FARGO CITY COMMISSION AGENDA
Tuesday, February 22, 2022 - 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, February 7, 2022).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. 2nd reading and final adoption of the following Ordinances; 1st reading, 1/24/22:
   a. Relating to Hotel and Rooming-House Registers.
   b. Relating to the Human Relations Commission.
   c. Relating to Driving While License Suspended or Revoked-Impoundment of License Plates.

2. Applications for Games of Chance:
   a. Red River Valley Figure Skating Club-Fargo Ice Show for a raffle on 3/13/22.
   b. St. Mary's Cathedral for a raffle on 5/1/22.
   c. Safari Club International North Dakota Chapter for a raffle board on 3/11/22.
   d. Chuck Sornsin Benefit Fund for a raffle on 4/9/22; Public Spirited Resolution.
   e. Knights of Columbus 6570 for a calendar raffle from 4/1/22 to 4/30/22.

3. Gaming Site Authorization for Fargo Post 2 Baseball Club at Herd and Horns.

4. Memorandum of Offer to Landowner for Easement (Temporary Construction Easement), Permanent Easement (Storm Sewer) and Permanent Easement (Levee and Retaining Wall for Flood Control) with Mark E and Barbara B. McCourt (Project No. FM-19-C).

5. Change Order No. 2 for a time extension to 5/23/22 for Project No. FM-19-E1.

6. Bid advertisement for Project No. TM-22-A.

7. EAP Full-Service Contract for Services - Employee Assistance Program with The Village Business Institute.

8. Administrative Services Agreement with MissionSquare to provide the 457 plan (formerly ICMA).

9. Sole Source Procurement with OverDrive, Inc. to provide e-content for the Fargo Public Libraries (SSP22012).

10. Grant through the ND Council on the Arts for the Red River Valley Kids Read.

11. Cass County, North Dakota Drug Task Force Memorandum of Understanding.

12. Bid award for water main repair materials, miscellaneous water distribution materials, fire hydrants/parts and miscellaneous street materials (RFP22021).

13. Bid award for aggregate materials, concrete, asphalt and emulsified asphalt (RFP22020).

14. Authorize the Transit Director to negotiate a one year extension to the First Transit Services, Inc. contract.

15. Change Order No. 1 in the amount of $8,321.11 for the MTG Pit Repairs and Hoist Replacement Project (RFQ21072).

16. Bills.

17. Create the following Improvement Districts:
    a. No. PR-22-F.
    b. No. TN-22-A.

REGULAR AGENDA:

18. **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).**

19. ***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**
    a. Ohmer's Addition (1258 Broadway North); approval recommended by the Planning Commission on 1/4/22:
        1. Zoning Change from SR-2, Single-Dwelling Residential and MR-2, Multi-Dwelling Residential to P/I, Public and Institutional with a C-O, Conditional Overlay.
        2. 1st reading of rezoning Ordinance.

    b. Application for a Class "GH" Alcoholic Beverage License for United States Axe LLC d/b/a United States Axe to be located at 4265 45th Street South, Suite 147.

20. Presentation of the TischlerBise Economic Incentive Program White Paper.

21. Proposed Ordinance Repealing Section 2-0106 (term limits) and proposed Resolution proposing new term limits Ordinance to be submitted for City-wide vote.

22. Commissioner Gehrig would like to discuss the negative effects of masking, especially in children.

23. Masking as a Pandemic Mitigation Strategy.

24. Recommendation for Sole Source Procurement with Interface Studio, Inc. for continued Downtown InFocus Plan work (SSP22027).

25. Recommendation for Sole Source Procurement with czb, LLC for implementation of the Core Neighborhoods Master Plan (SSP22028).

26. Recommendation to sell City owned property at 1 2nd Street South.

27. Discussion and consideration of offers for 419 3rd Street North.

28. Report on the Firearms ruling.

29. Recommendation to reject all bids and rebid in October of 2022 for Improvement District No. BR-22-A1 (32nd Avenue South Reconstruction Project).

30. Flood Update.

31. Applications for Property Tax Exemptions for Improvements Made to Buildings:
    a. Glenn and Ann Shamdas, 3024 37th Avenue South (5 year).
    b. Karen L T/O/D Breivold, 405 23rd Avenue North (5 year).
    c. Richard and Charlotte Feldman, 3301 Bohnet Boulevard North (5 year).
    d. Kathryn Ulmer, 1253 11 1/2 Street North (5 year).
    e. Aaron Wolters, 2013 30th Avenue South (5 year).

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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 25-2201 OF ARTICLE 25-22 OF CHAPTER 25, OF THE FARGO MUNICIPAL CODE
RELATING TO HOTEL AND ROOMING-HOUSE REGISTERS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 25-2201 of Article 25-22 of Chapter 25 of the Fargo Municipal Code is hereby amended to read as follows:

25-2201.– Registers to be kept.

Every person, corporation, co-partnership, or association conducting, keeping, or managing or operating, as owner, lessee, agent, or in any other capacity, any hotel, rooming house or lodginghouse within the corporate limits of the city shall at all times keep and maintain a standard hotel register in form satisfactory to the chief of police, in which shall be inscribed the names and permanent residences of all guests or persons renting or

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

occupying rooms in such hotel, rooming house or lodginghouse, which register shall be signed by the person renting a room or rooms, or by someone under his direction. Before any person shall be permitted to occupy such room or rooms, the manager of the hotel, rooming house, or lodginghouse, or his agent, shall write in such register the number of the room or rooms which such guest or person is to occupy, together with the time when such room is rented. Such register shall be preserved for a period of not less than three years from the date of the renting of such room ~~and shall be at all times open to inspection by any police officer of the city~~.

Section 2. Effective Date.

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

Section 3. Penalty.
Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed $1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof, as provided in Section 1-0301(B) of the Fargo Municipal Code.

_____
Dr. Timothy J. Mahoney, Mayor

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

16

AN ORDINANCE AMENDING ARTICLE 15-02 OF CHAPTER 15
OF THE FARGO MUNICIPAL CODE
RELATING TO THE HUMAN RELATIONS COMMISSION

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

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

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

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

NOW. THEREFORE,

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

Section 1. Amendment.

Article 15-02 of Chapter 15 of the Fargo Municipal Code is hereby amended to read as follows:

ARTICLE 15-02
HUMAN ~~RELATIONS~~ RIGHTS COMMISSION

Section
15-0201 Creation of Human ~~Relations~~ Rights Commission.
15-0202 Number of members--Term of members--Appointment of members--Filling vacancies.
15-0203 President of commission--Meetings--Record to be kept.
15-0204 Goals of the Human ~~Relations~~ Rights Commission

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

15-0205 Powers and duties of commission.
15-0206 Commission advisory in nature.

15-0201. Creation of Human ~~Relations~~ Rights Commission.--There is hereby created and established a body to be known as the Human ~~Relations~~ Rights Commission, whose purpose is to promote the acceptance and respect for diversity through educational programs and activities and to discourage all forms of discrimination on the basis of race, color, religion, sex, national origin, age, the presence of any mental or physical disability, status with regard to marriage or public assistance, participation in lawful activity off the employer's premise during nonworking hours which is not in direct conflict with the essential business-related interests of the employer or sexual orientation.

15-0202. Number of Members--Term of Members--Appointment of Members--Filling Vacancies. --The Human ~~Relations~~ Rights Commission shall consist of eleven members, who shall be appointed by the president of the board of city commissioners, subject to confirmation by the Board of City Commissioners. The terms of office of such commissioners shall be as follows, to wit: three members who shall serve until July 1, 2021; four members who shall serve until July 1, 2022; and four members who shall serve until July 1, 2023. At the expiration of the terms of the members as aforesaid, members shall be appointed for three-year terms. If a vacancy occurs otherwise then by expiration of a term, it shall be filled by appointment for the unexpired portion of the term. Notwithstanding the expiration of a member's term, such member may serve until his or her successor has been appointed and qualified.

15-0203. President of commission--Meetings--Record to be kept. --The Human ~~Relations~~ Rights Commission shall elect its president for a term of one year from among the appointed members and shall hold regular monthly meetings. The commission shall keep a record of its resolutions, findings and the determinations and such record shall be a public record. The commission may appoint such subcommittees from among the appointed members as it may be necessary for its work.

15-0204. Goals of the Human ~~Relations~~ Rights Commission. --The goals of the Human ~~Relations~~ Rights Commission are:

A. To provide leadership in the areas of civil rights.
B. To encourage and educate the public in the promotion of civil rights.
C. To identify issues of principal concern to members of the community in the area of civil rights and to recommend priorities and objectives to the board of city commissioners.
D. To encourage adherence to federal and state laws regarding civil rights, including Chapter 14-02.4 of the North Dakota Century Code, through education, conciliation and mediation.

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ORDINANCE NO. _____

15-0205. Powers and Duties of Commission. --The Human ~~Relations~~ Rights Commission shall:

A. Recommend to the board of city commissioners, from time to time, action and programs in furtherance of the purpose of the Human ~~Relations~~ Rights Commission as described in this article.

B. Consult and advise with public officials and agencies and with private individuals and organizations to provide education regarding civil rights. The commission may, in its discretion, assist aggrieved individuals, but such assistance shall consist of information, guidance and, in its discretion, conciliation and mediation services.

15-0206. Commission advisory in nature. --The Human ~~Relations~~ Rights Commission shall be advisory in nature and shall submit all reports and determinations to the board of city commissioners of the city of Fargo. Final authority shall be in the board of city commissioners.

Section 2. Effective Date.

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

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

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Reading:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

(10)

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 8-0309 OF ARTICLE 8-03 OF CHAPTER 8, OF THE FARGO MUNICIPAL CODE RELATING TO DRIVING WHILE LICENSE SUSPENDED OR REVOKED – IMPOUNDMENT OF LICENSE PLATES

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 8-0309 of Article 8-03 of Chapter 8 of the Fargo Municipal Code is hereby amended to read as follows:

8-0309. - Driving while license suspended or revoked—Impoundment of license plates.

It shall be unlawful for any person to drive a vehicle on any ~~public way, street, alley or other public way~~ public or private way, street, alley, parking lot, or area to which the public has a right of access for vehicular use, within the city, at a time when his privilege to do so is suspended or revoked in any jurisdiction. If the suspension or revocation was imposed

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

for violation of § 39-08-01 of the North Dakota Century Code or equivalent statute or ordinance or was governed by § 39-06-31 or chapter 39-20 of the North Dakota Century Code, the sentence must be at least four consecutive days' imprisonment and such fine as the court deems proper. Upon conviction for violation of this ordinance, the court may, in addition to the imposition of the penalty, order the motor vehicle number plates of the motor vehicle owned by the offender at the time of the offense to be impounded by the chief law enforcement officer of the city for the duration of the period of suspension of the offender's driver's license or driving privileges by the licensing authority. The impounded motor vehicle number plates may be released, upon the order of the court, to a bona fide purchaser of the offender's motor vehicle, if that purchaser produces a new certificate of title issued by the registrar of motor vehicles.

Section 2. Effective Date.

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

Section 3. Penalty.

Every person, firm, or corporation violating an ordinance which is punishable as a Class B misdemeanor shall be punished by a fine not to exceed $1,500.00, or by imprisonment not to exceed 30 days, or by both such fine and imprisonment, in the discretion of the court; the court to have power to suspend said sentence and to revoke the suspension thereof, per Section 1-0301(A) and 1-0305(A)(1) of the Fargo Municipal Code.

_____
Dr. Timothy J. Mahoney, Mayor

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

CC
2/3/22
2:45pm

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

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	
Red River Valley Figure Skating Club - Fargo Ice Show	March 13	March 13th	
Organization or Group Contact Person Laura Jacobson	Title or Position Ice Show Director	Telephone Number 7012616821	
Business Address 908 9th St. N	City Fargo	State ND	ZIP Code 58102
Mailing Address *(if different)*	City	State	ZIP Code
Site Name *(where gaming will be conducted)* Southwest Youth Arena			
Site Address 4404 23rd Ave SW	City Fargo	ZIP Code 58103	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	See Attachment	$2,966.00

Add Row | Delete Row

Total *(limit $40,000 per year)*	$2,966.00

Intended Uses of Gaming Proceeds
Expenses for Ice Show

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
Jeremy M Elbert	Raffle Chair	7012614697	jeremy@oakvalley.farm
Signature of Organization or Group's Top Official		Title Raffle Chair	Date 02.03.2022

✓ 11177
25.00
2/10/22

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

(26)

Applying for *(check one)*
~~☒~~ Local 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
St. Mary's Cathedral	5-1-2022	5-1-2022

Organization or Group Contact Person	Title or Position	Telephone Number
Jayme Feakes	Administrator	701-235-4289

Business Address	City	State	ZIP Code
619 7th St. N	Fargo	ND	58102

Mailing Address *(if different)*	City	State	ZIP Code

Site Name *(where gaming will be conducted)*
St. Mary's Cathedral

Site Address	City	ZIP Code	County
604 Broadway	Fargo	58102	Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	Cash	$1,500
	"	$ 500
	"	$ 250
	"	$ 250
	gift card	$ 250
	gift card	$ 250

Total *(limit $40,000 per year)*	$3,000.00

Intended Uses of Gaming Proceeds
For our church programs, building maintenance, bus for the elderly

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
Jayme Feakes	Administrator	235-4289	jayme@cathedralofstmary.com

Signature of Organization or Group's Top Official	Title	Date
Jayme Feakes	Administrator	2/2/22

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

✓ 6/16
25.00
2/16/22

(20)

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	
Safari Club International North Dakota Chapter	3-11-2022		
Organization or Group Contact Person	**Title or Position**	**Telephone Number**	
David Ustanko	President	701-367-0244	
Business Address	**City**	**State**	**ZIP Code**
123 50th Ave E	West Fargo	ND	58078
Mailing Address *(if different)*	**City**	**State**	**ZIP Code**
Site Name *(where gaming will be conducted)*			
Elks Lodge Banquet Room Basement			
Site Address	**City**	**ZIP Code**	**County**
3435 Broadway Dr N	Fargo	ND	Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle Board	Weatherby Vanguard 6.5 creedmoor	699.99
Raffle Board	Savage Axis 6.5 Creedmoor	367.00
Raffle Board	Weatherby Orion 20ga.	825.00
Raffle Board	Ruger American 17 HMR	337.00
Raffle Board	Ruger American 22-250	399.99
Raffle Board	Wilkie Custom 7mm	1680.00

Total *(limit $40,000 per year)*	4308.98 ~~4308.98~~

Intended Uses of Gaming Proceeds
Wildlife Conservation and Hunting Advocacy

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
David Ustanko	President	701-367-0244	northdakotaSCI@outlook.com
Signature of Organization or Group's Top Official		**Title**	**Date**
		President	2/16/2022

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

LL
25.00
2/16/22
2d

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	
Chuck Sornsin Benefit Fund	04-09-2022	04-09-2022	
Organization or Group Contact Person	Title or Position	Telephone Number	
Terri Zimmerman	Champion	701-371-2644	
Business Address	City	State	ZIP Code
3241 University Drive So.	Fargo	ND	58104
Mailing Address *(if different)*	City	State	ZIP Code
Site Name *(where gaming will be conducted)*			
Peace Lutheran Church			
Site Address	City	ZIP Code	County
1011 12th Ave. N.	Fargo	58102	Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	50/50 Raffle	$1,000

Total *(limit $40,000 per year)*	$1,000

Intended Uses of Gaming Proceeds
Pay for expenses associated with heart transplant.

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
Terri Zimmerman	Champion	701-371-2644	tgunnzim@gmail.com
Signature of Organization or Group's Top Official		Title	Date

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

$25.00
✓6570
2-17-22

(2e)

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: Knights of Columbus 6570	Dates of Activity: 4/1/2022	If raffle, provide drawing date: 4/30/2022	
Organization or Group Contact Person: Mike O'Leary	Title or Position: Chair	Telephone Number: 701-235-2404	
Business Address: 1825 22 th Street South	City: Fargo	State: ND	ZIP Code: 58103
Mailing Address *(if different)*: ✓	City: ✓	State:	ZIP Code:
Site Name *(where gaming will be conducted)*: Nativity Church			
Site Address: 1825 22th Street South	City: Fargo	ZIP Code: 58103	County: Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	2 at $500.00	$500.00
✓	4 at $150.00	$600.00
✓	4 at $50.00	$200.00
✓	21 at 25.00	$525.00
	30	

Add Row | Delete Row

Total *(limit $40,000 per year)*: 1,825.00

Intended Uses of Gaming Proceeds: Church physical plant improvements

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: Mike O'Leary	Title: Chair	Telephone Number: 701-235-2404	E-mail Address: Oleary and com@gmail.com
Signature of Organization or Group's Top Official: [signature]		Title: Chair	Date: 2/17/2022

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

(3)

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

Full, Legal Name of Gaming Organization: Fargo Post 2 Baseball Club

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: Herds and Horns			
Street: 1414 12th Ave N	City: Fargo	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 2/23/2022	Ending Date(s) Authorized: 6/30/2022	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site **(required)**: East wall			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

- ☐ Bingo
- ☐ **ELECTRONIC** Quick Shot Bingo
- ☐ Raffles
- ☐ **ELECTRONIC** 50/50 Raffle
- ☐ Pull Tab Jar
- ☐ Pull Tab Dispensing Device
- ☒ **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: 2/22/22
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

THE CITY OF Fargo
FAR MORE

(4)

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

February 16, 2022

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

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

Dear Commissioners:

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

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

Please return the signed originals.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy J. Morris
Nathan Boerboom

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project	County	Parcel(s)
FM-19-C	Cass	01-4060-00620-000
Landowner	Mark E & Barbara B McCourt	
Mailing Address	167 South Woodcrest Drive N Fargo, ND 58102	

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

See enclosed easement(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of $ 70,777.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	$	
Easement and Access Control	$	70,777.00
Improvements on Right of Way*	$	
Damages to Remainder	$	
Total Offer	$	70,777.00

*Description of Damages to Remainder are as follows:

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

Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

previously signed by Barbara McCart
Owner Signature
Signature hereby constitutes acceptance of offer as presented above.

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

Timothy J. Mahoney
MAYOR

SIGNATURE

DATE

EASEMENT
(Temporary Construction Easement)

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

That part of Lot 15, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the most northerly corner of said Lot 15; thence South 42°03'45" West, along the northwesterly line of said Lot 15, for a distance of 94.39 feet to the true point of beginning; thence South 27°46'35" East for a distance of 40.49 feet; thence South 66°01'50" East for a distance of 51.20 feet to a point of intersection with the southeasterly line of said Lot 15; thence South 42°47'14" West, along the southeasterly line of said Lot 15, for a distance of 21.25 feet; thence South 82°34'04" West for a distance of 96.33 feet to a point of intersection with the westerly line of said Lot 15; thence North 00°20'13" West, along the westerly line of said Lot 15, for a distance of 35.36 feet; thence North 42°03'45" East, along the northwesterly line of said Lot 15, for a distance of 66.44 feet to the true point of beginning.

Said tract contains 4,840 square feet, more or less.

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

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

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

This easement shall terminate on June 30, 2023.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor set her hand and caused this instrument to be executed this 11 day of Feb, ~~2021.~~ 2022

GRANTORS:

Mark E. McCourt

Barbara McCourt

Barbara B. McCourt

STATE OF ~~NORTH DAKOTA~~ California

) ss.

COUNTY OF ~~CASS~~ Santa Barbara

On this 11 day of February, ~~2021~~, 2022, before me, a notary public in and for said county and state, personally appeared Mark E. McCourt and Barbara B. McCourt to me known to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

MO ASIM
Notary Public - California
Santa Barbara County
Commission # 2274682
My Comm. Expires Feb 4, 2023

Notary Public

(SEAL)

Santa Barbara County, California.

