FARGO CITY COMMISSION AGENDA
Monday, February 8, 2021 - 5:00 p.m.

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

A. Pledge of Allegiance.

B. Roll Call.

C. Approve Order of Agenda.

D. Minutes (Regular Meeting, January 25, 2021 and Adjourned Regular Meeting, January 29, 2021).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. Amended Findings of Fact and Order of the Board of City Commissioners of the City of Fargo for property located at 717 3rd Avenue North.

2. Location transfer of the Alcoholic Beverage License for FMCT d/b/a The Stage at Island Park from 333 4th Street South to 6 Broadway.

3. Request to add an additional owner to La Fiesta Mexican and American Grill LLC d/b/a La Fiesta Mexican and American Grill.

4. Application for Games of Chance:
   a. Ashley Erdmann – Ava Cancer Benefit for a raffle on 4/3/21; Public Spirited Resolution.
   b. Saddle and Sirloin Club for a raffle on 2/13/21.
   c. Knights of Columbus 6570 for a calendar raffle from 4/1/21 to 4/30/21.

5. Limited Warranty Deed with Ryan Fargo LLC.

6. Permanent Easement (Storm Sewer) and Easement (Temporary Construction Easement) with the Park District of the City of Fargo in association with Project No. FM-19-A.

7. Memorandum of Offer to Landowner for Permanent Easement (Street and Utility) and Easement (Temporary Construction Easement) with The Municipal Airport Authority of the City of Fargo in association with Project No. BN-20-A0.

8. Memorandum of Offer to Landowner for purchase of a permanent easement with Kevin L. and Cynthia R. Odegaard in association with Project No. FM-19-A.

9. Bid awards at the FARGODOME:
   a. Replacement of the draft beer system.
   b. Purchase of four Robert Juliat Lancelot 4KW followspots (spotlights).
   c. Replacement of the headset communication systems for sporting and touring events.

10. State Water Commission request for cost reimbursement for the FM Metro Area Flood Risk Management Project for costs totaling $12,927,737.07.

11. Fire Department application for the Assistance to Firefighters Grant in the amount of $709,510.00 with a $70,951.00 local match for Self-Contained Breathing Apparatus and associated equipment.

12. Notice of Grant Award with the ND Department of Health for Family Planning PHQ-2 and PHQ-9 Screening (CFDA #93.994).

13. Notice of Grant Award Amendment with the ND Department of Health for COVID-19 Funding for local Public Health Units (CFDA #21.019).

14. Memorandum of Understanding with the ND Department of Health and Fargo Cass Public Health.

15. Continuation of the City of Fargo Temporary Employment Policy – Families First Coronavirus Response Act (FFCRA) until 3/31/21 or longer if required under future federal legislation.

16. Adoption of the 2020 National Electrical Code and direct the City Attorney's Office to update the Fargo Municipal Code to reflect this change.

17. Request for Proposals for purchase of ballistic body armor for the Red River Valley SWAT Team.

18. Memorandum of Understanding with the Fargo Park District for fueling services.

19. Bid award for Metro Transit Garage Lighting Project (AFB20132).

20. Sole Source Procurement with Electric Pump in the amount of $56,009.55 plus freight for the purchase of three volutes for Sanitary Lift Station No. 22.

21. Memorandum of Offer to Landowner for an Easement (Temporary Construction Easement) with Shaun E. Miller in association with Project No. WA1910.

22. Amendment No. 1 to Task Order No. 33 with AE2S for a fee reduction of $45,650.00 for Project No. WA2004.

23. Amendment No. 1 to Task Order No. 2 with Apex Engineering Group for a fee reduction of $30,335.00 for Project No. WA1862.

24. Task Order No. 32 with AE2S in the amount of $281,000.00 for Project No. WA2012.

25. Sole Source Procurement with JDP Electric, Inc. for small water utility projects in 2021.

26. Sole Source Procurement with Avista Technologies, Inc. for the purchase of a reverse osmosis system to operate the membrane at the Water Treatment Plant in 2021.

27. Sole Source Procurement with Suez Treatment Solutions, Inc. for an ozone generator for Project No. WA2055.

28. Sole Source Procurement with Pacific Consolidated Industries for a vacuum swing adsorption system for Project No. WA2055.

29. Bills.

30. Access Agreement with Robert Nelson in association with Improvement District No. UN-21-A1.

31. Agreement Regarding Special Assessments (Large Tract Single Family Residential Lot) (Wettstein Property) with Gregory H. and Jeri L. Wettstein for Improvement District Nos. BN-17-B and NN-17-A.

32. Bid award for Improvement District No. AN-20-E1.

33. Create Improvement District No. BN-21-F.

34. Contracts and bonds for Improvement District Nos. BR-21-A1 and BR-21-C1.

REGULAR AGENDA:

35. **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).**

36. ***Public Input Opportunity* - PUBLIC HEARING - 5:15 pm:**
    a. Section 5307 Federal Transportation Administration Grant Preliminary Program of Projects for 2021.

37. COVID-19 Update:
    a. Fargo Cass Public Health Update.

38. Update from Fargo Cass Public Health and the Fargo Police Department on the escalating drug use, overdoses and deaths in the community.

39. Request for Tax Increment Financing (TIF) for the development of an Industrial Park along Cass County Highway 20.

40. Applications for property tax exemptions for improvements made to buildings:
    a. Justin and Erica Valenti, 3634 21st Street South (3 year).
    b. TPO Properties LLC, 2201 University Drive North (3 year).
    c. Mike Hills, 2601 11th Street South (5 year).
    d. Beverly Kerber, 1527 16th Street South (5 year).
    e. Tim and Maria Olson, 513 20th Avenue North (5 year).

41. Recommendations for appointments and reappointments to the following Boards and Commissions:
    a. City Hall-Auditorium Commission.
    b. Housing and Redevelopment Authority.

42. Legislative Update.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 701.241.1310. Please contact us 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.

THE CITY OF Fargo FAR MORE

(1)

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

February 4, 2020

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

RE: Dangerous Building located at 717 3rd Avenue North, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and approval are the proposed Amended Findings of Fact and Order regarding the dangerous building proceeding for the property at 717 3rd Avenue North. At its January 25th, 2021 meeting, the report and alternative recommended motion presented by Bruce Taralson, city of Fargo Building Official, was approved. As such, the City Attorney's Office was directed to prepare the appropriate Amended Findings of Fact and Order.

Suggested Motion: I move to approve the Amended Findings of Fact and Order as presented.

Sincerely,

Alissa R. Farol
Assistant City Attorney

Enclosure

cc: Bruce Taralson

AMENDED
FINDINGS OF FACT AND ORDER
of the
BOARD OF CITY COMMISSIONERS
OF THE CITY OF FARGO

Property Address: 717 3rd Avenue North, Fargo, North Dakota

Owner: Ronald L. Ramsay

A hearing was held before the Board of City Commissioners of the City of Fargo on July 13th, 2020 regarding property located at 717 3rd Avenue North, Fargo, North Dakota. Bruce Taralson, Building Official, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property. Heather McCord, Project Manager for the Kilbourne Group, appeared and provided testimony. Kay Schwarzwalter, a neighbor, additionally appeared and provided testimony. At this hearing, the Board of City Commissioners amended the original motion, thereby allowing the property owner to obtain another 180-day permit, which would commence on July 13th, 2020 and expire on January 9th, 2021.

On January 11th, 2021, another hearing was held regarding the status of the dangerous building located at 717 3rd Avenue North, Fargo, North Dakota. Bruce Taralson appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property. Ron Ramsay, owner of the property, appeared and provided testimony. In addition, Heather McCord, Project Manager for the Kilbourne Group, appeared and provided testimony. A neighbor, Kay Schwarzwalter, additionally appeared and provided testimony. A motion by the Board of City Commissioners to delay any action for two weeks carried, ultimately setting the next hearing for the next regularly-scheduled Fargo City Commission meeting.

Two weeks later, on January 25th, 2021, a third hearing was held before the Board of City Commissioners of the City of Fargo regarding the dangerous building located at 717 3rd Avenue North, Fargo, North Dakota. Fargo Building Official, Bruce Taralson, appeared on behalf of the city of Fargo Inspections Department and provided testimony. Ron Ramsay, the owner of the property,

also appeared and provided testimony. Dawn Morgan, Sheri Fercho, and Nathan Larson from the Fargo Moorhead Heritage Society additionally appeared and provided testimony. Greg Danz, of Zandbroz, also appeared and testified. The Board of City Commissioners accepted the "alternative recommended motion" presented by Bruce Taralson, thereby giving the property owner more time to obtain necessary permits and complete all required work and repairs on the property under said permits.

The Board, having heard the testimony, considered the reports, evidence and other information presented hereby makes the following Amended Findings of Fact:

AMENDED FINDINGS OF FACT

1. That Ronald L. Ramsay is the owner of the following described property located in the city of Fargo, County of Cass and State of North Dakota:

Lot E, Block 10, Roberts Second Addition to the city of Fargo

The street address for which is: 717 3rd Avenue North, Fargo, North Dakota, 58102.

2. That the subject property is vacant.

3. That on May 9th, 2019, Bill Thompson, Building and Rental Housing Inspector to the city of Fargo, inspected the property and found the building, consisting of a single-story, wood-framed structure to be a dangerous building within the standards set forth in Article 21-04 of the Fargo Municipal Code and Section 108.1.5 of the International Property Maintenance Code concerning dangerous structures. Additionally, Bill Thompson observed and reported that numerous code violations exist and the deterioration of the property is extensive.

4. That on July 8th, 2020, James Haley, Deputy Assessor of the city of Fargo, performed an inspection on the property and determined that the estimated cost to repair the property would exceed fifty percent (50%) of the building value as established by the Fargo Assessment Department.

5. That the building is unsafe and is a dangerous building in the following respects: (a) multiple windows and doors are boarded up; (b) pillar on porch has fallen over; (c) foundation has loose/missing blocks; (d) there are signs of infestation; and (e) the exterior of the house is deteriorated and has peeling paint.

6. Further, the City Commission finds that the following conditions exist with respect to the subject property:

a. The structure has been damaged or deteriorated for more than fifty percent (50%) of its original value;

b. The building is unsafe, fails to provide the amenities essential to decent living, and is unfit for human habitation; and

c. The building it is unsafe or dangerous to the health, moral safety or general welfare of the people of the City of Fargo.

7. Notice of Dangerous Building was posted on the property on May 14th, 2019, in accordance with Municipal Code § 21-0404. The Notice of Dangerous Building informed the owners and all occupants, if any, that the "dangerous building" must be vacated and the building demolished within 30 days from the date of the notice.

8. The owners were properly served by certified mail with the Notice of Dangerous Building, dated May 14th, 2019.

9. That the information in the files of the Inspection Department and the City Assessor's Office stemming from various inspections of the property on or before May 9th, 2019, July 8th, 2020, and December 10th, 2020 with respect to the subject property is hereby accepted as true and correct.

10. That the building located at 717 3rd Avenue North, Fargo, North Dakota 58102, is hereby found to be a "dangerous building."

11. That on July 2nd, 2019, a remodel/repair permit was issued to the property owner. Despite being issued said permit, the property owner failed to commence work authorized by the permit within 180 days after its issuance, thereby voiding said permit. An Expired Permit Notice was mailed to the property owner on December 24th, 2019.

12. That on July 8th, 2020, the Inspections Department received an email from Heather McCord, the Project Manager at the Kilbourne Group, regarding the subject property. Kilbourne stated its intent to assist the property owner in repairing and restoring the structure in order to bring it into a legal, code-compliant structure. During the July 13th, 2020 Dangerous Building Hearing,

Heather McCord appeared on behalf the property owner re-stating the same and requesting another permit allowing the work to resume and be completed within 180 days of the July 13th, 2020 hearing.

13. That the Board of City Commissioners amended the original motion, thereby allowing the property owner to obtain another 180-day permit, which would commence on July 13th, 2020 and expire on January 9th, 2021.

14. That if said repairs are not completed by January 9th, 2021, the Inspections Department is authorized to commence demolition of the subject property.

15. That on August 13th, 2020 and October 14th, 2020, two permits to repair the property were issued to Kilbourne Group, both of which expired on January 9th, 2021 and were ultimately voided on January 11th, 2021.

16. That on December 10th, 2020, Bill Thompson, Building and Rental Housing Inspector to the city of Fargo, performed a re-inspection and found the following uncompleted work as required by said permits: (a) basement structural bracing; (b) rotten floor joists; (c) west upper column repair; (d) siding; (e) insulation; (f) mechanical, plumbing and electrical not brought up to code; (g) intended use of the property has not been made known; (h) inspections are not complete on both permits.

17. That on January 11th, 2021, another dangerous building hearing was held before the Board of City Commissioners. A motion by the Board to delay action for two weeks carried, ultimately setting the next hearing for the next regularly-scheduled Fargo City Commission meeting on January 25th, 2021.

18. That on January 25th, 2021, a dangerous building hearing on the subject property was held before the Board of City Commissioners. Bruce Taralson proposed an "alternative recommended motion," which was approved by the Board.

19. That said approved "alternative recommended motion" contained the following: that property owner Ronald L. Ramsay, the owner's architect, owner's contractor, or anyone else claiming an ownership interest in the "dangerous building" located at 717 3rd Avenue North, Fargo,

North Dakota, shall have 180 days from the date of service of these Amended Findings of Fact and Order to:

(a) obtain a permit (Permit #1) and complete all work on the exterior shell of the property and all engineering work as required. It is further ordered that the work must be code compliant and meet the guidelines outlined for properties located in the Historical District #15000825; and

(b) obtain a second permit (Permit #2) which must designate the use of the property and will provide for all additional work for a code compliant and functioning property. Said Permit #2 will allow for an additional 360 days to complete the project.

20. That said "alternative recommended motion" also would allow the city of Fargo to cause the "dangerous building" to be demolished if the owner fails to obtain permits and repair said "dangerous building" by the timelines set forth in Permit #1 and Permit #2.

21. Any cost of demolition shall be assessed against the subject property in accordance with Fargo Municipal Code §21-0405(E).

ORDER

Based on the foregoing Findings of Fact, it is hereby ORDERED that property owner Ronald L. Ramsay, the owner's agent, or anyone else claiming an ownership interest in the "dangerous building" located at 717 3rd Avenue North, Fargo, North Dakota, shall have 180 days from the date of service of this Order to:

(1) obtain a permit (Permit #1) and complete all work on the exterior shell of the property and all engineering work as required. It is further ordered that the work must be code compliant and meet the guidelines outlined for properties located in the Historical District #15000825; and

(2) obtain a second permit (Permit #2) which must designate the use of the property and will provide for all additional work for a code compliant and functioning property. Said Permit #2 will allow for an additional 360 days to complete the project.

It is further ordered that if the owner, the owner's agent, or anyone else claiming an ownership interest in said property, fails to obtain required permits and repair said "dangerous building" within the above-mentioned timeline for compliance, the City Auditor, Building Inspector and City Attorney are directed to act on behalf of the city of Fargo to cause the "dangerous building" to be demolished, and the cost of said demolition to be assessed against the subject property as provided in Section 21-0405 of the Fargo Municipal Code.

