance, Construction Management and CQA Services

City of Fargo Landfill
Permit 260

Phase	Task	Senior QC/QA	Project Manager	Project Engineer	Jr. Engineer	Field Technician	CADD	Clerical	Labor Total	Expenses	Technology Fee 5%	Total
1	**Design, Specifications, Bidding Assistance**											
	Preliminary and Final Design	10	20	20	65		100		$29,310		$1,470	**$30,780**
	Technical Specifications (including CWSRF items)	3	10	10	30			3	$8,170		$410	**$8,580**
	Update Site Health and Safety Plan	1	1	3	3		1	2	$1,560		$80	**$1,640**
	Construction Drawings	2	5	5	5		20		$5,220		$270	**$5,490**
											Subtotal	**$46,490**
2	**Bidding Assistance**	2	6	12	12		8	2	$6,080		$310	**$6,390**
3	**Construction - Project Management**	25	96	20	180			15	$51,500	$1,200	$2,580	**$55,280**
4	**Resident Project Representative**					600		15	$46,410	$1,200	$2,330	**$49,940**
5	**Documentation Report**	2	2	5	15	25	24	2	$8,410		$430	**$8,840**
6	**Clean Water State Revolving Fund Assistance**	2	8	10	10		8	2	$5,930	$1,200	$300	**$7,430**
	Totals:	**45**	**140**	**75**	**310**	**625**	**153**	**39**	**$162,590**	**$3,600**	**$8,180**	**$174,370**
											TOTAL:	**$174,370**

Note:
Laboratory fees to be paid directly by the City
Assumed 12 Week Construction Period
- Field Technician 50 hrs/week for 12 weeks
Rounding used on labor & technology fees

CITY OF Fargo

Division of Solid Waste
2301 8th Avenue North
Fargo, North Dakota 58102
Phone: 701-241-1449
Fax: 701-241-8109

MEMORANDUM

To: Utility Committee

From: Terry Ludlum, Solid Waste Utility Director (TL)
Scott Olson, Solid Waste Utility Engineer (SO)

(22)

Date: December 10, 2021

Subject: Stantec Task Order – Tier 2 Landfill Gas Sampling To Complete Title V NMOC Air Testing Requirements

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Attached for your reference is a task order from Stantec (formerly Wenck Associates). The proposal is for engineering services to complete Tier 2 *Non Methane Organic Compounds (NMOC)* Landfill Gas testing. The work is proposed to be performed on a T*ime and Expense* basis with a total base estimate of $16,900.

Background

In 2016, the North Dakota Department of Environmental Quality (NDDEQ) formally approved a permit modification for the City of Fargo landfill. The permit included continued operation of the current 160-acre site (West Landfill) and the reclamation and reuse of the 160-acre former landfill site (East Landfill).

In conjunction with the NDDEQ *Waste Management Division*, the landfill also falls under the regulations of the NDDEQ *Air Quality Division*, and the USEPA, which require renewal of a five-year *Title V Permit to Operate*. The existing permit is set to expire March 7, 2023, and the completed renewal application is due at least six months prior.

Previous discussions with the NDDH-AQD and the USEPA (May, 2017) revealed that although the completed application must be submitted six months prior, new standards require that the actual onsite collection of landfill gas emission samples must be completed by June 2022. Additionally, since the WMD Permit was modified since the approval of the existing Title V Permit, the regulatory interpretation (USEPA) was that the landfill is required to submit an increased number of samples, which are representative of the combined landfill sites.

This Stantec Task Order proposal will satisfy all testing requirements for both 160-acres landfill sites and is divided into the following four phases:

Phase 01 – Site Visit
Phase 02 – Sampling Plan
Phase 03 – Sample Collection
Phase 04 – Sampling Report and NMOC Rate Report

Phase 01 – Site Visit (Completed cost of $1,700)

Includes assessment of 27 previously installed sampling probes in the East Landfill to determine usability and compliance with NDDEQ-AQD & USEPA standards. Based on probe conditions, a methodology will be discussed with City staff regarding appropriate probe usage and standard gas sampling as used on the West Landfill.

Phase 02 – Sampling Plan (Estimated cost of $3,200)

Stantec will prepare a Tier 2 sampling plan describing procedures proposed for sampling for East and West landfills, which will be submitted to NDDEQ for review and approval prior to actual sampling.

Phase 03 – Sampling Collection (Estimated cost of $8,700)

Includes three samples from the gas header on the West Landfill and twenty-seven (27) samples from the designated probe sites on the East Landfill. Approved gas canister rental (Summa canisters) and laboratory analysis cost are included within proposal.

Phase 04 – Sampling Report and NMOC Rate Report (Estimated cost of $3,300)

Stantec will utilize laboratory findings to perform all calculations per USEPA requirements as provided and approved in the *Tier 2 NMOC Sampling Plan*. In addition, Stantec will also prepare a 5-year NMOC Emission Rate Report. If the calculated NMOC rate remains consistent, no reporting adjustments will be required, if sampling shows significant increases, sampling and reporting frequency adjustments may be required.

Recommendation

Approve the attached task order with Stantec to complete Tier 2 Non-Methane Organic Compound Air Testing as required by the North Dakota Department of Environmental Quality and USEPA. The work will be performed on a *Time and Expense* basis for an estimated base price of $16,900.

TASK ORDER
227702364

This is Task Order No. 227702364 consisting of 5 pages.

Task Order Tier 2 Sampling and Reporting

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated **January 1, 2021** ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

a.	Effective Date of Task Order:	November 24, 2021
b.	Owner:	City of Fargo – Division of Solid Waste
c.	Engineer:	Stantec
d.	Specific Project (title):	Fargo Landfill Tier 2 Landfill Gas Sampling
e.	Specific Project (description):	Stantec will complete the required sampling plan, sample collections, sampling report and NMOC Emission rate report. This is required to be completed every 5 years per current federal and state regulations. Ultimately this work will determine the NMOC emission rates of the facility and project them out over the next five years.

2. Services of Engineer

Scope as follows:

Phase 01 – Site Visit

Stantec will visit the Fargo Landfill site to determine if any of the semi-permanent probes placed in the East Landfill for the last sampling event have been damaged. If any of these probes are damaged, Stantec will discuss with City of Fargo staff whether additional semi-permanent probes should be installed, or if standard gas sampling procedures should be used as an alternative for the East Landfill.

If any probe replacements are requested, Stantec will provide an additional cost estimate to City of Fargo staff before proceeding with the installation.

Phase 02 –Sampling Plan

Stantec will prepare a Tier 2 Sampling Plan describing the methods and procedures proposed for the sampling. All sampling locations will be identified for ND DEQ review and approval, including any semi-permanent probe replacements. The plan will also describe the procedures used to average West and East Landfill gas sample results. Stantec will provide both a draft and final report for City of Fargo staff. Stantec is available to submit the plan to ND DEQ upon City of Fargo request.

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Stantec anticipates up to two conference calls with ND DEQ staff to discuss sampling locations.

Phase 03 – Sample Collection

Stantec will collect three samples from the gas header for the West Landfill, along with one sample at each of the semi-permanent probes. Alternative locations may be sampled upon request. An additional cost estimate may be provided if boring equipment rental is required to collect samples from alternative locations. Composite sampling procedures, as allowed by EPA and ND DEQ, will be used, with up to five separate one liter samples included in each Summa canister.
Summa canister rental and laboratory analysis costs are included in the cost estimate.

Phase 04 – Sampling Report and NMOC Emission Rate Report

Stantec will prepare a Tier 2 Sampling Report that describes the sampling and laboratory procedures, sample locations, laboratory results, and average NMOC concentration. Both a draft and final report will be prepared. Stantec is available to submit this report to ND DEQ upon request.

In addition to the Tier 2 Sampling Report, Stantec will also prepare the 5-Year NMOC Emission Rate Report. This report will use the applicable EPA landfill gas generation equations, methane potentials, and degradation rates from 40 CFR 60 Subp. XXX for comparison to the 34 Mg/yr NMOC threshold. If projected emissions remain below 34 Mg/yr for the next five years, no additional NMOC reporting will be required during this time period. Stantec will confirm historical and projected waste acceptance rates with City of Fargo staff. In addition, nondegradable waste may be identified and removed from the landfill gas generation calculations.

If predicted NMOC emission rates are above 34 Mg/yr NMOC, then Stantec will discuss additional compliance options such as surface methane monitoring with City of Fargo staff.

A. Resident Project Representative (RPR) Services

"Does not apply"

B. Designing to a Construction Cost Limit

"Does not apply"

C. Other Services

Engineer shall also provide the following services:

None

D. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

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3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

None

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

5. Task Order Schedule

In addition to any schedule provisions provided elsewhere, the parties shall meet the following schedule:

The site visit will be conducted as soon as a notice to proceed is issued. We anticipate the site visit to be completed within 5 days of notice to proceed, weather permitting.

The Sampling plan will be submitted to the City in draft and final form along with a final submittal to NDDEQ for review and approval.

Once the sampling plan is approved by NDDEQ the sampling collection will commence with samples sent offsite to a third-party laboratory for analysis. The sampling portion of the project is required to be completed by June 8, 2022

The final NMOC emission rate report findings will be reviewed with the City prior to submittal to NDDEQ

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services		
a. Site Visit	$ 1,700.00	Hourly
b. Sampling Plan	$ 3,200.00	Hourly
c. Sample Collection *	$ 8,700.00	Hourly
d. Sampling Report & NMOC Emission Rate Report*	$ 3,300.00	Hourly
TOTAL COMPENSATION (lines 1.a-f)	**$ 16,900.00**	

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

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B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits:
None

9. Attachments:

None

10. Other Documents Incorporated by Reference:

11. Terms and Conditions

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

The Effective Date of this Task Order is November 24, 2021.