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

GRANTEE:

City of Fargo, a North Dakota municipal corporation

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

ATTEST

_____
Steve Sprague, City Auditor

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

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

_____
Notary Public
Cass County, ND
My Commission expires:

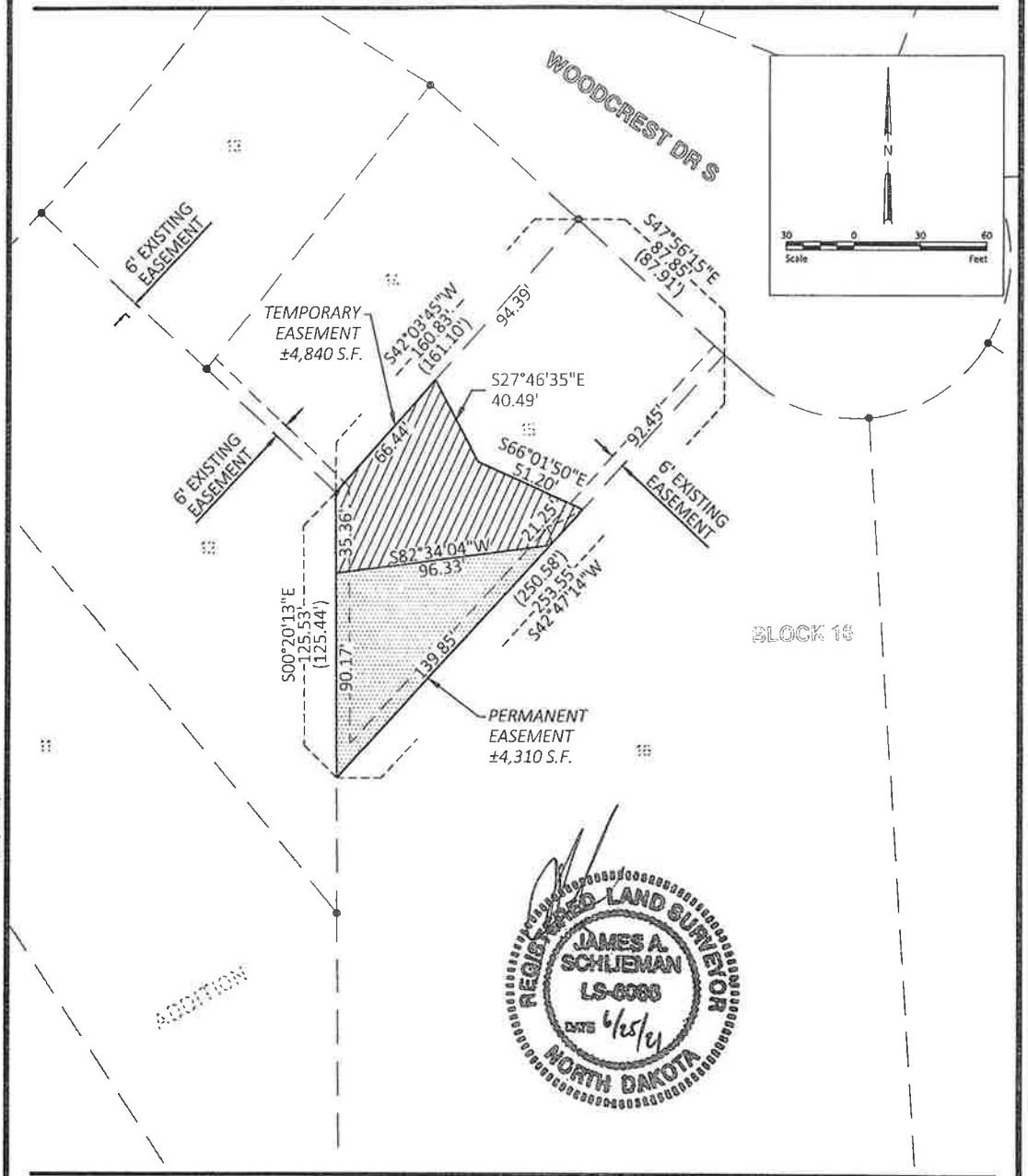
(SEAL)

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

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

"Exhibit A"

PART OF LOT 15, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6068
DATE 6/25/21
NORTH DAKOTA

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

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

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0165	WOODCREST AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2

H:\JBN\6000\6059\6059_0165\CAD\Easements\Lot 15 McCourt Easement Exhibit.dwg-Sheet 1-6/25/2021 7:52 AM-(ltarel)

"Exhibit A"

PART OF LOT 15, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

Description - Permanent Easement:

That part of Lot 15, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the most easterly corner of said Lot 15; thence South 42°47'14" West, along the southeasterly line of said Lot 15, for a distance of 113.70 feet to the true point of beginning; thence South 82°34'04" West for a distance of 96.33 feet to a point of intersection with the westerly line of said Lot 15; thence South 00°20'13" East, along the westerly line of said Lot 15, for a distance of 90.17 feet to the most southerly corner of said Lot 15; thence North 42°47'14" East, along the southeasterly line of said Lot 15, for a distance of 139.85 feet to the true point of beginning.

Said tract contains 4,310 square feet, more or less.

Description - Temporary Easement:

That part of Lot 15, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the most northerly corner of said Lot 15; thence South 42°03'45" West, along the northwesterly line of said Lot 15, for a distance of 94.39 feet to the true point of beginning; thence South 27°46'35" East for a distance of 40.49 feet; thence South 66°01'50" East for a distance of 51.20 feet to a point of intersection with the southeasterly line of said Lot 15; thence South 42°47'14" West, along the southeasterly line of said Lot 15, for a distance of 21.25 feet; thence South 82°34'04" West for a distance of 96.33 feet to a point of intersection with the westerly line of said Lot 15; thence North 00°20'13" West, along the westerly line of said Lot 15, for a distance of 35.36 feet; thence North 42°03'45" East, along the northwesterly line of said Lot 15, for a distance of 66.44 feet to the true point of beginning.

Said tract contains 4,840 square feet, more or less.

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0165	WOODCREST AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2

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PERMANENT EASEMENT
(Storm Sewer)

KNOW ALL MEN BY THESE PRESENTS that **MARK E. MCCOURT AND BARBARA B. MCCOURT,** hereinafter referred to as "Grantors", whether one or more, for and in consideration of the sum of One and no/100 Dollars ($1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA,** a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of constructing, operating, maintaining and repairing a storm sewer, together with the customary appurtenances, said tract being more particularly described as follows:

That part of Lot 15, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the most easterly corner of said Lot 15; thence South 42°47'14" West, along the southeasterly line of said Lot 15, for a distance of 113.70 feet to the true point of beginning; thence South 82°34'04" West for a distance of 96.33 feet to a point of intersection with the westerly line of said Lot 15; thence South 00°20'13" East, along the westerly line of said Lot 15, for a distance of 90.17 feet to the most southerly corner of said Lot 15; thence North 42°47'14" East, along the southeasterly line of said Lot 15, for a distance of 139.85 feet to the true point of beginning.

Said tract contains 4,310 square feet, more or less.

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

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

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

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 11 day of Feb, ~~2021~~. 2022

GRANTORS:

Mark E. McCourt

Barbara B. McCourt

STATE OF ~~NORTH DAKOTA~~) CALIFORNIA
) ss.
COUNTY OF ~~CASS~~) Santa Barbara

On this 11 day of February 2022, ~~2021~~, before me, a notary public in and for said county and state, personally appeared Mark E. McCourt and Barbara B. McCourt to me known to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

MO ASIM
Notary Public - California
Santa Barbara County
Commission # 2274682
My Comm. Expires Feb 4, 2023

(SEAL)

Notary Public
~~Cass County~~, ~~North Dakota~~
Santa Barbara, CALIFORNIA

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

GRANTEE:

City of Fargo, a North Dakota municipal corporation

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

ATTEST

_____
Steve Sprague, City Auditor

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

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

_____
Notary Public
Cass County, ND
My Commission expires:

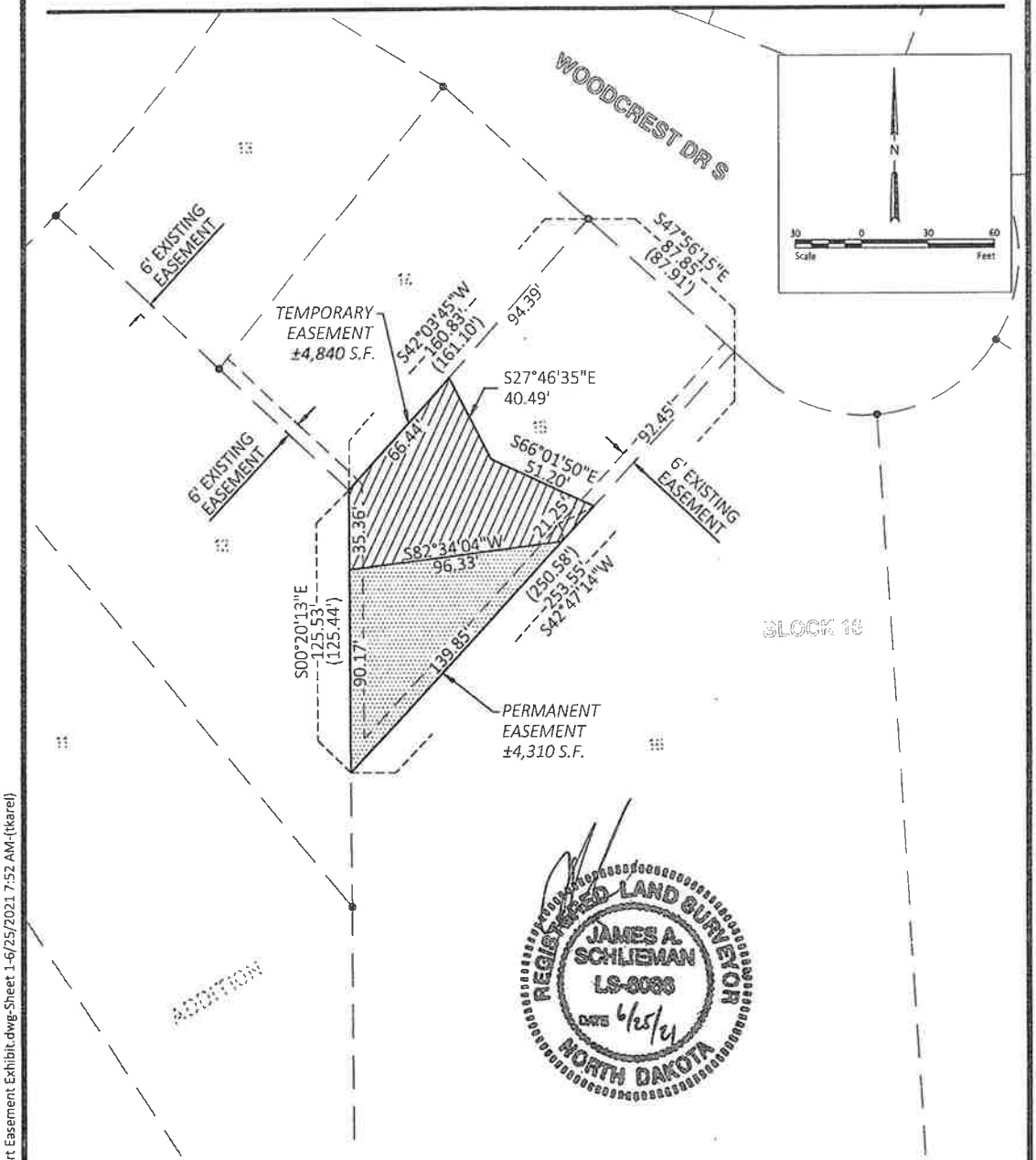
(SEAL)

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

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

"Exhibit A"

PART OF LOT 15, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6066
DATE 6/25/21
NORTH DAKOTA

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

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

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0165	WOODCREST AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2

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"Exhibit A"

PART OF LOT 15, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

Description - Permanent Easement:

That part of Lot 15, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the most easterly corner of said Lot 15; thence South 42°47'14" West, along the southeasterly line of said Lot 15, for a distance of 113.70 feet to the true point of beginning; thence South 82°34'04" West for a distance of 96.33 feet to a point of intersection with the westerly line of said Lot 15; thence South 00°20'13" East, along the westerly line of said Lot 15, for a distance of 90.17 feet to the most southerly corner of said Lot 15; thence North 42°47'14" East, along the southeasterly line of said Lot 15, for a distance of 139.85 feet to the true point of beginning.

Said tract contains 4,310 square feet, more or less.

Description - Temporary Easement:

That part of Lot 15, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the most northerly corner of said Lot 15; thence South 42°03'45" West, along the northwesterly line of said Lot 15, for a distance of 94.39 feet to the true point of beginning; thence South 27°46'35" East for a distance of 40.49 feet; thence South 66°01'50" East for a distance of 51.20 feet to a point of intersection with the southeasterly line of said Lot 15; thence South 42°47'14" West, along the southeasterly line of said Lot 15, for a distance of 21.25 feet; thence South 82°34'04" West for a distance of 96.33 feet to a point of intersection with the westerly line of said Lot 15; thence North 00°20'13" West, along the westerly line of said Lot 15, for a distance of 35.36 feet; thence North 42°03'45" East, along the northwesterly line of said Lot 15, for a distance of 66.44 feet to the true point of beginning.

Said tract contains 4,840 square feet, more or less.

REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6086
DATE 6/25/21
NORTH DAKOTA

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0165	WOODCREST AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2

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PERMANENT EASEMENT
(Levee and Retaining Wall for Flood Control)

KNOW ALL MEN BY THESE PRESENTS that **MARK E. MCCOURT AND BARBARA B. MCCOURT,** hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of One and no/100 Dollars ($1.00) and other valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, **HEREBY GRANT UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, under, upon and in the land hereafter described for the purpose of constructing and maintaining an earthen dike and retaining wall, together with any and all other appurtenant structures or devices, said tracts of land being more particularly described as follows:

That part of Lot 15, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the most easterly corner of said Lot 15; thence South 42°47'14" West, along the southeasterly line of said Lot 15, for a distance of 113.70 feet to the true point of beginning; thence South 82°34'04" West for a distance of 96.33 feet to a point of intersection with the westerly line of said Lot 15; thence South 00°20'13" East, along the westerly line of said Lot 15, for a distance of 90.17 feet to the most southerly corner of said Lot 15; thence North 42°47'14" East, along the southeasterly line of said Lot 15, for a distance of 139.85 feet to the true point of beginning.

Said tract contains 4,310 square feet, more or less.

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

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

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

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 11 day of February, ~~2021.~~ 2022

GRANTORS:

Mark E. McCourt

Barbara McCourt
Barbara B. McCourt

STATE OF California)
) ss.
COUNTY OF Santa Barbara)

On this 11 day of February, ~~2021~~, 2022, before me, a notary public in and for said county and state, personally appeared Mark E. McCourt and Barbara B. McCourt to me known to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

MO ASIM
Notary Public - California
Santa Barbara County
Commission # 2274682
My Comm. Expires Feb 4, 2023

(SEAL)

Notary Public
Santa Barbara County, California

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

GRANTEE:

City of Fargo, a North Dakota municipal corporation

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

ATTEST

_____
Steve Sprague, City Auditor

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

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

_____
Notary Public
Cass County, ND
My Commission expires:

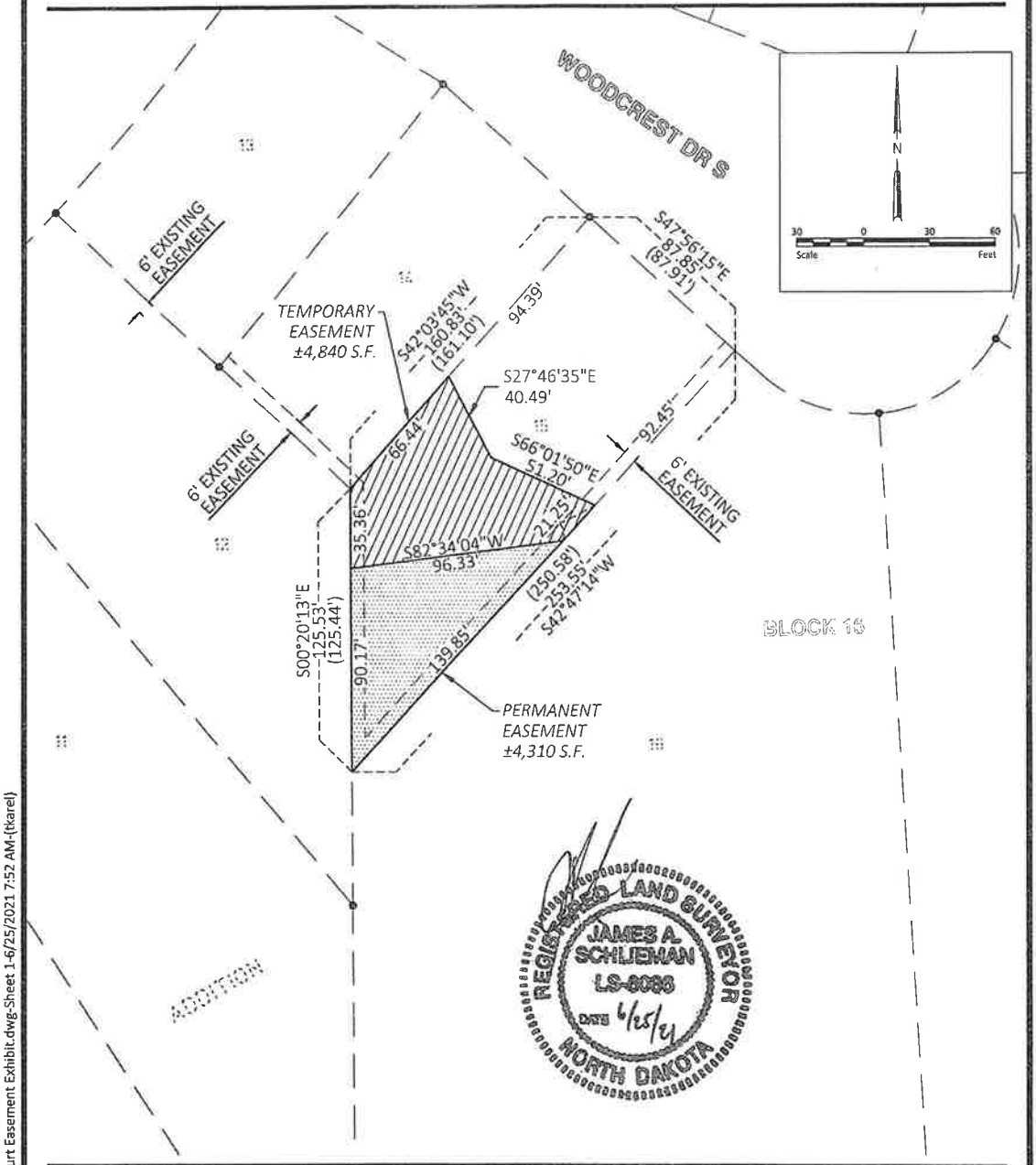
(SEAL)

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

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

"Exhibit A"

PART OF LOT 15, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6068
DATE 6/25/21
NORTH DAKOTA

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

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

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0165	WOODCREST AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2

H:\BN\6000\6059\6059_0165\CAD\Easements\Lot 15 McCourt Easement Exhibit.dwg-Sheet 1-6/25/2021 7:52 AM-(tkarel)

"Exhibit A"

PART OF LOT 15, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

Description - Permanent Easement:

That part of Lot 15, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the most easterly corner of said Lot 15; thence South 42°47'14" West, along the southeasterly line of said Lot 15, for a distance of 113.70 feet to the true point of beginning; thence South 82°34'04" West for a distance of 96.33 feet to a point of intersection with the westerly line of said Lot 15; thence South 00°20'13" East, along the westerly line of said Lot 15, for a distance of 90.17 feet to the most southerly corner of said Lot 15; thence North 42°47'14" East, along the southeasterly line of said Lot 15, for a distance of 139.85 feet to the true point of beginning.

Said tract contains 4,310 square feet, more or less.

Description - Temporary Easement:

That part of Lot 15, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the most northerly corner of said Lot 15; thence South 42°03'45" West, along the northwesterly line of said Lot 15, for a distance of 94.39 feet to the true point of beginning; thence South 27°46'35" East for a distance of 40.49 feet; thence South 66°01'50" East for a distance of 51.20 feet to a point of intersection with the southeasterly line of said Lot 15; thence South 42°47'14" West, along the southeasterly line of said Lot 15, for a distance of 21.25 feet; thence South 82°34'04" West for a distance of 96.33 feet to a point of intersection with the westerly line of said Lot 15; thence North 00°20'13" West, along the westerly line of said Lot 15, for a distance of 35.36 feet; thence North 42°03'45" East, along the northwesterly line of said Lot 15, for a distance of 66.44 feet to the true point of beginning.

Said tract contains 4,840 square feet, more or less.

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0165	WOODCREST AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2

H:\JBA\6000\6059\6059_0165\CAD\Easements\Lot 15 McCourt Easement Exhibit.dwg-Sheet 2-6/25/2021 7:52 AM-(tkarel)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(5)

Project No. FM-19-E1 Type: Time Extension (Change Order #2)

Location: Elm Circle Date of Hearing: 2/14/2022

Routing	Date
City Commission	2/22/2022
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, regarding a time extension (Change Order #2) requested by Key Contracting. This time extension to the Substantial and Final Completion Dates is needed due to material delays.

Staff is recommending approval of the time extension (Change Order #2) as shown below.

Original Completion Dates:	Revised Previously:	Revised This Memo:
Substantial Completion 9/15/2021 Final Completion 10/15/2021	Substantial Completion 11/15/2021 Final Completion 11/30/2021	Substantial Completion 05/16/2022 Final Completion 05/23/2022

On a motion by Ben Dow, seconded by Steve Dirksen, the Committee voted to recommend approval of the time extension (Change Order #2) as described above to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the time extension (Change Order #2) to the Substantial and Final Completion Dates to May 16 and May 23, 2022 to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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

COMMITTEE	Present	Yes	No	Unanimous ☑
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: Rob Hasey, Project Manager

Date: February 14, 2022

Re: Project No. FM-19-E1 – Time Extension (CO #2)

Background:

Project No. FM-19-E1 is for the installation of an earthen levee in the Elm Circle neighborhood.

The General Contractor (Key Contracting) has been delayed on this project due to Subcontractor material delays. Fencing along the top of the retaining wall behind #1375 & #1385 Elm Circle was delayed by the Subcontractor's supplier. As part of Change Order #1, substantial completion was revised to November 15, 2021 and final completion was revised to November 30, 2021.

The fencing material arrived in late November but was not installed due to unfavorable installation conditions. We discussed with the Contractor and the fencing Subcontractor that this fence should be installed in the spring when the ground thaws and conditions are more favorable. We are proposing to have the Contractor install the fencing no later than May 16th, 2022. Final Completion is to be revised to May 23rd, 2022 to allow for touchup seeding and cleanup.