DATED this _____ day of February, 2021.

BOARD of CITY COMMISSIONERS of the CITY OF FARGO,
a North Dakota Municipal Corporation

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

ATTEST:

_____
Steven Sprague, City Auditor

NOTICE OF ENTRY OF ORDER

TO: RONALD L. RAMSAY AND ALL OTHER PERSONS HAVING AN INTEREST IN THIS PROPERTY

RE: PROPERTY AT 717 3RD AVENUE NORTH, FARGO, NORTH DAKOTA 58102

YOU ARE HEREBY GIVEN NOTICE that you shall have 30 days from the date of service of Findings of Fact and Order of the Board of City Commissioners of the City of Fargo ("Order") upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all in accordance with the appeal procedure set forth in Fargo Municipal Code § 21-0412. You are further given notice that the "dangerous building" on the subject property may be demolished by the city of Fargo at any time on or after the deadline for compliance as outlined by Permit #1 and Permit #2.

DATED this _____ day of February, 2021.

BOARD OF CITY COMMISSIONERS
CITY OF FARGO, a North Dakota Municipal Corporation

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

ATTEST:

_____
Steven Sprague, City Auditor

THE CITY OF Fargo FAR MORE

(2)

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

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: FMCT liquor license location transfer

DATE: January 26, 2021

On December 15th the Auditor's office received an request to transfer the location of FMCT's liquor license from 333 4th Street South location to 6 Broadway. The transfer request is a result of the structural failings of the main theater building. The plan is to return to that space once reconstruction is completed, likely the end of 2022.

Please approve the transfer of the FMCT d/b/a The Stage at Island Park liquor license to the new location of 6 Broadway and approve the new licensed premise. Liquor Control approved the transfer on January 20, 2021.

Recommended Motion:

Please approve the transfer of the FMCT d/b/a The Stage at Island Park liquor license to the new location of 6 Broadway and approve the new licensed premise.

FMCT FARGO/MOORHEAD COMMUNITY THEATRE

FMCT Board of Directors

Jaime Aasen, President

Adam R. Montgomery
Vice President

Caryn Hewitt, Secretary

Karin Rudd, Treasurer

Shelby Ellsworth

Daniel Damico

Shelby Cochran

Shanna Franzen

Mike LaMont

Artistic Director
Adam Pankow

Education Director
Judy Lewis

To Whom It May Concern:

The Fargo Moorhead Community Theatre is requesting a temporary relocation of our city-issued liquor license from our main theatre building at 333 4th Street South in Fargo to our secondary location at 6 Broadway N.

FMCT was displaced from the main theatre building in December of 2019 due to structural failings identified in the roof above the auditorium space. The organization is currently fundraising to begin the necessary repairs that must be made before we can use our building once again. At this time, we estimate a return to the building in late spring of 2022.

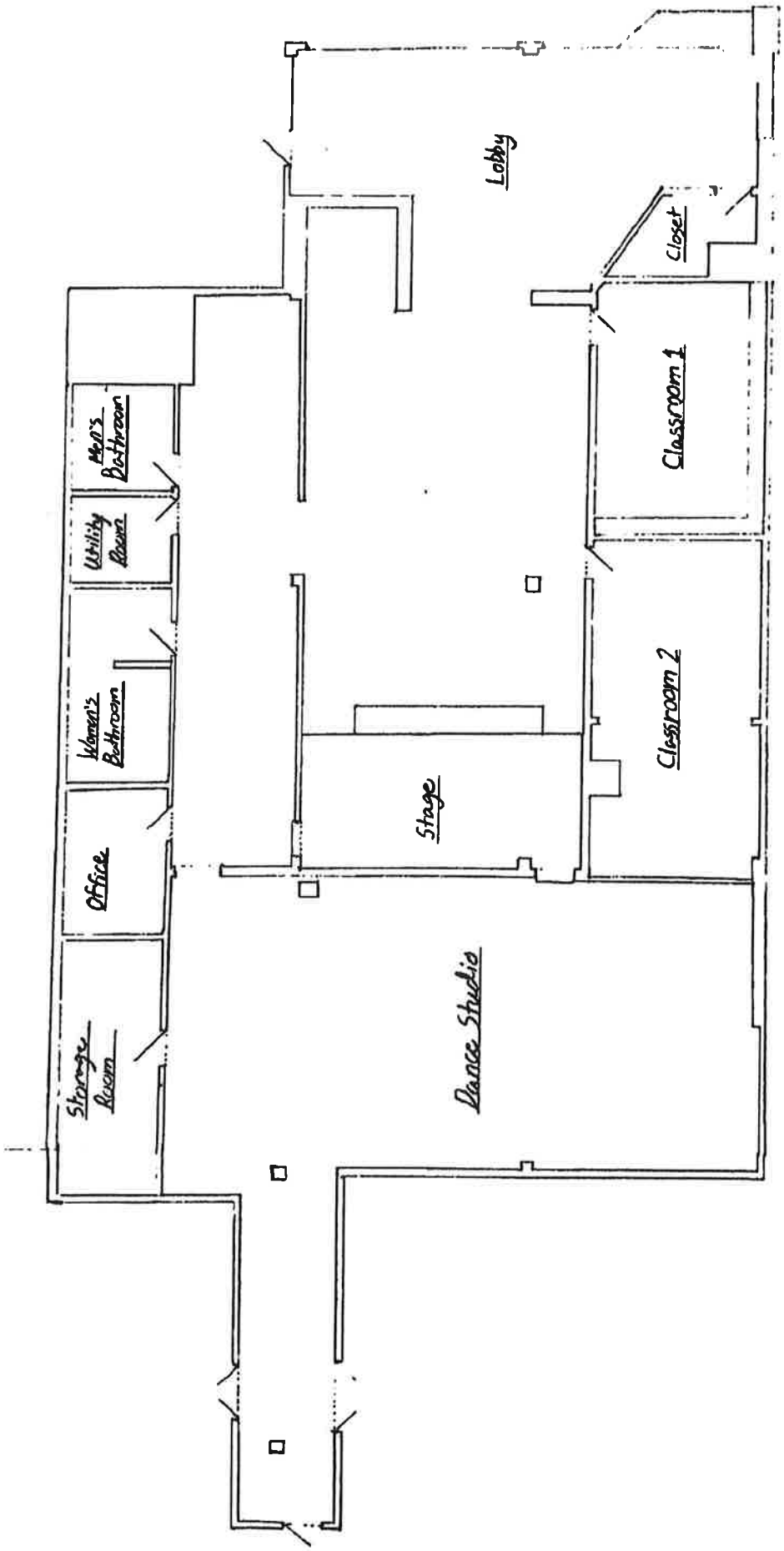
Liquor sales have been a crucial component of FMCT's revenue generated from holding productions and events. The ability to serve liquor from our secondary location would be a huge help to our organization in this time of financial uncertainty.

Enclosed you will find a floor plan for our Studio 6 location. If you require any additional materials, please reach out at your earliest convenience.

Gratefully,

Lucas Rutten
General Manager
Fargo Moorhead Community Theatre

Fargo Moorhead Community Theatre
Mailing Address: PO Box 1349, Fargo, ND 58107
333 4th St. S., Fargo, ND 58103
701-235-1901 www.fmct.org


Lobby
Closet
Classroom 1
Classroom 2
Stage
Dance Studio
Men's Bathroom
Utility Room
Women's Bathroom
Office
Storage Room

THE CITY OF Fargo FAR MORE

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

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MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: La Fiesta Mexican Grill

DATE: January 26, 2021

On December 1st the Auditor's office received an request to add an additional owner to LaFiesta Mexican Grill. The Police Department conducted a background check on Sergio Aguirre and found no items of concern in the criminal or credit history.

Liquor Control considered the ownership change and approved the change on January 20, 2021.

Recommended Motion:

Please approve the ownership change for La Fiesta Mexican Grill and add Sergio Aguirre as an owner.

Fargo Police Department

Memo

To: Chief David B. Zibolski

From: Lieutenant Mathew Sanders

Date: December 15, 2020

RE: Liquor License Background Investigation

Business: La Fiesta Mexican and American Grill

Application: This is an application for addition of an owner to La Fiesta Mexican and American Grill.

In accordance with Section 25-1505 of the Fargo Municipal Code, I have conducted a background investigation into the individual(s) listed on the supplied application.

The following information was discovered through this investigation:

Sergio Aguirre – Additional Owner

Criminal History- No areas of concern

Credit History- No areas of concern

Investigation

La Fiesta Mexican and American Grill is a restaurant with a class "F" license, located at 1109 38th St. S. The class "F" license requires 50% food sales and allows the on-sale of alcohol at a table or booth with no bar allowed.

I completed a public records search through North Dakota and Minnesota and found no records of criminal activity in regards to Mr. Aguirre.

Sgt. Christensen completed a credit check on Mr. Aguirre and found no concerns.

Mr. Aguirre checked "no" on his application regarding the question asking if he ever served alcohol at the wholesale or retail level. During my telephone interview with him regarding his work history, he stated he does personally serve alcohol to customers while working at his establishments. He stated he was mistaken and should have checked "yes" for that question.

Mr. Aguirre is the owner of Casa Mexico, located at 4950 13th Avenue South. Casa Mexico was issued a Class "F" liquor license in 2019. I communicated with City of Fargo Auditor Steve Sprague and he stated there have been no issues or violations associated with Casa Mexico.

The original background investigation for La Fiesta Mexican and American Grill was completed on September 3rd, 2019 by Sgt. Matt Christensen. Sgt. Christensen found no issues or concerns with the applicant. His investigation is attached to this report.

Conclusion

This background investigation is being forwarded for your review and recommendation to the City of Fargo Liquor Control Board in January of 2021.

Attachment 1: Applicant Information
Attachment 2: La Fiesta Investigation from 9-3-2019

RECEIVED
FARGO POLICE DEPARTMENT
DEC 30 2020
DAVID B ZIBOLSKI
CHIEF OF POLICE
REF: STEVE SPRAGUE

X approved for LCB review 1/20/21

Received 12/15/2020
DC Anderson
+ Lt. Sanderson
CMCM

(4a)

CC 25.00
2/4/21

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

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

Name of Nonprofit Organization or group of people permit is issued to: Ashley Erdmann - Ava Cancer benefit	Date(s) of Activity to	For a raffle, provide drawing date(s): April 3rd 2021 @ 2pm	
Person Responsible for the Gaming Operation and Disbursement of Net Income: Ashley Erdmann	Title	Business Phone Number: 218-252-8061	
Business Address	City	State	Zip Code
Mailing Address (if different): 514 3rd Ave NW	City: West Fargo	State: ND	Zip Code: 58078
Name of Site Where Game(s) will be Conducted: online live drawing	Site Address		
City: facebook event - "Ava Louise cancer benefit"	State	Zip Code	County

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	Sonos speaker	$180
Raffle	Apple Airpods	$130
Raffle	Nintendo Switch	$300
Raffle	vehicle Remote Start	$450
Raffle	Google nest	$100
Raffle	Samsung Tablet	$300
Raffle	Custom fire pit	$350
Raffle	Auto detailing	$100

Game Type	Description of Prize	Retail Value of Prize

Total: $ 1910 (Limit $40,000 per year)

Intended uses of gaming proceeds: Personal health benefit fundraiser, we are working with lend a hand up.

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

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

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

Signature of Organization or Group's Top Official	Date	Title	Business Phone Number
Ashley L Erdmann	1/18/21		218-252-8061

46

V 12094
25.00
2/4/21

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

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

NDSU

Name of Nonprofit Organization or group of people permit is issued to: Saddle and Sirloin club	Date(s) of Activity: ~~2/12 to 2/13/21~~	For a raffle, provide drawing date(s): 2/13/21	
Person Responsible for the Gaming Operation and Disbursement of Net Income: Kadey Holm	Title: manager	Business Phone Number: (701) 535-1226	
Business Address: P.O Box 6050	City: Fargo	State: ND	Zip Code: 58105
Mailing Address (if different):	City:	State:	Zip Code:
Name of Site Where Game(s) will be Conducted: Shipperd Arena NDSU	Site Address: 1350 Albrecht Blvd		
City: Fargo	State: ND	Zip Code: 58105	County: Cass

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
50/50 raffle	50/50 raffle	$600

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $40,000 per year) $ 600.00

Intended uses of gaming proceeds: Half of the 50/50 raffle would go to the winner of the drawing and half would go back to the club.

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

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

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

Signature of Organization or Group's Top Official	Date	Title	Business Phone Number

(40) Cash 2/4/21

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

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

Name of Nonprofit Organization or group of people permit is issued to: Knights of Columbus 6570	Date(s) of Activity: 4/1/21 to 4/30/21		For a raffle, provide drawing date(s): Same
Person Responsible for the Gaming Operation and Disbursement of Net Income: Mike O'Leary	Title: Raffle Chair		Business Phone Number: 701-235-7404
Business Address: 1825 11 Street South	City: Fargo	State: ND	Zip Code: 58103
Mailing Address (if different):	City:	State:	Zip Code:
Name of Site Where Game(s) will be Conducted: Nativity Church	Site Address: 1825 11 Street South		
City: Fargo	State: ND	Zip Code: 58103	County: Cass

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	1 - $500	$500.00
✓	4 - $50	$200.00
✓	4 - $150	$600.00
✓	21 - 25	$525.00
	30 -	$1,825.00

Game Type	Description of Prize	Retail Value of Prize

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

Intended uses of gaming proceeds: Church building repairs

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

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

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

Signature of Organization or Group's Top Official	Date	Title	Business Phone Number
[signature]	2/3/2021	Chairman	701-235-2404

5

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Purchase

Location: Auditor's Lot 1 in NE ¼ of Sec 15, T140N, R49W

Date of Hearing: 11/9/2020

Routing	Date
City Commission	2/8/2021
PWPEC File	X
Project File	Donald Kress

The Committee reviewed the attached request to acquire a portion of Auditor's Lot 1 from Ryan Fargo, LLC (Amazon Site). This property is intended to be used as right of way for the future extension of 48th Avenue North eastward to connect with 37th Street North at a future date.

Staff is seeking approval to acquire the 0.33 acre portion of Auditor's Lot from Ryan Fargo, LLC.