OWNER:	ENGINEER:
By: _____	By: Randy L. Hanson
Print Name: Terry Ludlum	Print Name: Randy L. Hanson
Title: Solid Waste Utility Director	Title: Principal
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Terry Ludlum	Name: Randy L. Hanson
Title: Solid Waste Utility Director	Title: Principal
Address: 2301 8th Avenue N, Fargo ND 58102	Address: 3303 Fiechtner Drive, Fargo ND 58103
E-Mail Address: tludlum@fargond.gov	E-Mail Address: Randy.hanson@stantec.com
Phone: 701-241-1552	Phone: 701-297-9600

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CITY OF Fargo

Metropolitan Area Transit
650 23rd Street N
Fargo, ND 58102
Phone: 701-241-8140
Fax: 701-241-8558

December 27, 2021

23

Board of City Commissioners
Fargo City Hall
200 North Third Street
Fargo, ND 58102

Re: RFP 20103

Dear Commissioners:

The renovation project at the Ground Transportation Center (GTC) required modifications to repair the broken post-tension tendon along Grid 3 of the bus deck. The change is a result of unforeseen conditions regarding the bus deck as construction progressed.

Amendment No. 5 is for a structural assessment of the bus deck as it relates to the broken tendon. The total change is for an increase of $4,015.08.

The available funding within the grants for the project will cover the proposed change amounts.

The requested motion is to approve Amendment No. 5 to the contract between the City of Fargo and KLJ, Inc. for the amount of $4015.08.

Thank you.

Sincerely,

Julie Bommelman
Transit Director
City of Fargo

\Attachment

AMENDMENT TO ENGINEER-OWNER AGREEMENT
Amendment No. 5

Background Data

a. Effective Date of Engineer-Owner Agreement: April 2019

b. Engineer: Kadrmas, Lee & Jackson

c. Owner: City of Fargo

d. Project: GTC Remodel

e. This Part of the Project: Broken P/T Tendon along Grid 3

Nature of Amendment (check all that apply)

- ☒ Additional services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications to payment to Engineer
- ☒ Modifications to time(s) for rendering Services

Description of Modifications

KLJ's scope of services have been modified as identified in the Exhibit A.5 attached.

Agreement Summary

a. Original agreement amount:	$332,740.08
b. Net change for prior amendments:	$(1,129.17)
c. This amendment amount:	$4,015.08
d. Adjusted Agreement amount:	$335,625.99

Engineer and Owner hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is October 15, 2020.

ENGINEER: Kadrmas Lee & Jackson, Inc.

Mark Anderson

By: Mark Anderson

Title: Vice President, EPW

Date Signed: 10/26/2020

OWNER: City of Fargo

By: Tim Mahoney, MD

Title: Mayor

Date Signed:

Contract Amendment No. 5
October 15, 2020
Architectural/Engineering Services
GTC Remodel
GTC Design Bid Build
Fargo, ND

Engineer's Services

The following modifications have been made to the scope of work included in the original contract between city of Fargo and KLJ dated April 2019. The changes are a result of the discovery of a broken post-tensioned (P/T) tendon along Grid 3. The additional scope will include a structural assessment of the deck as it relates to the broken tendon and associated coordination between design team and owner.

I. Structural Assessment
   A. One site visit by KLJ to review and document the broken P/T tendon.
   B. Kimley-Horn will perform an analysis on the existing deck to determine if it is feasible to abandon the broken tendon or if it will need to be repaired. Analysis will include evaluation of the existing conditions as well as consideration of the future renovations to the existing canopy.
   C. Kimley-Horn will prepare a letter of memorandum with the results of their findings.

II. Project Management & Coordination
   A. KLJ's project manager will provide coordination between owner and design team.

III. Schedule
   A. Letter of memorandum to be provided to City within one week of receipt of executed contract amendment.

IV. Services not included:
   A. Cost estimates for tendon repairs.
   B. Development of construction documents and construction administration associated with repairing the existing tendon.
   C. Construction administration associated with abandoning the existing tendon.

KLJ

ENGINEERING FEES

GTC REMODEL - Contract Amendment #5 (October 15, 2020)									
1.	**Direct Labor**	**Hours**	**X**	**Rate**	**=**	**Project Cost**		**Total**	
	Project Assistant	2	X	25	=	$	50.00	$	50.00
	Project Manager	6	X	58	=	$	348.00	$	348.00
	Senior Project Manager	1	X	76	=	$	76.00	$	76.00
			X		=	$	-	$	-
			X		=	$	-	$	-
			X		=	$	-	$	-
			X		=	$	-	$	-
			X		=	$	-	$	-
			X		=	$	-	$	-
			X		=	$	-	$	-
			X		=	$	-	$	-
			X		=	$	-	$	-
	Subtotal				=	$	474.00	$	474.00
2.	**Overhead/Indirect Cost (expressed as indirect rate x direct labor)**						185.39%	$	878.75
3.	**Subcontractor Costs**					$	2,500.00	$	2,500.00
4.	**Materials and Supplies Costs**					$	-	$	-
5.	**Travel Costs**					$	-	$	-
6.	**Fixed Fee**						12%	$	162.33
7.	**Miscellaneous Costs**							$	-
	Total Cost				=			**$**	**4,015.08**

Metropolitan Area Transit
650 23rd Street N
Fargo, ND 58102
Phone: 701-241-8140
Fax: 701-241-8558

24

December 27, 2021

Board of City Commissioners
Fargo City Hall
200 North Third Street
Fargo, ND 58102

Dear Commissioners:

Metro COG recently undertook the task of conducting a study regarding a five-year plan for Transit, the Transit Development Plan (TDP). The TDP is a federal requirement and provides a five-year vision and guidance for the overall Transit system with an emphasis on future needs and sustainable growth.

The MATBUS Transit Authority Study process was guided by a team that included administration, staff, professional consultants, State and Federal partners, social service agencies and Metro COG. In addition, extensive public input was solicited during the process. Unfortunately, COVID presented unique challenges, causing delays throughout the project life.

Attached is the Executive Summary from the Transit Development Plan for adoption by the City of Fargo, the complete study is quite voluminous but available in the Transit Department upon request. The plan will not result in any immediate changes, but merely lays the foundation for Transit services over five years.

Requested motion: Adopt the attached MATBUS Transit Development Plan.

Thank you.

Sincerely,

Julie Bommelman
Transit Director
City of Fargo

\Attachment

MATBUS 2021-2025 TRANSIT DEVELOPMENT PLAN
EXECUTIVE SUMMARY

PROJECT PURPOSE

To develop a five-year transit plan to guide MATBUS service, with an emphasis on future needs and sustainable growth

EXISTING CONDITIONS

Data driven analysis of current services to identify strengths and weaknesses

- Service summary
- Community + demographic review
- System performance

Key Takeaways from Outreach & Analysis:

- Many people prefer investing resources in building up frequency and/or span as opposed to providing additional coverage.
- Sunday service is seen as VERY desirable.
- Service and/or service improvements desired/mentioned at several specific locations, including the new Amazon distribution center
- Analysis shows strong ridership along key corridors between major activity centers.
    - Some other areas appear to have lower ridership.
- Need for effective pedestrian infrastructure and land use designs amenable to transit use.

ENGAGEMENT ACTIVITIES

- Community Survey: 760 responses
- 3 Stakeholder Meetings: 20 attendees
- 2 Virtual Open Houses: 16 attendees
- GTC Boards
- Wikimap: 43-point specific comments, 25 routes drawn
- Continued outreach and interviews

Engagement Findings:

POLICY RECOMMENDATIONS

- Strategic Planning
- Service and Performance Guidelines
- Bus stop GIS Layer
- Metro Consolidated Human Services Transportation Plan (CHSTP)

SERVICE PLAN RECOMMENDATIONS

FARGO

Focus on the addition of bi-directional, corridor-based services

New Route 8 – Crosstown service providing direct connection to Moorhead

Most significant investment impacts:

Enhancing transit frequency

Development of Sunday service network

Restructuring service in West Fargo

MOORHEAD

Consolidation and simplification of Routes 1, 2, and 5

Addition of bi-directional, corridor-based services

Adjustment and simplification of Route 4 (North Moorhead/Dilworth Wal-Mart), and Route 6 (Dilworth)

New Route 8 – Crosstown service covering Moorhead and providing direct connection to West Acres

Major investments in frequency and weekend service

Phase	Total Peak Vehicles	Annual Revenue Hours	Annual Operating Cost
Current	33	134,021	$12,061,845
Phase 1	33	134,021	$12,061,845
Phase 2A	37	149,580	$13,462,137
Phase 2B	45	178,998	$16,109,727
Phase 2C	50	201,422	$18,127,925
Phase 2D	54	218,912	$19,702,025
Phase 2E	54	234,123	$21,071,056

METROCOG
Prepared by:
SRF AECOM

TDP RECOMMENDATIONS

Service Recommendations

Route Recommendations are outlined in Chapter 7: Proposed Service Plan on page 179. This chapter includes route alignment changes to current routes, recommendations on service headways, and new routes. Implementation of the service expansion is outlined in a phasing plan on page 234, with capital and operational impacts listed on page 236.

Strategic Recommendations

Policy and strategic recommendations are outlined in Chapter 8 on page 239. These include bus stop spacing and amenity standards, and service performance guidelines. An updated bus stop GIS layer with ridership information and shelter availability was developed and delivered as part of this project.

CHSTP Recommendations

Listed under Chapter 11 on page 260, the Consolidated Human Services Transportation Plan (CHSTP) was a standalone task of the TDP and provides regional recommendations to transit and human service providers on transportation coordination.