Recommended Motion:

Approve the change to the Substantial and Final Completion Dates as shown below:

Original Completion Dates:	Revised Previously:	Revised This Memo:
Substantial Completion 9/15/2021 Final Completion 10/15/2021	Substantial Completion 11/15/2021 Final Completion 11/30/2021	Substantial Completion 05/16/2022 Final Completion 05/23/2022

RJH/klb

Attachments

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	FM-19-E1	**Change Order No**	2
Project Name	Elm Circle Flood Risk Management Project		
Date Entered	2/7/2022	**For**	Key Contracting Inc

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

EXPLANATION OF CHANGE: Substantial and Final Completion Time Extension

Modify Substantial Completion from 11/15/2021 to 05/16/2022 and Final Completion from 11/30/2021 to 05/23/2022.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)

Summary

Source Of Funding	
Net Amount Change Order # 2 ($)	
Previous Change Orders ($)	3,195.00
Original Contract Amount ($)	819,227.80
Total Contract Amount ($)	822,422.80

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
11/15/2021		182.00	189.00	05/16/2022	

Description

Original Substantial Completion Date: 09-15-2021
Modified Substantial Completion Date (CO #1): 11-15-2021
Proposed Substantial Completion Date (CO #2): 05-16-2022

Original Final Completion Date: 10-15-2021
Modified Final Completion Date (CO #1): 11-30-2021
Proposed Final Completion Date (CO #2): 05-23-2022

APPROVED **APPROVED DATE**

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

For Contractor Thomas P. Martin		Department Head	2/15/22
Title President		Mayor	
		Attest	

HOUSTON engineering, inc.

Fargo Office | P | 701.237.5065
1401 21st Avenue North | Fargo, ND 58102

February 7, 2022

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

Subject: FM-19-E1 Elm Circle Flood Risk Management Project
Change Order No. 2 Recommendation

Mr. Hasey:

Key Contracting is requesting a modification to the contract Substantial Completion date.

TIME EXTENSION REQUEST

Substantial Completion Date Extension: Due to manufacturing delays for the fence, the Contractor was unable to install the fence by the substantial completion date of November 15, 2021. The fence was delivered to the Contractor's facility on November 29th, 2021. After discussions with the affected private property owners, the decision was made to delay fence installation until the following spring.

RECOMMENDATIONS

We have reviewed the Time Extension Request listed above. We recommend extending the project's substantial completion date to May 16th, 2022. This should allow time for the Contractor to install the fence prior to the substantial completion date. Lastly, we recommend the final completion date of the project be extended to May 23rd, 2022 to allow an additional week beyond the new substantial completion date for any touchup seeding and cleanup related to the fence installation.

Sincerely,

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

COVER SHEET
CITY OF FARGO PROJECTS

(6)

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

Exact, full name of Project as it will appear in the Contract:

Pavement Markings

Project No. TM-22-A

Call For Bids	February 22	, 2022
Advertise Dates	March 2, 9 & 16	, 2022
Bid Opening Date	March 30	, 2022
Substantial Completion Date	September 1	, 2022
Final Completion Date	October 1	, 2022

N/A PWPEC Report (**Part of 2022 CIP**)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Jim Mohr

Phone No. (701) 241-1545

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

N/A Create District (Attach Copy of Legal Description)

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

N/A Assessment Map (Attach Copy for Auditor's Office Only)

THE CITY OF Fargo FAR MORE

ENGINEER'S REPORT

PAVEMENT MARKINGS

PROJECT NO. TM-22-A

VARIOUS LOCATIONS CITY WIDE

Nature & Scope

This project calls for new pavement markings at various locations Citywide. The goal of the project is to replace existing pavement markings that are faded or are non-existent.

Purpose

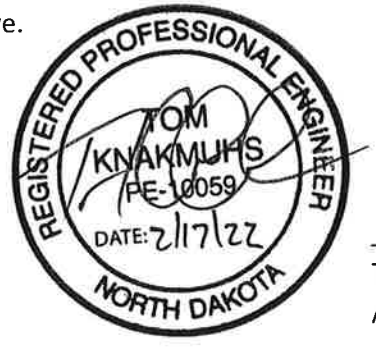
The purpose of the project is to replace existing pavement markings to provide safer road conditions.

Feasibility

The estimated cost of construction is $478,837.50. The cost breakdown is as follows:

Infrastructure Sales Tax Funds		
Construction Cost		$478,837.50
Fees		
Engineering	10%	$47,883.75
Admin	4%	$19,153.50
Legal	3%	$14,365.13
Interest	4%	$19,153.50
Contingency	5%	$23,941.88
Total Estimated Cost		**$603,335.26**
Funding		
Sales Tax Funds - Infrastructure - 420	100.00%	$603,335.26
Project Funding Summary		
Sales Tax Funds - Infrastructure - 420	100.00%	$603,335.26
Total Estimated Project Cost		**$603,335.26**

We believe this project to be cost effective.



Tom Knakmuhs, P.E.
Assistant City Engineer

THE CITY OF Fargo FAR MORE

(1)

HUMAN RESOURCES DEPARTMENT
Fargo City Hall
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1321 | Fax: 701.476.6707
www.FargoND.gov

To: Board of City Commissioners

From: Jill Minette, Director of Human Resources JM

Re: The Village Business Institute Employee Assistance Program (EAP) Contract

Date: February 16, 2022

Please see the attached contract with The Village Business Institute for the Employee Assistance Program (EAP). This contract renewal is effective through December 31, 2024. The cost associated with the EAP is included in the current budget.

The contract language has been reviewed by the City Attorney.

RECOMMENDED MOTION: To approve the contract with The Village Business Institute for the Employee Assistance Program (EAP).

EAP Full-Service Contract for Services
Employee Assistance Program

The following is a contract between CITY OF FARGO and THE VILLAGE BUSINESS INSTITUTE, a division of the The Village Family Service Center ("The Village").

WHEREAS, The Village Business Institute is engaged in offering personal assistance to employees of business, industry and agencies and their families, and CITY OF FARGO desires to participate in this program:

THEREFORE, The Village Business Institute and CITY OF FARGO to the following:

1. The Village Business Institute agrees to provide the following:

    a. A Household Aggregate Model Employee Assistance Program (EAP). The Village Business Institute shall make available to each covered current full time, part time or prn employee, a quantity of sessions equal to the number of household members times (x) 4. (Example: 5 household members times (x) 4 sessions per household member equals 20 available sessions for the household.) No household will have less than 8 available sessions. A household member may be a spouse, child, parent, partner, stepchild, child outside the home going to school, and individual not related but living in the home. We do provide coverage in some unique cases where an individual is outside of the home, but still maintains the same permanent address as the individual primarily covered by The Village Business Institute's EAP. These sessions include access to the full range of short-term counseling and programs available at The Village Business Institute EAP. If referred outside of The Village Business Institute EAP for medical reasons, it is the responsibility of the household member to arrange payment for the service. (Service may be covered by personal health insurance.) Sessions may be applied towards face-to-face mental health counseling (web-based, HIPAA-protected) telehealth sessions, or in-person sessions if an affiliate provider is available, financial counseling, legal counseling, wellness/education, 24/7 crisis counseling, and Chemical Dependency Assessments/education.

    b. Formal referral process is available for:
        1) Job performance issues
        2) Violation of Companies' Drug Free Workplace policy
        3) For employees falling under DOT (Department of Transportation) regulations, The Village Business Institute will locate and provide referrals to SAP (Substance Abuse Professional) that meets the requirements of federal regulations.

    c. 20 hours of customized on-site or web-based employee or management training and /or crisis management services to meet the needs of CITY OF FARGO.

d. Training hours available in the CITY OF FARGO contract may also be used to have an EAP professional assist your organization(s) in integrating EAP services with work-life, wellness, human capital, and healthcare programs in order to provide a linked, comprehensive delivery of services. The Village Business Institute EAP professionals, upon request, will attend in person, via teleconference or web-based, department or committee meetings and provide input and coordination of EAP services. Training programs are the work production of The Village Business Institute and are not to be considered to be a product of any other agency.

e. The Village Business Institute's consulting services are at a reduced rate to CITY OF FARGO.

f. Orientation sessions for management/supervisory staff in how to deal with troubled employees and how to use The Village Business Institute's EAP.

g. Orientation sessions for employees to explain The Village Business Institute's EAP program, how it is used, and the services it offers. Sessions are scheduled to encourage 100% participation.

h. Travel expenses for covered training within ND, SD, and MN are the sole responsibility of The Village Business Institute. Travel expenses for covered trainings outside of ND, SD, and MN shall be shared by the parties as follows: lodging and food will be the responsibility of The Village Business Institute; transportation costs shall be paid by CITY OF FARGO.

i. Toll-free Supervisor Helpline providing phone consultation to supervisors/managers in dealing with troubled employees. Supervisor Helpline services will be provided by EAP counseling and management specialists.

j. Monthly employee newsletters focused on work-related issues, personal wellness and family dynamics.

k. Quarterly newsletters focused on helping supervisors lead, teach and guide employees.

l. Semi-annual statistical reports on program utilization.

m. Services to an employee for ninety (90) days following termination/disability from CITY OF FARGO.

n. Promotional materials or other appropriate information to encourage use of the program.

2. CITY OF FARGO agrees to provide the following:

a. Endorse The Village Business Institute EAP program and incorporate it into existing personnel policies and procedures.

b. Provide space in the workplace for brochures, posters or other appropriate information supplied by The Village Business Institute to encourage program use.

c. Ensure employees receive monthly newsletters, quarterly supervisor newsletters and EAP program updates.

d. Designate one or more contact persons to serve as liaison with The Village Business Institute and to assist in implementing the program.

e. Provide an opportunity for all management, supervisory personnel, and employees to participate in training programs.

3. The terms of the contract shall be from January 01, 2022 to December 31, 2024 at a cost of $30.00 per year per full-time equivalent employee (FTE) for 1,022 FTE employees. Total first year contract cost is $30,660.00 and will be paid annually at the beginning of the contract year or as determined. FTE's will be confirmed annually.

4. This contract is automatically renewable on the date indicated in #3, except that either party may terminate this agreement upon thirty (30) days written notice to the other party.

5. Both The Village Business Institute and CITY OF FARGO shall maintain confidentiality of privileged information in accordance with applicable state and federal law. Identifying information about CITY OF FARGO or household members using the program shall not be given out by The Village Business Institute under any circumstances unless the client signs an agreement authorizing The Village Business Institute permission to disclose such information, except in instances of risk/safety concerns. The Village Business Institute will use and disclose only the minimum necessary protected client information to accomplish the purpose for which the information is being used or disclosed. The Village Business Institute will maintain physical, electronic, and procedural safeguards that comply with federal regulation to guard protected client information.

   Both The Village Business Institute and CITY OF FARGO shall maintain the highest ethical and legal standards in all phases of the program.

6. CITY OF FARGO understands that The Village Business Institute does not provide counseling services through its own employees or employees of The Village outside North Dakota and Minnesota. The Village Business Institute contracts with licensed and insured affiliate providers "Affiliates" located in states and countries outside of North Dakota and Minnesota. To the extent provided by law, CITY OF FARGO hereby consents to Affiliates providing counseling services to its employees and agrees to indemnify and hold harmless for any services, losses, expenses, damages, or injuries resulting from or arising out of services provided to CITY OF FARGO or its employees by an Affiliate.

7. CITY OF FARGO represents that it has been apprised of all states and countries in which EAP counseling services are presently provided outside of its regional offices of North Dakota and Minnesota. While The Village Business Institute strives to provide services where CITY OF FARGO employees are located, The Village Business Institute does not represent, warrant, or guarantee that it will provide in all states or countries when CITY OF FARGO employees are located outside of its regional offices of North Dakota and Minnesota. These service areas are subject to change without notice to CITY OF FARGO and The Village Business Institute is under no obligation to expand to states or countries outside its current service areas.

8. CITY OF FARGO agrees to indemnify and hold harmless The Village for actions, causes of action, suits, claims, judgments, settlements, liabilities, damages, penalties, losses, expenses, including without limitation, extra-contractual damages, court costs, attorney's fees, punitive and exemplary damages resulting from or arising out of any function under this Agreement, including but not limited to any services provided by an Affiliate, if the liability was the direct consequence of the action of CITY OF FARGO or the Affiliate.

THE VILLAGE BUSINESS INSTITUTE
PO Box 9859
1201 25th St. S.
Fargo, ND 58106-9859

BY: _____

Title:

Date:

CITY OF FARGO
225 4th Street N
Fargo, ND 58102

BY: _____

Title:

Date:

THE CITY OF Fargo
FAR MORE

8

HUMAN RESOURCES DEPARTMENT
Fargo City Hall
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1321 | Fax: 701.476.6707
www.FargoND.gov

To: Board of City Commissioners

From: Jill Minette, Director of Human Resources JM

Re: MissionSquare (formerly ICMA) 457 Agreement

Date: February 16, 2022

Please see the attached Administrative Services Agreement with MissionSquare (formerly ICMA) for the 457 plan. Based on the combined asset level, MissionSquare is offering lower expense ratios to participants in the coming months resulting in savings for City of Fargo employees.

The agreement has been reviewed by the City Attorney.

RECOMMENDED MOTION: To approve the MissionSquare Administrative Services Agreement.

ADMINISTRATIVE SERVICES AGREEMENT

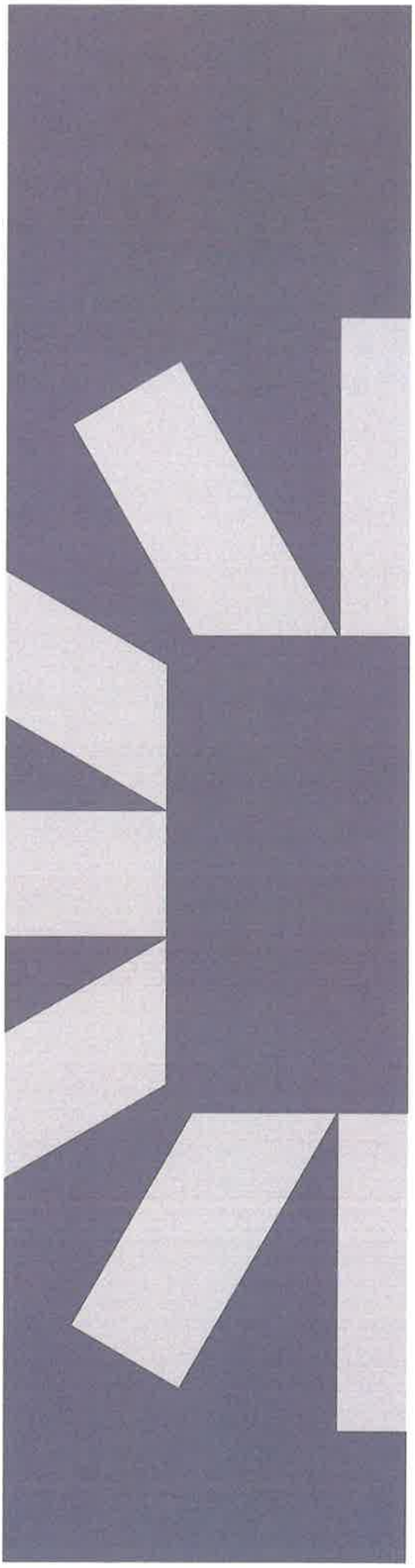
for

City of Fargo

Type: **457**

Account #: **302295**

MissionSquare
RETIREMENT



ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of this day, (please enter date) _____, (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation ("MissionSquare"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **City of Fargo** ("Employer"), an **Entity** organized and existing under the laws of the State of **North Dakota** with an office at **225 4th Street, Fargo, North Dakota 58102**.

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

MissionSquare, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

MissionSquare has designed, and VantageTrust Company offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Fund's principal disclosure documents, which are the Disclosure Memorandum and the Fact Sheets (together, "MSQ Disclosures"); and

MissionSquare provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

AGREEMENTS

1. Appointment of MissionSquare

Employer hereby appoints MissionSquare as administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by MissionSquare shall be those set forth in Exhibit A to this Agreement.

2. Adoption of VantageTrust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the MSQ Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Exclusivity Agreement

Employer agrees that for the initial or succeeding term of this Agreement specified in Section 11, so long as MissionSquare continues to perform in all material respects the services to be performed by it under this Agreement, Employer shall not obtain plan administration from anyone other than MissionSquare. Employer acknowledges that MissionSquare has agreed to the compensation to be paid to MissionSquare under this Agreement in the expectation that MissionSquare will be able to offset costs allocable to performing this Agreement with revenues arising from Employer's exclusive use of MissionSquare at the rates provided herein throughout the initial or succeeding term.

4. Employer Duty to Furnish Information

Employer agrees to furnish to MissionSquare on a timely basis such information as is necessary for MissionSquare to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify MissionSquare in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the plan sponsor website. MissionSquare shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is

furnished by such participant or beneficiary, and MissionSquare shall not be responsible for any error arising from its reliance on such information. MissionSquare will provide reports, statements and account information to the Employer through the plan sponsor website.

Employer is required to send in contributions through the plan sponsor website. Alternative electronic methods may be allowed but must be approved by MissionSquare for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to MissionSquare through electronic data feeds from external sources (such as Morningstar) or third-party fund providers, the Employer is responsible for providing to MissionSquare timely fund investment updates for disclosure to Plan participants. Such updates may be provided to MissionSquare through the Employer's investment consultant or other designated representative.

5. MissionSquare Representations and Warranties

MissionSquare represents and warrants to Employer that:

(a) MissionSquare is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of MissionSquare, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for MissionSquare, or its wholly owned subsidiary, to serve in that capacity.

(b) MissionSquare is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.

(c) MissionSquare shall maintain and administer the Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that MissionSquare shall not be responsible for the eligible status of the Plan in the event that the Employer directs MissionSquare to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, MissionSquare shall not be responsible for the eligible status of the

Plan to the extent affected by terms in the Employer's plan document that differ from those in MissionSquare's model plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

6. Employer Representations and Warranties

Employer represents and warrants to MissionSquare that:

(a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.

(b) Employer understands and agrees that MissionSquare's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, MissionSquare does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. MissionSquare does not perform any service under this Agreement that might cause MissionSquare to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that MissionSquare provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.

(c) Employer acknowledges and agrees that MissionSquare does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the MissionSquare Retirement IncomeAdvantage Fund is an investment option for the

Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the MSQ Disclosures and that it has read the information therein concerning the MissionSquare Retirement IncomeAdvantage Fund.

(d) Employer acknowledges that certain such services to be performed by MissionSquare under this Agreement may be performed by an affiliate or agent of MissionSquare pursuant to one or more other contractual arrangements or relationships, and that MissionSquare reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.

(e) Employer approves the use of its Plan in MissionSquare external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

7. Participation in Certain Proceedings

The Employer hereby authorizes MissionSquare to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies MissionSquare otherwise, Employer consents to the disbursement by MissionSquare of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

8. Compensation and Payment

(a) MissionSquare's compensation under this Agreement shall be as set forth in subsection (b) below.

(b) **Compensation for Management Services to VantageTrust Company, Compensation for Advisory and other Services to the MissionSquare Funds Class M and Payments from Third-Party Mutual Funds**. Employer acknowledges that MissionSquare, or its wholly owned subsidiary, receives fees from VantageTrust Company for investment advisory services and plan and participant services furnished to VantageTrust Company. Employer further acknowledges that MissionSquare, including certain of its wholly owned subsidiaries, receives compensation for

advisory and other services furnished to the MissionSquare Funds Class M, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a MissionSquare Fund Class R that invests substantially all of its assets in a third-party mutual fund not affiliated with MissionSquare, MissionSquare or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the MSQ Disclosures and MissionSquare's fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, MissionSquare receives administrative fees from its third party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third party mutual funds; such administrative fees come from payments made by third party mutual funds to the settlement and clearing agent.

(c) **Redemption Fees**. Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by MissionSquare. MissionSquare remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the MSQ Disclosures.

(d) **Payment Procedures**. All payments to MissionSquare pursuant to this Section 8 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by MissionSquare shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 8 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section **8** are contingent upon the Employer's use of MissionSquare's plan sponsor website for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement. The compensation in this Section **8** is also based on the assets of the Plan being invested in **R5** shares of

Vantagepoint PLUS Fund and the Employer offering the Vantagepoint PLUS Fund as the sole stable value option.

The compensation and payment in this Section **8** will take effect in the calendar quarter following receipt at a Delivery Address (defined below the signature line) of one fully executed copy of this Administrative Services Agreement based upon the following schedule:

- Agreement received by February 20 - Effective April
- Agreement received by May 20 - Effective July
- Agreement received by August 20 - Effective October
- Agreement received by December 20 - Effective February

Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the Employer (a) chooses to implement additional mutual funds that neither (i) trade via NSCC nor (ii) meet MissionSquare's daily trading operational guidelines or (b) chooses to implement investment options that are not mutual funds.

9. Contribution Remittance

Employer understands that amounts invested in the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer by MissionSquare and are not to be remitted to MissionSquare. In the event that any check or wire transfer is incorrectly labeled or transferred to MissionSquare, MissionSquare may return it to Employer with proper instructions.

10. Indemnification

MissionSquare shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than MissionSquare in connection with the administration or operation of the Plan. To the extent allowed by law, Employer shall indemnify MissionSquare against, and hold MissionSquare harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against MissionSquare by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from MissionSquare's negligence, bad faith, or willful misconduct.

11. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). The term of this Agreement will commence on the Inception Date and extend **five (5) years** from that date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the MissionSquare PLUS Fund, offered by VantageTrust, as an investment option in its investment line-up), MissionSquare retains full discretion to release Plan assets invested in the MissionSquare PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written notification from the Employer that it has made a final and binding selection of a replacement for MissionSquare as administrator of the Plan (or a replacement investment option for the MissionSquare PLUS Fund).

12. Amendments and Adjustments

(a) This Agreement may be amended by written instrument signed by the parties.

(b) MissionSquare may modify this Agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies MissionSquare in writing that it objects to such modification. The foregoing permission to modify shall not apply to material terms specific to Employer, including Compensation & Payment; Term, and the scope of administrative services.

(c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

13. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or

to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

> **MissionSquare**: Legal Department, MissionSquare, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
> **Facsimile**; (202) 962-4601
>
> **Employer:** at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

14. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between MissionSquare and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

15. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

16. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **North Dakota**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

CITY OF FARGO

By _____
Signature/Date

By _____
Steve Sprague
City Auditor

Attest:

_____
Steven Sprague

THE INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION doing business as MISSIONSQUARE RETIREMENT

By _____
Erica McFarquhar
Authorized Representative

Please return an executed copy of the Agreement to a Delivery Address, either:

(a) Via **DocuSign,** or
(b) Electronically to ClientContracts_ICMA-RC@icmarc.org

Exhibit A

Administrative Services

The administrative services to be performed by MissionSquare under this Agreement shall be as follows:

(a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through the plan sponsor website.

(b) Establishment of participant accounts for each employee participating in the Plan for whom MissionSquare receives appropriate enrollment instructions. MissionSquare is not responsible for determining if such Plan participants are eligible under the terms of the Plan.

(c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.

(d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.

(e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to MissionSquare through the participant website or the plan sponsor website), beneficiary designation instructions and all other documents concerning each participant's account.

(f) Provision of periodic reports to the Employer through the plan sponsor website. Participants will have access to account information through Participant Services, Voice Response System, the participant website, and text access, and through quarterly statements that can be delivered electronically through the participant website or by postal service.

(g) Communication to participants of information regarding their rights and elections under the Plan.

(h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or MissionSquare are closed for business (including emergency closings)), to assist participants.

(i) Making available access to MissionSquare's website, to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website is normally available 24 hours a day, seven days a week except during scheduled

maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at https://accountaccess.icmarc.org.

(j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.

(k) Making available access to MissionSquare's plan sponsor web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. The plan sponsor website is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window currently is outlined at https://ezlink.icmarc.org.

(l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website or via form.

(m) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, MissionSquare will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.

(n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through the participant website.

(o) Guided Pathways Advisory Services – MissionSquare's participant advice service, "Fund Advice" may be made available through a third-party vendor on the terms specified on MissionSquare's website.

(p) MissionSquare will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).

Fargo Public Library

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TO: BOARD OF CITY COMMISSIONERS

FROM: TIM DIRKS, MLIS, MPA

DATE: FEBRUARY 8, 2022

RE: OVERDRIVE SSP

The attached sole source paperwork for OverDrive Inc. was submitted to the Finance Committee for their January 2022 meeting. The Finance Committee approved and assigned SSP22012. Per City of Fargo purchasing policy, this request also needs to be approved by the Commission due to the dollar amount. OverDrive Inc. is the main provider of e-content for the Fargo Public Library. Increase in demand over the past two years has led to increase in purchasing e-content.

Please feel free to call me at 701-241-1493 if you need additional information.

Suggested Motion: Move to approve the sole source request for OverDrive Inc. per the action of the Finance Committee.

TD

Enclosure

Betsy Dauer

From: Jill Pagel
Sent: Tuesday, February 1, 2022 8:12 AM
To: Betsy Dauer; Benjamin Dow; Melissa Wolf; Steven Dirksen; Andi Bullinger; Nicole Crutchfield; Albert Gibson; Gregg Schildberger; James Hausauer
Subject: Finance Committee 1/31/22

The following requests have been approved:

Company/Bid Winner	Project or Service	AD Number	Department Requested	Contact	Commission or Finance Date	Bid Op Bi
OverDrive	E-content for libraries	SSP22012	Library	Betsy	FIN 1/24/22	
IT Pipes	ITPipes Mobile	SSP22023	Public Works	Ben Dow	FIN 1/31/22	
Toshiba	Copiers	PBC191411	Library	Betsy	FIN 1/31/22	
Target Solutions	Replace Telestaff for managing day to day	SSP22026	Fire	Steve Dirksen	FIN 1/31/22	
Interface Studio	Downtown InFocus Master Plan	SSP22027	Planning	Nicole K	FIN 1/31/22	
czb, LLC	Core Neighborhood Master Plan focusing on housing reinvestment Activities	SSP22028	Planning	Nicole K	FIN 1/31/22	
Parsons Electric	Cabling and electrical work for broadcast locations	SSP22029	Communications	Gregg S	FIN 1/31/22	
Ascendum Machinery	Emergency Repairs to a loader for snow removal	QF22030	Water Reclamation	Jim H	FIN 1/31/22	

Jill Pagel | Deputy City Auditor | City of Fargo | 225 4th St N, Fargo, ND 58102
o: (701) 241-8108 | f: (701) 241-8184 jpagel@fargond.gov

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:

OverDrive, Inc.

Estimated Dollar Amount of Purchase:

Approximately $150,000 per year for 5 years

Is this procurement funded by a federal grant?

No

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

The project/service is required to:

Provide e-content to library customers.

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

Only library econtent vendor that supports Kindle e-readers. Currently, 37% of our users use Kindles to read ebooks.

Part of a statewide cooperative collection.

Provides best user experience for customers across widest variety of devices.

Most popular econtent platform for libraries (see attached table)

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. **)

Have conducted demonstrations with all major ebook platforms including:

1. Axis360 by Baker & Taylor
2. Cloud Library by 3M
4. Hoopla, which we also subscribe to

Regularly review literature in industry publications to keep up on additions.

****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)

See attached table

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

The contract is with Overdrive directly, but provides access to the North Dakota Shared Collection, which covers all North Dakota residents through a cooperative purchasing agreement. Migrating platforms would require migrating away shared content from the cooperative agreement.

Signature: _____
(Requestor)

Printed Name: Benjamin Daeuber / Betsy Dauer

Department: Library

Title: Electronic Resources Librarian / Principal Office Associate

Date: 12/23/2021

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.

BD (Betsy Dauer)
(Requestor Initials)

	B&T Axis 360	3M Cloud Library	Overdrive	Hoopla
eBooks from all major publishers	yes	yes	yes	some
eAudiobooks from all major publishers	yes	yes	most	some
Kindle support	no	no	yes	no
Video Availability	yes	yes	yes	yes
Exclusive Content	no	no	no	DC Comics, Disney
Pay-per-use pricing	yes - limited by publisher	yes - limited by publisher	yes - limited by publisher	yes
Multi-Use titles available	limited	limited	limited	yes
Package pricing available	no	no	no	no
Streaming Music	no	no	no	yes
User Experience Rating (and number of reviews)				
Apple App Store Rating	4.2 (12,850)	4.7 (91,461)	4.8 (1,671,053)	4.8 (547,191)
Google Play Store Rating	4.2 (13,182)	4.6 (26,021)	4.5 (49,830)	4.7 (120,228)
Amazon App Store Rating	4 (1,577)	currently abandoned	4.4 (31,774)	4.4 (16,243)

Fargo Public Library

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TO: BOARD OF CITY COMMISSIONERS

FROM: TIM DIRKS, LIBRARY DIRECTOR TD

DATE: FEBRUARY 15, 2022

RE: RED RIVER VALLEY KIDS READ – GRANT APPLICATION

Children's librarian, Cindy Mason, has applied for and been awarded a grant through North Dakota Council on the Arts (NDCA). We are seeking approval from Commission prior to accepting. This is a 50/50 matching grant. We were awarded $1,250, which makes our local share $1,250. We are not asking for a budget adjustment for the local share. Each participating library will contribute a small amount towards the local share to help make this program available.

Brief synopsis of the program we would use the grant for:

We are a group of five libraries partnering together for the first time on a project to tie our communities together, up and down the Red River Valley, through storytelling and quality literature for children. Partner libraries include the Fargo Public, Grand Forks Public, Leach (Wahpeton) Public, West Fargo Public, and the Moorhead Public Library. This is the inaugural event of a new literature-based program for kids that includes author/artist visits at all participating libraries. In addition to the author visit, we would like to pass out a supply of books at no charge to interested kids at all locations. To provide for the author visit and books, we are asking the NDCA for the maximum of $1,250.

Please feel free to call me at 701-241-1493 if you need additional information.

Suggested Motion: Please approve the library to accept the grant for Red River Valley Kids Read through NDCA.

TD

Enclosure

Red River Valley Kids Read

Round 5: Special Projects FY22 Application

Fargo Public Library

Cynthia Mason
102 3rd St S
Fargo, ND 58102

O: 701-241-8277

Cynthia Mason

102 3rd St N
Fargo, ND 58102

cmason@fargolibrary.org
O: 701-476-5985

Application Form

Welcome

Welcome to NDCA's Special Projects FY22 application. Before you get started, note that questions marked with an asterisk require a response. If you have questions, contact the Program Officer Vanessa Voskuil at vvoskuil@nd.gov or 701-328-7591.

Confirmation

Grant Guidelines Confirmation*

I have read and understand the Special Projects Program Overview and Application Instructions that are available for download on the NDCA website.

Yes

Application Information

Select who is applying:*

Public Entity such as a unit of state, local, or tribal government

Application Artist Question*

For proposals that include hiring an artist(s) or artist group(s) **who are already selected**, work samples and a summary of artistic achievements are required for up to two of the artists or artist groups that have been selected. Does your proposal include hiring an artist(s) or artist group(s)?

Yes

NEA Questions

NDCA collects this information for reporting purposes for the National Endowment for the Arts. These questions are not reviewed by the panel.

Applicant Discipline*

From the drop-down menu, select one category that best describes your primary area of work in the arts.

- 01 Dance
- 02 Music
- 03 Opera/Music Theatre
- 04 Theatre
- 05 Visual Arts
- 06 Design Arts
- 07 Crafts

- 08 Photography
- 09 Media Arts
- 10 Literature
- 11 Interdisciplinary
- 12 Folk/Traditional Arts
- 13 Humanities
- 14 Multidisciplinary
- 15 Non-arts/Non-humanities

10

Project Discipline*

From the drop-down menu select one category that best represents the grant activity described in your application.

- 01 Dance
- 02 Music
- 03 Opera/Music Theatre
- 04 Theatre
- 05 Visual Arts
- 06 Design Arts
- 07 Crafts
- 08 Photography
- 09 Media Arts
- 10 Literature
- 11 Interdisciplinary
- 12 Folk/Traditional Arts
- 13 Humanities
- 14 Multidisciplinary
- 15 Non-arts/Non-humanities

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Type of Activity*

From the drop-down menu select the NEA code that best describes the activities of the project.

- 01 Acquisition
- 02 Audience Services
- 03 Award/Fellowship
- 04 Creation of a Work of Art
- 05 Concert/Performance/Reading
- 06 Exhibition

- 07 Facility Construction, Maintenance, Renovation
- 08 Fair/Festival
- 09 Identification/Documentation
- 10 Institution/Organization Establishment
- 11 Institution/Organization Support
- 12 Arts Instruction
- 13 Marketing
- 14 Professional Support - Administrative
- 15 Professional Support - Artistic
- 16 Recording/Filming/Taping
- 17 Publication
- 18 Repair/Restoration/Conservation
- 19 Research/Planning
- 20 School Residency
- 21 Other Residency
- 22 Seminar/Conference
- 23 Equipment Purchase/Lease/Rental
- 24 Distribution of Art
- 25 Apprenticeship/Internship
- 26 Regranting
- 27 Translation
- 28 Writing about Art
- 29 Professional Development/Training
- 30 Student Assessment

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Organization Questions

Mission Statement*

Provide the applicant's board approved and the official mission statement. Do not include additional information such as vision or values statements. For **fiscally sponsored groups** who do not have a mission statement, include a one sentence description of the proposed project.

The Fargo Public Library provides effective and efficient library services to meet our community's personal, professional, and lifelong learning needs.

Organization/Group History*

Provide a brief general history/background of the applicant. For nonprofits and **fiscally sponsored groups**, summarize why and how the group formed, and what it does. What is the group's mission or purpose for forming? In general, what kind of arts programming has been produced and/or does it plan to produce? This section is not

rated but helps introduce your group to panelists who may not be familiar with what you do or your group's artistic output.

The Fargo Public Library has been in existence since 1900. We currently have a Main Library located in the downtown area and two branch locations - one on the north side and one on the south side of town. In 2021 we had 28,494 registered patrons.

Our library provides multi-generational programming related to our mission at no charge to the public. Types of programming includes concerts, artist workshops, storytimes, STEM-related events, arts and crafts events, writing workshops, author visits, early literacy events, and many more. In 2019, pre-COVID, the Fargo Public Library hosted 468 different events just for children, with 16,429 attending. With the onset of the pandemic we continued serving patrons through virtual and passive programs, including our extremely popular crafts-to-go kits for all different age groups. We are again holding in-person programs.

Narrative

Project Title*

Include a short title describing the activity.

Red River Valley Kids Read

Brief Project Description*

Provide a very brief (one-two sentence) description for the project.

Inaugural event of a new literature-based program for kids that includes author/artist visits at all participating libraries, along with book giveaways.

Project Start Date*

04/01/2022

Project End Date*

The final report is due 30 days after the project end date. The latest date that can be entered is 6/30/2022.

04/30/2022

Question 1 - Arts Activity*

- Describe the arts activity (what, where, when). Discuss the scope of the activity that will be produced or presented. If the proposal includes initiating a new arts event, discuss why it has been selected and why it is important at this time. Provide a brief background of project partners and why they were selected. If the proposal includes hiring an artist or artist group, describe why the artist(s) or artist group(s) was selected or how they will be selected.
- For individual artist applicants, what role(s) will you play in the project proposal, e.g. artist, producer, and/or coordinator, etc.? Provide a brief background of any business professionals and/or artistic collaborators and why they were selected.
- In what ways will the arts activity be relevant to and/or engage or stimulate the audience, participants, and/or attendees?

- Briefly describe what outcomes are anticipated to be achieved through the arts activity?

We are a group of five libraries partnering together for the first time on a project to tie our communities together, up and down the Red River Valley, through storytelling and quality literature for children. North Dakota partner libraries include the Fargo Public, Grand Forks Public, Leach (Wahpeton) Public, and West Fargo Public. The Moorhead Public Library in Minnesota is our fifth partner. We've titled this project Red River Valley Kids Read. In this first iteration of our project we hope to build a sense of place and belonging in our diverse communities by remembering a disastrous event that brought neighbors, friends, families and strangers together 25 years ago. The historic Red River Valley Flood took place in 1997 and deeply affected the towns in which all of our partner libraries reside. Throughout the ordeal, acts of selflessness, generosity, bravery, determination and kindness helped keep people from giving up the flood fight that ultimately destroyed so much. It brought out the good in people in so many ways, as the hard work solidified a purpose and brought communities together in a mission to save as much as possible. In these days of division, our project will remind people what can be accomplished when we all work together.

We will be using the middle grade novel, Storm Warning by NDCA Teaching Artist Elizabeth Raum, to help bring this time period in our history to life for kids who weren't born yet in 1997. The novel takes place in Ada, MN during the 1997 flood. It's the story of a 12-year-old boy who is left at home with his little sister when disaster hits. He must summon his wits and courage to save not only her, but their great-grandmother as well. This story is beautifully written and includes many references to area institutions, organizations and media personalities. It is penned by an author who lived in Fargo during the time of the flood. All library partners will promote this book and plan events related to the story and to the remembrance of the 1997 flood. As one of the activities planned, we would like to bring the author to each of the five partner libraries to present. She will read from her novel and share her experiences during the flood and what prompted her to write this book. She will also lead a conversation about using real events to create story (What has happened in "your" life that you could use to create a fictional story?). She will talk about the role of children during the flood - with plans to set up a mock sandbag line using children in attendance to move sandbags from one area to another. In addition to her visit, we would like to pass out a supply of books at no charge to interested kids at all locations. To provide for the author visit and books, we are asking the NDCA for the maximum of $1,250.

By highlighting this book and bringing in this author, we will introduce Elizabeth Raum, who has written over 160 children's books, several of which have been Junior Library Guild choices, to hundreds of kids and families. Our event will also introduce local history and this historic disaster to young readers. Through this and related events, we also hope to build an appreciation for storytelling and a love of stories, particularly about our region, that provides a sense of place and community. Further, we hope to increase usage of library materials that document and tell the story of this and other floods, water sources, water cycles, and storms in general.

Question 2 - Ability*

- Describe the planning process for the activity. Who is responsible for the project? Describe their duties for successful completion of the project?
- For individual artist applicants, are partnerships involved? What is their role and/or duties in supporting the project?
- For organizational applicants, in what ways will the board of directors or advisory committee be involved?
- What is the timeline of the project (e.g., give deadlines for major activities)?
- How will the activity be promoted?
- How will the activity be evaluated? Briefly describe methods for evaluating. Examples of evaluation methods may include, audience/participant counts, audience/participant and artist surveys, post-performance feedback, etc.

Cindy Mason, Children's Librarian at the Fargo Public Library (FPL) is the point person for this project. Active library representatives are: Aaron Stefanich (Children's Librarian at the Grand Forks Public Library),

Rachel Kercher (Children's and Youth Services Librarian at the Leach/Wahpeton Public Library), Kai Thorstad (Youth Services Librarian at the Moorhead Public Library), and Lauren Nephew (Youth Services Manager at the West Fargo Public Library). We are working together and independently to plan the event. Each library representative will coordinate and host their own author visit and library-specific series of related events. As a group, we are all focusing on the book through discussion, author visits, book hand-outs, and a related activity/reading challenge using Beanstack, an online reading program software. Our library board won't have direct involvement in this project.

Scheduling of author visits at all locations is in progress, but the following dates have been confirmed:
Fargo Public Library – 4/21 at 6:30 p.m.
Moorhead Public Library – 4/23 at 10:30 a.m.

In addition to author visits, events include the following but more are being scheduled:
- Photo retrospective in partnership with Forum Communications - FPL gallery from 4/1-30.
- The Flood in Photos – community member photo display at the Leach (Wahpeton) Public Library from 4/1-30.
- Water, Water Everywhere – STEM program featuring the U.S. Army Corps of Engineers, Cass County Soil Conservation District, U.S. Geological Survey and City of Fargo - FPL on 4/2 at 10 a.m.
- Remembering the 1997 Red River Valley Flood – featuring a video and panel of speakers sharing their stories – FPL on 4/3 at 2 p.m.
- The Raging Red with Meteorologist John Wheeler – presentation by an on-air meteorologist at WDAY who is mentioned in the book - FPL on 4/7 at 6:30 p.m.
- One River Many Voices with River Keepers – presentation by an organization advocating "for safe and sustainable use of the Red River of the North" – Moorhead Public Library on 4/11 at 6:30 p.m.
- Kid's book club book discussion at the FPL on 4/12 at 4 p.m.
- History of Flooding in the Red River Valley – by staff from the Historical and Cultural Society of Clay County – Moorhead Public Library on 4/18 at 6:30 p.m.

All activities will be scheduled by February 13. Publicity materials will be completed and posted by March 1.

The event will be featured on posters, bookmarks, booklet/brochures, and in a media release. Fargo Public Library will organize and publicize the community read with the support of the Moorhead Public Library and the West Fargo Public Library in a variety of media. The event will be listed in all of the libraries' online calendar of events and websites and various community event calendars. It will also be promoted in the Library's quarterly printed newsletter and monthly online newsletter. The libraries will create posts highlighting the event on social media (Facebook, Twitter, and Pinterest) and send flyers to schools.

The NDHC logo and appropriate text will be included on all promotional materials for the One Book, One Community project. Also, the NDHC logo and text will be included on any photography exhibit-related promotional materials, articles, and media releases.

We will evaluate the outcome of this project through program attendance numbers, Beanstack Challenge participant numbers, number of giveaway books picked up, and author visit program participant surveys.

Question 3 - Community Need & Support*

- Describe the community/communities involved and the individuals the arts activity serves (i.e. artists, attendees, participants, etc.).
- Define the diversity of people within the community/communities identified (e.g. racial, ethnic, cultural, age, gender, ability, geographic, and/or economic, etc.).

- What shared interest exists within the community as it relates to the activity? How will the activity benefit the community/communities that has been described?
- In what ways have members of the community shown support for the activity (e.g. collaborations and partnerships; financial contributions; volunteer time; in-kind donation of services, supplies or space)?

The communities of Fargo, Grand Forks, Wahpeton and West Fargo, ND, and the community of Moorhead, MN are all beneficiaries of this project. This activity is primarily directed toward child participants in these communities, but teens and adults will also be served by viewing or participating in some of the scheduled all ages activities related to the book.

According to the 2020 census, our community demographics are as follows:
Fargo – Pop. 125,990; 49% female; 6.7% under 5 years, 20% under 18 years, 11.9% 65 years and older; 84.6% White, 7% Black, 1.2% American Indian, 3.5% Asian, 3% Hispanic or Latino, 3.1 % two or more races; Median income $55,551, Per capita income $35,205, persons in poverty 13.2%; Language other than English spoken at home 9.2%.