On a motion by Tim Mahoney, seconded by Bruce Grubb, the Committee voted to authorize Staff to acquire the 0.33 acre portion of Auditor's Lot 1 in the NE ¼ Sec 15, T140N, R49W from Ryan Fargo, LLC.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and authorize Staff to acquire 0.33 acres in a portion of Auditor's Lot 1 in the NE ¼ Sec 15, T140N, R49W from Ryan Fargo, LLC.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: None

	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	☑	☑	☐	Ryan Erickson
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

MEMORANDUM

TO: Members of PWPEC

FROM: Donald Kress, current planning coordinator

DATE: November 3rd, 2020

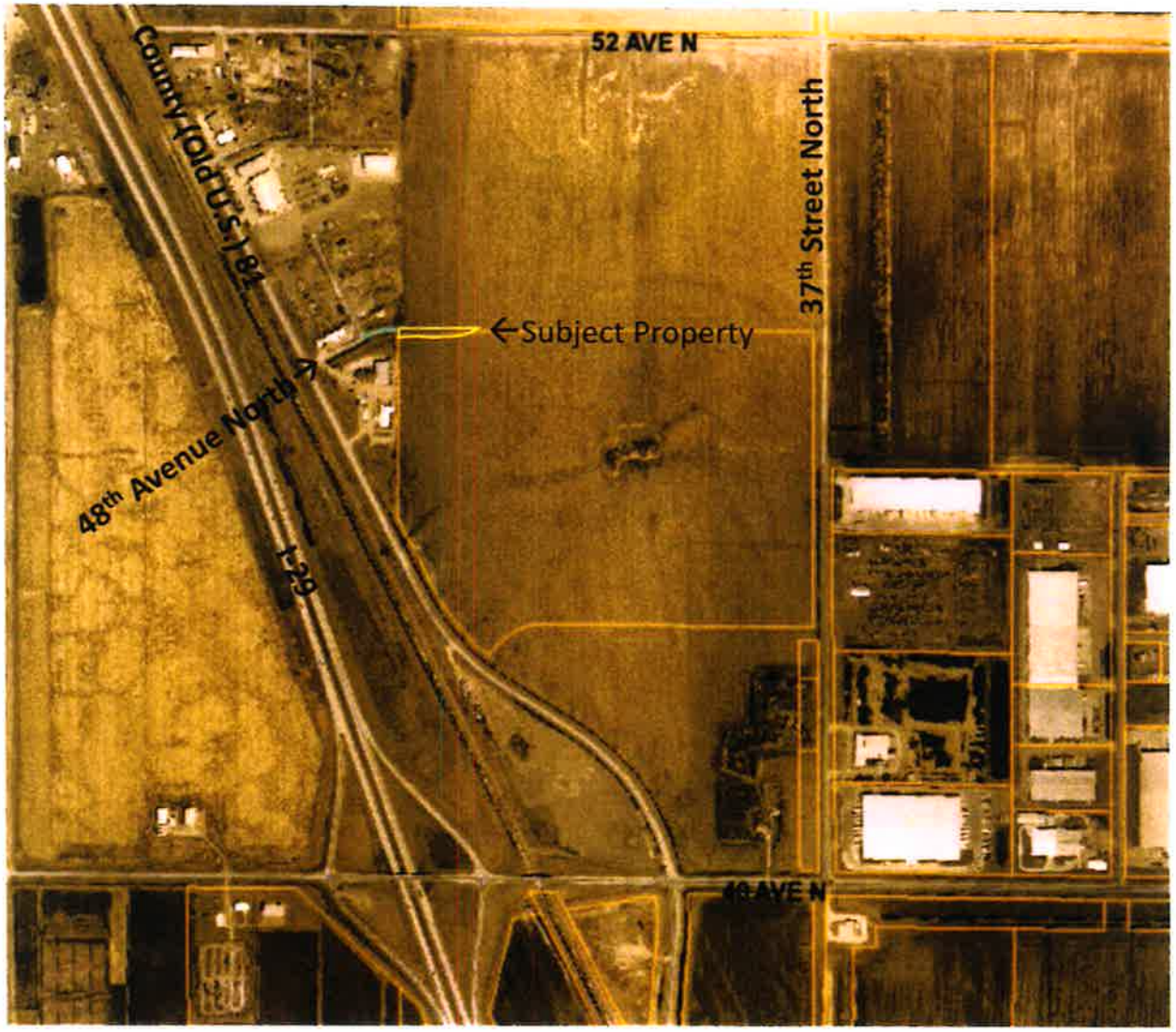
RE: DEVELOPMENT APPLICATION UPDATE

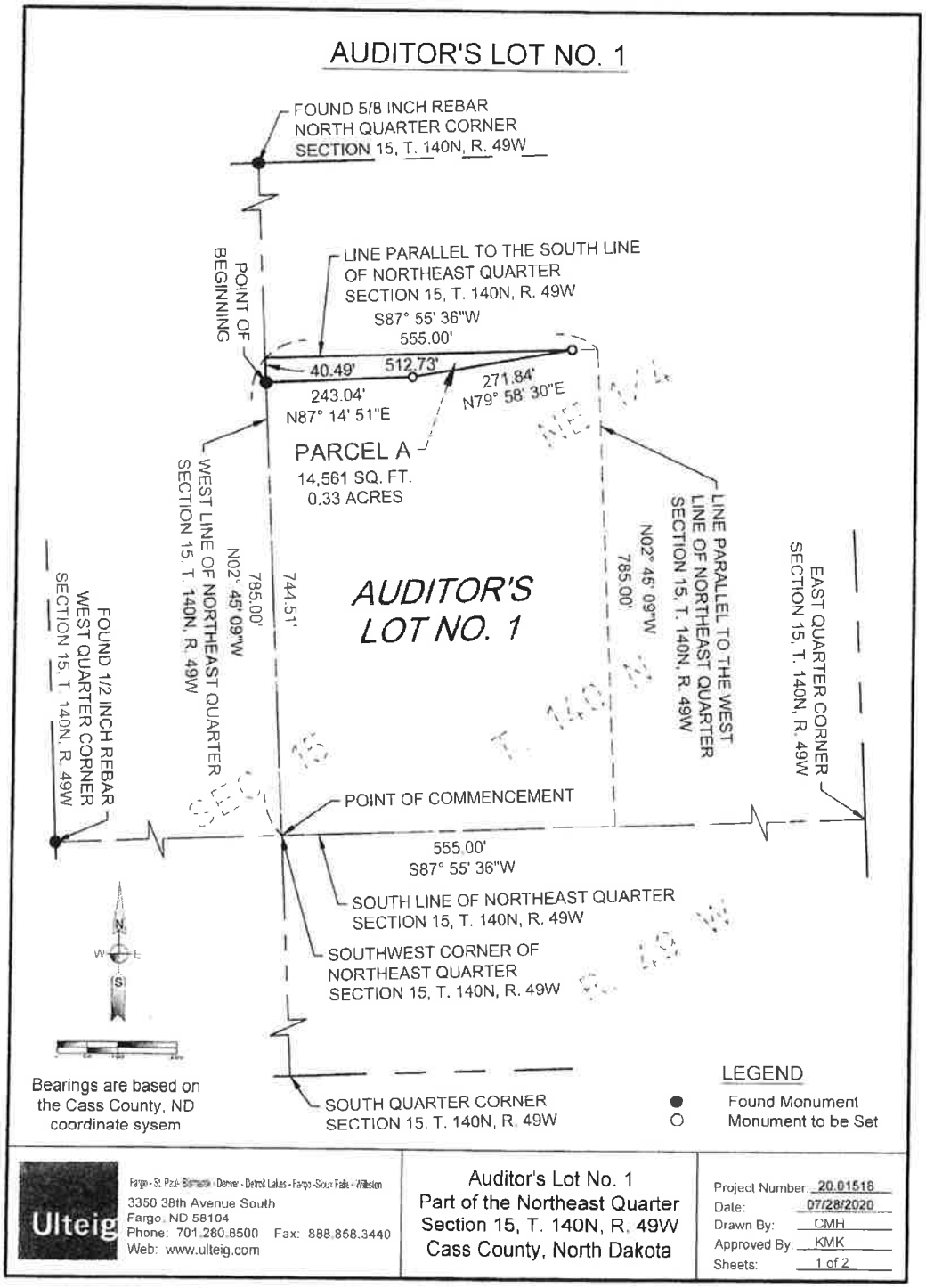
1. **PROJECT NAME:** Purchase of a portion Auditor's Lot 1 from Ryan Fargo, LLC (Amazon Site)

   Representative: Mark Williams, Planning Department
   Attached is a certificate of survey depicting a 0.33 acre portion of Auditor's Lot 1 in the NE ¼ of Sec. 15, T140N, R49W, adjacent to the Amazon property in north Fargo. As a result of discussions between Ryan Companies and City staff during the platting process, Ryan Companies agreed to sell this 0.33 acre property to the City for a nominal sum. This property is intended to be used for the future extension of 48th Avenue North eastward to connect with 37th Street North at a future date. The draft limited warranty deed, indicating the amount of $1.00 the City would pay for this property, is also attached, as is a location map.

   Recommendation: Authorize the City to purchase the 0.33 acre portion of Auditor's Lot 1 in the NE ¼ of Sec. 15, T140N, R49W for $1.00 from Ryan Fargo LLC.

Location of
0.33 acre portion
of Auditor's Lot 1
Sec. 15, T140N,
R49W





Ulteig
Fargo - St. Paul - Bismarck - Denver - Detroit Lakes - Fargo-Sioux Falls - Williston
3350 38th Avenue South
Fargo, ND 58104
Phone: 701.280.8500 Fax: 888.858.3440
Web: www.ulteig.com

Auditor's Lot No. 1
Part of the Northeast Quarter
Section 15, T. 140N, R. 49W
Cass County, North Dakota

Project Number: 20.01518
Date: 07/28/2020
Drawn By: CMH
Approved By: KMK
Sheets: 1 of 2

AUDITOR'S LOT NO. 1

Existing Legal Description

A part of the Northeast Quarter (NE 1/4) of Section Fifteen (15), Township One Hundred Forty (140) North, Range Forty Nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota described as follows:
Beginning at the Southwest Corner of said Northeast Quarter (NE 1/4);
Thence north along the west line of said Northeast Quarter (NE 1/4) for a distance of seven hundred eighty five (785.00) feet;
Thence east parallel to the south line of said Northeast Quarter (NE 1/4) for a distance of five hundred fifty five (555.00) feet;
Thence south parallel to the west line of said Northeast Quarter (NE 1/4) for a distance of seven hundred eighty five (785.00) feet to a point on the south line of said Northeast Quarter (NE 1/4);
Thence west along the south line of said Northeast Quarter (NE 1/4) for a distance of five hundred fifty five (555.00) feet to the point of beginning.
Said tract contains 10.0 acres, more or less.

PARCEL A Description

That part of Auditor's Lot No. 1, a part of the Northeast Quarter (NE 1/4) of Section Fifteen (15), Township One Hundred Forty (140) North, Range Forty Nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota lying north of the following described line:

Commencing at the Southwest Corner of said Northeast Quarter; Thence north along the west line of said Northeast Quarter, a distance of 744.51 feet to the point of beginning; Thence North 87 degrees 14 minutes 51 seconds East, a distance of 243.04 feet; Thence North 79 degrees 58 minutes 30 seconds East, a distance of 271.84 feet to a point on the north line of said Auditor's Lot No. 1 and there terminating.

Said tract contains 14,561 square feet or 0.33 acres, more or less.

SURVEYOR'S CERTIFICATE

I, Kurt M. Kisch, Registered Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said lot; that all distances, area and location, as indicated on said plat and contained in said description, are true and correct.

Kurt M. Kisch, Professional Land Surveyor
North Dakota License No. 4597

KURT M. KISCH
REGISTERED
LAND
SURVEYOR
LS. -4597
NORTH DAKOTA

Ulteig
Fargo - St. Paul - Bismarck - Denver - Detroit Lakes - Fargo - Sioux Falls - Williston
3350 38th Avenue South
Fargo, ND 58104
Phone: 701.280.8500 Fax: 888.858.3440
Web: www.ulteig.com

Auditor's Lot No. 1
Part of the Northeast Quarter
Section 15, T. 140N, R. 49W
Cass County, North Dakota

Project Number: 20.01518
Date: 07/28/2020
Drawn By: CMH
Approved By: KMK
Sheets: 2 of 2

LIMITED WARRANTY DEED

THIS INDENTURE, Made this _____ day of September, 2020, between RYAN FARGO, LLC, a Delaware limited liability company, 533 South 3rd St. Suite 100, Minneapolis, MN 55415_ ("Grantor") and the City of Fargo, a North Dakota Municipal Corporation, 225 North 4th Street, Fargo, North Dakota ("Grantee").

For and in consideration of sum of One Dollar ($1.00) and other valuable consideration, Grantor does hereby GRANT AND CONVEY to the Grantee all of the following real property lying and being in the County of Cass, and State of North Dakota, and described as follows, to-wit:

See Exhibit A hereto attached

together with all hereditaments and appurtenances. This legal description was obtained from a Certificate of Survey conducted by Kurt M. Kisch, Professional Land Surveyor, North Dakota License No. 4597

This Deed conveys after-acquired title. Grantor warrants that Grantor has not made, done, executed, imperiled, charged or suffered any act or thing to imperil or encumber the above described property or any part thereof, now or at any time hereafter and that Grantor will warrant the title to the above described property against all persons claiming the same from or through Grantor as a result of any such act or thing, EXCEPT: None.

The undersigned certifies that the full consideration paid for the property described in this deed is $1.00.

DATED: _____

_____
Grantee or Agent

WITNESS, the hand of the Grantor:

RYAN FARGO, LLC, a Delaware limited liability company
By: Ryan Companies US, Inc., its Manager

_____
Name:_____
Its:_____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this ____day of _____2020, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that the _____executed the same.

_____
Notary Public
(SEAL) Residing at:_____
My Commission Expires:_____

This instruments was drafted by:

Ryan Companies US, Inc. (AEW)
533 South 3rd St., Suite 100
Minneapolis, MN 55415
Phone – 612-492-4000

EXHIBIT A

That part of Auditor's Lot No. 1, a part of the Northeast Quarter (NE 1/4) of Section Fifteen (15), Township One Hundred Forty (140) North, Range Forty-nine (49) West of the Fifth Principal Meridian,
Cass County, North Dakota lying north of the following described line:
Commencing at the Southwest Corner of said Northeast Quarter; Thence north along the west line of
said Northeast Quarter, a distance of 744.51 feet to the point of beginning; Thence North 87 degrees
14 minutes 51 seconds East, a distance of 243.04 feet; Thence North 79 degrees 58 minutes 30 seconds East, a distance of 271.84 feet to a point on the north line of said Auditor's Lot No. 1 and there terminating.

Said tract contains 14,561 square feet or 0.33 acres, more or less.

THE CITY OF Fargo FAR MORE

(6)

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

January 27, 2021

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

Re: Permanent & Temporary Easements
Flood Mitigation Project #FM-19-A

Dear Commissioners:

Accompanying for City Commission review and approval is a permanent easement and a temporary construction easement from the Park District of the City of Fargo in association with Flood Mitigation Project #FM-19-A.

701 42nd Ave N & 801 40th Ave N – Park District of the City of Fargo

RECOMMENDED MOTION:
Approve the permanent easement & the temporary construction easement from the Park District of the City of Fargo and instruct the Mayor to sign the easements on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,

Shawn G. Bullinger

Shawn G. Bullinger
Land Acquisition Specialist

C: Nathan Boerboom

EASEMENT
(Temporary Construction Easement)

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

Parcel 1

That part of Lot 13, Block 1, Riverwood Second Addition to the City of Fargo, Cass County, North Dakota, described as follows:

> Commencing at the northwest corner of said Lot 13; thence South 02°25'02" East, along the westerly line of said Lot 13, for a distance of 24.00 feet to a point of intersection with the southerly line of the North 24.00 feet of said Lot 13, and the true point of beginning; thence continue South 02°25'02" East, along the westerly line of said Lot 13, for a distance of 77.00 feet; thence North 37°32'41" East for a distance of 81.00 feet to a point of intersection with the southerly line of the North 39.00 feet of said Lot 13; thence North 87°29'24" East, along the southerly line of the North 39.00 feet of said Lot 13, for a distance of 123 feet, more or less, to a point of intersection with the westerly bank of the Red River of the North; thence northerly, along the westerly bank of said Red River of the North, for a distance of 15 feet, more or less, to a point of intersection with the southerly line of the North 24.00 feet of said Lot 13; thence South 87°29'24" West, along the southerly line of the North 24.00 feet of said Lot 13, for a distance of 179 feet, more or less, to the true point of beginning.