The top priority for implementation is the establishment of a coordination and communication forum for transportation providers that meets regularly, to which social and human service providers may be invited as well. The forum could meet quarterly to discuss the identified needs and implementation of further strategies, which are outlined on page 294.

CHAPTER 1: PROJECT BACKGROUND

Metro Area Transit – MATBUS – is a transit provider collectively operated by the Cities of Fargo and Moorhead to provide fixed-route and demand-response transit service in the Fargo- Moorhead Metropolitan Area – specifically Fargo, West Fargo, Moorhead, and Dilworth.

The Cities of West Fargo and Dilworth contract for service from Fargo and Moorhead, respectively. Fargo and Moorhead contract out MATBUS's driver services to First Transit, a private company.

MATBUS is jointly administered by City staff in both Fargo and Moorhead, and revenue and expenses are split based on a cost-allocation agreement that uses data and formulas to ensure fair cost-sharing between jurisdictions in the service area.

Purpose

The purpose of the MATBUS Transit Development Plan (TDP) is to develop a five-year transit plan to guide MATBUS service, with an emphasis on future needs and sustainable growth.

Project Scope

The project scope is to evaluate existing conditions, conduct authentic public engagement, and develop recommendations that are reflective of community needs that can be feasibly implemented within the five-year period. This is accomplished through the following tasks:

- Public engagement (ongoing)
- Analyze existing conditions
  - Bus Stop Analysis – GIS layer, spacing and amenity standards
- Establish goals and objectives
- Understand current and future needs and set priorities
- Develop service recommendations and a funding plan
- Final Report
  - Appendix: Coordinated Human Service Transportation Plan (CHSTP)

While MATBUS provides ADA complementary paratransit service, the focus of this TDP update was on the MATBUS fixed route service. However, the potential impact to the MATBUS paratransit service was considered throughout.

Figure 1. Planning Process

Project Team

A multi-organization, multi-disciplinary project team was established at the beginning of the project to guide decision making and collaborative shape the plan. The TDP Project Team was led by Metro COG and included staff from MATBUS, and the cities of Fargo, Moorhead, West Fargo, and Dilworth. Staff from SRF Consulting and AECOM provided technical expertise and content creation at the direction of the rest of the Project Team.

Additionally, the TDP update was overseen by the Study Review Committee, who received regular updates throughout the project. Members of the SRC included staff from:

- City of Fargo
- City of Moorhead
- City of West Fargo
- City of Dilworth
- Metro COG
- MATBUS Staff
- MATBUS Riders
- Social Service Agencies
- State and Federal Partners

The SRC members contributed technical expertise, provided guidance, reviewed, and commented on deliverables, and spread the word on engagement activities. SRC meetings were held approximately once every two months.

Adapting to COVID-19

The COVID-19 pandemic has, temporarily, changed public life in Fargo-Moorhead and the nation. The safety of the public and Metro COG, MATBUS, and SRF Team staff was the highest priority during the planning process.

The SRF Team employed a hybrid public engagement approach. Project engagement relied on online and distanced-based engagement, as well as the use of boards at the Ground Transportation Center (GTC) and paper versions of survey materials.

Final Report Overview

This document is a collection of reports, memos, and meeting summaries collected and developed through the course of the project, from March 2020 through June 2021. Each has been assigned a chapter in this document.

CITY OF Fargo

Metropolitan Area Transit
650 23rd Street N
Fargo, ND 58102
Phone: 701-241-8140
Fax: 701-241-8558

25

December 27, 2021

City of Fargo Commissioners
200 N 3rd Street
Fargo, ND 58102

Dear Commissioners:

The City of Fargo has provided transit service in West Fargo for many years. An annual Mass Transit Agreement defines the level and cost of the service, and West Fargo provides Fargo with an appropriate amount of funds to pay for local costs of the transit service. A portion of the cost of transit service is paid for with grants from the Federal Transit Administration and the State of North Dakota.

An agreement for these services for 2021 is attached for your consideration. Under the terms of this agreement, the City of West Fargo will contribute $23,967.69 a month toward the cost of fixed route transit service and $16.97 a ride toward the cost of paratransit service.

RECOMMENDED MOTION: Approve of a Mass Transit Agreement with the City of West Fargo for 2021.

Sincerely,

Julie Bommelman

Julie Bommelman
City of Fargo Transit Director
476-6737

/enc

MASS TRANSIT AGREEMENT

This AGREEMENT made and entered into this 1st day of January, 2021, by and between the City of West Fargo, North Dakota (hereinafter "West Fargo") and the City of Fargo, North Dakota (hereinafter "Fargo").

WHEREAS, Fargo provides regular transit service and Paratransit service for its citizens; and

WHEREAS, West Fargo would like to provide such services to the citizens of West Fargo; and

WHEREAS, Fargo is agreeable to provide such transit service to West Fargo on the terms and conditions set out below;

NOW THEREFORE, be it agreed between West Fargo and Fargo as follows:

1. Fargo will provide regular transit service to West Fargo during the term of this agreement under the following conditions:

   A. Fargo and West Fargo shall agree to routes, schedules, and stopping points of the transit service in West Fargo. It is understood that such West Fargo routes will tie into the Fargo route system at West Acres. Route 20 and stopping points must be such that the route can be completed in approximately thirty (30) minutes; the route will run once each hour. Route 24 and stopping points must be such that the route can be completed in approximately 60 minutes; the route will run once each hour.

   B. West Fargo shall pay Fargo, on a monthly basis, $23,967.69 a month in 2021, with payment being due by the 10th day of each month, for Route 20 and Route 24 transit service to be available in West Fargo. Fargo will use these funds for the local share of the overall cost of these services and for transit capital needs.

   C. Persons who get onto the bus in West Fargo shall not be charged a fee to transfer onto other bus routes of the bus system, and may transfer onto another bus with no transfer fee.

   D. The bus fare for using the buses in West Fargo shall be the same fare that is charged to passengers using the bus service in Fargo.

   E. Fargo shall be responsible for all administrative responsibilities regarding the bus transit service provided to West Fargo, including dispatching, complaint issues, annual grant applications, marketing of routes, preparation and revision of route maps and schedules, and filing of any necessary reports.

2. Fargo shall provide West Fargo transit service for persons with disabilities through the Paratransit service on the following conditions:

A. The service shall be available to the citizens of West Fargo on the same basis that it is available to citizens in Fargo.

B. The cost of the service to the citizens of West Fargo shall be the same cost as available to the citizens of Fargo.

C. It is understood between West Fargo and Fargo, that Fargo contracts with a provider for drivers services for the Paratransit service. West Fargo shall pay Fargo $16.97 per ride in 2021, for paratransit services taken by a resident of West Fargo, except for those rides that are paid at an agency rate or those rides that are paid by Medicaid. West Fargo will not pay for rides billed at an agency rate or those rides that are paid by Medicaid. Fargo will track the number of rides for which West Fargo will be billed, as described herein, and will submit a monthly invoice to West Fargo. West Fargo will remit payment to Fargo by the 10th day of the following month. Fargo will use these funds for the local share of the overall cost of these services and for transit capital needs.

D. West Fargo, by written notification to Fargo, may limit the hours of Paratransit service in West Fargo, provided that such limitation would not cause any violation of any state or federal law.

3. West Fargo shall adhere to the Emergency Service Guidelines that Fargo has implemented.

4. This agreement shall be for a period of twelve (12) months, beginning on January 1, 2021 and terminating on December 31, 2021.

5. Either party may terminate or reduce the amount of service to be rendered if there is, in the opinion of either party's City Commission, a significant increase in local costs; or, in the opinion of either party's City Commission, insufficient state or federal funding available for the service, thereby terminating this agreement or reducing the service and compensation to be paid under this agreement. In such event the terminating party will notify the other party in writing one hundred eighty (180) days in advance of the date such actions are to be implemented. In the event of any termination, West Fargo shall pay the agreed rate only for services delivered up to the date of termination. West Fargo has no obligation to Fargo, of any kind, after the date of termination.

6. This agreement shall not be amended, except in writing executed by both parties.

7. Nothing in this agreement shall be deemed a waiver by West Fargo or Fargo of the limits of liability set forth in N.D.C.C. § 32-12.1-03 or a waiver of any available immunities or defenses. Additionally, the limitations on liability for West Fargo and Fargo shall not be added together or stacked to increase the maximum amount of liability.

8. West Fargo and Fargo are each responsible for securing liability insurance that it believes, in its discretion, will be adequate for this agreement. Additionally, West Fargo and Fargo are each responsible for securing workers' compensation insurance and

employer's liability insurance at levels required under state law, or within its discretion, to cover any of its respective employees working under this agreement.

9. Both parties agree to indemnify, save, and hold harmless the other and its agents and employees from any and all liability, loss, cost, damages, expenses, claims, or causes of action, including attorney's fees, arising out of or by reason of actions of the other or its agents or employees in connection with or in the execution, performance, or failure to adequately perform obligations pursuant to this agreement. The indemnification and hold harmless obligations set forth in this agreement shall survive the termination of this Agreement.

10. The parties will cooperate and use their best efforts to ensure that the various provisions of this agreement are fulfilled. The parties agree to act in good faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this agreement.

11. The District Court of Cass County, North Dakota, will be the sole and exclusive venue for any lawsuit pertaining to this agreement, and the Parties consent to the personal jurisdiction in said court in the event of any such lawsuit.

12. This agreement shall not be assigned without the express written consent of the other party.

13. Each provision, section, sentence, clause, phrase, and word of this agreement is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is held by a court with jurisdiction to be illegal or invalid whatsoever, such illegality or invalidity will not affect the validity of the remainder of this agreement.