Grand Forks – Pop. 59,166; 48% female; 6.4% under 5 years, 19.5% under 18 years, 12% 65 years and older; 85% White, 4.1% Black, 2.9% American Indian, 3.3% Asian, 4.3% Hispanic or Latino, 2.3% two or more races; Median income $50,076, Per capita income $31,718, persons in poverty 18.5%; Language other than English spoken at home 7.7%.

Wahpeton – Pop. 8,007; 45.6% female; 5.1% under 5 years, 18.7% under 18 years, 14.9% 65 years and older; 88.6% White, 1.3% Black, 3.9% American Indian, 0.8% Asian, 4.7% Hispanic or Latino, 4.6% two or more races; Median income $45,150, Per capita income $25,535, persons in poverty 16%; Language other than English spoken at home 3.8%.

West Fargo – Pop. 38,626; 50.2% female; 8.7% under 5 years, 27.7% under 18 years, 8.7% 65 years and older; 89.7% White, 3.4% Black, 0.3% American Indian, 2.5% Asian, 2.1% Hispanic or Latino, 3.2% two or more races; Median income $85,120, Per capita income $41,313, persons in poverty 6.4%; Language other than English spoken at home 7%.

Moorhead – Pop. 44,505; 50.8% female; 6.8% under 5 years, 22.9 under 18 years, 12.1% 65 years and older; 88.5% White, 5.2% Black, 1.6% American Indian, 1.7% Asian, 4.5% Hispanic or Latino, 2.3% two or more races; Median income $60,315, Per capita income $28,816, persons in poverty 15.6%; Language other than English spoken at home 8.6%.

All five communities taking part in this project were affected by the simultaneous experience of a flood emergency that changed lives and resulted in damage to infrastructure and property. Experiences and emotions from the time of the 1997 Red River Valley flood are realistically reflected in the story told in Storm Warning. The Red River Valley Kids Read project will benefit the participants by providing them an opportunity to "experience" the region's history and our resilient and generous people, including children, through a powerful story written by a talented author. They will find out about the measures that have since been put in place and continue to be completed to make our region safe, while also caring for the river. They will see why we continue to call this place home.

Our respective communities have shown support by agreeing to share time and resources for our event. Forum Communications is partnering with the Fargo Public Library to fund and provide framed photos for a gallery exhibit, staff from a variety of local organizations are donating time to attend or conduct events at no charge. These include the U.S. Army Corps of Engineers, Historical and Cultural Society of Clay County, WDAY broadcasting, River Keepers, U.S. Geological Survey, Cass County Soil Conservation District, City of Fargo

Question 4 - Accessibility*

- If there are financial costs associated with the activity, what considerations are made for those who may find such costs a barrier? Examples might include ticket discounts, scholarships, waived membership dues, transportation reimbursements, stipends, etc.
- The programmatic aspects of the activity are required to be accessible. In what ways does the activity ensure that people with disabilities can participate? Describe how the activity will meet this requirement **OR** upload a PDF of the group's approved Accessibility Plan. Examples might include ADA accessible venue, ASL interpretation, audio described performance, large print programs, sensory tours, etc.
- How will accessibility options be conveyed to the community?

fargo_ada_notice_2017.pdf

Each of the five member library buildings are ADA compatible. Most locations will hold the event on the ground floor of the building, but all have elevators to use when necessary. The Fargo Public Library (FPL) will provide patrons with the option for ASL interpretation. Publicity materials will include a note to contact the library if a certified signer is requested. All have restrooms that allow for wheelchair access, all have handicapped parking spaces, accessible emergency exits and audio/visual emergency alarms.

Project Budget

Budget Form*

Download the SP budget form to your computer here: https://www.arts.nd.gov/sites/www/files/documents/grants/SPFY22Budget.xlsx. Complete and upload the document here.

Grant budget.xlsx

Total Expenses*

The total income and expenses must match.

$2,500.00

Total Income*

The total income and expenses must match.

$2,500.00

Total NDCA Amount Requested*

$1,250.00

Artist Achievements Summary

For proposals that include hiring an artist(s) or artist group(s) who are already selected, **work samples and a summary of artistic achievements is required** for up to two of the artists or artist groups that have been selected.

Summary of Artistic Achievements - Artist/Artist Group 1*

Elizabeth Raum has been a teacher, an elementary school and college librarian, and is currently a full-time writer. She has written more than 160 books for young readers and two books for adults. Several of her books have been Junior Library Guild choices. The Big, Bold, Adventurous Life of Lavinia Warren was selected as a Best Social Studies Book by the Children's Book Council. She has written interactive historical novels about American history and world history. Her interactive Bible series, Choose Your Journey, introduces readers to life in the first century. New in 2021 is the middle-grade novel Storm Warning and the nonfiction book Constitution Q&A. Just out this fall is a collection of stories for the family, Drive-Through Christmas Eve and Other Stories for Christmas. Raum splits her time between Fargo, North Dakota, and North Myrtle Beach, South Carolina. Visit her website at: www.elizabethraumbooks.com to learn more.

Summary of Artistic Achievements - Artist/Artist Group 2

Artist Work Samples

Work Sample Guidelines

Video Samples
Provide a URL link for up to two completed video or audio samples. The maximum **total length** of video samples is **5 minutes.** Include only the material intended for panel review.

Audio Samples
Provide a URL link for up to two completed audio samples. The maximum **total length** of audio samples is **5 minutes.** Include only the material intended for panel review.

Images
You may provide up to 10 images.

Written Work
You may upload a PDF file of up to 10 pages. Remove title pages, table of contents, etc. Include only the material intended for panel review. Prose should be double spaced, poetry should be single or double spaced, and for scripts, formatting should follow industry standards.

Combination
If using a combination of work sample types, use this guide: 1 minute = 1 page = 1 image. You may submit up to 5 images/minutes/pages. Example: If there are 2 minutes of video, you could submit a combination of images and written work that total 3 pages and/or images.

Work Sample Type Question*

What types of work samples will you be submitting? Select all applicable.

Written Work

Artist Work Samples - Written Work

Written Work*

You may upload a PDF file of up to 10 pages. Remove title pages, table of contents, etc. Include only the material intended for panel review. Prose should be double spaced, poetry should be single or double spaced, and for scripts, formatting should follow industry standards. Provide a description for the sample, including:

1. Artist(s) Name
2. Title of the Work
3. Completion Date
4. Provide the total number of pages of the portion of the artwork that will be read, (e.g., eight pages of a 12-page scene).

Artist Sample.pdf
1. Elizabeth Raum
2. Storm Warning
3. Published by Reycraft Books in 2021
4. She will read 2-3 pages from the 183 page book.

Board List and Project Personnel Resume

Board List

A board of directors or advisory committee is required, encompassing three individuals as a minimum. Provide a list of the organization's board members that includes the following information below. (upload as PDF file)

- Board member name
- Board position
- Primary professional/community affiliation
- Professional title
- City and State of residence
- For **fiscally sponsored groups** only, provide a maximum of 2 pages of additional **background information** for each advisory committee member and **how they will support the proposed activity.**

Board List and/or Advisory Committee (upload as PDF)*

Board Members.pdf

Project Personnel Resume(s)

Provide a minimum of one and a maximum of two resumes of key administrative leadership personnel that is responsible for the proposed project program and administration of grant funds. Include title, years of service, short biography, and/or resume. (upload as PDF file)

Project Personnel Resume - 1 (upload as PDF)*

Cynthia Mason Resume.pdf

Project Personnel Resume - 2 (upload as PDF)

Determination Letters

Determination Letters

In this section, provide your Federal IRS 501(c)(3) determination letter, North Dakota certification of nonprofit incorporation and tax exemption, or tax-exempt certificate/determination letter for a public entity. (upload as PDF file)

Upload PDF tax exempt certificate or determination letter here.*

Tax Exempt Form - COF.pdf

Upload any other tax exempt certificate here.

[Unanswered]

Signature

Applicant's Certification

The signature of one authorizing official with the authority to enter into legal agreements on behalf of the applicant is required. The signature certifies that all information in the application is true and correct, the applicant meets all program eligibility criteria, and the applicant intends to use any granted funds only for allowable purposes.

Entering an individual's name in a signature box constitutes the individual's electronic signature. North Dakota Law authorizes state government agencies to conduct transactions electronically.

Applicant Electronic Signature*

Cynthia M. Mason

NORTH Dakota | Council on the Arts
Be Legendary.™

Special Projects - FY22 Budget

Grantee Name			
	EXPENSES	**Amount**	**Itemize**
Individual Artist Applicants Onl	Individual Artist Compensation		
Individual Artist Applicants Only Itemize	Other Project Personnel		
Organizational Applicants Only	Organization Personnel - Administrative		
Organizational Applicants Only	Organization Personnel - Artistic		
Organizational Applicants Only	Organization Personnel - Technical		
Organizational Applicants Only	Organization Personnel - Arts Education		
Organizational Applicants Only Itemize	Outside Professional Services - Artistic	$1,400	Author fee
Organizational Applicants Only Itemize	Outside Professional Services - Other		
Itemize	Space Rental		
Itemize	Travel		
Itemize	Other Project Expenses	$1,100	Books to give away - 206 @ $5.33 each
	Marketing and Advertising		
	Total Expenses	$2,500	(The total is automatically calculated.)
	(Total income and expenses must match.)		

	INCOME	**Amount**	**Itemize**
Itemize	Project Earned Income		
Itemize	Contracted Services Revenue		
Itemize	Corporate Support		
Itemize	Foundation Support		
Itemize	Other Private Support		
Itemize	Government Support - Federal		
Itemize	Government Support - State/Regional		
Itemize	Government Support - Local	$1,250	$250 each participating library
Itemize	Other Revenue		
	Applicant Cash-on-Hand		
	Allowable In-Kind Towards the Match (May not exceed $625.)		
	NDCA Grant Amount Requested (May not exceed $1,250.)	$1,250	
	Total Income	$2,500	(The total is automatically calculated.)
	(Total income and expenses must match.)		

	IN KIND	Amount	Itemize
	In-kind includes the value of goods and services donated to the project. Cash value of these expenses should be based on fair market value of the items, services, etc. donated. Some examples include donated services, advertising, artist accommodations, space use, and printing. Do not record an in-kind donation unless it would otherwise have had to be purchased for the project or program. When calculating the in-kind value of volunteer time, use the North Dakota minimum wage rate.		
Individual Artist Applicants Only	Individual Artist Compensation		
Individual Artist Applicants Only Itemize	Other Project Personnel		
Organizational Applicants Only	Organization Personnel - Administrative		
Organizational Applicants Only	Organization Personnel - Artistic		
Organizational Applicants Only	Organization Personnel - Technical		
Organizational Applicants Only	Organization Personnel - Arts Education		
Organizational Applicants Only Itemize	Outside Professional Services - Artistic		
Organizational Applicants Only Itemize	Outside Professional Services - Other		
Itemize	Rental		
Itemize	Travel		
Itemize	Marketing and Advertising		
Itemize	Other Miscellaneous In-kind		
	Total In-Kind	$0	(The total is automatically calculated.)
	If claiming in-kind as part of the match, the total in-kind here must at least match or be greater than the amount included in the "Allowable In-Kind Towards the Match" category in the budget.		

THE CITY OF Fargo FAR MORE

CITY OF FARGO POLICE DEPARTMENT

Chief David B. Zibolski

105 25th Street North, Fargo, North Dakota 58102
Office: 701-241-1400 Fax: 701-297-7789
www.fargopolice.com

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COPY

February 11, 2022

Fargo City Commission
City Hall
225 4th Street N.
Fargo, ND 58102

Re: Request to Approve Cass County Drug Force Memorandum of Understanding

Dear Commissioners,

The Fargo Police Department has traditionally operated its own narcotics unit; however, in observing operations and speaking to staff, the Fargo Narcotics Unit is frequently working on related cases or persons who are under investigation by the Cass County Drug Taskforce, which consists of the North Dakota Bureau of Criminal Investigation, Cass County, and the West Fargo Police Department. The continued separation of these two drug task forces creates redundancy and inefficiency.

The approval of this MOU would add the Fargo Police Department as a parent agency of the Cass County Drug Task Force and would greatly enhance the capacity of our regional drug trafficking investigations, and strengthen relationships with our law enforcement partners. The MOU will in no way inhibit the ability of Fargo PD Narcotics Detectives from conducting overdose investigations as they currently do, many of which grow into larger scale drug trafficking investigations. Asset forfeiture and its dispersal will follow the same process currently in place through the county. This MOU was reviewed and approved by City Attorney Nancy Morris.

Recommended Motion
Accept and approve the Cass County North Dakota Drug Task Force Memorandum of Understanding as submitted.

Please contact me if you have any questions regarding this request.

Sincerely,

David B. Zibolski
Chief of Police

Copy: Kent Costin, Finance Director

CASS COUNTY, NORTH DAKOTA

DRUG TASK FORCE MEMORANDUM OF UNDERSTANDING

ARTICLE ONE
NAME

The name of this organization shall be the Cass County Drug Task Force, hereinafter referred to as the "CCDTF". The CCDTF is comprised of law enforcement officers from the Cass County Sheriff's Office (CCSO), the Fargo Police Department (FPD), the West Fargo Police Department (WFPD), the North Dakota Bureau of Criminal Investigation (NDBCI), and the Cass County State's Attorney Office (CCSA).

ARTICLE TWO
NOT A SEPARATE POLITICAL SUBDIVISION

This Memorandum of Understanding does not create a joint venture, partnership, or a separate political subdivision.

ARTICLE THREE
PURPOSE

A. The purpose of this organization shall be:

1. To identify, investigate, and prosecute those individuals who engage or conspire to engage in the criminal possession, production, transfer, or finance of any illegal drug or controlled substance.

2. To formally structure and jointly coordinate multi-jurisdictional drug investigation activities. All participating agencies will share in the contribution of finances, equipment, personnel, and technical resources necessary for effective investigative operation and prosecution of criminal drug cases.

3. To promote a unified drug enforcement effort between county, state, municipal, and federal law enforcement agencies to maximize the quality and the quantity of cases presented for prosecution.

4. To use financial investigative techniques, including tax law enforcement and forfeiture action, in order to identify and convict drug traffickers, and to enable the CCDTF to seize assets and profits derived from unlawful activities.

The CCDTF is organized and operated exclusively for the aforementioned purposes.

F. Case Initiation: The initiation of cases shall be at the discretion of the CCDTF Coordinator or the CCDTF Supervisors. Areas of discretion in the determination of priorities will include, but not be limited to: the extent of the criminal enterprise, the impact on the community, current caseload, available personnel and/or equipment, and material investigative information.

G. Personnel/Equipment: Parent agencies shall meet minimum CCDTF staffing requirements as established by the Executive Board. CCDTF personnel may be recalled by their Parent Agency to meet the Parent Agency's operational requirements. CCDTF personnel shall be approved for appointment to or removal from the CCDTF upon consensus of the Executive Board. Each law enforcement agency shall also provide a vehicle for each officer assigned, which is equipped with the necessary equipment and items to conduct drug investigations. The Cass County State's Attorney's office shall supply personnel in sufficient numbers to aid CCDTF personnel in the prosecution of persons committing drug related crimes and the forfeiture of assets obtained through criminal acts.

H. Operating Standards: All matters governing the operating procedures, standards and guidelines will be designed to balance the rights of citizens and the needs of law enforcement to detect, arrest, and prosecute those persons engaged in drug related criminal activity. All personnel of the CCDTF will be governed by their Parent Agency's policies and procedures.

I. Disciplinary Action: An officer assigned to the CCDTF who violates their Parent Agency policy; CCDTF procedures, standards, or guidelines; or generally accepted police practices, shall be referred to that officer's Parent Agency for disciplinary action.

ARTICLE FIVE
MEETINGS OF THE CCDTF

A. Regular Meetings. The CCDTF shall meet on a regular basis each and every month that this Memorandum of Understanding is in effect, and a schedule of regular meetings, which may include multiple regular meetings each month, shall be adopted by the Executive Board and thereafter each and every year.

B. Special Meetings. Special meetings of the CCDTF may be called by the Executive Board upon written request of any of the Parent Agencies, who must identify the business matters to be discussed at such special meeting. Business at a special meeting is limited to matters contained in the notice of the special meeting.

C. Emergency Meetings. In accordance with applicable law, an emergency meeting may be called by the Executive Board due to circumstances that in the judgment of the Executive Board require immediate consideration.

ARTICLE SEVEN
ASSET FORFEITURE

During the course of an investigation the CCDTF shall identify assets to determine eligibility for seizure and forfeiture proceedings. The use of both civil and criminal forfeiture statutes will be explored in every circumstance.

A. Any and all assets seized by and forfeited to the CCDTF will be placed in the CCDTF Asset Forfeiture Account. The County of Cass through the Sheriff's Office and the Cass County Finance Director will maintain an accounting of this account.

B. Circumstances may arise whereby an investigation is conducted as the result of information and/or participation by an agency that is not a member of the CCDTF. If this situation occurs, the Executive Board maintains the right to review the information and determine the percentage of the forfeited assets the non-member agency shall receive. This agreement makes the 2003 Asset Forfeiture Memorandum of Agreement null and void.

C. Any state assets forfeited to the CCDTF shall be distributed to the parent agencies of the CCDTF according to the recommendations of the CCDTF Executive Board. These funds may also be held and used to finance the operations of the CCDTF at the discretion of the Executive Board.

D. Any requests for seized federal assets, on behalf of the CCDTF, will be reviewed by the Executive Board to include the agencies requesting the seized assets and the percentage of seized asset being requested per requesting agency. Any federal assets forfeited will be distributed to the parent agency as per the seizure request. Each Parent Agency will be responsible for annual federal reporting, if required.

E. In the event the CCDTF is dissolved any forfeited assets and equipment, or equipment purchased with forfeited assets, shall be distributed equally between the Parent Agencies. Equipment may be sold, and the proceeds divided equally between the Parent Agencies.

ARTICLE EIGHT
PARTICIPATION AND TERMINATION

Each agency participating in the CCDTF shall be obligated to participate. Each grant project is one (1) year. If an agency wishes to terminate their participation in the CCDTF, prior to the end of the grant project period, that agency must give written notice to the Executive Board thirty (30) days prior to terminating their participation. At the end of the grant project period, any Parent Agency may terminate their participation by submitting a written notice to the Executive Board.

If to WFPD: West Fargo Police Department
Attn: Chief of Police
800 4th Ave E #2
West Fargo, ND 58078

If to NDBCI: North Dakota Bureau of Criminal Investigation
Attn: Director
1720 Burlington Drive
Bismarck ND 58504

If to CCSA: Cass County State's Attorney
Attn: State's Attorney
211 9th St. S.
Fargo, ND 58103

B. Governing Law. This Memorandum of Understanding 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 Memorandum of Understanding must be brought in an appropriate venue in the State of North Dakota.

C. Entire Agreement. This Memorandum of Understanding contains the entire understanding of the participating parties.

D. Binding Effect. This Memorandum of Understanding will inure to the benefit of and will be binding upon the participating parties, and their respective successors and assigns.

E. Severability. If any court of competent jurisdiction finds any provision of this Memorandum of Understanding is invalid, illegal, or unenforceable, that portion will be deemed severed from this Memorandum of Understanding, and all remaining terms and provisions of this Memorandum of Understanding will remain binding and enforceable. The participating parties, however, agree that this Memorandum of Understanding will be reformed to replace any invalid, illegal, or unenforceable provision or portion of this Memorandum of Understanding 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.

F. Cooperation. The participating 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 Memorandum of Understanding and to accomplish the purposes of this Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING FOR THE CCDTF

We, the undersigned, do hereby agree to the conditions set forth in this Memorandum of Understanding.

_____ _____

Jesse Jahner — Date

Sheriff, Cass County

_____ _____

David Zibolski — Date

Chief, Fargo Police Department

_____ _____

Denis Otterness — Date

Chief, West Fargo Police Department

_____ _____

Lonnie Grabowska — Date

Director, North Dakota Bureau of Criminal Investigation

_____ _____

Birch Burdick — Date

State's Attorney, Cass County

CITY OF Fargo

PUBLIC WORKS OPERATIONS

12

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

February 16, 2022

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

RE: RFP 22021 for Water Main Repair Materials, Miscellaneous Water Distribution Materials, Fire Hydrants and Fire Hydrant Parts, and Miscellaneous Street Materials

Commissioners:

On February 9, 2022, proposals were received for Water Main Materials, Miscellaneous Materials, Fire Hydrants and Fire Hydrant Parts, and Miscellaneous Street Materials in response to RFP 22021. Totals for each section are calculated by multiplying individual unit cost by the estimated annual purchase quantity. The totals for each section are then added to calculate the total price. Ferguson Waterworks provided the lowest overall cost.

The results are as follows:

	Dakota Supply Group	Ferguson Waterworks	Core & Main
Section 1:	$18,066.19	$14,723.30	$12,282.21
Section 2:	$71,521.29	$66,266.76	$74,597.04
Section 3:	$98,435.55	$104,253.11	$103,022.42
Section 4:	$3,877.50	$2,976.73	$3,297.55
Total Price:	**$191,900.53**	**$188,219.90**	**$193,199.22**

RECOMMENDATION:
RFP22021: I/we suggest motion to award the Water Main Materials, Miscellaneous Materials, Fire Hydrants/Parts, and Miscellaneous Street Materials RFP to Ferguson Waterworks as the lowest and best proposal.