Said tract contains 4,271 square feet, more or less.

Parcel 2

The North 15.00 feet of the South 21.00 feet of Lot 16, Block 6, Riverwood Third Addition to the City of Fargo, Cass County, North Dakota.

Said tract contains 1,426 square feet, more or less.

Parcel 3

That part of Lot 16, Block 6, Riverwood Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

> Commencing at the northwest corner of said Lot 16; thence South 02°31'40" East, along the westerly line of said Lot 16, for a distance of 100.00 feet to found iron monument and an angle point on the westerly line of said Lot 16; thence South 19°36'28" West, along the westerly line of said Lot 16, for a distance of 20.00 feet; thence North 49°00'05" East for a distance of 78.00 feet; thence North 01°19'35" West for a distance of 70.00 feet to a point of intersection with the northerly line of said Lot 16; thence South 87°29'16" West, along the northerly line of said Lot 16, for a distance of 55.00 feet to the point of beginning.

Said tract contains 4,982 square feet, more or less.

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

Grantor, its successors and assigns, further agrees that they will not disturb, injure, molest or in any manner interfere with said parcel to be used for storage 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 storage and all other construction activities during the construction phase of said project. Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun.

This easement shall terminate on July 1, 2022.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor has set their hands and caused this instrument to be executed this 15th day of January, 2021.

GRANTOR:

Park District of the City of Fargo

By: Dave Leker

Its: Executive Director

STATE OF North Dakota)
) ss.
COUNTY OF Cass)

On this 15 day of January, 2021, before me, a notary public in and for said county and state, personally appeared Dave Leker, to me known to be the Executive Director of Park District of the City of Fargo, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)

TARA L. NIELSEN
Notary Public
State of North Dakota
My Commission Expires Mar. 1, 2023

Tara L. Nielsen
Notary Public
Cass County, ND

GRANTEE:

City of Fargo, a North Dakota municipal corporation

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

ATTEST

_____
Steve Sprague, City Auditor

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

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

_____
Notary Public
Cass County, ND
My Commission expires:

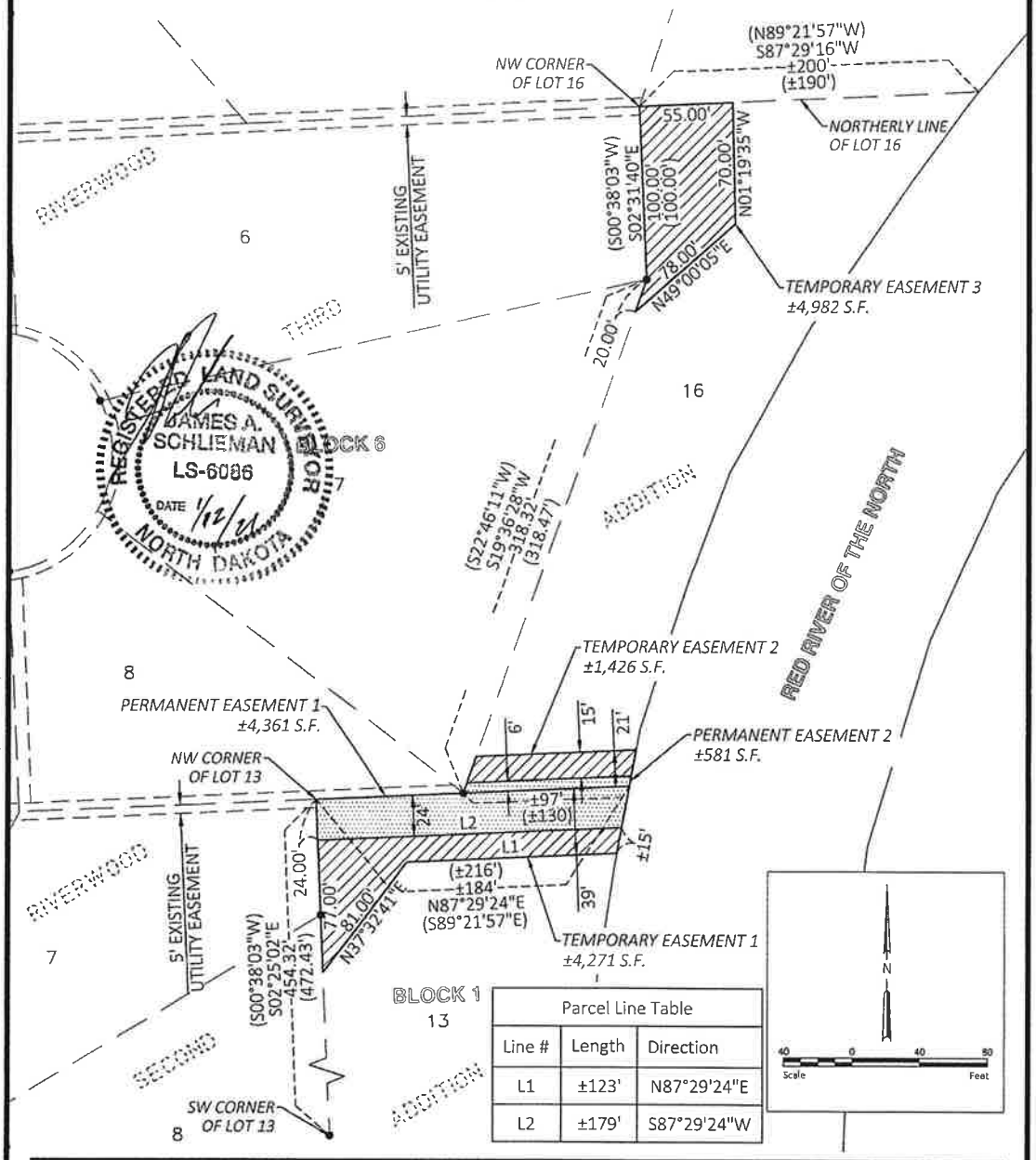
(SEAL)

The legal description was prepared by:
James A. Schlieman, LS-6086
Houston Engineering
1401 21st Ave N
Fargo, ND 58102

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

PART OF LOT 16, BLOCK 6, RIVERWOOD 3RD ADDITION, AND
PART OF LOT 13, BLOCK 1, RIVERWOOD 2ND ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: CITY OF FARGO PARK DISTRICT



Parcel Line Table		
Line #	Length	Direction
L1	±123'	N87°29'24"E
L2	±179'	S87°29'24"W

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

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

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

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

H:\JBN\6000\6059\6059_0161\CAD\Easements\6059-0161 Park District Easement Exhibit.dwg-Park District-1/12/2021 1:00 PM-(dbuchholtz)

1-12-21

PART OF LOT 16, BLOCK 6, RIVERWOOD 3RD ADDITION, AND
PART OF LOT 13, BLOCK 1, RIVERWOOD 2ND ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: CITY OF FARGO PARK DISTRICT

Description - Permanent Easement 1:

The North 24.00 feet of Lot 13, Block 1, Riverwood Second Addition to the City of Fargo, Cass County, North Dakota.

Said tract contains 4,361 square feet, more or less.

Description - Temporary Easement 1:

That part of Lot 13, Block 1, Riverwood Second Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 13; thence South 02°25'02" East, along the westerly line of said Lot 13, for a distance of 24.00 feet to a point of intersection with the southerly line of the North 24.00 feet of said Lot 13, and the true point of beginning; thence continue South 02°25'02" East, along the westerly line of said Lot 13, for a distance of 77.00 feet; thence North 37°32'41" East for a distance of 81.00 feet to a point of intersection with the southerly line of the North 39.00 feet of said Lot 13; thence North 87°29'24" East, along the southerly line of the North 39.00 feet of said Lot 13, for a distance of 123 feet, more or less, to a point of intersection with the westerly bank of the Red River of the North; thence northerly, along the westerly bank of said Red River of the North, for a distance of 15 feet, more or less, to a point of intersection with the southerly line of the North 24.00 feet of said Lot 13; thence South 87°29'24" West, along the southerly line of the North 24.00 feet of said Lot 13, for a distance of 179 feet, more or less, to the true point of beginning.

Said tract contains 4,271 square feet, more or less.

Description - Permanent Easement 2:

The South 6.00 feet of Lot 16, Block 6, Riverwood Third Addition to the City of Fargo, Cass County, North Dakota.

Said tract contains 581 square feet, more or less.

Description - Temporary Easement 2:

The North 15.00 feet of the South 21.00 feet of Lot 16, Block 6, Riverwood Third Addition to the City of Fargo, Cass County, North Dakota.

Said tract contains 1,426 square feet, more or less.

Description - Temporary Easement 3:

That part of Lot 16, Block 6, Riverwood Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 16; thence South 02°31'40" East, along the westerly line of said Lot 16, for a distance of 100.00 feet to found iron monument and an angle point on the westerly line of said Lot 16; thence South 19°36'28" West, along the westerly line of said Lot 16, for a distance of 20.00 feet; thence North 49°00'05" East for a distance of 78.00 feet; thence North 01°19'35" West for a distance of 70.00 feet to a point of intersection with the northerly line of said Lot 16; thence South 87°29'16" West, along the northerly line of said Lot 16, for a distance of 55.00 feet to the point of beginning.

Said tract contains 4,982 square feet, more or less.

REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6086
DATE 1/12/21
NORTH DAKOTA

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

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

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1-12-21

PERMANENT EASEMENT
(Storm Sewer)

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

Parcel 1

The North 24.00 feet of Lot 13, Block 1, Riverwood Second Addition to the City of Fargo, Cass County, North Dakota.

Said tract contains 4,361 square feet, more or less.

Parcel 2

The South 6.00 feet of Lot 16, Block 6, Riverwood Third Addition to the City of Fargo, Cass County, North Dakota.

Said tract contains 581 square feet, more or less.

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 15 day of January, 2021.

GRANTOR:
Park District of the City of Fargo

Dave Leker
By:

Executive Director
Its:

STATE OF North Dakota)
) ss.
COUNTY OF Cass)

On this 15 day of January, 2021, before me, a notary public in and for said county and state, personally appeared Dave Leker, to me known to be the Executive Director of **Park District of the City of Fargo,** described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)

TARA L. NIELSEN
Notary Public
State of North Dakota
My Commission Expires Mar. 1, 2023

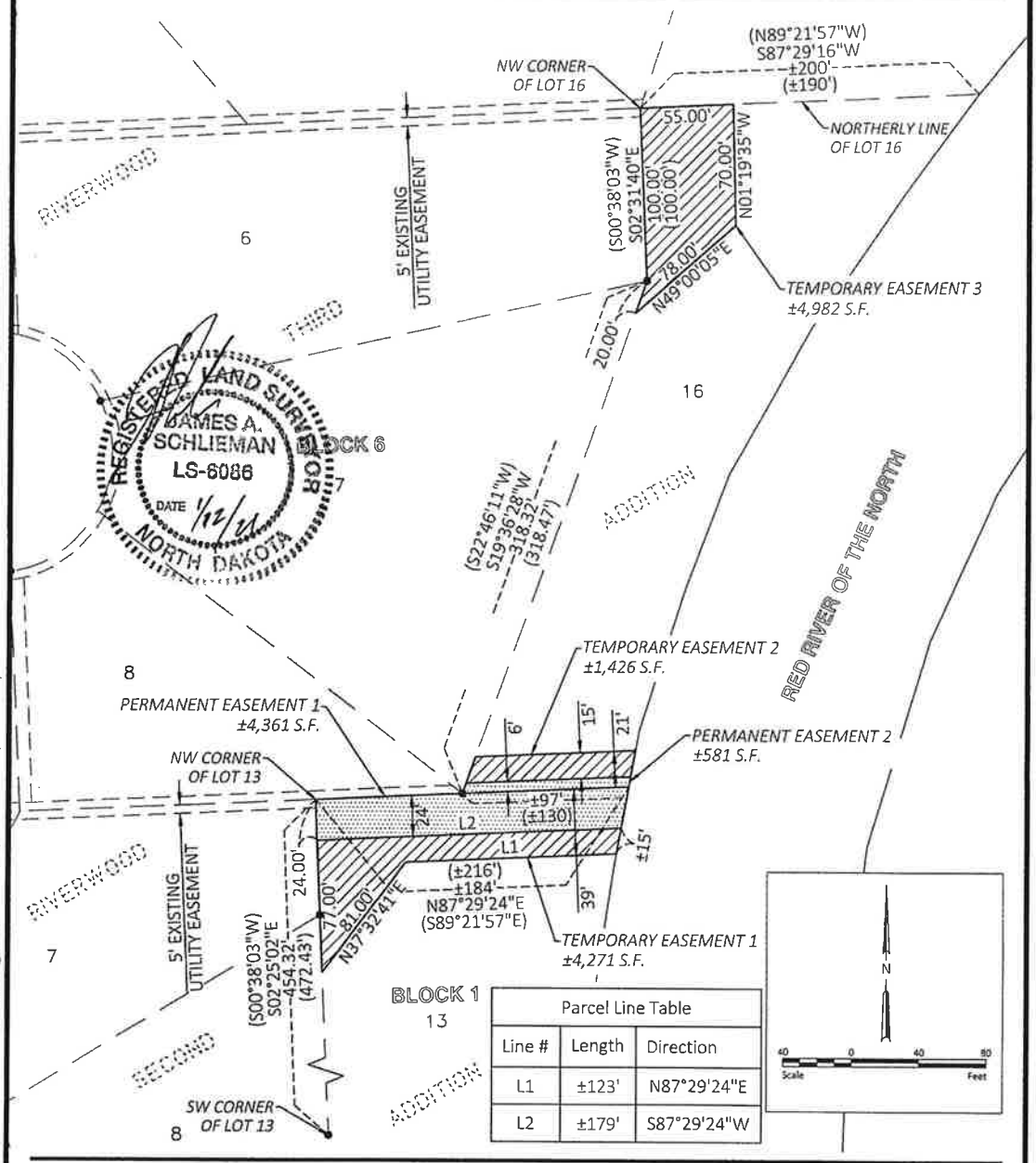
Tara L. Nielsen
Notary Public
Cass County, North Dakota

The legal description was prepared by:
James A. Schlieman, LS-6086
Houston Engineering
1401 21st Ave N
Fargo, ND 58102

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

PART OF LOT 16, BLOCK 6, RIVERWOOD 3RD ADDITION, AND
PART OF LOT 13, BLOCK 1, RIVERWOOD 2ND ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: CITY OF FARGO PARK DISTRICT



Parcel Line Table		
Line #	Length	Direction
L1	±123'	N87°29'24"E
L2	±179'	S87°29'24"W

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

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

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

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

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1-12-21

PART OF LOT 16, BLOCK 6, RIVERWOOD 3RD ADDITION, AND
PART OF LOT 13, BLOCK 1, RIVERWOOD 2ND ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: CITY OF FARGO PARK DISTRICT

Description - Permanent Easement 1:

The North 24.00 feet of Lot 13, Block 1, Riverwood Second Addition to the City of Fargo, Cass County, North Dakota.