14. No party will be liable to another party during any period in which its performance is delayed or prevented, in whole or in part, by circumstances beyond its reasonable control. Circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind), fire, war, act of a public enemy or terrorist, act of sabotage, strike or other labor dispute, riot, misadventure of the sea, inability to secure materials, or a restriction imposed by legislation, an order or a rule, or regulation of a governmental entity. If such a circumstance occurs, the party claiming the delay must undertake reasonable action to notify the other party of the same.

15. All notices, certificates, or other communications required under this agreement will be deemed sufficiently given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:

If to West Fargo:

City Administrator
City of West Fargo
800 4th Avenue East, Suite #1
West Fargo, ND 58078

If to Fargo:

City Administrator
City of Fargo
225 4th Street North
Fargo, ND 58102

16. This agreement will be controlled by the laws of the State of North Dakota.

17. This agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. All parties will receive a fully-executed counterpart. The facsimile, email, or other electronically delivered signatures of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicable originals.

18. This agreement constitutes the entire agreement by and between the parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either party hereto.

IN WITNESS WHEREOF, the parties have caused this Mass Transit Agreement to be executed on the day and year first above written.

CITY OF WEST FARGO

BY:_____
Bernie L. Dardis, President, City Commission

ATTEST:_____
City Auditor

CITY OF FARGO

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

ATTEST:_____
City Auditor

THE CITY OF Fargo
FAR MORE

Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

26

December 21, 2021

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

Subject: Sole Source – Polydyne, Inc. for Residuals Plant Polymers in Calendar Year 2022

Dear Commissioners:

Water Utility staff is seeking sole source approval for Polydyne, Inc. (Polydyne) to provide polymer chemicals for thickening and dewatering sludge at the Residuals Plant on the Water Treatment Plant campus. This sole source request was approved by the City of Fargo Finance Committee on December 20, 2021. The 2022 Water Utility budget (Fund 501/Division 3051) accounts for chemical purchases for Residuals Plant operation such as from Polydyne. Since the annual cost of chemical from Polydyne may exceed $50,000, Water Utility staff is requesting sole source approval from the City Commission.

This sole source request is for $72,600, which is the calculated estimate to cover 2022 expenses. As stated in the attached sole source request form, Water Utility staff recommends using a Polydyne chemical in 2022 for Residuals Plant operation because it is the best option known at this time. Water Utility staff intends to test other polymers in 2022 for Residuals Plant operation in an effort to find a competitor.

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve sole source request with Polydyne, Inc. for Calendar Year 2022 to purchase chemicals for operation of the Residuals Plant on the Water Treatment Plant campus.

Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Polydyne, Inc.

Estimated Dollar Amount of Purchase:

$72,600 (for Calendar Year 2022)

The project/service is required to:

This sole source request is to purchase polymers for Residuals Plant operation in 2022. With testing and Residuals Plant operating experience, a polymer called CLARIFLOC A-210P from Polydyne, Inc. has performed the adequately and we don't have better options at this time. The Residuals Plant adds polymer and compresses sludge from water treatment processes. Then, sludge is hauled to the landfill. Chemical costs, including polymer for Residuals Plant operation, are a line item in the 2022 budget under Fund 501.

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

With testing and Residuals Plant operating experience, a polymer called CLARIFLOC A-210P from Polydyne, Inc. had performed the adequately and we don't have better options at this time. Polydyne is viewed as the best option for 2022 operation at this time. However, Water Utility personnel will continue to look for other options to compete with Polydyne, Inc. Water Utility staff intends to trial other polymer manufacturers in 2022.

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

With testing and Residuals Plant operating experience, a polymer called CLARIFLOC A-210P from Polydyne, Inc. had performed the adequately and we don't have better options at this time. Polydyne is viewed as the best option for 2022 operation at this time. However, Water Utility personnel will continue to look for other options to compete with Polydyne, Inc. Water Utility staff intends to trial other polymer manufacturers in 2022.

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

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

With testing and Residuals Plant operating experience, a polymer called CLARIFLOC A-210P from Polydyne, Inc. had performed the adequately and we don't have better options at this time. Polydyne is viewed as the best option for 2022 operation at this time. However, Water Utility personnel will continue to look for other options to compete with Polydyne, Inc. Water Utility staff intends to trial other polymer manufacturers in 2022.

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

N/A

Signature: _____
(Requestor)

Printed Name: Troy B. Hall

Department: Water Treatment Plant

Title: Water Utility Director

Date: 12/15/2021

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

_____ **(Requestor initials)**

Brian Ward

From: Sandy Wells <swells@snf.com>
Sent: Tuesday, October 19, 2021 10:42 AM
To: Brian Ward
Cc: Steve Kuenneth; Rick Johnson; Rebecca Beasley; Randal Vickery; Pam McDermitt; Kimberly Fleming; Peggy Locke
Subject: RE: Request for Proposal - SNF Polydyne A-210P
Attachments: FargoND WTP 101921.pdf; Listing Category Search Page _ NSF International.pdf; A-210P_TDS.pdf; CLARIFLOC™ A-210P_US_EN_SDS.pdf

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

Good morning Mr. Ward,

Please find attached our price quote for CLARIFLOC A-210P. I have also attached the SDS, TDS, and NSF Listing. If you have any questions, please feel free to contact Steve Kuenneth, Sr. Technical Sales Representative, at (816) 518-3275.

We thank you for your business.

Sandy Wells
Bid Specialist

SNF

SNF Polydyne Inc.
1 Chemical Plant Road
Riceboro, GA 31323
Office: 912-880-2089
Fax: 912-880-2078
www.polydyneinc.com

From: Brian Ward <BWard@FargoND.gov>
Sent: Friday, October 15, 2021 8:16 AM
To: Steve Kuenneth <SKuenneth@polydyneinc.com>
Subject: Request for Proposal - SNF Polydyne A-210P

Steve,

The City of Fargo Water Treatment Plant would consider a proposal from SNF Polydyne to continue supplying the anionic polymer SNF Polydyne A-210P under current pricing arrangement or new submittal for 2022. If our staff sees

posal submitted as acceptable value we would pursue sole source purchase with our finance department for 022. Please see attached specification sheet and let us know if this is something SNF Polydyne would consider.

Thank you.

Brian Ward bward@fargond.gov
Superintendent | City of Fargo Water Treatment Plant | 435 14th Avenue South | Fargo, ND 58103
Plant: 701.241.1469 | Direct: 701.241.1470 | Mobile: 701.936.3277 | Fax: 701.241.8110

Proposal For:

Residuals plant polymer 2022

Sole Source

66,000 lbs @ 1.10/lb = $ 72,600.00

2021 price = 0.89/lb = $ 58,740.00

23.6% Increase ↑

THE CITY OF Fargo
FAR MORE

Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

27

December 21, 2021

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

Subject: Sole Source Request with Hawkins Water Treatment Group for Products in 2022 Calendar Year

Dear Commissioners:

Water Utility staff is seeking approval of a sole source request with Hawkins Water Treatment Group (Hawkins) for the 2022 Calendar Year. It is predicted that the cumulative cost of all proprietary chemicals and equipment will exceed $50,000 and needs City Commission approval per policy. The attached sole source request was approved by the Finance Committee on December 20, 2021. Hawkins has won 2022 bids for several chemicals used in water treatment processes, but some chemicals and equipment supplied by Hawkins needs to be sole sourced. The following are general items that Hawkins will be utilized for in 2022:

- Proprietary zebra mussel control chemical called EarthTec.
- Proprietary scale softening chemical for the lime softening process in the 1997 WTP.
- Chlorine feed system parts for which Hawkins is the regional representative.
- Chemical feed system pumps and parts that are standard in the 1997 WTP.

The estimate 2022 total for sole sourced chemicals and materials with Hawkins is $80,000. Water Utility personnel are always trying to be efficient with costs.

Your consideration is greatly appreciated in this matter.

Sincerely,

T. B. Hall

Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve a sole source with Hawkins Water Treatment Group for chemicals and materials for Water Treatment Plant use during the 2022 Calendar Year.

Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Hawkins Water Treatment Group (Hawkins)

Estimated Dollar Amount of Purchase:

$80,000 (for Calendar Year 2022)

The project/service is required to:

This sole source request is primarily to purchase a proprietary copper-based chemical (call EarthTec QZ) for Zebra Mussel control from Hawkins. However, Hawkins is a also a supplier of other product lines standard for standard equipment used in the Fargo Water Treatment Plant: chlorine feed system parts, peristaltic chemical feed pumps, and other chemicals in relatively smaller quantities. Water Utility staff intends on trying a lime additive in 2022 to help prevent hard scale buildup in lime softening basins. For calendar year 2022, this sole source request is intended to cover all of these items from Hawkins other than bulk water treatment chemicals usually bid in November each year.

Chemical costs are a specific budget line the 2022 budget under Fund 501. Cost for items such as chemical feed pumps and parts will be charged to the appropriate account or Project Code.

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

EarthTec QZ worked very well to prevent zebra mussel buildup in both Fargo WTPs for the 2020 & 2021 warm weather season. Prior to use at Fargo WTP, EarthTec QZ had been successfully used for zebra mussel control by St. Paul Regional Water System for 4 consecutive years. EarthTec QZ appears not as tricky to feed as other zebra mussel control methods. Also, there are not significant disadvantages with EarthTec QZ as there are with other approaches. The estimated 2022 cost for EarthTec QZ is $52,000.

Hawkins is a distributor for standard equipment used by the Water Utility for some peristaltic chemical feed pumps and chlorine chemical feed equipment. We can't get replacement parts elsewhere.