Respectfully submitted,

Paul Fiechtner
Services Manager
Fargo Public Works

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

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

SECTION 1 – REPAIR SLEEVES

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

No.	Item/Description	Estimated Quantity (A)	Unit Price (B)	Total Cost (AxB)	Stock Item Y/N	If not stock item, Is it available within 3 days FOB? Y/N
1	4x8	1	75.60	75.60	N	N
2	4x10	1	85.70	85.70	N	N
3	4x12	1	105.30	105.30	N	N
4	4x16	5	120.20	601.00	N	N
5	4x20	1	195.10	195.10	N	N
6	4x24	1	213.20	213.20	N	N
7	4x30	1	263.40	263.40	N	N
8	6x8	1	79.10	79.10	N	N
9	6x10	1	104.70	104.70	N	N
10	6x12	1	113.90	113.90	N	N
11	6x16	10	136.40	1,364.00	N	N
12	6x20	1	190.10	190.10	N	N
13	6x24	1	242.90	242.90	N	N
14	6x30	1	287.00	287.00	N	N

15	6x36	1	427.60	427.60	N	N
16	8x8	1	88.10	88.10	N	N
17	8x10	1	113.60	113.60	N	N
18	8x12	1	126.40	126.40	N	N
19	8x16	10	153.00	1,530.00	N	N
20	8x20	1	205.30	205.30	N	N
21	8x24	1	264.30	264.30	N	N
22	8x30	1	354.90	354.90	N	N
23	8x36	1	461.80	461.80	N	N
24	10x8	1	108.60	108.60	N	N
25	10x10	1	138.70	138.70	N	N
26	10x12	1	170.50	170.50	N	N
27	10x16	10	184.70	1,847.00	N	N
28	10x20	1	246.60	246.60	N	N
29	10x24	1	364.40	364.40	N	N
30	10x30	1	413.00	413.00	N	N
31	10x36	1	580.20	580.20	N	N
32	12x8	1	120.00	120.00	N	N
33	12x10	1	153.70	153.70	N	N
34	12x12	1	185.90	185.90	N	N

35	12x16	5	210.10	1,050.50	N	N
36	12x20	1	292.80	292.80	N	N
37	12x24	1	402.90	402.90	N	N
38	12x30	1	457.00	457.00	N	N
39	12x36	1	595.00	595.00	N	N
40	Add for 3/4" to 1" Taps	1	35.50	35.50	N	N
41	Add for 1-1/4" to 2" taps	1	68.00	68.00	N	N
Section 1 GRAND TOTAL				14,723.30		

SECTION 2 – MISCELLANEOUS MATERIAL

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

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

10	1" Corporation Ball Valve Copper flare straight taper	50	65.30	3,265.00	Y	N
11	3/4"x1" Corporation Ball Valve Copper flare straight taper	5	62.80	314.00	N	N
12	1-1/4" Corporation Ball Valve Copper flare straight taper	1	147.60	147.60	N	N
13	1-1/2" Corporation Ball Valve Copper flare straight taper	1	154.60	154.60	Y	N
14	2" Corporation Ball Valve Copper flare straight taper	1	270.10	270.10	Y	N
15	1-1/2" Compression Corporation Valve	1	144.22	144.22	N	N
16	2" Compression Corporation Valve	1	238.53	238.53	Y	N
17	3/4" Straight Three Part Union Copper flare nut both ends	12	18.20	218.40	N	N
18	3/4"X1" Straight Three Part Union Copper flare nut both ends	12	27.10	325.20	Y	N
19	1" Corporation Valve CTS Straight Taper	50	53.60	2,680.00	N	N
20	¾" x 1" Corporation Valve	5	45.10	225.50	N	N
21	3/4" Eighth Bend Three Part Union Copper flare nut both ends	12	N/A	N/A	N	N
22	3/4" Quarter Bend Three Part Union Copper flare nut both ends	12	19.50	234.00	N	N

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23	3/4" Eighth Bend Coupling Female copper flare thread x copper flare nut	12	20.10	241.20	N	N
24	1" Straight Three Part Union Copper flare nut both ends	12	32.00	384.00	Y	N
25	1" Eighth Bend Three Part Union Copper flare nut both ends	12	N/A	N/A	N	N
26	1" Quarter Bend Three Part Union Copper flare nut both ends	12	32.40	388.80	N	N
27	1" Eighth Bend Coupling Swivel nut CTS End	12	37.10	445.20	N	N
28	1" Quarter Bend Coupling Swivel nut X flared end	12	33.10	397.20	N	N
29	1" Quarter Bend Coupling Female copper flare thread x copper flare nut	12	34.20	410.40	N	N
30	1-1/2" Straight Three Part Union Both ends C.T.S	1	75.80	75.80	N	N
31	1-1/2" Straight Three Part Union Copper flare nut both ends	1	96.00	96.00	Y	N
32	2" Straight Three Part Union Both ends C.T.S	1	102.30	102.30	Y	N
33	2" Straight Three Part Union Copper flare nut both ends	12	156.60	1,879.20	N	N
34	3/4"x1" Straight Coupling Female copper flare thread x copper flare nut	12	21.90	262.80	N	N

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35	1"x3/4" Straight Coupling Female copper flare thread x copper flare nut	12	21.70	260.40	N	N
36	1" Eighth Bend Coupling Female copper flare thread x copper flare nut	12	29.70	356.40	N	N
37	3/4" Quarter Bend Coupling Female copper flare thread x copper flare nut	12	21.50	258.00	N	N
38	Muller Curb Box Adapter H-10344	12	38.00	456.00	N	N
39	3/4" Type K Cu	60'	4.21 per ft	252.60	Y	N
40	1" Type K Cu	100'	8.17 per ft	817.00	Y	N
41	1" Municipex A Water Service Line	300'	2.76 per ft	828.90	N	N
42	2" Municipex A Water Service Line	100'	17.15 per ft	1,715.10	Y	N
43	1" CTS Stiffeners (municipex)	100	1.60	160.00	Y	N
44	2" CTS Stiffeners (municipex)	20	2.30	46.00	N	N
45	#10 Blue .45 Tracerwire 500' roll	500' roll	101.50	101.50	Y	N
46	1-1/2" Stop Box Bushing	50	6.00	300.00	N	N
47	1-1/2" 8' Bury Stop Box (Cast iron plugs)	50	74.40	3,720.00	Y	N
48	4" C900 PVC	20'	2.86 per ft	57.20	N	N
49	6" C900 PVC	60'	5.73 per ft	343.86	N	N
50	8" C900 PVC	40'	9.90 per ft	396.12	N	N
51	10" C900 PVC	20'	14.87 per ft	297.42	Y	N

52	12" C900 PVC	20	20.99 per ft	419.78	N	N
53	4" SDR 35 PVC Sewer	20	1.16 per ft	16.25	Y	N
54	6" SDR 35 PVC Sewer	20	2.58 per ft	36.13	Y	N
55	8" SDR 35 PVC Sewer	20	4.65 per ft	65.03	Y	N
56	4" Flexible Sewer Coupling	10	4.43	44.30	Y	N
57	6" Flexible Sewer Coupling	10	9.47	94.73	N	N
58	Gate Valve Box (Complete) 2 Piece w/ Lid & Insert	25	204.74	5,118.55	Y	N
59	Gate Valve Box (Top Section)	12	68.50	822.00	Y	N
60	Gate Valve Box (Lid Only) (Tyler Only)	25	16.20	405.00	N	N
61	Right Height Valve Box Adapter	12	42.80	513.60	N	N
62	1-1/2" Curb Box Top with TW Screw	25	10.00	250.00	N	N
63	1" Gate Valve Box Riser	15	8.00	120.00	Y	N
64	1-1/2" Gate Valve Box Riser	15	10.00	150.00	Y	N
65	2" Gate Valve Box Riser	15	16.50	247.50	Y	N
66	3" Gate Valve Box Riser	15	13.40	201.00	N	N
67	3/4"s/3/4" Lead/Copper Coupling (Flared)	25	30.40	760.00	N	N
68	3/4"xs/3/4" Lead/Copper Coupling (Flared)	25	35.90	897.50	N	N
69	3/4"xs/1" Lead/Copper Coupling (Flared)	5	51.30	256.50	Y	N

70	1"xs/1" Lead/Copper Coupling (Flared)	5	45.20	226.00	N	N
71	5/8"xs/3/4" Lead/Copper Coupling (Flared)	25	27.20	680.00	N	N
72	3/4"xxs/3/4" Lead/Copper Coupling (Flared)	25	42.40	1,060.00	N	N
73	1-1/2" Curb Box Lid with Cast Iron Plug	50	12.00	600.00	N	N
74	1-1/2" Cast Iron Curb Box Plug	50	2.70	135.00	N	N
75	4" Romac Alpha Coupling	2	308.90	617.80	Y	N
76	6" Romac Alpha Coupling	2	425.50	851.00	Y	N
77	8" Romac Alpha Coupling	2	549.60	1,099.20	Y	N
78	10" Romac Alpha Coupling	2	697.60	1,395.20	Y	N
79	12" Romac Alpha Coupling	2	821.30	1,642.60	Y	N
80	Poly Curb Box AY McDonald 5515LR	1	142.00	142.00	N	N
81	2"x)-1/2" Bushing AY McDonald 5514CPLG	1	5.81	5.81	Y	N
82	Gate Stand Middle Section 24" (#60)	1	58.79	58.79	Y	N
83	Slip Valve Box Bottom 36B 3855	1	40.73	40.73	Y	N
84	Valve Box Top Section 26" 6850	1	48.42	48.42	Y	N
85	Valve Box Bottom Section 24B 6850	1	29.79	29.79	N	N
	Section 2 GRAND TOTAL			66,266.76		

SECTION 3 - FIRE HYDRANTS AND FIRE HYDRANT PARTS

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

Section 3, Part 1 – Pacer Hydrants and Parts WB67

No.	Item/Description	Estimated Quantity (A)	Unit Price (B)	Total Cost (AxB)	Stock Item Y/N	If not stock item, Is it available within 3 days FOB? Y/N
1	O-Ring, (3)	20	8.65	173.00	N	N
2	Drain Plunger, (7)	20	21.62	432.40	N	N
3	Lower Operating Nut, (17A)	12	47.57	570.84	N	N
4	Upper Operating Nut, (17B)	12	86.47	1,037.64	N	N
5	Cross Arm - Bronze, (30)	20	92.00	1,840.00	N	N
6	Valve Seat w/#3 and #77, (31)	20	264.90	5,298.00	N	N
7	Upper Valve Washer-Piloted, (34)	10	85.68	856.80	N	N
8	Main Valve-Urethane, (35)	20	86.47	1,729.40	N	N
9	Lower Valve Washer-Standard, (36)	5	N/A	N/A	N	N
10	Lower Valve Washer-Epoxy, (36)	5	48.80	244.00	N	N
11	Support with #59, (56)	10	92.10	921.00	N	N
12	Standpipe Flange, (63)	10	64.86	648.60	N	N
13	Flange Lock Ring, (64)	40	11.12	444.80	N	N
14	Coupling Sleeve Half, (67)	20	16.68	333.60	N	N

15	Coupling Sleeve Half-Bronze, (67)	20	61.77	1,235.40	N	N
16	Support Gasket, (84)	80	3.71	296.80	N	N
17	Breakable Flange, (113)	20	70.41	1,408.20	N	N
18	Complete Pumper Nozzle 2-1/2"	4	414.19	1,656.76	N	N
19	Conversion Flange	10	141.17	1,411.70	N	N
20	16" Traffic Repair Kit	4	480.92	1,923.68	N	N
21	Barrel Gasket (4 Tab)	80	12.35	988.00	N	N
22	Nozzle Section (Bare Casting Only) Pacer	2	726.36	1,452.72	N	N
23	Valve Seat Insert-Bronze, (97)	20	345.33	6,906.60	N	N
24	Upper Rod Assembly w/Stud & Nuts(71)	5	198.33	991.65	N	N
25	5" Hydrant, 7'6" Depth Alpha (Pacer)	3	3,713.10	11,139.30	N	N
26	5" Hydrant 8'0" Depth Alpha (Pacer)	3	3,784.53	11,353.59	N	N
27	5" Hydrant 8'6" Depth Alpha (Pacer)	3	3,856.00	11,568.00	N	N

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

No.	Item/Description	Estimated Quantity (A)	Unit Price (B)	Total Cost (AxB)	Stock Item Y/N	If not stock item, Is it available within 3 days FOB? Y/N
1	Housing O-Ring, (62-2-2)	50	12.35	617.50	N	N
2	Housing Cover Gasket, (62-13)	50	12.35	617.50	N	N
3	Housing Gasket, (62-14)	50	12.35	617.50	N	N
4	Hose Nozzle, 2-1/2" (62-20-60)	10	108.50	1,085.00	N	N
5	Hose Nozzle O-Ring Seal, (62-20-61)	5	12.35	617.50	N	N
6	Hose Nozzle Retainer, (62-20-62)	5	51.33	256.65	N	N
7	Snap Ring, (62-29-14)	5	32.74	163.70	Y	N
8	Breakable Flange, (62-29-15)	15	88.10	1,321.50	N	N
9	Traffic Model Rod Coupling, (62-29-30)	10	79.92	799.20	N	N
10	Rod Coupling Pin & Clip Pins, (62-29-31)	10	12.35	123.50	N	N
11	Spring, (62-30-03)	40	118.42	4,736.80	N	N
12	Spring Plate, (62-62-04)	40	12.98	519.20	N	N
13	Spring Plate Pin, (62-30-07)	10	12.98	129.80	N	N
14	Upper Rod, (62-30-11)	5	281.76	1,408.80	N	N
15	Lower Rod Stem, (62-30-12)	1	355.83	355.83	N	N
16	Drain Lever, (62-31)	11	232.76	2,560.36	N	N

17	Hydrant Seat w/O-Rings, (62-35-OR) (Includes Drain Lever)	10	499.33	4,993.30	N	N
18	Hydrant Valve, (62-41)	30	122.50	3,675.00	N	N
19	Valve Bottom, (62-42)	15	141.17	2,117.55	N	N
20	4" Gate Valve (Alpha)	1	717.10	717.10	Y	N
21	6" Gate Valve (Alpha)	2	920.81	1,841.62	N	N
22	8" Gate Valve (Alpha)	2	1,411.20	2,822.40	Y	N
23	10" Gate Valve (Alpha)	1	2,195.17	2,195.17	Y	N
24	12" Gate Valve (Alpha)	1	2,766.40	2,766.40	Y	N
25	Gate Valve Box Rubber Adapter	25	35.50	887.50	Y	N
Section 3 GRAND TOTAL				104,253.11		

SECTION 4 – MISCELLANEOUS STREET MATERIALS

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

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

14	24" Slope Round MH Adjusting Ring HDPE 24"X3/4 to 1-1/2	1	17.67	17.67	Y	N
15	24"X36" Slope MH Adjusting Ring HDPE 24"X1-1/4 to 2-3/4	1	27.71	27.71	Y	N
	Section 4 GRAND TOTAL			2,976.73		

Exceptions & Deviations
Proposers shall fully describe every variance exception and/or deviation. List the item number here and fully explain any items in non-compliance with specification. Additional sheets may be used if required.

Item numbers 21, 25 of section two not quote due to availability

Item number 9 of section three not quoted due to availability

SECTION 1 – REPAIR SLEEVES TOTAL

$ 14,723.30

SECTION 2 – MISCELLANEOUS MATERIAL TOTAL

$ 66,268.76

SECTION 3 – FIRE HYDRANTS AND FIRE HYDRANT PARTS TOTAL

$ 104,253.11

SECTION 4 – MISCELLANEOUS STREET MATERIALS

$ 2,976.73

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

By: _____
(Name) CHRISTOPHER SCHMID

GENERAL MANAGER
(Title)

CITY OF Fargo

PUBLIC WORKS OPERATIONS

13

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

February 16, 2022

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

RE: RFP 22020 for Aggregate Materials, Concrete, Asphalt and Emulsified Asphalt

Commissioners:

On February 9, 2022, proposals were received for Aggregate Materials, Concrete, Asphalt and Emulsified Asphalt in response to RFP 22020. Several different contractors submitted proposals for the different products requested. The results are shown below with the lowest prices in bold.

Class 5 Gravel	Price Picked Up (Ton)	Price Delivered (Ton)
Aggregate Industries	**$14.50**	**$14.50**
L G Everist	$14.80	$41.05
Kost Materials	$15.00	$18.00
Crushed/Recycled Concrete	**Price Picked Up (Ton)**	**Price Delivered (Ton)**
Aggregate Industries	$13.75	$19.75
Kost Materials	**$13.00**	**$16.00**
Border States Paving	$15.00	$22.00
NDDOT FAA 43 Hot Mix Asphalt	**Price Picked Up (Ton)**	**Price Delivered (Ton)**
FM Asphalt	$62.00	n/a
Northern Improvement	**$61.00**	n/a
Border States Paving	$61.50	n/a
NDDOT Class 27 Hot Mix Asphalt	**Price Picked Up (Ton)**	**Price Delivered (Ton)**
FM Asphalt	**$58.00**	n/a
Northern Improvement	$59.00	n/a
Border States Paving	**$58.00**	n/a
3/8" Minus Hot Mix Asphalt	**Price Picked Up (Ton)**	**Price Delivered (Ton)**
No Bid Received		
3/8" Minus Cold Mix Asphalt	**Price Picked Up (Ton)**	**Price Delivered (Ton)**
Northern Improvement	**$175.00**	n/a
	***Omega Cold Patch**	
CRS-2 Emulsified Asphalt	**Price Picked Up (Ton)**	**Price Delivered (Ton)**
Flint Hills Resources	n/a	**$530.70**

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CITY OF Fargo

PUBLIC WORKS OPERATIONS

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

CSS-1h Emulsified Asphalt	Price Picked Up (Ton)	Price Delivered (Ton)
Flint Hills Resources	**$490.00**	n/a
4000 PSI Concrete	**Price Picked Up (CY)**	**Price Delivered (CY)**
Aggregate Industries	n/a	$131.00
Kost Material	n/a	**$128.00**
Strata	n/a	$130.00
5000 PSI Concrete	**Price Picked Up (CY)**	**Price Delivered (CY)**
Aggregate Industries	n/a	$137.00
Kost Material	n/a	**$134.00**
Strata	n/a	$136.00
Fast-Track Concrete	**Price Picked Up (CY)**	**Price Delivered (CY)**
Aggregate Industries	n/a	$143.00
Kost Material	n/a	**$140.00**
Strata	n/a	$160.00
Controlled Density Fill Concrete (CDF)	**Price Picked Up (CY)**	**Price Delivered (CY)**
Aggregate Industries	n/a	$102.00
Kost Material	n/a	**$95.00**
Strata	n/a	$119.00

RECOMMENDATION:

RFP22020: I/we suggest motion to award the individual items of the Aggregate Materials, Concrete, Asphalt and Emulsified Asphalt RFP as indicated in bold lettering above. (RFP 22020).

Respectfully submitted,

Paul Fiechtner
Services Manager
Fargo Public Works

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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

14

February 21, 2022

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

Dear Commissioners:

The current agreement for bus driver services between the City of Fargo and First Transit Services, Inc. expires on December 31, 2022, unless it is mutually agreed between the parties to exercise a one-year extension option. During negotiations to increase wages, the City of Fargo began negotiations to extend the contract one year through December 31, 2023. Under the contract terms, the increase cannot exceed the most recent Consumer Price Index.

The requested motion is to authorize the Transit Director to negotiate a one-year option to extend the contract with First Transit for FY2023 and to work with the City's legal department to develop a contract amendment to bring forward at a future Commission meeting for final approval.

Sincerely,

Julie Bommelman

Julie Bommelman
City of Fargo Transit Director
701-476-6737
jbommelman@cityoffargo.com

CITY OF Fargo

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

(15)

February 22nd, 2022

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

RE: RFQ21072 Metro Transit Garage Hoist Installation Change Order

Commissioners,

Gast Construction is currently under contract for the demolition of the existing drive-over pit and the construction of the new pits for our future hoist installation. During this process a few items have been identified that were not included in the original contract. These items include demolition of the existing foundation wall to allow for the conduit to run under grade, connecting a temporary waste oil drain, installing form bar for the hoist installation and at the request of the city staff, moving the new hoist pit location to better accommodate the buses.

I have included the scope of work and cost breakdown for each one of these changes. KLJ was hired as the engineer for this project and has reviewed these changes. KLJ has determined the cost for these changes are fair and reasonable. These changes will result in an additional cost of $8,321.11 for this project. The additional costs do not exceed our 2022 capital budget. No budget adjustment is needed for these changes.