Said tract contains 4,361 square feet, more or less.

Description - Temporary Easement 1:

That part of Lot 13, Block 1, Riverwood Second Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 13; thence South 02°25'02" East, along the westerly line of said Lot 13, for a distance of 24.00 feet to a point of intersection with the southerly line of the North 24.00 feet of said Lot 13, and the true point of beginning; thence continue South 02°25'02" East, along the westerly line of said Lot 13, for a distance of 77.00 feet; thence North 37°32'41" East for a distance of 81.00 feet to a point of intersection with the southerly line of the North 39.00 feet of said Lot 13; thence North 87°29'24" East, along the southerly line of the North 39.00 feet of said Lot 13, for a distance of 123 feet, more or less, to a point of intersection with the westerly bank of the Red River of the North; thence northerly, along the westerly bank of said Red River of the North, for a distance of 15 feet, more or less, to a point of intersection with the southerly line of the North 24.00 feet of said Lot 13; thence South 87°29'24" West, along the southerly line of the North 24.00 feet of said Lot 13, for a distance of 179 feet, more or less, to the true point of beginning.

Said tract contains 4,271 square feet, more or less.

Description - Permanent Easement 2:

The South 6.00 feet of Lot 16, Block 6, Riverwood Third Addition to the City of Fargo, Cass County, North Dakota.

Said tract contains 581 square feet, more or less.

Description - Temporary Easement 2:

The North 15.00 feet of the South 21.00 feet of Lot 16, Block 6, Riverwood Third Addition to the City of Fargo, Cass County, North Dakota.

Said tract contains 1,426 square feet, more or less.

Description - Temporary Easement 3:

That part of Lot 16, Block 6, Riverwood Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 16; thence South 02°31'40" East, along the westerly line of said Lot 16, for a distance of 100.00 feet to found iron monument and an angle point on the westerly line of said Lot 16; thence South 19°36'28" West, along the westerly line of said Lot 16, for a distance of 20.00 feet; thence North 49°00'05" East for a distance of 78.00 feet; thence North 01°19'35" West for a distance of 70.00 feet to a point of intersection with the northerly line of said Lot 16; thence South 87°29'16" West, along the northerly line of said Lot 16, for a distance of 55.00 feet to the point of beginning.

Said tract contains 4,982 square feet, more or less.

REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6086
DATE 1/12/21
NORTH DAKOTA

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

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

H:\JBN\6000\6059\6059_0161\CAD\Easements\6059-0161 Park District Easement Exhibit.dwg-Park District (2)-1/12/2021 1:00 PM-(dbuchholtz)

1-12-21

THE CITY OF Fargo FAR MORE

(7)

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

January 28, 2021

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

Re: Memorandum of Offer to Landowner
Permanent & Temporary Easements
Project #BN-20-A0

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition & triplicate originals of a permanent and (2) temporary easements in association with Project #BN-20-A0. 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 & (2) temporary easements from **The Municipal Airport Authority of the City of Fargo** in association with Project #BN-20-A0 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,

Shawn G. Bullinger

Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy J. Morris
Jeremy Gorden

MEMORANDUM OF OFFER TO LANDOWNER
City of Fargo, Engineering Department

Project	County	Parcel(s)
BN-20-A0	Cass	1A, 1B & 1C
Landowner The Municipal Airport Authority of the City of Fargo		
Mailing Address PO Box 2845 Fargo, ND 58108		

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 $ 1,624.00 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	$ 1,624.00	
Improvements on Right of Way*	$	
Damages to Remainder	$	
Total Offer		$ 1,624.00

*Description of Damages to Remainder are as follows:

Shawn A Dobberstein, AAE
Owner Signature Executive Director
Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger
Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

CITY OF Fargo

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

Timothy J. Mahoney
MAYOR

SIGNATURE

DATE

PERMANENT EASEMENT
(Street and Utility)

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

A 36.00 foot wide perpetual easement, over, under and across that part of the Southeast Quarter of Section 24, Township 140 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota described as follows:

The West 36.00 feet of the East 86.00 feet of the North 135.00 feet of the South 535.00 feet of said Southeast Quarter.

Together with a 13.00 foot wide perpetual easement, over, under and across said Southeast Quarter, being the West 13.00 feet of the East 63.00 feet of the North 367.00 feet of the South 400.00 feet of said Southeast Quarter.

Said parcel contains 9,631 square feet, more or less, and is subject to existing easements of record.

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

(Signatures on the Following Page)

IN WITNESS WHEREOF, Grantor has set their hands and caused this instrument to be executed this 26th day of January, 2021.

GRANTOR:
THE MUNICIPAL AIRPORT AUTHORITY
OF THE CITY OF FARGO, NORTH DAKOTA

By: Tammy A. Linn
Tammy A. Linn, Chairman

By: Shawn A. Dobberstein, AAE
Shawn A. Dobberstein,
A.A.E., Executive Director

STATE OF North Dakota)
) ss.
COUNTY OF Cass)

On this 26th day of January, 2021, before me, a notary public in and for said county and state, personally appeared TAMMY A. LINN and SHAWN A. DOBBERSTEIN, to me known to be the Chairman and Executive Director, respectively, of THE MUNICIPAL AIRPORT AUTHORITY OF THE CITY OF FARGO, NORTH DAKOTA, that is described herein and acknowledged to me that they executed the within and foregoing instrument and acknowledged to me that such public body executed the same.

(SEAL)

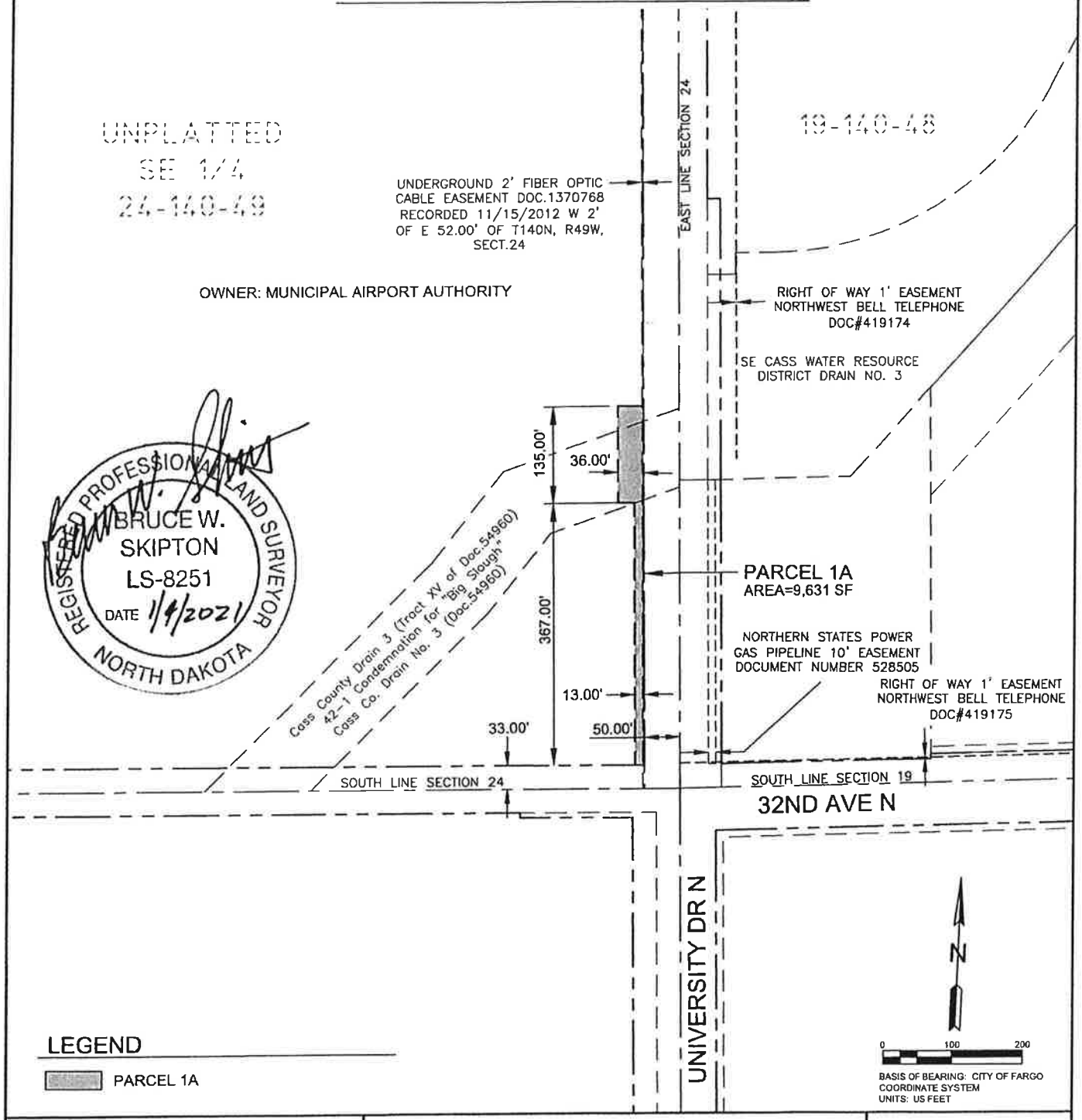
JOAN STADING
Notary Public
State of North Dakota
My Commission Expires May 10, 2022

Joan Stading
Notary Public
_____ County, _____

The legal description was prepared by:
Bruce W. Skipton, ND LS-8251
Apex Engineering Group
4733 Amber Valley Pkwy S
Fargo, ND 58104

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

EASEMENT EXHIBIT "A"



Apex Engineering Group

PERPETUAL EASEMENT
N UNIVERSITY DR RECONSTRUCTION
SE 1/4 SECTION 24, T140N, R49W
FARGO, NORTH DAKOTA

Apex Project #:	18.103.0107
Date:	10/24/2020
Drawn By:	Mike J
Checked By:	Boyd E
Approved By:	Bruce S

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EASEMENT EXHIBIT "A"

Parcel 1A
(Perpetual Easement)

A 36.00 foot wide perpetual easement, over, under and across that part of the Southeast Quarter of Section 24, Township 140 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota described as follows:

The West 36.00 feet of the East 86.00 feet of the North 135.00 feet of the South 535.00 feet of said Southeast Quarter.

Together with a 13.00 foot wide perpetual easement, over, under and across said Southeast Quarter, being the West 13.00 feet of the East 63.00 feet of the North 367.00 feet of the South 400.00 feet of said Southeast Quarter.

Said parcel contains 9,631 square feet, more or less, and is subject to existing easements of record.

REGISTERED PROFESSIONAL LAND SURVEYOR
BRUCE W. SKIPTON
LS-8251
DATE 1/4/2021
NORTH DAKOTA

CERTIFICATION

I, Bruce W. Skipton, hereby certify that I am a Licensed Land Surveyor in the State of North Dakota, that this survey was made by me or under my direction and supervision and that the survey is true and complete as shown.

Signed _____ Date 1/4/2021
Bruce W. Skipton
North Dakota Professional Land Surveyor
License Number LS-8251

Apex Engineering Group

PERPETUAL EASEMENT
N UNIVERSITY DR RECONSTRUCTION
SE 1/4 SECTION 24, T140N, R49W
FARGO, NORTH DAKOTA

Apex Project #:	18.103.0107
Date:	10/20/2020
Drawn By:	Mike J
Checked By:	Boyd E
Approved By:	Bruce S

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EASEMENT
(Temporary Construction Easement)

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

A 41.00 foot wide temporary construction easement, over, under and across that part of the Southeast Quarter of Section 24, Township 140 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota described as follows:

The West 41.00 feet of the East 91.00 feet of The North 165.00 feet of the South 700.00 feet of said Southeast Quarter.

Together with a 5.00 foot wide temporary construction easement, over, under and across said Southeast Quarter, being the West 5.00 feet of the East 91.00 feet of the North 135.00 feet of the South 535.00 feet of said Southeast Quarter.

Together with a 28.00 foot wide temporary construction easement, over, under and across said Southeast Quarter, being the West 28.00 feet of the East 91.00 feet of the North 367.00 feet of the South 400.00 feet of said Southeast Quarter.

Said parcel contains 17,716 square feet, more or less, and is subject to existing easements of record.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's

officers, contractors, agents and employees may at any and all times, when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

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

This easement shall terminate on May 31, 2022.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor has set their hands and caused this instrument to be executed this 26th day of January, 2021.

GRANTOR:
THE MUNICIPAL AIRPORT AUTHORITY
OF THE CITY OF FARGO, NORTH DAKOTA

By: _____
Tammy A. Linn, Chairman

By: Shawn A. Dobberstein, AAE
Shawn A. Dobberstein,
A.A.E., Executive Director

STATE OF North Dakota)
) ss.
COUNTY OF Cass)

On this 26th day of January, 2021, before me, a notary public in and for said county and state, personally appeared TAMMY A. LINN and SHAWN A. DOBBERSTEIN, to me known to be the Chairman and Executive Director, respectively, of THE MUNICIPAL AIRPORT AUTHORITY OF THE CITY OF FARGO, NORTH DAKOTA, that is described herein and acknowledged to me that they executed the within and foregoing instrument and acknowledged to me that such public body executed the same.