Under this sole source request, we intend to try a proprietary chemical from Hawkins to soften up the scale formed in our lime softening basins. If this works, it will help reduce man-hours and equipment damage when annual maintenance is performed. In 2022, we submitted this chemical feed approach to the North Dakota Department of Environmental Quality (DEQ) for review and comments. It was approved for use in the Fargo WTP by DEQ on October 27, 2021. We intend to begin feeding this by early-2022. The estimated 2022 cost for the proprietary lime additive is $8,000.

There are other lab and online instrumentation chemicals that we also purchase from Hawkins because they are local and have the chemical readily available in more bulk quantities.

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

For EarthTec QZ, the investigation was as follows:

*Houston Engineering Evaluation (2016) - engineering report for Fargo WTP - 3 zebra mussel control options made final in-depth cost analysis

*Pembina Valley Water Cooperative (2019-20): correspondence and site visit

*St. Paul Regional Water Service (2020): phone communications

For other chemical feed equipment and chemicals, investigation over years has shown Hawkins to the best or only choice for the items used.

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

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

For EarthTec QZ, the side-by-side comparison is as follows:

*Houston Engineering Evaluation (2016) - engineering report for Fargo WTP - 3 zebra mussel control options made final in-depth cost analysis

*Pembina Valley Water Cooperative (2019-20): correspondence and site visits

*St. Paul Regional Water Service (2020): phone communications

Options evaluated

*Free chlorine addition: downside is EPA regulated disinfection by-product formation
*Potassium Permanganate addition: dosing challenges, potential WTP process interference
*Zequanox: not proven or robust at full-scale implementation

EarthTec QZ: excellent success in St. Paul for zebra mussel control

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

N/A

Signature: Troy B. Hall
(Requestor)

Printed Name: Troy B. Hall

Department: Water Treatment Plant

Title: Water Utility Director

Date: 12/15/2021

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

TBH **(Requestor initials)**

Bid Chemicals	2021					2022					Unit Price % increase
Product Name	Vendor	Estimated Annual	Tons, lbs. or gallons	Unit Price $ per	Estimated Annual Cost	Vendor	Estimated Annual	Tons, lbs. or gallons	Unit Price $ per	Estimated Annual Cost	
Aluminum Sulfate	Hawkins Inc.	150,000	lbs	0.1225	$18,375.00	Hawkins Inc.	150,000	lbs	0.1345	$20,175.00	8.9
Anhydrous Ammonia	Hawkins, Inc.	54,000	lbs	2.06	$111,240.00	Hawkins, Inc.	58,000	lbs	2.42	$140,360.00	14.9
Citric Acid, 50%	Hawkins Inc.	27,500	lbs	0.560	$15,400.00	Shannon Chemical Corp.	30,000	lbs	2.770	$83,100.00	79.8
Hydrofluosilicic Acid	Hawkins Inc.	184,000	lbs	0.2057	$37,848.80	Univar Solutions	200,000	lbs	0.2350	$47,000.00	12.5
Hydrogen Peroxide, 34%	Hawkins, Inc	3,000	lbs	0.5150	$1,545.00	Hawkins, Inc	60,000	lbs	0.5400	$32,400.00	4.6
Lime	Graymont (WI) LLC	4,500	Tons	180.85	$813,825.00	Graymont (WI) LLC	4,200	Tons	185.50	$779,100.00	2.5
Liquid Carbon Dioxide	American Welding & Gas	875	Tons	154.50	$135,187.50	American Welding & Gas	775	Tons	159.00	$123,225.00	2.8
Liquid Chlorine	Hawkins	140	Tons	524.40	$73,416.00	Hawkins	150	Tons	1,258.00	$188,700.00	58.3
Liquid Oxygen	Linde Inc.	700	Tons	130.43	$91,301.00	Linde Inc.	600	Tons	124.39	$74,634.00	-4.9
Aluminum Chlorohydrate	Hawkins Inc.	1,500,000	lbs	0.2550	$382,500.00	USALCO	1,500,000	lbs	0.3985	$597,750.00	36.0
Polyphosphate	Shannon Chemical Corp.	100,000	lbs	1.17	$117,000.00	Carus LLC	120,000	lbs	2.19	$262,800.00	46.0
Ferric Sulfate 60%	Hawkins Inc.	100,000	gallons	1.9850	$198,500.00	Hawkins Inc.	90,000	gallons	2.5250	$227,250.00	21.4
Soda Ash	Killoran T&B, Inc.	1,770	Tons	290.00	$513,300.00	Killoran T&B, Inc.	1,500	Tons	302.10	$453,150.00	4.0
Sodium Bisulfite, 38%	Hawkins Inc.	100,000	lbs	0.30	$30,000.00	Hawkins Inc.	30,000	lbs	0.35	$10,350.00	13.0
Sodium Hydroxide, 50%	Univar Solutions	1,000,000	lbs	0.1348	$134,800.00	Univar Solutions	1,500,000	lbs	0.2167	$325,050.00	38.0
Sodium Hypochlorite, 12.5%	Hawkins Inc.	75,000	lbs	0.2625	$19,687.50	Hawkins Inc.	78,000	lbs	0.2750	$21,450.00	4.5
Sufuric Acid, 40% Drums	Hawkins, Inc.	12,000	lbs	0.30	$3,600.00	Hawkins, Inc.	12,000	lbs	0.45	$5,400.00	33.3
Sufuric Acid, 40% Pails	Hawkins, Inc.	393	lbs	0.483	$189.82	Hawkins, Inc.	435	lbs.	0.668	$290.58	27.7
Sulfuric Acid, 93%	Hawkins Inc	640,000	lbs	0.097	$62,080.00	Hawkins Inc	800,000	lbs	0.116	$92,800.00	16.4
Poly DADMAC 20	Hexagon Technologies	60,000	lbs	0.495	$29,700.00	Hexagon Technologies	50,000	lbs	0.699	$34,950.00	29.2
Anionic Polyacrylamide	Neo Solutions, Inc.	8,800	lbs.	2.05	$18,040.00	Neo Solutions, Inc.	8,800	lbs.	2.18	$19,184.00	6.0
Acetic Acid 56	Hawkins Inc.	3,500	lbs	0.7800	$2,808.00	Hawkins Inc.	3,600	lbs	1.4800	$5,328.00	47.3
				TOTAL	$2,809,643.62				TOTAL	$3,544,446.58	26.1

Sole Source	2021					2022					
Membrane Antiscalant	Avista 7400	40,000	lbs	3.35	$134,000.00	Avista 7400	40,000	lbs	3.46	$138,400.00	3.2
Low pH Membrane Cleaner	Avista P903	25,000	lbs	3.6	$90,000.00	Avista P903	25,200	lbs	4.66	$117,432.00	22.7
High pH Membrane Cleaner	Avista 199	23,000	lbs	2.97	$68,310.00	Avista 199	23,000	lbs	3.45	$79,350.00	13.9
Zebra Mussel Inhibitor	Earth Tec QZ	23,000	lbs	1.98	$45,540.00	Earth Tec QZ	26,000	lbs	1.98	$51,480.00	0.0
Anionic Flocculant	Polydyne Inc.	60,000	lbs	0.890	$53,400.00	Polydyne Inc.	66,000	lbs	1.100	$72,600.00	19.1
				TOTAL	$391,250.00				TOTAL	$459,262.00	17.4
				BID + SS TOTAL	$3,201,093.62				BID + SS TOTAL	$4,003,708.58	25.1

THE CITY OF Fargo FAR MORE

Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

December 21, 2021

28

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

Subject: Sole Source – Avista Technologies, Inc. for Reverse Osmosis Chemicals in Calendar Year 2022

Dear Commissioners:

Water Utility staff is seeking sole source approval for Avista Technologies, Inc. (Avista) to provide chemicals for the Reverse Osmosis (RO) system operation in the Membrane Water Treatment Plant (MWTP). These chemicals include:

- High pH Membrane Cleaners
- Low pH Membrane Cleaners
- Membrane Anti-Scalant

This sole source request was approved by the City of Fargo Finance Committee on December 20, 2021. The 2022 Water Utility budget (Fund 501/Division 3051) accounts for chemical purchases from Avista. Since the annual cost of chemicals from Avista will exceed $50,000, Water Utility staff is requesting sole source approval from the City Commission. The 2022 expense for Avista is estimated at approximately $335,000. Water Utility staff is requesting sole source approval of $300,000 for 2022 and will try to explore options to save cost.

Water Utility staff recommends using Avista products for the first few years of MWTP operation. Avista chemicals were used during Reverse Osmosis system equipment pilot study in 2012-13 and since MWTP startup in 2018.

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve sole source request with Avista Technologies, Inc. for Calendar Year 2022 to purchase chemicals for operating the Reverse Osmosis system the Membrane Water Treatment Plant.

CITY OF Fargo

Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Avista Technologies, Inc.

Estimated Dollar Amount of Purchase:

$300,000 (for Calendar Year 2022)

The project/service is required to:

This sole source request is to purchase chemicals for Membrane Water Treatment Plant (MWTP) operation from Avista Technologies, Inc (Avista). Water Utility staff is recommending a sole source with Avista for three chemical categories for the Reverse Osmosis system: Anti-Scalant, high pH cleaner, and low pH cleaner. The chemicals from Avista are proprietary and were used during Reverse Osmosis (RO) equipment pilot testing in advance of MWTP design. Avista chemicals have been used for the first few years of MWTP operation. Water Utility staff is recommending a sole source for 2022 until other chemical suppliers and options can be tested. The sole source with Avista will reduce risk and unknowns during the first few years of MWTP operation. The initial RO operation is challenging without introducing added unknowns of alternate RO chemicals. Chemical costs for Avista were anticipated in the 2022 budget under Fund 501.