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

Respectively submitted,

Jordan Smith
Assistant Transit Director – Fleet and Facilities

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TRANSMITTAL

Gast
GENERAL CONTRACTORS

DATE: January 26, 2022

PROJECT: MTG Pit Repairs & Hoist Replacement
650 23rd St. North
Fargo, ND 58102

TO: KLJ Engineering
300 23rd Ave E Suite 100
West Fargo, ND 58078

ATTN: Cassie McNames

RE: Change Order #1

We are sending you: [X] Attached [ ] Under Separate Cover, The following Items

Item	Qty	Spec #	Description
1	1		Signed Change Order #1

Purpose:

_____ For your approval
_____ For your information
_____ For your review and comment
__X__ As you requested
_____ Please Return
_____ Return of submittal
_____ Revise and resubmit
_____ Rejected
_____ Action required
_____ For your use

Remarks:

Jared Pedersen
Project Manager

3410 39th Street South, Fargo, ND 58104 Ph: (701) 235-3454 Fx: (701) 356-0225
P.O. Box 833, Wahpeton, ND 58074 Ph: (701) 642-6317 Fx: (701) 642-3107

CHANGE ORDER NO.: 1

Owner:	City of Fargo	Owner's Project No.:	F20003
Engineer:	KLJ Engineering, LLC	Engineer's Project No.:	2104-00561
Contractor:	Gast Construction Company, Inc.	Contractor's Project No.:	
Project:	MTG Pit Repairs & Hoist Replacement		
Contract Name:	Stipulated Price		
Date Issued:	1/26/2022	Effective Date of Change Order:	12/15/2021

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

Description:

1. **The building permit cost included the owner supplied hoists, which were not included in Gast's contract. This resulted in an additional cost of $1,194.11 to the contract that was not included in Gast's bid price. Refer to email from Gast Construction dated December 9, 2021.**
2. **The new hoist pits were shifted to the south to provide additional clearance to the overhead door on the north end of the building. Since the wheel dishes had already been cut, additional work resulted to put them in the correct location. Refer to proposal request 1 attached.**
3. **To accommodate placement of the new PVC and rigid conduit for the hydraulic, electric and air lines below the existing slab, Gast had to cut out a section of the existing foundation wall. This work is summarized in proposal request 2 attached.**
4. **The city requested a temporary waste oil drain to be setup until the permanent waste oil drain table could be installed. This required labor and supplies which weren't accounted for in the bid. The city and Gast agreed to split the costs of this work 50/50. The costs are detailed in proposal request 3 attached.**
5. **During construction it was discovered material anticipated to be provided by the hoist supplier was to be supplied by the General Contractor (Gast). This included a 3/8" steel form bar that was to be welded to a steel frame provided by Gast. In addition, the hoist supplier provided additional information on the layout and configuration of the angle frame that was not made available to the city, KLJ or Gast prior to construction. This required additional plate steel and modifications to the frame previously supplied by Gast. The additional work and associated costs are provided in proposal request 4 attached.**

Attachments:

Email from Jared Pederson with Gast Construction dated 12/9/2022

Proposal Request 1

Proposal Request 2

Proposal Request 3

Proposal Request 4

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: $ 150,300.00	Original Contract Times: Substantial Completion: February 28, 2022 Ready for final payment: March 14, 2022
Increase from previously approved Change Orders: $ 0.00	**Increase** from previously approved Change Orders: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: $ 150,300.00	Contract Times prior to this Change Order: Substantial Completion: February 28, 2022 Ready for final payment: March 14, 2022
Increase this Change Order: $ 8,321.11	**Increase** this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: $ 158,621.11	Contract Times with all approved Change Orders: Substantial Completion: February 28, 2022 Ready for final payment: March 14, 2022

Recommended by Engineer (if required)	Authorized by Owner
By: Cassie Murano	
Title: Project Manager	Mayor
Date: 1/26/2022	
Accepted by Contractor	Approved by Funding Agency (if applicable)
By:	
Title: President	NDDOT – Transit Section
Date: 1/26/2022	

Cassie McNames

From: Jared Pedersen <jaredp@gast-construction.com>
Sent: Thursday, December 9, 2021 4:33 PM
To: Cassie McNames
Subject: MTG Pit Repairs - Building Permit

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Cassie,

We received the building permit today and the construction value of the permit is $427,500.00 with a permit fee amount of $2,166.90. We had figured a permit fee amount of $972.79 based on our $150,300.00 bid/contract amount. We are ok with paying the $2,166.90 if we are able to get reimbursed for the difference, which would be $1,194.11. I am not sure how we could have incorporated the other items involved in the construction value amount. Please let me know your thoughts.

Thanks,

Jared Pedersen
Project Manager

Gast Construction Co., Inc.
3410 39th St. S
Fargo, ND 58104
Tel: (701)-235-3454
Fax: (701)-356-0225
Cell: (701)-941-0010

Gast
GENERAL CONTRACTORS

GAST CONSTRUCTION
General Contractors Fargo · Wahpeton

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

December 21, 2021

Re: MTG Pit Repairs & Hoist Replacement – PR 001 Proposal Request 1

Cassie,

Below is the broken down price to move both pits to the south as described in PR 001.

Lindemann Concrete Construction	
- Labor	$1,000.00
- Material/Equipment	$1,000.00
Superior Electric	
- No Cost/No Change	$0.00
Peterson Mechanical	
- No Cost/No Change	$0.00
Gast Construction	
- Office/Supervising – 4 hrs @ $70.00/hr	$280.00
Subtotal	$2,280.00
Markup 5%	$114.00
Total	**$2,394.00**

If you have any questions or concerns please call.

Thanks,

Jared Pedersen
Project Manager

Fargo 3410 39th St. SW Fargo, ND 58103 Phone:(701) 235-3454 Fax:(701) 356-0225
Wahpeton Box 833 Wahpeton, ND 58074 Phone:(701) 642-6317 Fax:(701) 642-3107

GAST CONSTRUCTION
General Contractors Fargo • Wahpeton

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

January 11, 2022

Re: MTG Pit Repairs & Hoist Replacement – PR 002.1 Proposal Request 2

Cassie,

Below is the broken down price to cut down the existing 8" foundation wall eight inches as discussed at our onsite meeting on 1/3/2022. By doing this we will bring the (2) 4" PVC chases and the (3) ¾" conduits below the existing slab on grade.

Dahl's Industrial Tool Co. will be preforming this scope of work. They will use a 4" core drill to make these notches and will then cut off the remaining cusps left by the core drill leaving an 8" x 8" notch at each trench with rounded bottom corners. According to Dahl's, this is the most economically way to perform this work and if approved can be performed as soon as the end of the week/beginning of next week.

Dahl's Industrial Tool Co.	
- Drill (8) 4" holes through 8" wall	$560.00
- Remove cusps left by core drill	$600.00
- Mobilization	$100.00
- Added Prevailing Wage/OH	$200.00
Plumbing Rework -	$200.00
Subtotal	$1,660.00
Markup 5%	$83.00
Total	**$1,743.00**

If you have any questions or concerns please call.

Thanks,

Jared Pedersen
Project Manager

Dahl's Industrial Tool Co.

790 2nd Ave. N.W.
West Fargo, ND 58078
Phone: (701) 282-4809
fax: (701) 282-5974

January 10, 2022

Gast Construction
3357 39th St. SW
Fargo, ND 58104
pho# (701) 235-3454
fax# (701) 356-0225
Cell # (701) 941-0010
Email: jaredp@gast-construction.com

ATTN: Jared P.

Subject: Quote on saw cutting notches in foundation wall of Metro Bus Garage, Fargo, ND.

We will provide all material, equipment, and labor required to core & saw (2) 8"X 8" through 8" thick foundation wall. We understand that each notch has one side to be 'flush' cut. One option is to core drill a series of holes (say, (4) 4" per notch, and then cut off the remaining four cusps leaving an 8"X 8" notch with rounded bottom corners. We will do said work as follows:

'Cutting' Notches:

(8) 4" holes through 8" concrete @ $70.00/ft.....	$560.00
(8) cusps cut through 8" concrete @ $75.00/cut.....	600.00
(1) Set-ups @ $100.00/jobsite-occurrence	100.00
Total.....	**$1260.00** ~~$200~~

Add #200 per phone conversation, 1/10/22

(#1,460.00)

A 110V power source and water source (garden hose hook-up) will be provided by others. A waste water dump site to be provided by others. Any addition/reduction in said work will be charged/deducted accordingly. Thank you.

Sincerely,

Charles Ramsett

GAST CONSTRUCTION
General Contractors Fargo • Wahpeton

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

January 10, 2022

Re: MTG Pit Repairs & Hoist Replacement – PR 003 Proposal Request 3

Cassie,

Below is the price for Peterson Mechanical to temporarily hook up the waste oil pump to ensure that MATBUS could continue to operate with the waste oil pump as requested. This was work was not included in the original scope of work. Attached is the invoice from Peterson Mechanical, showing their breakdown.

Peterson Mechanical	$420.00
Markup	$0.00
Total	**$420.00**

If you have any questions or concerns please call.

Per construction meeting on 1/12/2022, Gast and City agreed to split the costs 50/50. City responsibility = $210.00.

Thanks,

Jared Pedersen
Project Manager

Fargo 3410 39th St. SW Fargo, ND 58103 Phone:(701) 235-3454 Fax:(701) 356-0225
Wahpeton Box 833 Wahpeton, ND 58074 Phone:(701) 642-6317 Fax:(701) 642-3107

PETERSON MECHANICAL INC
3001 1ST AVE N
FARGO, ND 58102
Phone: (701) 293-7206
Fax: (701) 293-8683

Invoice

Invoice Number
S44665
Invoice Date
12/29/2021

Bill To: GAST CONSTRUCTION
3410 39TH STREET SW

FARGO, ND 58104

RE: GAST CONSTRUCTION-ATTN JARROI

Asset No.	Customer #	Customer PO	Terms	Due Date
	740		Net 30 Days	1/28/2022

Description	Quantity / Hrs	Rate / Per Unit	Amount
Description of Work: MOVED AND HOOKED UP SANDPIPER PUMP, DRAIN PAN AND OIL LINES. ATTN: JARROD			
Labor:			
LABOR	4.00	100.00	400.00
Material:			
SHOP SUPPLIES			20.00
Subcontractor:			

Invoice Amount: 420.00

Thank you for your business!

We now accept credit cards. A 3.5% surcharge will apply.

Due Upon Receipt - Late Charge of 1.5% Monthly After 30 Days

GAST CONSTRUCTION
General Contractors Fargo • Wahpeton

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

January 25, 2022

Re: MTG Pit Repairs & Hoist Replacement – PR 004 Proposal Request 4

Cassie,

Below is the price for Gast Construction to install the 3/8" x 1 ¼" form bar on the nosing angle that was previously noted to be by hoist supplier. Our recommendation and basis of this proposal is to attach the form bar to the nosing angle with a 1" weld every 24" on center on top side only. Once form bar is attached, cold galvanized spray paint will be applied to the form bar and welds to protect it against rust.

The radius shaped perimeter piece of embed at the wheel dish location will be fabricated by Gast Construction. Pricing includes material and labor to fabricate the pieces per the Stertil-Alm drawing that was provided. Installation price is included in the form bar installation pricing. Once fabricated, cold galvanized spray paint will be applied to the pieces and welds to protect it against rust.

Form Bar Installation	
3/8" x 1 ¼" Form Bar Material	$350.00
Cold Galvanized Spray Paint Material	$198.00
Equipment – Welder	$100.00
Labor – Welder	
- 8 hours x $90/hour	$720.00
Misc. Consumables	$75.00
Subtotal	$1,443.00
Markup 15%	$217.00
Total	**$1,660.00**

Radius Shaped Perimeter Piece @ Wheel Dish Location Fabrication	
Flat Stock Material	$75.00
Cold Galvanized Spray Paint Material	$49.50
Equipment – Welder	$80.00
Labor – Welder/Fabricator	
- 2 hours/piece @ $90/hour	$720.00
Misc. Consumables	$50.00
Subtotal	$974.50
Markup 15%	$145.50
Total	**$1,120.00**

Total = $2780

GAST CONSTRUCTION
General Contractors Fargo • Wahpeton

If you have any questions or concerns please call.

Thanks,

Jared Pedersen
Project Manager

Fargo 3410 39th St. SW Fargo, ND 58103 Phone:(701) 235-3454 Fax:(701) 356-0225
Wahpeton Box 833 Wahpeton, ND 58074 Phone:(701) 642-6317 Fax:(701) 642-3107

COVER SHEET
CITY OF FARGO PROJECTS

17a

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

Exact, full name of Improvement District as it will appear in the Contract:

Asphalt Mill & Overlay

Improvement District No. PR-22-F

Call For Bids	February 22	, 2022
Advertise Dates	March 2 & 9	, 2022
Bid Opening Date	March 30	, 2022
Substantial Completion Date	September 24	, 2022
Final Completion Date	October 24	, 2022

N/A PWPEC Report (Attach Copy) **Part of 2022 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jason Hoogland

Phone No. (701) 241-1545

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

THE CITY OF Fargo FAR MORE

ENGINEER'S REPORT

ASPHALT MILL & OVERLAY

IMPROVEMENT DISTRICT NO. PR-22-F

SECTION 1 - RIVERWOOD ADDITION, SECTION 2 - NORTH OF THE DOWNTOWN, SECTION 3 - 28TH ST S & 9TH AVE S, SECTION 4 - LEMKE ADDITION, SECTION 5 - ROSE CREEK, SECTION 6 - GREENFIELD'S ADDITION, SECTION 7 - RIVER VILI ADDITION

Nature & Scope

This project is part of the City's annual infrastructure improvement efforts and impacts multiple areas of Fargo each construction season. The purpose of the project is to correct deficiencies on the streets, which have developed over time. As part of the project, the Contractor will be mud-jacking sections of the curb and gutter in an effort to alleviate major drainage problems. This process involves coring small holes through the curb and gutter section (and driveway apron when necessary) and injecting grout through holes to raise the gutter to the desired grade. The Contractor will replace areas of broken up pavement as well as a limited amount of curb and gutter. The Contractor will also be replacing some sections of sidewalk that need to be updated to meet new standards for the Americans with Disabilities Act. The project will take place in seven different areas.

Purpose

The above named streets and avenues are in need of rehabilitation. A mill and overlay will provide a new wearing surface as well as correct deficiencies that have appeared over time. Rehabilitation at this time is a cost effective means of extending the useful life of the street.

Feasibility

The estimated cost of construction is $3,440,312.95. The cost breakdown is as follows:

Section 1		
Construction Cost		$390,494.00
Fees		
Engineering	10%	$39,049.40
Admin	4%	$15,619.76
Legal	3%	$11,714.82
Interest	4%	$15,619.76
Contingency	5%	$19,524.70
Total Estimated Cost		**$492,022.44**
Funding		
Sales Tax Funds - Infrastructure - 420	49.04%	$241,286.22
Special Assessments	50.00%	$246,011.22
Utility Funds - Stormwater - 524	0.96%	$4,725.00

Section 2		
Construction Cost		$1,032,655.50
Fees		
Engineering	10%	$103,265.55
Admin	4%	$41,306.22
Legal	3%	$30,979.67
Interest	4%	$41,306.22
Contingency	5%	$51,632.78
Total Estimated Cost		**$1,301,145.94**
Funding		
Sales Tax Funds - Infrastructure - 420	49.56%	$644,902.97
Special Assessments	50.00%	$650,572.97
Utility Funds - Stormwater - 524	0.44%	$5,670.00

Section 3		
Construction Cost		$346,439.00
Fees		
Engineering	10%	$34,643.90
Admin	4%	$13,857.56
Legal	3%	$10,393.17
Interest	4%	$13,857.56
Contingency	5%	$17,321.95
Total Estimated Cost		**$436,513.14**
Funding		
Sales Tax Funds - Infrastructure - 420	49.49%	$216,051.57
Special Assessments	50.00%	$218,256.57
Utility Funds - Stormwater - 524	0.51%	$2,205.00

Section 4		
Construction Cost		$253,506.45
Fees		
Engineering	10%	$25,350.65
Admin	4%	$10,140.26
Legal	3%	$7,605.19
Interest	4%	$10,140.26
Contingency	5%	$12,675.32
Total Estimated Cost		**$319,418.13**
Funding		
Sales Tax Funds - Infrastructure - 420	50.00%	$159,709.06
Special Assessments	50.00%	$159,709.07

Section 5		
Construction Cost		$732,636.00
Fees		
Engineering	10%	$73,263.60
Admin	4%	$29,305.44
Legal	3%	$21,979.08
Interest	4%	$29,305.44
Contingency	5%	$36,631.80
Total Estimated Cost		**$923,121.36**
Funding		
Sales Tax Funds - Infrastructure - 420	48.36%	$446,440.68
Special Assessments	50.00%	$461,560.68
Utility Funds - Stormwater - 524	1.64%	$15,120.00

Section 6		
Construction Cost		$454,364.00
Fees		
Engineering	10%	$45,436.40
Admin	4%	$18,174.56
Legal	3%	$13,630.92
Interest	4%	$18,174.56
Contingency	5%	$22,718.20
Total Estimated Cost		**$572,498.64**
Funding		
Sales Tax Funds - Infrastructure - 420	48.46%	$277,429.32
Special Assessments	50.00%	$286,249.32
Utility Funds - Stormwater - 524	1.54%	$8,820.00

Section 7		
Construction Cost		$230,218.00
Fees		
Engineering	10%	$23,021.80
Admin	4%	$9,208.72
Legal	3%	$6,906.54
Interest	4%	$9,208.72
Contingency	5%	$11,510.90
Total Estimated Cost		**$290,074.68**
Funding		
Sales Tax Funds - Infrastructure - 420	48.70%	$141,257.34
Special Assessments	50.00%	$145,037.34
Utility Funds - Stormwater - 524	1.30%	$3,780.00

Project Funding Summary		
Sales Tax Funds - Infrastructure - 420	49.07%	$2,127,077.16
Special Assessments	50.00%	$2,167,397.17
Utility Funds - Stormwater - 524	0.93%	$40,320.00
Total Estimated Project Cost		**$4,334,794.33**

We believe this project to be cost effective.

Thomas Knakmuhs, PE
Assistant City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

ASPHALT MILL & OVERLAY

IMPROVEMENT DISTRICT NO. PR-22-F

LOCATION (Section 1):

On 41st Avenue North from cul-de-sac east of 10th Street North to University Drive North.
On 42nd Avenue North from cul-de-sac east of 10th Street North to University Drive North.
On 43rd Avenue North from Riverwood Drive North to University Drive North.
On Riverwood Drive North from 43rd Avenue North to 520' north of 43rd Avenue North.
On 10th Street North from 40th Avenue North to 43rd Avenue North.
On 11th Street North from 41st Avenue North to 42nd Avenue North.

LOCATION (Section 2):

On 8th Avenue North from 10th Street North to University Drive North.
On 9th Avenue North from 4th Street North to Broadway North.
On 9th Avenue North from 10th Street North to University Drive North.
On 10th Avenue North from 10th Street North to University Drive North.
On 11th Avenue North from 4th Street North to University Drive North.
On 5th Street North from 9th Avenue North to 12th Avenue North.
On Broadway North from 6th Avenue North to 9th Avenue North.
On 7th Street North from 10th Avenue North to 12th Avenue North.
On 8th Street North from Kennedy Court North to 11th Avenue North.
On 9th Street North from Kennedy Court North to 12th Avenue North.
On 11th Street North from 7th Avenue North to 12th Avenue North.
On 12th Street North from 7th Avenue North to 12th Avenue North.
On Kennedy Court North from 8th Street North to 9th Street North.

LOCATION (Section 3):

On 9th Avenue South from 25th Street South to 28th Street South.
On 12th Avenue South from 27th Street South to 28th Street South.
On 28th Street South from Fiechtner Drive South to 13th Avenue South.

LOCATION (Section 4):

On River Drive South from 35th Avenue South to 11th Street South.
On 10th Street South from 35th Avenue South to River Drive South.
On 11th Street South from 35th Avenue South to River Drive South.

LOCATION (Section 5):

On East Rose Creek Parkway South from University Drive South to 52nd Avenue South.
On Rose Creek Parkway South from East Rose Creek Parkway South to north end of cul-de-sac.
On Rose Creek Boulevard South from East Rose Creek Parkway South to 25th Street South.

LOCATION (Section 6):

On 53rd Avenue South from 20th Street South to east end of cul-de-sac.
On 54th Avenue South from 20th Street South to east end of cul-de-sac.
On 55th Avenue South from 20th Street South to east end of cul-de-sac.
On 56th Avenue South from 18th Street South to Bishops Boulevard South.
On 18th Street South from 52nd Avenue South to 56th Avenue South.
On 19th Street South from north end of cul-de-sac to 158' south of 56th Avenue South.
On 20th Street South from 52nd Avenue South to 56th Avenue South.

LOCATION (Section 7):

On 54th Avenue South from 11th Street South to University Drive South.
On 55th Avenue South from 11th Street South to 12th Street South.
On 11th Street South from 54th Avenue South to 55th Avenue South.
On 12th Street South from 54th Avenue South to 55th Avenue South.

COMPRISING (Section 1):

Lots 1 through 8, Block A, Replat of Blocks 3 & 4 Riverwood 2nd Addition.

Lots 1 through 12, Block 1.
Lots 1 through 6, Block 2.
All in Riverwood 2nd Addition.

Lots 1 through 6, Block 5.
Lots 1 through 15, Block 6.
Lots 1 through 8, Block 7.
All in Riverwood 3rd Addition.

Lots 1 through 8, Block 1.
Lots 1 through 8, Block 2.
Lots 1 through 8, Block 3.
Lots 1 through 11, Block 4.
All in Riverwood 4th Addition.

COMPRISING (Section 2):

Lots 1 through 8, Block 1, Keeneys 1st Addition.

Lot 8, Block 1, Pashley's Addition.

Lots 1 through 10, Block 35, Keeney & Devitt's 2nd Addition.

Block D, Chapin, Johnson & Barrett's Addition.

Lot 2, Block 3.
Lot 2, Block 5.
Lot 1, Block 6.
Lots 1 & 2, Block 8.
All in Meritcare Addition.