Joan Stading
Notary Public
_____ County, _____

(SEAL)

JOAN STADING
Notary Public
State of North Dakota
My Commission Expires May 10, 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 _____, 2021, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

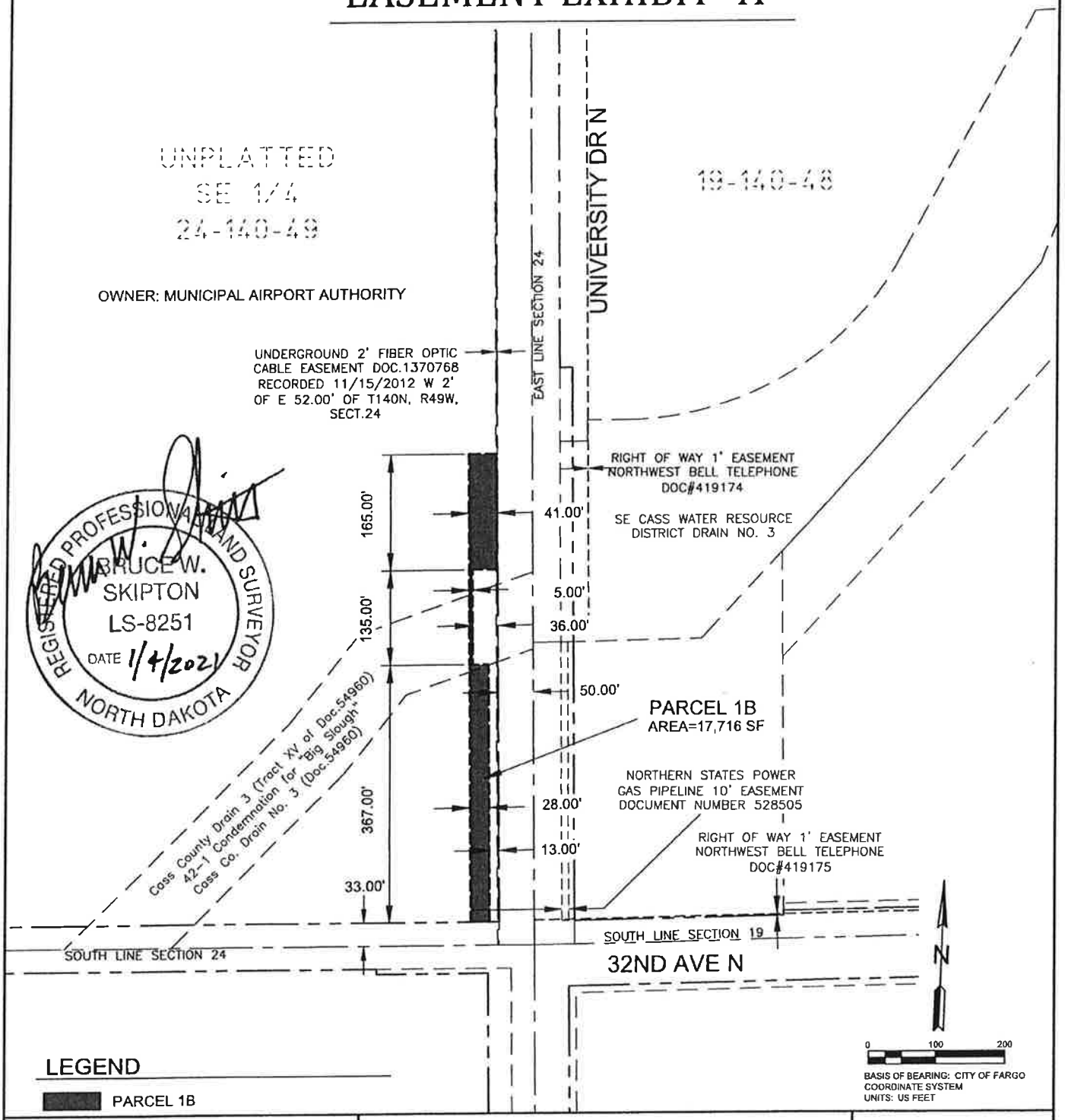
_____
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

The legal description was prepared by:
Bruce W. Skipton, ND LS-8251
Apex Engineering Group
4733 Amber Valley Pkwy S
Fargo, ND 58104

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

EASEMENT EXHIBIT "A"



REGISTERED PROFESSIONAL LAND SURVEYOR
BRUCE W. SKIPTON
LS-8251
DATE 1/4/2021
NORTH DAKOTA

Apex Engineering Group

TEMPORARY CONSTRUCTION EASEMENT
N UNIVERSITY DR RECONSTRUCTION
SE 1/4 SECTION 24, T140N, R49W
FARGO, NORTH DAKOTA

Apex Project #:	18.103.0107
Date:	10/24/2020
Drawn By:	Mike J
Checked By:	Boyd E
Approved By:	Bruce S

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EASEMENT EXHIBIT "A"

Parcel 1B
(Temporary Construction Easement)

A 41.00 foot wide temporary construction easement, over, under and across that part of the Southeast Quarter of Section 24, Township 140 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota described as follows:

The West 41.00 feet of the East 91.00 feet of The North 165.00 feet of the South 700.00 feet of said Southeast Quarter.

Together with a 5.00 foot wide temporary construction easement, over, under and across said Southeast Quarter, being the West 5.00 feet of the East 91.00 feet of the North 135.00 feet of the South 535.00 feet of said Southeast Quarter.

Together with a 28.00 foot wide temporary construction easement, over, under and across said Southeast Quarter, being the West 28.00 feet of the East 91.00 feet of the North 367.00 feet of the South 400.00 feet of said Southeast Quarter.

Said parcel contains 17,716 square feet, more or less, and is subject to existing easements of record.

REGISTERED PROFESSIONAL LAND SURVEYOR
BRUCE W. SKIPTON
LS-8251
DATE 1/4/2021
NORTH DAKOTA

CERTIFICATION

I, Bruce W. Skipton, hereby certify that I am a Licensed Land Surveyor in the State of North Dakota, that this survey was made by me or under my direction and supervision and that the survey is true and complete as shown.

Signed _____ Date 1/4/2021
Bruce W. Skipton
North Dakota Professional Land Surveyor
License Number LS-8251

Apex Engineering Group

TEMPORARY CONSTRUCTION EASEMENT
N UNIVERSITY DR RECONSTRUCTION
SE 1/4 SECTION 24, T140N, R49W
FARGO, NORTH DAKOTA

Apex Project #:	18.103.0107
Date:	10/24/2020
Drawn By:	Mike J
Checked By:	Boyd E
Approved By:	Bruce S

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EASEMENT
(Temporary Construction Easement)

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

> A temporary construction easement, over, under and across that part of the Northwest Quarter of Section 19, Township 140 North, Range 48 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, lying northwesterly of the following described line:
>
> Commencing at the northwest corner of said Northwest Quarter; thence North 88 degrees 13 minutes 37 seconds East along the north line of said Northwest Quarter for a distance of 220.01 feet; thence South 42 degrees 51 minutes 10 seconds West a distance of 105.38 feet to the south right of way line of 40th Avenue North and the point of beginning of the line to be described; thence continuing South 42 degrees 51 minutes 10 seconds West a distance of 133.47 feet to a point on the east right of way line of University Drive North and there terminating.
>
> Said parcel contains 4,512 square feet, more or less, and subject to existing easements of record.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times, when necessary or convenient

to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

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

This easement shall terminate on May 31, 2022.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor has set their hands and caused this instrument to be executed this 26th day of January, 2021.

GRANTOR:
THE MUNICIPAL AIRPORT AUTHORITY
OF THE CITY OF FARGO, NORTH DAKOTA

By: _____
Tammy A. Linn, Chairman

By: Shawn A. Dobberstein, AAE
Shawn A. Dobberstein,
A.A.E., Executive Director

STATE OF North Dakota)
) ss.
COUNTY OF Cass)

On this 26th day of January, 2021, before me, a notary public in and for said county and state, personally appeared TAMMY A. LINN and SHAWN A. DOBBERSTEIN, to me known to be the Chairman and Executive Director, respectively, of THE MUNICIPAL AIRPORT AUTHORITY OF THE CITY OF FARGO, NORTH DAKOTA, that is described herein and acknowledged to me that they executed the within and foregoing instrument and acknowledged to me that such public body executed the same.

Joan Stading
Notary Public
_____ County, _____

(SEAL)

JOAN STADING
Notary Public
State of North Dakota
My Commission Expires May 10, 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 _____, 2021, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

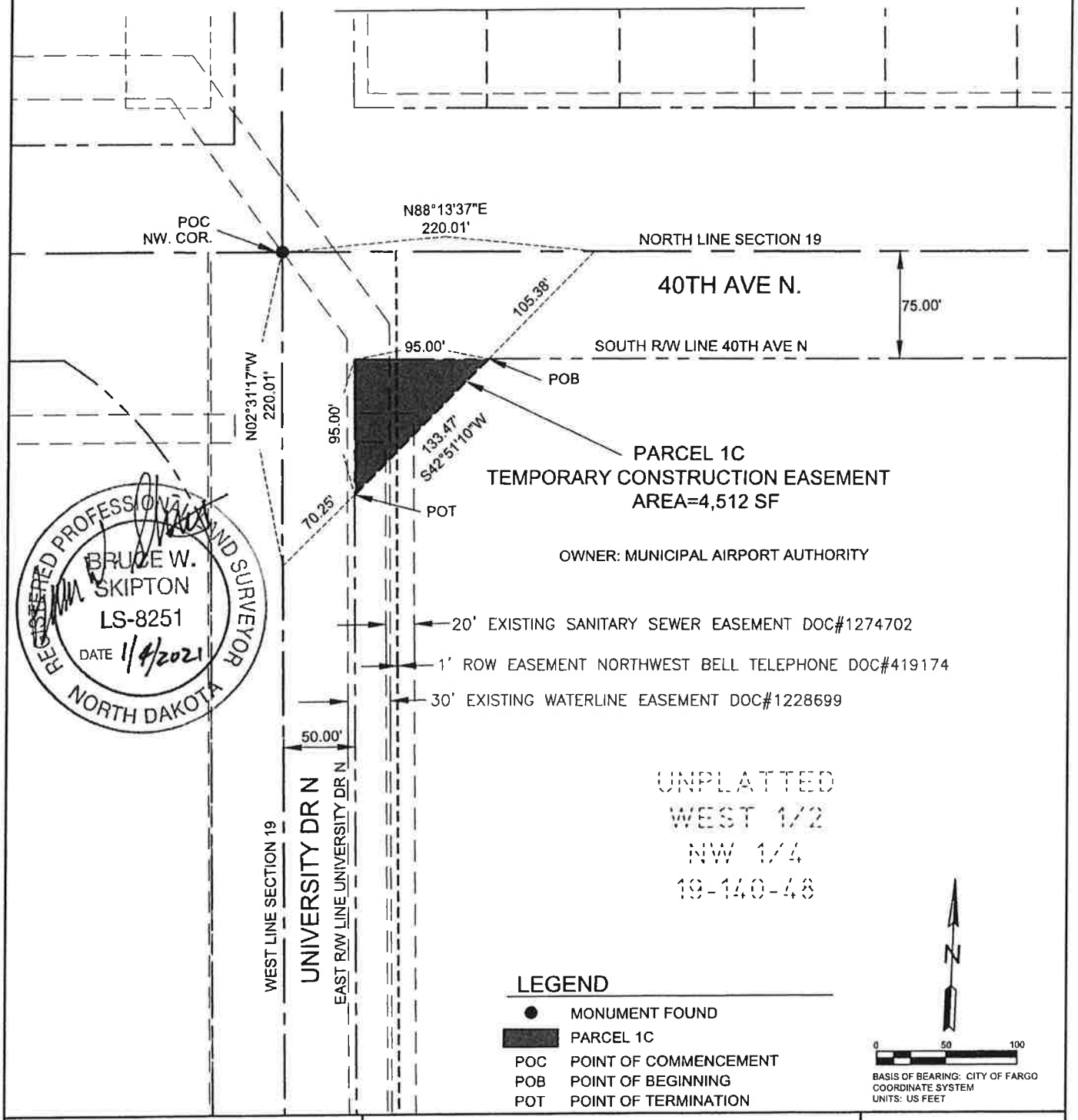
_____
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

The legal description was prepared by:
Bruce W. Skipton, ND LS-8251
Apex Engineering Group
4733 Amber Valley Pkwy S
Fargo, ND 58104

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

EASEMENT EXHIBIT "A"



REGISTERED PROFESSIONAL ENGINEER AND SURVEYOR
BRUCE W. SKIPTON
LS-8251
DATE 1/4/2021
NORTH DAKOTA

LEGEND

●	MONUMENT FOUND
▬	PARCEL 1C
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
POT	POINT OF TERMINATION

Apex Engineering Group

TEMPORARY CONSTRUCTION EASEMENT
N UNIVERSITY DR RECONSTRUCTION
NW 1/4 SECTION 19, T140N, R48W
FARGO, NORTH DAKOTA

Apex Project #:	18.103.0107
Date:	11/24/2020
Drawn By:	Aaron H
Checked By:	Boyd E
Approved By:	Bruce S

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EASEMENT EXHIBIT "A"

Parcel 1C
(Temporary Construction Easement)

A temporary construction easement, over, under and across that part of the Northwest Quarter of Section 19, Township 140 North, Range 48 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, lying northwesterly of the following described line:

Commencing at the northwest corner of said Northwest Quarter; thence North 88 degrees 13 minutes 37 seconds East along the north line of said Northwest Quarter for a distance of 220.01 feet; thence South 42 degrees 51 minutes 10 seconds West a distance of 105.38 feet to the south right of way line of 40th Avenue North and the point of beginning of the line to be described; thence continuing South 42 degrees 51 minutes 10 seconds West a distance of 133.47 feet to a point on the east right of way line of University Drive North and there terminating.

Said parcel contains 4,512 square feet, more or less, and subject to existing easements of record.

REGISTERED PROFESSIONAL SURVEYOR
BRUCE W. SKIPTON
LS-8251
DATE 1/4/2021
NORTH DAKOTA

CERTIFICATION

I, Bruce W. Skipton, hereby certify that I am a Licensed Land Surveyor in the State of North Dakota, that this survey was made by me or under my direction and supervision and that the survey is true and complete as shown.

Signed _____ Date 1/4/2021
Bruce W. Skipton
North Dakota Professional Land Surveyor
License Number LS-8251

Apex Engineering Group

TEMPORARY CONSTRUCTION EASEMENT
N UNIVERSITY DR RECONSTRUCTION
NW 1/4 SECTION 19, T140N, R48W
FARGO, NORTH DAKOTA

Apex Project #:	18.103.0107
Date:	11/24/2020
Drawn By:	Aaron H
Checked By:	Boyd E
Approved By:	Bruce S

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THE CITY OF Fargo FAR MORE

(8)

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

January 25, 2021

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

Re: Memorandum of Offer to Landowner
Permanent Easement (Levee) - Project #FM-19-A

Dear Commissioners:

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

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

Please return the signed originals.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy J. Morris

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project	County	Parcel(s)
FM-19-A	Cass	01-2365-00110-000

Landowner Kevin L & Cynthia R Odegaard

Mailing Address 914 41 Ave N Fargo, ND 58102

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

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of $ 7,923.00 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	$ 7,923.00	
Improvements on Right of Way*	$	
Damages to Remainder	$	
Total Offer		$ 7,923.00

*Description of Damages to Remainder are as follows:

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

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

Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

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

Timothy J. Mahoney
MAYOR

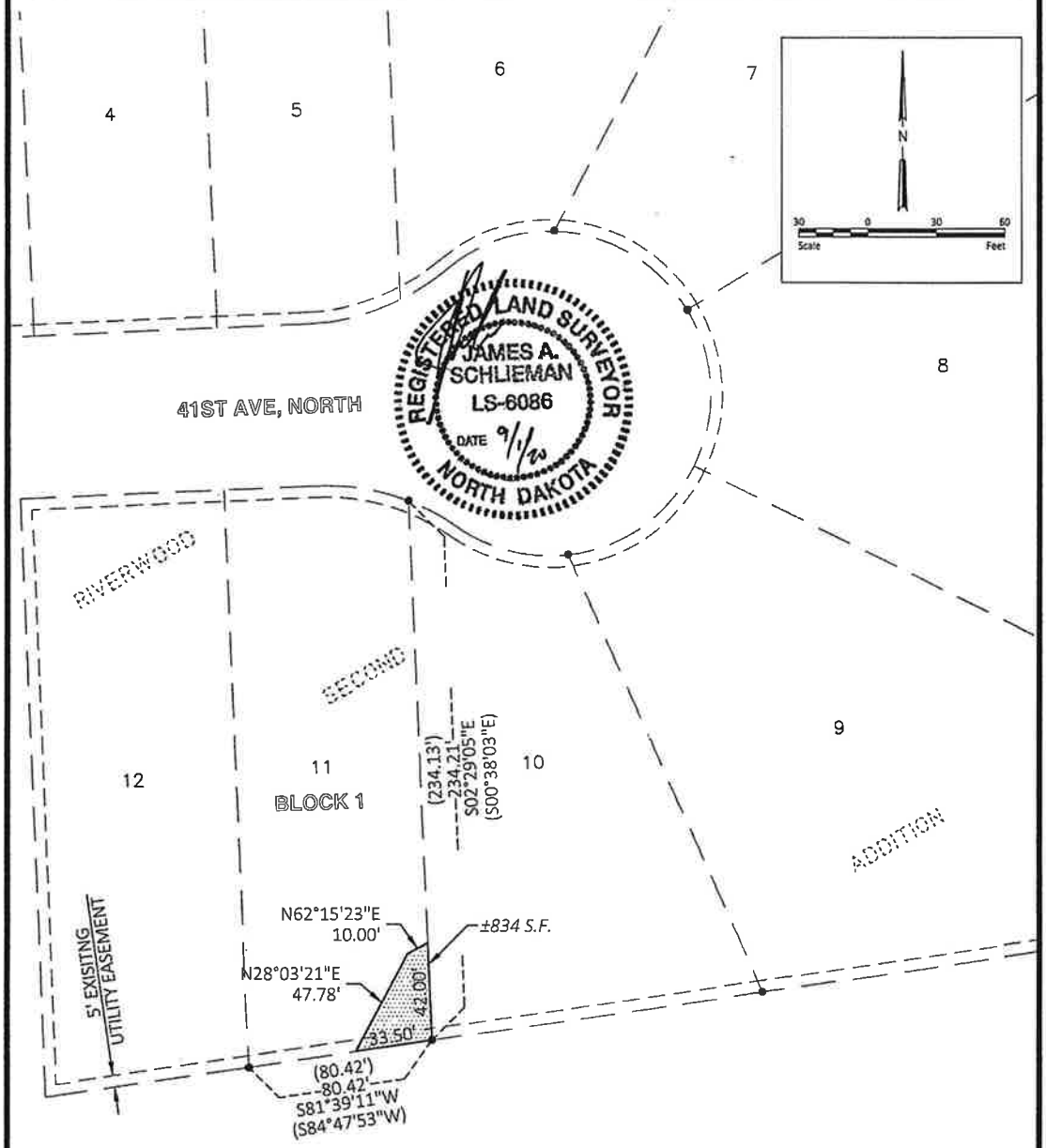
SIGNATURE

DATE

CITY OF Fargo

PART OF LOT 11, BLOCK 1
RIVERWOOD 2ND ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: KEVIN & CYNTHIA ODEGAARD



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

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

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

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

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9-1-20

PART OF LOT 11, BLOCK 1
RIVERWOOD 2ND ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: KEVIN & CYNTHIA ODEGAARD

Description - Permanent Easement:

That part of Lot 11, Block 1, Riverwood Second Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the southeast corner of said Lot 11; thence South 81°39'11" West, along the southerly line of said Lot 11, for a distance of 33.50 feet; thence North 28°03'21" East for a distance of 47.78 feet; thence North 62°15'23" East for a distance of 10.00 feet to a point of intersection with the easterly line of said Lot 11; thence South 02°29'05" East, along the easterly line of said Lot 11, for a distance of 42.00 feet to the point of beginning.

Said tract contains 834 square feet, more or less.

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

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

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

9-1-20

H:\JBN\6000\6059\6059_0161\CAD\Easements\6059-0161 Odegaard Easement Exhibit-Rev 9-1-20.dwg-Odegaard (2)-9/1/2020 4:53 PM-(mlove)

FARGODOME

9a

February 3, 2021

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

Commissioners:

The Fargo Dome Authority requests your approval of their selection of The Tap Guys as the contractor to perform the replacement of the draft beer system at FARGODOME.

Through an RFP process, three (3) proposals were submitted by vendors. The results are as summarized below:

Firm	Amount
The Tap Guys	$ 61,906.32
Red River Refrigeration	$ 67,363.37
Dakota Refrigeration	$ 70,423.50

Upon review of all submissions, it was determined that all vendors met the specifications required and price was within the range of expected parameters.

At their meeting on Tuesday, January 26, 2021, the Fargo Dome Authority voted to award this project to The Tap Guys. Funding for this project is budgeted within the FARGODOME Capital Expenditure Budget previously approved by both the Fargo Dome Authority and the Fargo City Commission.

Requested Motion: To approve the selection of The Tap Guys to perform the specified replacement of the draft beer system at FARGODOME for the amount of $61,906.32 as accepted by the Fargo Dome Authority, at their meeting on January 26, 2021.

This project will be completed in the coming months to be ready for the event season in the fall of this year.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik
General Manager, FARGODOME

1800 North University Drive Fargo, ND 58102
Phone: (701) 241-9100 Fax: (701) 237-0987 www.fargodome.com

FARGODOME

(96)

February 3, 2021

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

Commissioners:

The Fargo Dome Authority requests your approval of their selection of HB Sound & Light for the purchase of four (4) Robert Juliat Lancelot 4KW followspots (spotlights) for use at FARGODOME.

Although a competitive RFP process was used, the Fargo Dome Authority received only one response. This response was from HB Sound & Light in the amount of $ 139,814.64

Upon review of the submission, it was determined that the vendor met the specifications required and the price was within the range of expected parameters.

At their meeting on Tuesday, January 26, 2021, the Fargo Dome Authority voted to award this project to HB Sound & Light. Funding for this project is budgeted within the FARGODOME Capital Expenditure Budget previously approved by both the Fargo Dome Authority and the Fargo City Commission.

Requested Motion: To approve the selection of HB Sound & Light for the purchase of four (4) Robert Juliat Lancelot 4Kw followspots for use at FARGODOME in the amount of $139,814.64 as accepted by the Fargo Dome Authority, at their meeting on January 26, 2021.

This project will be completed in the coming months to be ready for the event season in the fall of this year.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik
General Manager, FARGODOME

1800 North University Drive Fargo, ND 58102
Phone: (701) 241-9100 Fax: (701) 237-0987 www.fargodome.com

FARGODOME

(90)

February 3, 2021

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

Commissioners:

The Fargo Dome Authority requests your approval of their selection of NLfx Professional as the contractor to perform the replacement of the headset communication systems for both sporting events and touring performances at FARGODOME.

Although a competitive RFP process was used, the Fargo Dome Authority received only one response. This response was from NLfx Professional in the amount of $ 81,601.36

Upon review of the submission, it was determined that the vendor met the specifications required and the price was within the range of expected parameters.

At their meeting on Tuesday, January 26, 2021, the Fargo Dome Authority voted to award this project to NLfx Professional. Funding for this project is budgeted within the FARGODOME Capital Expenditure Budget previously approved by both the Fargo Dome Authority and the Fargo City Commission.

Requested Motion: To approve the selection of NLfx Professional to perform the specified replacement of the headset communication systems for both sporting events and touring performances at FARGODOME for the amount of $81,601.36 as accepted by the Fargo Dome Authority, at their meeting on January 26, 2021.

This project will be completed in the coming months to be ready for the event season in the fall of this year.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik
General Manager, FARGODOME

1800 North University Drive Fargo, ND 58102
Phone: (701) 241-9100 Fax: (701) 237-0987 www.fargodome.com

THE CITY OF Fargo FAR MORE

(10)

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

TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE KAC

RE: STATE WATER COMMISSION COST REIMBURSEMENT APPROVAL

DATE: January 25, 2021

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

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

Suggested Motion:

Approve a State Water Commission request for cost reimbursement for Fargo-Moorhead Metropolitan Area Flood Risk Management Project costs totaling $12,927,737.07.

THE CITY OF Fargo FAR MORE

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

January 25, 2021

Garland Erbele, P.E.
North Dakota State Water Commission
900 East Boulevard Avenue, Dept 770
Bismarck, ND 58505-0850

Dear Garland,

The Metro Flood Diversion Authority is submitting eligible costs for reimbursement request #112 pursuant to the terms and conditions of House Bill 1020 for costs incurred from December 1, 2020 to December 31, 2020 on the Fargo-Moorhead Metropolitan Area Flood Risk Management Project. These costs are summarized in the attached cost summaries and are supported by detailed disbursement records included within this submission.

The total amount of the claim for reimbursement is $12,927,737.07.

State Funds Available	Amount Spent Previous Request	Amount Spent This Period	State Cost Share	Reimbursement Request This Period	Balance of State Funds
$ 244,000,000.00	$ 229,244,587.46	$ 2,801,614.09	100%	$ 2,801,614.09	
		16,933,990.17	50%	8,466,995.09	
		$ 19,735,604.26		$ 11,268,609.18	$ 3,486,803.36
$ 110,500,000.00	$ 46,148,895.27	$ 3,318,255.78	50%	$ 1,659,127.89	$ 62,691,976.84
$ 354,500,000.00	**$ 275,393,482.73**	**$ 23,053,860.04**		**$ 12,927,737.07**	**$ 66,178,780.21**

Project Narrative, this request:

Project Number	Project Description
V01201	Soil boring payments to landowners
V01701	Land purchases for homeowners living in various areas of the diversion project.
V01701	Residential relocation assistance for homeowners living in the project area. Also includes commercial relocation assistance for a business in the phase II channel area.
V01704	Right of entry for biotic and geomorphic services
V02825	Pay Application #15 for WP42E – 2nd St S and Main Ave Flood Mitigation
V03802	Pay Application #5 for WP50A – Property Structure Mitigation
V04201	Dust control for haul road
V05404	Pay application #6 for flood risk management project at Copperfield Court and Oakcreek
V05405	Pay applications #5 & #6 for flood risk management project in Belmont Park Area, phase 2 along with a televised sewer inspection.
V05407	Residential relocation assistance for the Riverwood Addition flood risk management project.
V05408	Residential relocation assistance for the Royal Oaks flood risk management project.
V05412	Pay applications #1 & #2 for house demolition and site restoration in the areas of Riverwood, Broadway North, Woodcrest, South Park & Burritts 1st Addn.
V05422	Pay Application #1 for Northside flood risk management project along with a utility relocation, easement purchase, and property purchase recording fees.

V05423	Bison Meadows levee & pond project – tree planting
V06001	Pay Application #3 for WP50 – Property Structure Mitigation – Phase B
V06301	Utility relocation for diversion channel
V06601	Pay Application #1 for WP43D.5 – OHB Ring Levee

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

Expense Type	Amount
Engineering Services	1,656,350.75
Construction Management	907,814.37
Legal Services	464,533.85
Crop Loss Program Development	101,316.88
Financial Advisor	83,073.95
Quality Testing	45,977.00
Consulting Services	34,500.00
Appraisal Services	19,195.65
Property Holding Costs	4,796.13
Legal Publications	697.20
Total Eligible Expense	**3,318,255.78**

We certify that $100,752,730 has been expended on the acquisition of homes and that these costs are eligible for the local matching share requirements of SB 2020. Records relating to these costs are on file with the City of Fargo in the Office of the City Auditor.

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

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

Sincerely,

Kent Costin

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

Required Local Approvals:

_____
City of Fargo

_____
Cass County Commission

_____
Cass County Joint Water Resource Dist.

FM Metropolitan Area Flood Risk Management Project
Summary of Cash Disbursements Eligible for SWC Funding
December 2020

Account Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Expense_Description	Project Number	Project_Description
790-0000-206.10-00	12/23/2020	308395	INDUSTRIAL BUILDERS INC	15,823.20	Retainage PO 211228	V06001	WP508-STRUCTURE REMOVALS
790-0000-206.10-00	12/31/2020	308672	SCHMIDT AND SONS CONSTRUCTION INC	10,137.69	Retainage PO 206091	V03802	PROPERTY STRUCTR MITIGATN
790-0000-206.10-00	12/3/2020	307878	KPH, INC	(51,921.19)	RING LEVEE	V06601	OHB RING LEVEE WP-43D5
			Total Retainage	(25,960.30)			
790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	250.00	CECILIA KVANDE LOE	V01201	Cass Joint Water ROE
790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	250.00	LEO & SHIRLEY RICHARD	V01201	Cass Joint Water ROE
790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	250.00	ROSELLA BELLEMARE	V01201	Cass Joint Water ROE
790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	250.00	JEFFREY DONAT TRUST	V01201	Cass Joint Water ROE
790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	1,000.00	VIVIAN BAILEY REVOCABLE	V01201	Cass Joint Water ROE
790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	500.00	CHERYL EVERT ETAL	V01201	Cass Joint Water ROE
790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	4,750.00	DAVID GERMANSON	V01201	Cass Joint Water ROE
790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	250.00	ROB & JENNIFER NEUTEBOOM	V01201	Cass Joint Water ROE
790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	250.00	RONALD & BRAUN KNUTSON	V01201	Cass Joint Water ROE
790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	1,250.00	ORTEN PERHUS	V01201	Cass Joint Water ROE
790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	1,750.00	LARRY BRANDT RLT RESIDUAR	V01201	Cass Joint Water ROE
790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	1,000.00	RAYMOND KVALVOG	V01201	Cass Joint Water ROE
790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	750.00	DAVID & EMILY RADEBAUGH	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	1,500.00	JEFFREY DONAT TRUST	V01704	ND LAND - BIOTIC GEO MORP
			Total LERRDS - North Dakota - Right of Entry Requests	14,000.00			
790-7950-429.34-76	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	401.40	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
			Total ND Construction - Televised Sewer Inspections	401.40			
790-7950-429.38-99	12/31/2020	308540	CASS COUNTY FINANCE	243.86	MISC EXPENSES	V04201	DUST/TRAFFIC CONTRL-INLET
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	60.00	SIMPLIFILE LC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	20.00	SIMPLIFILE LC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	20.00	SIMPLIFILE LC	V05422	FLOOD MIT - NORTH SIDE
			Total ND Construction - Other Services	343.86			
790-7930-429.67-11	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	9,369.20	TWO MEN AND A TRUCK	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	38,003.50	SCHIELE ENTERPRISES	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	4,993.00	BRADLEY JOHNSON	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	2,988.00	DAVID & LUANN BRAKKEN	V01701	ND LAND PURCH-OUT OF TOWN
790-7950-429.67-11	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	2,011.00	NELSON, BARRY	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.67-11	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	12,449.64	TWO MEN AND A TRUCK	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.67-11	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	5,554.15	BARNUM, PEGGY	V05408	FLOOD MIT-ROYAL OAKS AREA
			Total LERRDS - North Dakota - Residential Relocation Assistance	75,368.49			
790-7930-429.67-11	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	183,900.00	PRAIRIE SCALE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	570.00	MARTIN JOHNSON	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	525.00	PAMELA VERDI	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	670.00	JON GREENLEY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	500.00	GREG BAUMAN	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	800.00	DAVE WEBER	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	800.00	WILLIAM ZIEGLER	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	570.00	JORDAN WHITE	V01701	ND LAND PURCH-OUT OF TOWN
			Total LERRDS - North Dakota - Commercial Relocation Assistance	188,335.00			
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	688,000.00	Daniel Edwin Everist III Irrevocable Trust	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	34,800.00	Mickeal & Bonnie Fosse	V01701	ND LAND PURCH-OUT OF TOWN