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

Reverse Osmosis (RO) chemicals from Avista Technologies, Inc. were used during pilot testing prior to MWTP design. Water Utility staff requests using Avista during the initial years of MWTP operation to reduce the number of unknowns and uncertainty. Based on pilot study information, it is known which Avista products work with the RO elements that were installed in the MWTP. The new MWTP is more cost efficient for treating water compared to the 1997 lime softening WTP and results in higher quality, more consistent tap water. Avista chemicals better ensure the RO system stays operational for the time being. In the future, it is the intention of Water Utility staff to look at other options for the 3 chemical categories requested under this sole source. Avista also has performed RO element autopsies in Fargo MWTP at no-charge to help optimize the chemical used and cleaning procedures. These element autopsies have been extremely valuable to the understanding of the RO system and operational issues.

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

Avista products were used successfully during pilot testing for the MWTP. Avista chemicals have been used in RO system operation since start-up in 2018 and better ensure the RO system stays operational for the time being.

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

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

Avista products were used successfully during pilot testing for the MWTP. Avista chemicals have been used in RO system operation since start-up in 2018 and better ensure the RO system stays operational for the time being. In the future, it is the intention of Water Utility staff to look at other options for the 3 chemical categories requested under this sole source.

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

N/A

Signature: Troy B. Hall
(Requestor)

Printed Name: Troy B. Hall

Department: Water Treatment Plant

Title: Water Utility Director

Date: 12/15/2021

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

TBH **(Requestor initials)**

Bid Chemicals	2021					2022					Unit Price % increase
Product Name	Vendor	Estimated Annual	Tons, lbs. or gallons	Unit Price $ per	Estimated Annual Cost	Vendor	Estimated Annual	Tons, lbs. or gallons	Unit Price $ per	Estimated Annual Cost	
Aluminum Sulfate	Hawkins Inc.	150,000	lbs	0.1225	$18,375.00	Hawkins Inc.	150,000	lbs	0.1345	$20,175.00	9.9
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Sufuric Acid, 40% Drums	Hawkins, Inc.	12,000	lbs	0.30	$3,600.00	Hawkins, Inc.	12,000	lbs	0.45	$5,400.00	33.3
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Acetic Acid 56	Hawkins Inc.	3,500	lbs	0.7800	$2,608.00	Hawkins Inc.	3,600	lbs	1.4800	$5,328.00	47.3
				TOTAL	$2,809,643.62				TOTAL	$3,544,446.58	26.1

Sole Source	2021					2022					
Membrane Antiscalant	Avista 7400	40,000	lbs	3.35	$134,000.00	Avista 7400	40,000	lbs	3.46	$138,400.00	3.2
Low pH Membrane Cleaner	Avista P903	25,000	lbs	3.6	$90,000.00	Avista P903	25,200	lbs	4.66	$117,432.00	29.7
High pH Membrane Cleaner	Avista 199	23,000	lbs	2.97	$68,310.00	Avista 199	23,000	lbs	3.45	$79,350.00	13.9
Zebra Mussel Inhibitor	Earth Tec QZ	23,000	lbs	1.98	$45,540.00	Earth Tec QZ	26,000	lbs	1.98	$51,480.00	0.0
Anionic Flocculant	Polydyne Inc.	60,000	lbs	0.890	$53,400.00	Polydyne Inc.	66,000	lbs	1.100	$72,600.00	19.1
				TOTAL	$391,250.00				TOTAL	$459,262.00	17.4
				BID + SS TOTAL	$3,201,093.62				BID + SS TOTAL	$4,003,708.58	25.1

REPORT OF ACTION

UTILITY COMMITTEE

Project No. WA2104

Type: Membrane WTP
Reverse Osmosis System RFP

Location: Water Treatment Plant (435 14th Avenue South)

29

Date of Hearing: 12/16/2021

Routing	Date
City Commission	12/27/2021
Project File	

Troy Hall, Water Utility Director, presented the attached the draft Request for Proposals (RFP) letter to Utility Committee members regarding potential Reverse Osmosis (RO) element suppliers for Project WA2104, MWTP RO Element Replacement. Water Utility staff intends on replacing RO elements in one (1) of the seven (7) RO trains in the Membrane Water Treatment Plant (MWTP) ahead of the summer of 2022. The RO elements physically remove salts and organic material from water under high pressure. There were three (3) RO element manufactures/models that were successful with Fargo raw water during pilot testing in 2012-13 and will be eligible to provide proposals under this RFP. RO elements need to be tested ahead of being allowed in full scale operation. This project is funded through Infrastructure Sales Tax (Fund 450), under a Renewal & Rehabilitation budget line that is approved annually in the Water Utility budget. The MWTP is more cost efficient to treat water compared to the 1997 WTP and it is important to keep processes in good working order.

MOTION:

On a motion by Brenda Derrig, seconded by Mark Miller, the Utility Committee voted to approve advertising an RFP for Project WA2104, MWTP RO Element Replacement for a single RO train.

COMMITTEE:	Present	Yes	No	Unanimous
				X
				Proxy
Anthony Gehrig, City Commissioner				
Kent Costin, Director of Finance	X			
Brian Ward, Water Plant Supt.	X			
Mark Miller, Wastewater Plant Supt.	X			
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester	X			
Terry Ludlum, Solid Waste Utility Director	X			
James Hausauer, Wastewater Util. Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			
Brenda Derrig, City Engineer	X			
Dan Portlock, Water Utility Engineer	X			
Scott Olson, Solid Waste Utility Engineer	X			
Jason Halsne, Enterprise Control Systems Mgr.				

ATTEST:

Troy B. Hall
Water Utility Director

C: Tim Mahoney, Mayor
Commissioner Strand
Commissioner Piepkorn
Commissioner Preston

THE CITY OF Fargo FAR MORE

Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

MEMORANDUM
December 13, 2021

To: Utility Committee

From: Troy B. Hall, Water Utility Director TBH

Re: Request for Proposals – Reverse Osmosis Element Replacement

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Attached, please find a draft Request for Proposals (RFP) cover letter to help the Water Utility with a Reverse Osmosis (RO) element selection process. This project will replace selected RO elements in the RO system for the Membrane WTP. Water Utility personnel are still establishing a count for RO elements needing replacement. The RO element replacement project is intended to position the MWTP to efficiently and reliably handle peak flows in the summer of 2022. The MWTP – using the RO system – is more cost efficient to operate compared to the 1997 Lime Softening WTP. The following is a tentative plan for the schedule:

Utility Committee Approval of RFP	December 16, 2021
City Commission Approval of RFP	December 27, 2021
RFP's Available	December 28, 2022
Deadline for Questions	January 26, 2022
Proposals Due	February 3, 2022
Selection of Manufacture for Reverse Osmosis Elements	February 17, 2022
Utility Committee Approval of Selected Proposal	To Be Determined
City Commission Approval of Selected Proposal	To Be Determined

There were only three RO element manufacturers that passed the pilot testing for the MWTP in 2012-13. Since not all RO elements tested acceptably during the pilot study, only the three successful manufacturers and associated RO element models will be reviewed and scored under this RFP. There are factors other than cost needing to be reviewed in the proposal selection process. Therefore, a scoring matrix will be used for selection. A draft scoring method is shown in the draft letter that is attached.

Plan of Financing

WTP personnel recommends using Renewal & Rehab funding for this project paid with Infrastructure Sales Tax (Fund 450). The Finance Committee approved a Renewal & Rehab project for RO element replacement on October 26, 2020. However, the request at that time was for a smaller number of RO elements. The approved Renewal and Rehab budget for 2022 will allow for completion of this project.

SUGGESTED MOTION:

Approve the Water Utility to solicit/advertise a Request for Proposals to replace selected Reverse Osmosis elements in the MWTP Reverse Osmosis system. .

Your consideration in this matter is greatly appreciated.

December 21, 2021

Manufacturer's Name

Re: Request for Proposal – RO Element Replacement
Fargo Membrane Water Treatment Plant
City of Fargo, ND

Attention: contact information

The City of Fargo, ND owns and operate a 15 million gallons per day (MGD) membrane water treatment plant (MWTP). The Reverse osmosis (RO) membrane system consists of seven (7) 2 MGD RO skids. Each RO skid has thirty-six (36) 8-inch pressure vessels in the first stage and eighteen (18) 8-inch pressure vessels in the second stage. Each pressure vessel holds a total of seven RO element (8-inch diameter and 40-inch long). To ensure the smooth operation of the MWTP, the City of Fargo WTP developed an RO element replacement plan to replace all RO elements in next *10* years. We are soliciting proposals for a total of *385 (378+7)* RO elements to replace one of seven RO skids in 2022. This Request for Proposal (RFP) generally outlines the technical and non-technical requirements for the Purchase. For your use, enclosed are the following design documents:

Preselection Form:

- Proposal Bid Form to be used by the RO membrane manufacturers to enter and document performance values to be used to complete a lifecycle cost analysis. Please submit the Bid Form in Excel Format.

Specifications:

- 46 63 23 – RO Membrane

Drawings:

- G104 – Fargo MWTP Plant Flow Schematic
- IC105 – RO Skid P&ID

The proposal shall be divided into two sections. The first section shall include a cover letter with proposed scope of work, along with pricing information, and shall be addressed to Qigang Chang at AE2S. The pricing information shall include a completed Proposal Bid Form itemizing the capital and operational set points used to evaluate the system's lifecycle costs. The Proposal Bid form shall include itemized costs based on major supply items.

The second section shall include Technical Information that will be used to review and score the proposals, and shall include detailed information for the following:

Category 1. **Introduction**: Briefly introduce the RO membrane manufacturer. Include the name, address, telephone number, and email of the authorized contact person(s) for any questions and receipt of clarifications or addenda (if necessary) regarding the proposal. Proposal to also include contact information on local representative and the location of the qualified staff that will provide field services. Include address of closest maintenance shop.