Lots 1 & 2, Block 1, Meritcare 2nd Addition.
Lots 1 through 6, Block 1.
Lots 11 through 15, Block 1.
Lots 1 through 5, Block 2.
Lots 8 & 9, Block 2.
All in Yerxa & Franklin's Addition.

Lot 2, Block 6, De Witt's Addition.

Lots 7 through 12, Block 1.
Lots 1 through 6, Block 2.
All in Truesdell's 2nd Addition.

Lots 9 through 17, Block 1.
Lots 1 through 13, Block 2.
Lots 1 through 6, Block 13.
Lot 12, Block 13.
Lots 1 through 6, Block 14.
All in Hector's Addition.

Lots 7 through 12, Block 1, Satterthwaite's Subdivision of Block 1 Chapin's Addition.

Lots 1 & 2, Block 2.
Lots 8 through 12, Block 2.
All in Fleming's Subdivision of Block 2 in Chapin's Addition.

Lots 1 through 12, Block 3.
Lot 11, Block 4.
All in Huntington's Subdivision of Blocks 3 & 4 Chapin's Addition.

Lots 1 through 12, Block A.
Lots 1 through 10, Block B.
All in Replat of Kaufman's Subdivision of part of Block 5 in Chapin's Addition.

Lots C & D, Block 5.
Lots I, J, K, L, M, N, O, Block 6.
Lots A, B, C, D, H, I, J, K, L, & M, Block 12.
Lots A, B, K, Block 13.
Lot B, Block 14.
Lots A, D, E, F & G, Block 17.
Lots B, C, & G, Block 18.
All in Chapin's Addition.

Lots 1 through 15, Block 7, Hasche's Subdivision of Block 7 Chapin's Addition.

Lots 1 through 24, Block 1, College Addition a Subdivision of Block 8 & 9 of Chapin's Addition.

Lots 1 & 10 through 22, Block 10, Hobson's Subdivision of Block 10 Chapin's Addition.

Lots 1 through 24, Block 11, Stewart's Subdivision of Block 11 Chapin's Addition.

Lots 1 through 8, Block 1.

Lots 1 through 16, Block 2.
Lots 1 through 8, Block 3.
All in Montplaisir's Subdivision of Lot A, Block 14 & Lot A Block 15 of Chapin's Addition.

Lots 1 through 11, Block 16, Wilson's Subdivision of Block 16 of Chapin's Addition.

Lot 6, Block 18, Marelius Subdivision of Block 18 Chapin's Addition.

Lots 1 through 4, Block 1, St. Paul's Newman Center Addition.

Lot 1, Block 1, 701 Brew Addition.

Lots 1, A, B, C, D, & E, Block 5.
Lots 1, 6, A, B, C, D, E, F, G, H, I, J, & K, Block 6.
Lots 3 through 10, Block 7.
All in Harwood's Addition.

Lots 4 & 5, Block 14, Harwood's 2nd Addition.

Lots 1 through 13, Block 9.
Lots 1 through 6, Block 10.
Lots 10 through 14, Block 10.
Lots 1 through 6, Block 19.
Lots 8 through 10, Block 19.
Lots 1 through 10, Block 20.
All in Harwood's 3rd Addition.

Lots 1 and 6 through 12, Block 1.
Lots 1 through 3, Block 2.
Lots 8 through 16, Block 2.
All in Stern's Addition.

Unplatted lots W, X, & Y, Part of Auditors Lots 6 & 7 of NW ¼ of Section 6.

COMPRISING (Section 3):

Lot 2, Block 4.
Lot 1, Block 5.
All in the S & W Addition.

Lots 1 through 7, Block 1.
Lots 1 through 8, Block 2.
All in McVets Addition.

Lot 2, Block 1, Force Addition.

Lots 1 through 5, Block 1.
Lots 1 through 3, Block 3.
All in Centric Addition.

Lots 7 through 9, Block B, Morton's Subdivision.

Lots 1, 2, 3, 8, 9 and 11 through 17, Block 3.

Lot 1, Block 5.
All in Westrac 2nd Addition.

Lot 2, Block 5, Tennefos' 1st Subdivision.

Lot 7, Block 1.
Lots 6 through 8, Block 2.
All in Pete's Addition.

Lot 1, Block 1, SRD Addition.

COMPRISING (Section 4):

Lots 1 through 5, Block 2.
Lots 1 through 27, Block 3.
Lots 1 through 23, Block 4.
Lots 1 through 18, Block 5.
All in Lemke Addition.

COMPRISING (Section 5):

Lots 1 & 2, Block 1, A Replat of Rose Creek Golf Course Addition.

Lots 1 through 38, Block 1.
Lots 1 through 13, Block 2.
All in Rose Creek 4th Addition.

Lots 1 through 29, Block 1.
Lots 1 through 32, Block 2.
Lots 1 through 23, Block 3.
All in Rose Creek 5th Addition.

Lots 1 through 31, Block 1.
Lots 1 through 7, Block 2.
Lots 1 through 13, Block 3.
Lot 1, Block 4.
All in Rose Creek 6th Addition.

Lot 1, Block 1.
Lot 1, Block 2.
All in Rose Creek 7th Addition.

Blocks 1 through 6, Sunset Memorial Gardens.

COMPRISING (Section 6):

Lots 2 through 11, Block 1.
Lots 1 through 13, Block 2.
Lots 1 through 39, Block 3.
Lots 1 through 14, Block 4.
All in Greenfield's 1st Addition.

Lots 1 through 10, Block 1.

Lots 1 through 10, Block 2.
Lots 1 through 28, Block 3.
Lots 1 through 12, Block 4.
Lots 1 through 7, Block 5.
All in Greenfield's 2nd Addition.

Lots 1 through 24, Block 1.
Lots 1 through 3, Block 2.
Lots 1 through 18, Block 3.
All in Greenfield's 3rd Addition.

Lot 24, Block 1, Woytassek Addition.

Lot 1, Block 1, Schmit 1st Addition.

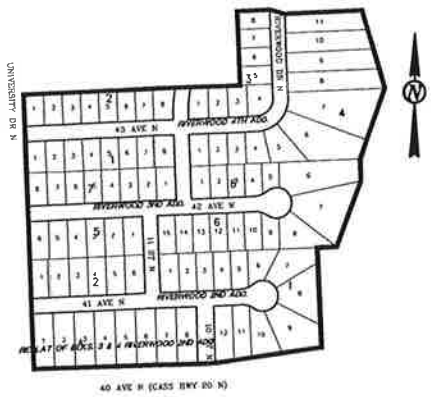
COMPRISING (Section 7):

Lots 1 through 23, Block 1.
Lots 1 through 17, Block 2.
All in River Vili Addition.

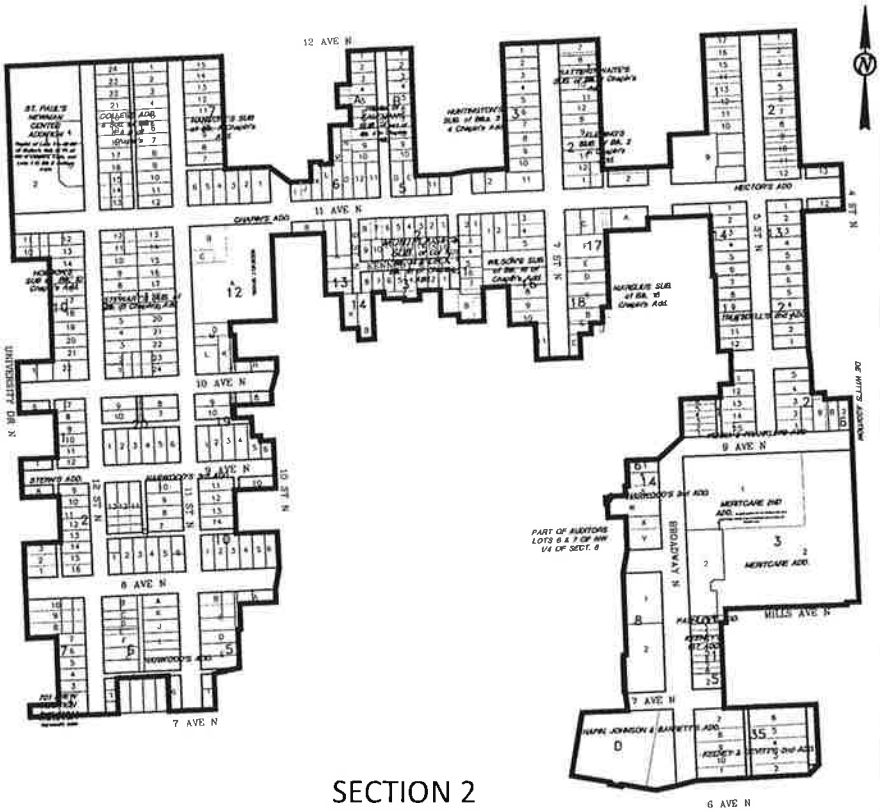
Lot 1, Block 1.
Lot 1, Block 2.
All in Riverview Place Subdivision.

Lot 1, Block 1, Riverview Place 2nd Addition.

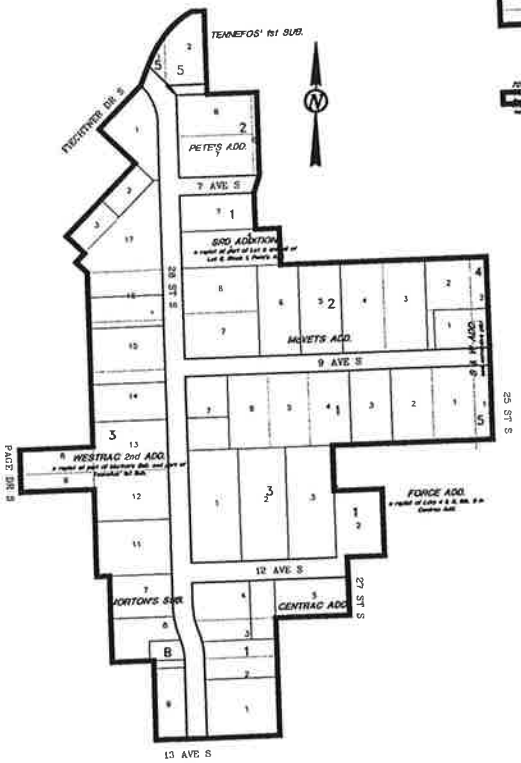
All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



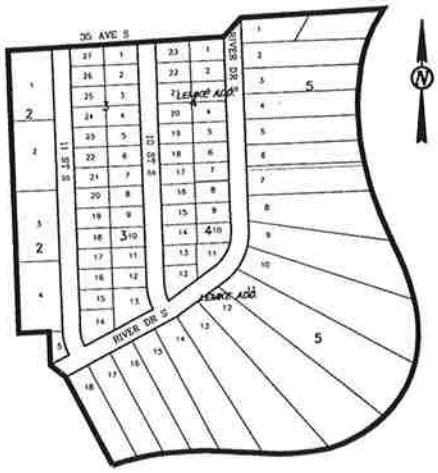
SECTION 1



SECTION 2



SECTION 3



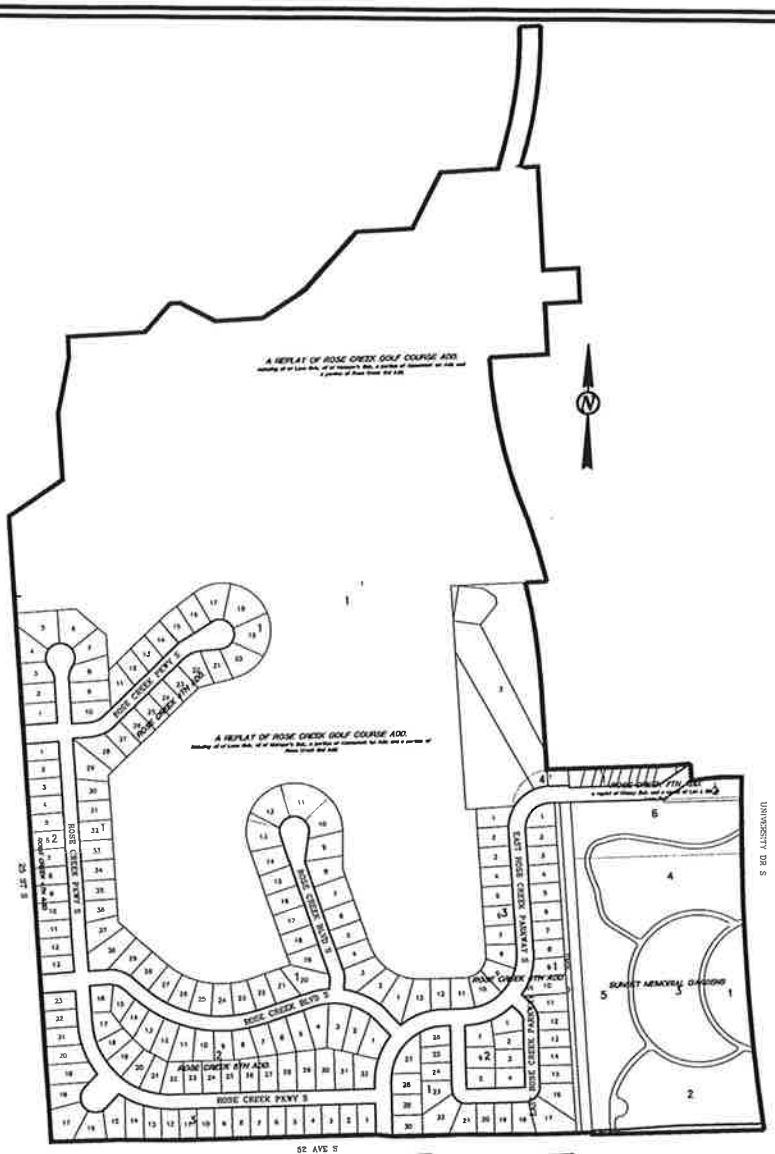
SECTION 4

CITY OF FARGO ENGINEERING
DEPARTMENT

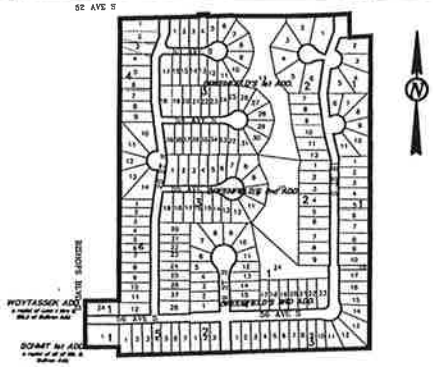
LOCATION & ASSESSMENT AREA

ASPHALT MILL & OVERLAY

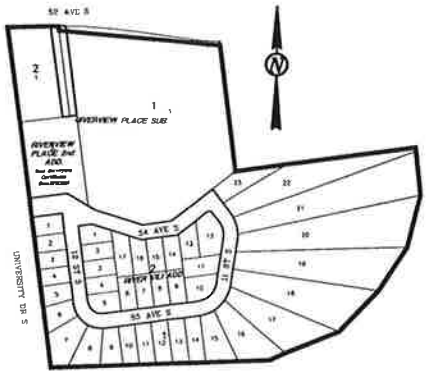
IMPROVEMENT DISTRICT NO. PR-22-F1



SECTION 5



SECTION 6



SECTION 7

CITY OF FARGO ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

ASPHALT MILL & OVERLAY

IMPROVEMENT DISTRICT NO. PR-22-F1

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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:

Traffic Signal Improvements

Improvement District No. TN-22-A

Call For Bids	February 22	, 2022
Advertise Dates	March 2 & 9	, 2022
Bid Opening Date	March 30	, 2022
Substantial Completion Date	October 28	, 2022
Final Completion Date	November 28	, 2022

N/A PWPEC Report (Attach Copy) **Part of 2022 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jim Mohr

Phone No. (701) 298-6925

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)

THE CITY OF Fargo FAR MORE

ENGINEER'S REPORT

TRAFFIC SIGNAL IMPROVEMENTS

IMPROVEMENT DISTRICT NO. TN-22-A

32 ST / 33 AVE S AT ESSENTIA AND 18 AVE S AT SANFORD

Nature & Scope

This project calls for the installation of hawk signals at two locations, one on 32nd Street South / 33rd Avenue South at Essentia Health and one on 18th Avenue South at Sanford. This will help with pedestrian traffic movements at these locations.

Purpose

The projects goal is to increase safety and convenience of the residents and the traveling public.

Feasibility

The estimated cost of construction is $238,113.00. The cost breakdown is as follows:

100% Special Assessments		
Construction Cost		$238,113.00
Fees		
Engineering	10%	$23,811.30
Admin	4%	$9,524.52
Legal	3%	$7,143.39
Interest	4%	$9,524.52
Contingency	5%	$11,905.65
Total Estimated Cost		**$300,022.38**
Funding		
Special Assessments	100.00%	$300,022.38
Project Funding Summary		
Special Assessments	100.00%	$300,022.38
Total Estimated Project Cost		**$300,022.38**

We believe this project to be cost effective.

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 2/15/22
NORTH DAKOTA

Thomas Knakmuhs, P.E.
Assistant City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

TRAFFIC SIGNAL IMPROVEMENTS

IMPROVEMENT DISTRICT NO. TN-22-A

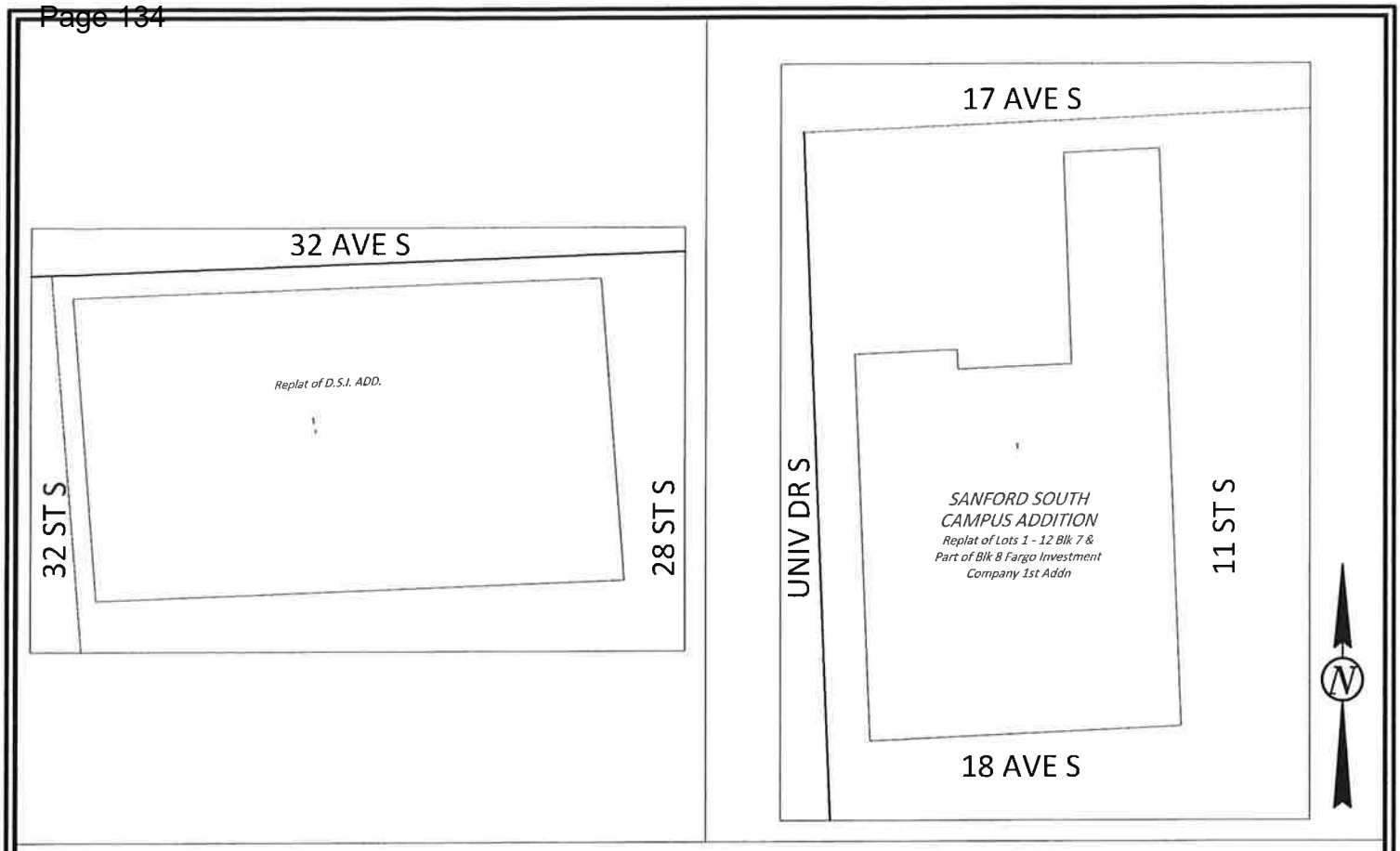
LOCATION:

Sanford Health on 18th Ave S.
Essentia Health on 32nd St S.

COMPRISING:

Lot 1, Block 1, Sanford South Campus Addn.
Lot 1, Block 1, Replat of D.S.I. Addn.

All the foregoing is located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO ENGINEERING
DEPARTMENT

LOCATION & ASSESSMENT AREA

TRAFFIC SIGNALS

IMPROVEMENT DISTRICT NO. TN-22-A