Category 2. **Experience and Qualifications:** Proposal to include a detailed installation list for drinking water application in the last 10 years for size above 1 MGD, including location, size, model of membrane elements, and contact information. Proposal shall include resumes for individuals responsible for after sale technical support.

Category 3. **RO Membrane Performance Projection and Calculations:** Submit RO membrane performance projections for five years based up the RO feed water quality provided. The projection shall include but not limited to feed pressure, flux, recovery, permeate flow, brine flow for each RO element in each stage at the lowest and the highest temperatures.

Category 4. **CIP and Operation Guidance:** The existing RO membrane has been experiencing bio-fouling in the past during summer. Based up the provided water quality and operation setpoints, the RO membrane manufacturers shall provide CIP procedures and bio-fouling mitigation recommendation/plans based upon their experiences for the OWNER consideration.

Category 5. **Warranty:** Provide warranty information, including any prorated or extended warranties that will be offered (refer to the Spec).

Category 6. **List of Exceptions:** A detailed list of any exceptions or discrepancies between the proposed system and the specified requirements or a statement that there are none.

The above referenced information will be used as criteria by the City and AE2S in determining the most effective, quality priced RO membrane element for the Project. The proposals will be reviewed and scored by the City and AE2S in private based on the following criteria:

Proposal Evaluation Scoring System

ITEM	EVALUATION CATEGORY	POSSIBLE POINT VALUE
1	Costs of RO Element and ancillary	65
2	Life Cycle Cost	10
3	Performance/Warranty/Exception	10
4	After Sale Support/Local Representation	5

ITEM	EVALUATION CATEGORY	POSSIBLE POINT VALUE
5	RO Membrane Element Lead Time and Delivery	10
	Total Points	**100**

Item 1: As provided by RO membrane manufacturer within Proposal Bid Form.
Item 2: As provided by RO membrane manufacturer within Proposal Bid Form.
Item 3: Technical Information provided will be evaluated and points assigned based on information provided under Categories 1 through 6.
Item 4: Will be evaluated based upon the information provided by the proposer.
Item 5: Will be evaluated based upon the information provided by the proposer.

The price proposal provided in response to this RFP will be the firm basis upon which the OWNER will enter into an agreement with the successful RO membrane manufacturer. The RO membrane manufacturer shall agree to deliver shipment of the equipment to the site within *sixty days* of receiving a purchase order from the OWNER, unless directed by the OWNER to delay shipment to a later date.

Your proposal and related documents should be provided in electronic format with two (2) files in an email addressed to me by **3:00 pm CT on February 3, 2022**. The first file shall contain the bid information Excel format (**identical** to Proposal Bid Form Provided) and a PDF of the Proposal Bid Form. The second file shall contain the Technical Information for review and shall be a single PDF. This PDF shall be bookmarked to match sections noted in the RFP. Should you decide to include supplementary information, it should be provided as Appendices and shall be included in a single, third file as a PDF. RO membrane manufacturer to note that Engineer has a 20MB email limit. If emails/PDFs are larger than 20 MB, a FTP download link shall be provided for download of file.

For all questions regarding this proposal, please email your questions to Qigang Chang at Qigang.Chang@ae2s.com. All questions must be submitted by **5:00 pm CT on January 26, 2022** to allow for a response prior to the proposal due date. All questions and clarifications will be tabulated and responses provided in tabular format, which will be electronically distributed to all RO membrane manufacturers' for reference purposes. If you have any technical difficulty to open RFP documents, please request a printed copy by **January 14, 2022**.

Sincerely,

AE2S

Qigang Chang, PhD, PE

Enclosure[s]

cc: XXX, Membrane Manufacturer
Troy Hall, City of Fargo
Dan Portlock, City of Fargo

THE CITY OF Fargo FAR MORE

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

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Memorandum

To: Members of PWPEC

From: Eric Hodgson, Civil Engineer II

Date: December 10, 2021

Re: Incentives/Disincentives for Improvement District No. BR-22-A1
32nd Avenue South Paving and Utility Rehab/Reconstruction Project
22nd Street to 32nd Street

In keeping with our commitment to make recommendations regarding incentives/disincentives for projects that impact arterial roadways, I am forwarding the following project recommendation for your consideration.

The project in question is Improvement District No. BR-22-A1 located on 32nd Avenue South between 22nd Street and 32nd Street to include Grading, Salvaged Base, PC Concrete Pavement, Sanitary Sewer, Storm Sewer, City Utilities, Curb & Gutter, Sidewalk, Signing, Traffic Signals, Street Lighting, Pavement Markings and Incidentals.

This project is scheduled for a NDDOT bid opening on Friday, February 11, 2022 with a Substantial Completion date of November 7, 2022, and a Final Completion date of December 1, 2022. The project has an estimated construction cost of nearly $11,600,000, and a distance of approximately 0.685 miles. The project area has been broken down into 4 main work phases, each with their own number of allowable work days. In total, there are 204 work days of construction anticipated to reach Substantial Completion.

Staff has evaluated the project, and the traffic impacts of this construction project is expected to be moderately impactful. We believe that it's possible to complete this project up to 50 days earlier than the 204 day construction schedule for the 2022 construction season, and that incentives should apply to this project. Incentives will be assessed at $10,000 for every day that the Contractor can reach Substantial Completion before the 204th day of construction, with a max incentive of $500,000 (50 Days).

Staff is not recommending a disincentive; however, if the Contractor fails to meet the completion dates liquidated damages will be applied per the contract.

Recommended Motion:

Approve the staff decision to add an incentive clause into the contract documents for Improvement District No. BR-22-A1 when the project is created and bid.

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-22-A1 Type: Incentive

Location: 32nd Ave S – 22nd St to 32nd St Date of Hearing: 12/20/2021

Routing	Date
City Commission	12/27/2021
PWPEC File	X
Project File	Eric Hodgson

The committee reviewed communication from Civil Engineer, Eric Hodgson, regarding a contract incentive to the Prime Contractor for early completion. This project is on 32nd Avenue South between 22nd Street and 32nd Street in Fargo. Staff will create the Special Assessment District at the December 27th City Commission Meeting and open bids on February 11th, 2022. The project has a tentative Substantial Completion date of November 7, 2022, with a Final Completion date of December 1, 2022.

Staff has evaluated the project, and the traffic impacts of this construction project is expected to be moderately impactful. We believe that it's possible to complete this project up to 50 days earlier than the 204 day construction schedule for the 2022 construction season, and that incentives should apply to this project. Incentives will be assessed at $10,000 for every day that the Contractor can reach Substantial Completion before the 204th day of construction, with a max incentive of $500,000 (50 Days).

On a motion by Tim Mahoney, seconded by Steve Dirksen, the Committee voted to recommend approval of an incentive of $10,000/day for a maximum of 50 days for a total incentive of $500,000 for the project

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve an incentive of $10,000/day for a maximum of 50 days for a total incentive of $500,000 for the project.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Federal Funds, Utility Funds, Sales Tax & Special Assessments

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

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

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COVER SHEET
CITY OF FARGO PROJECTS

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

Exact, full name of Improvement District as it will appear in the Contract:

Paving and Utility Rehab/Reconstruction

Improvement District No. BR-22-A

Call For Bids	December 27	, 2021
Advertise Dates	January 5 & 12	, 2022
Bid Opening Date	February 11 (NDDOT)	, 2022
Substantial Completion Date	November 7	, 2022
Final Completion Date	December 1	, 2022

N/A PWPEC Report (Part of 2022 CIP)

X Engineer's Report (Attach Copy)

N/A Direct City Auditor to Advertise for Bids (to be bid by NDDOT)

N/A Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Eric Hodgson

Phone No. 701-241-8582

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT

PAVING AND UTILITY REHAB/RECONSTRUCTION

IMPROVEMENT DISTRICT NO. BR-22-A

Nature & Scope

The project is on 32nd Avenue South from 32nd Street South to 22nd Street South.

This project will upgrade the existing infrastructure by replacing the existing concrete roadway, curb and gutter, intersection crossings improvements, sidewalk and incidentals. Portions of the existing water distribution system, and storm sewer system will be replaced or rehabilitated. A new storm sewer mainline will be added adjacent to the existing system to increase the system's capacity and reduce street flooding. Additionally, a liner will be installed inside the sanitary sewer mainline to increase its' usable lifespan.

Purpose

This project is necessary because the existing corridor's infrastructure is deteriorating and/or inadequate for current use. This project will repair, replace, and install necessary infrastructure along the corridor to better serve the operations of the City. The finished product will update portions of the water distribution network, will increase the storm drainage capacity to reduce flooding events, will repair the existing sanitary sewer that has deteriorated to a substandard level, will provide new roadway and pedestrian facilities for continued use, and improve overall safety and functionality of the corridor.

The project will be funded by a combination of Federal Funds, Street Sales Tax Funds, Waste Water Utility Funds, Water Replacement Funds, and Special Assessments to the benefitting properties. Special Assessments will be applied per City policy.

Feasibility

The estimated cost of construction is $ 11,591,851.20. The cost breakdown is as follows:

Water Main Costs	$	978,280.00
Plus 4% Administration Fee:	$	39,131.20
Plus 3% Legal Fee:	$	29,348.40
Plus 4% Interest Fee:	$	39,131.20
Plus 5% Contingency:	$	48,914.00
Total Estimated Water Main Cost:	**$**	**1,134,804.80**
Amount Special Assessed:	$	474,705.00
Amount City Funded:	$	660,099.80
Amount of Federal Funded:	$	-

Sanitary Sewer Costs	$	1,432,510.00
Plus 4% Administration Fee:	$	57,300.40
Plus 3% Legal Fee:	$	42,975.30
Plus 4% Interest Fee:	$	57,300.40
Plus 5% Contingency:	$	71,625.50
Total Estimated Storm Sewer Cost:	**$**	**1,661,711.60**
Amount Special Assessed:	$	902,481.30
Amount City Funded:	$	759,230.30
Amount of Federal Funded:	$	-

Storm Sewer Costs	$	2,559,740.00
Plus 4% Administration Fee:	$	102,389.60
Plus 3% Legal Fee:	$	76,792.20
Plus 4% Interest Fee:	$	102,389.60
Plus 5% Contingency:	$	127,987.00
Total Estimated Storm Sewer Cost:	**$**	**2,969,298.40**
Amount Special Assessed:	$	1,871,478.00
Amount City Funded:	$	-
Amount of Federal Funded:	$	1,097,820.40

Paving Costs	$	6,621,321.20
Plus 4% Administration Fee:	$	264,852.85
Plus 3% Legal Fee:	$	198,639.64
Plus 4% Interest Fee:	$	264,852.85
Plus 5% Contingency:	$	331,066.06
Total Estimated Paving Cost:	**$**	**7,680,732.59**
Amount Special Assessed:	$	4,706,542.39
Amount City Funded:	$	-
Amount of Federal Funded:	$	2,974,190.20

Miscellaneous Costs		
Right-of-Way and Easements (Estimated):	$	250,000.00
Utility Relocation (Estimated):	$	150,000.00
Outside Engineering:	$	1,678,132.00
Incentive	$	500,000.00
Total Miscellaneous Costs:	**$**	**2,578,132.00**
Amount Special Assessed:	$	-
Amount City Funded:	$	1,141,522.60
Amount of Federal Funded:	$	1,436,609.40

Project Funding Summary			
Special Assessments	49.64%	$	7,955,206.69
Waste Water Utility Funds	5.63%	$	902,481.30
Water Utility Funds	4.73%	$	757,927.80
Infrastructure Sales Tax	5.62%	$	900,443.60
Federal Funds	34.38%	$	5,508,620.00
Total Estimated Project Cost		**$**	**16,024,679.39**

We believe this project to be cost effective.

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 12/8/21
NORTH DAKOTA

Tom Knakmuhs, P.E.
Assistant City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

PAVING AND UTILITY REHAB/RECONSTRUCTION

IMPROVEMENT DISTRICT NO. BR-22-A

LOCATION:

On 32nd Avenue South from 32nd Street South to 22nd Street South.

COMPRISING:

Starting on the North at the North-South ¼ Section Line between Sections 14 and 23, Township 139 N, Range 49 W heading east. Bounded on the North by Interstate 29 and ending at Gold Drive South.

Continuing at Interstate 29 heading south. Bounded on the East by Gold Drive South to 18th Street South, and then along 18th Street South from Gold Drive South to 22nd Street South, and then along 22nd Street South from 18th Street South and ending at the East-West ¼ Section Line of Section 25, Township 139 N, Range 49 W.

Continuing at 22nd Street South heading west. Bounded on the South by the East-West ¼ Section line of Sections 25 and 26, Township 139 N, Range 49 W, ending at Interstate 29, and the following parcels which are included:

Lot 1, inclusive, Block 2.
All in Stonebridge Farms Fourth Addition.

Lots 1 through 4, inclusive Block 5.
All in Replat of lots 6-17, Block 1; Lots 13 & 14, Block 3; Lots 1-6 Block 4 of Southwood Park.

And

Excluding the following parcels:

Lot 14, inclusive, Block 3.
All in Replat of lots 6-17, Block 1; Lots 13 & 14, Block 3; Lots 1-6 Block 4 of Southwood Park.

Lots 2, 3, 6, 7, 10, and 11, inclusive, Block 3.
All in Southwood Park, a portion of Section 26 T - 139 - N R - 49 - W.

Continuing at Interstate 29 heading north. Bounded on the West by Interstate 29, ending at the NW corner of Lot 42, inclusive, Block 1, in Woodbury Park Addition, a Replat of

Lexus First Addition, Lots 1 through 3, Block 1, and the following parcel which is included:

Lot 5, inclusive, Block 1.
All in Southwood Park, a portion of Section 26 T - 139 - N R - 49 - W

Continuing at the NW corner of Lot 42, inclusive, Block 1, in Woodbury Park Addition, a Replat of Lexus First Addition, Lots 1 through 3, Block 1, heading east and ending at the intersection of 32nd Street South and 26th Avenue South. Bounded by the following parcels which are included:

Lot 42, inclusive Block 1.
Lots 6 through 12, inclusive Block 4.
All in Woodbury Park Addition, a Replat of Lexus First Addition, Lots 1 through 3, Block 1.

Lot 11, inclusive, Block 2.
All in Parkview South Sixth Addition.

Lot 7, inclusive, Block 3.
Lots 5-6, and 8-13, inclusive, Block 1.
All in Parkview South Fifth Addition.

Lot 24, inclusive, Block 2.
All in Parkway South Second Addition.

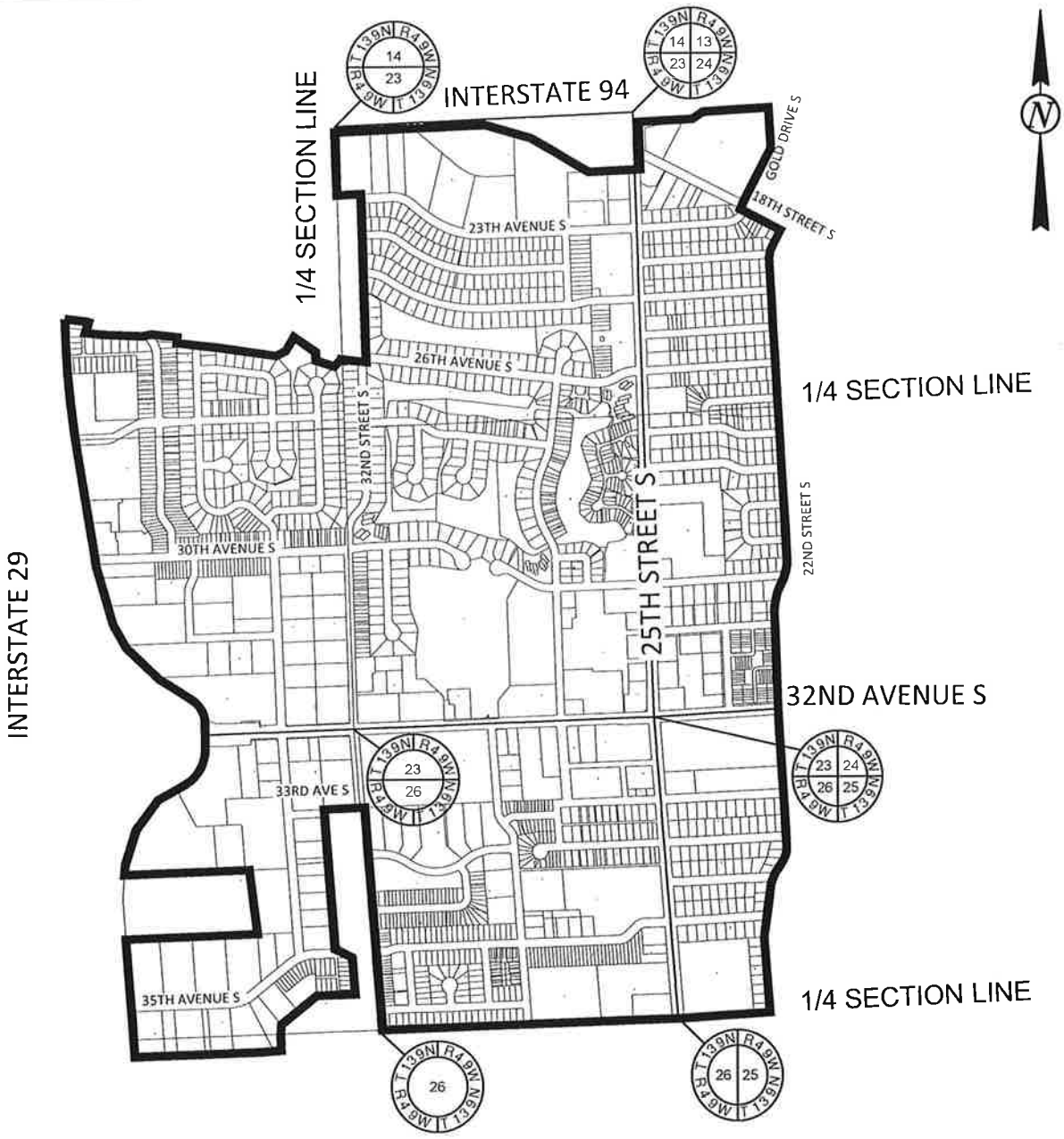
Lot 17, inclusive, Block 1.
All in Parkway South Eight Addition, a Replat of Lot 32, Block 2 Parkview South Second Addition.

Lot 1, inclusive Block 1.
All in Westlake Seventh Addition.

Continuing at 32nd Street South heading north and ending at Interstate 29. Bounded on the West by 32nd Street South and the following parcel which is included.

Lot 1, inclusive, Block 8.
All in Bluemont Lakes Third Addition, part of the NE ¼ of Section 23, including auditor's lots 1, 2, and 3 thereof, Township 139 North, Range 49 West.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

PAVING AND UTILITY REHAB/ RECONSTRUCTION

IMPROVEMENT DISTRICT NO. BR-22-A