FM Metropolitan Area Flood Risk Management Project
Summary of Cash Disbursements Eligible for SWC Funding
December 2020

Account Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Expense_Description	Project Number	Project_Description
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	750,000.00	Micheal Fosse	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	232,000.00	Jon & Julie Larson	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	440,600.00	David Germanson	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	6,830.00	Larry & Leone Roth	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	508,600.00	Nancy Loberg	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	1,074,200.00	David Houkom	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	1,130,500.00	Thunberg Living Trust	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	965,290.00	Bruce Cossette	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	1,587,744.87	JMD Legacy Investments, LLLP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	4,087.90	HAJ Johnson Farm Properties LLLP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	231,500.00	Larry A. Brandt Revocable Living Trust	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	134,500.00	Patsy G. Gust Living Trust	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	728,900.00	Derek Flaten	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	1,896,540.31	Kenneth Hatlestad	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	110,000.00	Michael & Cheryl Post	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	85,000.00	Jonathan & Tara Bultema	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	509,950.00	Bruce C. Thue Living Trust	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	37,038.00	Orten & Sandra Brodshaug Revocable Living Trusts	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	108,600.00	Martin & Vicki Johnson	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	322,466.00	Orten & Sandra Brodshaug Revocable Living Trusts	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	56,040.74	Cheryl Evert, Mary Nerby & Beverly Wolf	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	42,500.00	Julie A. Otis Revocable Trust	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	19,000.00	Martin George Kruse Jr. & Karen J. Kruse Living Trust	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	173,246.00	Doris Krogh & James Krogh	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	18,500.00	Paul & Carolyn Thoen	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	164,500.00	Orton Perhus	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	31,728.00	Brei Estates, LLLP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	24,709.98	Allen & Dawn Prichard	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	490,628.00	Doris Krogh, James Krogh, & Nancy Krogh	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	389,702.00	Doris Krogh & Nancy Krogh	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	423,000.00	Mary E Newman Revocable Trust	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	25,000.00	David Brakken	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	3,150,500.00	Glen Libbrecht, Marilyn Libbrecht & Arlene C Larson Living Trust	V01701	ND LAND PURCH-OUT OF TOWN
			Total LERRDS - North Dakota - Land Purchases	**16,596,201.80**			
790-7950-429.71-30	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	166,981.00	MUNICIPAL AIRPORT AUTHORI	V05422	FLOOD MIT - NORTH SIDE
			Total ND Construction - Land Purchases	**166,981.00**			
790-7930-429.73-20	12/23/2020	308395	INDUSTRIAL BUILDERS INC	3,080.00	PROPERTY STRUUCTIRE MITIG	V06001	WP50B-STRUCTURE REMOVALS
790-7930-429.73-20	12/31/2020	308672	SCHMIDT AND SONS CONSTRUCTION INC	59,328.20	PROPERTY STRUCTURE MITIGA	V03802	PROPERTY STRUCTR MITIGATN
				62,408.20			
790-7950-429.73-52	12/31/2020	308599	INDUSTRIAL BUILDERS INC	39,335.00	2 ST & MAIN FLOOD MITIGAT	V02825	2ND ST S FLOOD MITIGATION
790-7950-429.73-52	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	58,037.20	KEY CONTRACTING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
790-7950-429.73-52	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	219,360.93	INDUSTRIAL BUILDERS INC	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.73-52	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	445,697.06	INDUSTRIAL BUILDERS INC	V05405	LEVEE/FLOODWALL - BELMONT

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790-7950-429.73-52	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	944,947.62	KEY CONTRACTING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.73-52	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	2,640.00	KPH, INC	V05423	FLOOD MIT-BISON MEADOWS
790-7950-429.73-52	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	30,169.67	LINNCO, INC	V05412	DEMO - CITY WIDE
790-7950-429.73-52	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	49,529.64	LINNCO, INC	V05412	DEMO - CITY WIDE
			Total ND Construction - Flood Control	1,789,717.12			
790-7952-429.73-52	12/3/2020	307878	KPH, INC	681,402.00	RING LEVEE	V06601	OHB RING LEVEE WP-43D5
				681,402.00			
790-7950-429.73-70	12/17/2020	308245	NUSTAR PIPELINE OPERATING PTR, L.P.	131,650.88	PIPELINE RELOCATION	V06301	CHANNEL UTILITY RELOCATN
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	54,754.81	CENTURYLINK ASSET ACCOUNT	V05422	FLOOD MIT - NORTH SIDE
			Total ND Construction - Utilities	186,405.69			
790-7915-429.33-05	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	2,160.00	MOORE ENGINEERING, INC	V01201	Cass Joint Water ROE
790-7915-429.33-05	12/3/2020	307873	HOUSTON-MOORE GROUP LLC	1,888.00	HYDROLOGY & HYDRAULIC MOD	V01625	HYDROLOGY/HYDRAULIC MODEL
790-7915-429.33-05	12/3/2020	307838	AECOM TECHNICAL SERVICES, INC	14,024.88	CULTERAL RESOURCES INVEST	V01004	SEAI CULTURAL RES INVEST
790-7915-429.33-05	12/17/2020	308204	HOUSTON-MOORE GROUP LLC	1,416.00	DRAFT OPERATIONS PLAN	V01615	DRAFT OPERATIONS PLAN
790-7915-429.33-05	12/17/2020	308204	HOUSTON-MOORE GROUP LLC	6,009.40	PERMIT SUBMITTAL & PREP	V01616	PERMIT SUBMITTAL PREP
790-7915-429.33-05	12/17/2020	308204	HOUSTON-MOORE GROUP LLC	11,161.25	PERMIT COMPLIANCE MONITOR	V01631	PERMIT COMPLIANCE MONITOR
790-7915-429.33-05	12/23/2020	308393	HOUSTON-MOORE GROUP LLC	68,205.58	GRADE RAISE DESIGN	V01620	SEAI-I29 GRADE RAISE DSGN
790-7915-429.33-05	12/23/2020	308393	HOUSTON-MOORE GROUP LLC	6,635.50	TASK ORDER #22	V01622	MITIGATION SUPPORT SRVCS
790-7915-429.33-05	12/23/2020	308393	HOUSTON-MOORE GROUP LLC	8,598.00	HYDOLOGY/HYDRAULIC MODEL	V01625	HYDROLOGY/HYDRAULIC MODEL
790-7915-429.33-05	12/23/2020	308393	HOUSTON-MOORE GROUP LLC	118,299.67	TASK 26 WORK IN KIND	V01626	WORK-IN-KIND (WIK)
790-7915-429.33-05	12/23/2020	308320	AECOM TECHNICAL SERVICES, INC	5,940.50	CULTURAL RESOURCES INVEST	V01004	SEAI CULTURAL RES INVEST
790-7915-429.33-05	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	1,080.00	MOORE ENGINEERING, INC	V01201	Cass Joint Water ROE
790-7915-429.33-05	1/4/2021	JB13200004	CITY OF FARGO-AUDITORS OFFICE	48,800.70	ADVANCED ENGINEERING INC	V05901	SW INFRASTRUCTURE STUDY
790-7920-429.33-05	12/17/2020	308204	HOUSTON-MOORE GROUP LLC	67,958.80	PROJECT MANAGEMENT	V01601	HMG - PROJECT MANAGEMENT
790-7930-429.33-05	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	824.00	PROSOURCE TECHNOLOGIES LL	V01203	Cass Joint Water OHB
790-7930-429.33-05	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	3,128.00	ULTEIG ENGINEERS	V01201	Cass Joint Water ROE
790-7930-429.33-05	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	28,065.90	PROSOURCE TECHNOLOGIES LL	V01201	Cass Joint Water ROE
790-7930-429.33-05	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	23,621.02	HDR ENGINEERING INC	V01201	Cass Joint Water ROE
790-7930-429.33-05	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	69,840.09	SRF CONSULTING GROUP, INC	V01201	Cass Joint Water ROE
790-7930-429.33-05	12/3/2020	307873	HOUSTON-MOORE GROUP LLC	14,255.04	PROPERTY STRUCTURE MITIGA	V01630	PROPERTY STRUCTURE MITGTN
790-7930-429.33-05	12/17/2020	308127	ADVANCED ENGINEERING INC	236,389.84	10/17-11/6 DIVERSION PROJ	V00302	PROGRAM MGMT SERVICES
790-7930-429.33-05	12/23/2020	308393	HOUSTON-MOORE GROUP LLC	8,426.25	BOUNDARY SURVEYING	V01628	BOUNDARY SURVEYING SRVCS
790-7930-429.33-05	12/31/2020	308514	ADVANCED ENGINEERING INC	208,743.63	DIVERSION PROJECT	V00302	PROGRAM MGMT SERVICES
790-7930-429.33-05	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	3,072.50	ULTEIG ENGINEERS	V01201	Cass Joint Water ROE
790-7930-429.33-05	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	25,443.71	HDR ENGINEERING INC.	V01201	Cass Joint Water ROE
790-7950-429.33-05	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	335.00	MOORE ENGINEERING, INC.	V01206	CCJWRD-SE Cass Relocation
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	104.50	City of Fargo	V05404	LEVEE-OAKCREEK/COPPERFLD
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	6,708.25	HOUSTON ENGINEERING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	8,666.23	HOUSTON ENGINEERING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	4,412.25	HOUSTON ENGINEERING INC	V05415	FLOOD MIT-PRAIRIE ROSE
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	5,845.75	HOUSTON ENGINEERING INC	V05415	FLOOD MIT-PRAIRIE ROSE
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	26,218.53	HDR ENGINEERING INC	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	16,085.90	HDR ENGINEERING INC	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	9,458.84	HDR ENGINEERING INC	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	46,915.48	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	14,200.42	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	1,890.00	KLJ ENGINEERING, LLC	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	3,837.00	KLJ ENGINEERING, LLC	V05402	DEMO/LEVEE/WALL-ROSEWOOD
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	352.00	KLJ ENGINEERING, LLC	V05402	DEMO/LEVEE/WALL-ROSEWOOD

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790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	144,454.40	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	27,810.10	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	35,719.60	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	15,941.88	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	39,465.30	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	99,468.17	City of Fargo	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	264.00	City of Fargo	V05423	FLOOD MIT-BISON MEADOWS
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	12,011.96	HOUSTON ENGINEERING INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	697.75	HOUSTON ENGINEERING INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	201.10	City of Fargo	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	1,244.96	City of Fargo	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	21.44	SRF CONSULTING GROUP, INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	15.10	SRF CONSULTING GROUP, INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	1.80	SRF CONSULTING GROUP, INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	785.50	HOUSTON ENGINEERING INC	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	555.42	City of Fargo	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	13,615.54	HOUSTON ENGINEERING INC	V05409	FLOOD MIT-WOODCREST DRIVE
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	1,087.50	HOUSTON ENGINEERING INC	V05409	FLOOD MIT-WOODCREST DRIVE
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	8,594.01	HOUSTON ENGINEERING INC	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	54,222.39	HOUSTON ENGINEERING INC	V05411	FLOOD MIT-OAK GROVE AREA
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	1,045.00	HOUSTON ENGINEERING INC	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.33-05	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	8,389.40	City of Fargo	V05412	DEMO - CITY WIDE
790-7952-429.33-05	12/23/2020	308393	HOUSTON-MOORE GROUP LLC	48,888.86	SERVICES DURING CONST	V01623	CONSTRUCTN/BID SVCS WP43
790-7955-429.33-05	12/17/2020	308204	HOUSTON-MOORE GROUP LLC	8,432.16	SERVICES DURING CONST	V02806	CONSTRUCTION SVCS WP42
790-7990-429.33-05	12/17/2020	308204	HOUSTON-MOORE GROUP LLC	4,399.00	PROCUREMENT SUPPORT	V01621	P3 RFP PROCUREMENT SUPPRT
			Total Engineering Services	**1,656,350.75**			
790-7940-429.33-06	12/10/2020	307963	BRAUN INTERTEC CORP	11,514.25	MATERIAL TESTING	V00402	TESTING - WP-43 & WP-28A
790-7940-429.33-06	12/23/2020	308337	BRAUN INTERTEC CORP	31,525.00	TESTING SERVICES	V00402	TESTING - WP-43 & WP-28A
790-7940-429.33-06	12/31/2020	308534	BRAUN INTERTEC CORP	330.75	MATERIAL TESTING	V00402	TESTING - WP-43 & WP-28A
790-7950-429.33-06	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	938.50	BRAUN INTERTEC CORP	V05404	LEVEE-OAKCREEK/COPPERFLD
790-7950-429.33-06	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	959.50	BRAUN INTERTEC CORP	V05412	DEMO - CITY WIDE
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	88.00	BRAUN INTERTEC CORP	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	621.00	BRAUN INTERTEC CORP	V05413	FLOOD MIT-52ND AVE/UNV DR
			Total Quality Testing	**45,977.00**			
790-7910-429.33-25	12/23/2020	308366	ERIK R JOHNSON & ASSOCIATES	833.00	GENERAL LEGAL MATTERS	V00102	General & Admin. WIK
790-7910-429.33-25	1/4/2020	832	P CARD BMO	83,721.35	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	410.00	OHNSTAD TWICHELL, P.C	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	426.50	OHNSTAD TWICHELL, P.C	V01203	Cass Joint Water OHB
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	1,346.66	OHNSTAD TWICHELL, P.C	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	8,358.00	OHNSTAD TWICHELL, P.C	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	7,233.00	OHNSTAD TWICHELL, P.C	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	28,237.00	OHNSTAD TWICHELL, P.C	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	2,921.50	OHNSTAD TWICHELL, P.C	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	6,841.46	OHNSTAD TWICHELL, P.C	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	7,133.00	OHNSTAD TWICHELL, P.C	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	936.00	OHNSTAD TWICHELL, P.C	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	6,113.50	OHNSTAD TWICHELL, P.C	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	17,833.93	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	5,009.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	4,266.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE

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790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	5,925.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	1,224.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	316.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	355.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	79.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	397.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	1,699.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	5,372.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	948.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	2,094.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	2,489.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	948.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	1/4/2020	832	P CARD BMO	2,883.00	OHNSTAD TWICHELL PC	V00103	General & Admin. LERRDS
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	164.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	31,861.41	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	2,787.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	5,248.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	16,646.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	15,274.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	13,018.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	2,583.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	4,258.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	2,200.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	6,435.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	144.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	3,215.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	413.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	273.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	372.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	1,949.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	1,406.03	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	1,018.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	549.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	3,929.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	3,318.52	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	2,058.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	683.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	565.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	386.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7940-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	562.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7940-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	292.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7950-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	1,189.00	OHNSTAD TWICHELL, P.C.	V01205	CCJWRD-Sheyenne Rvr Mitgn
790-7950-429.33-25	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	6,155.00	OHNSTAD TWICHELL, P.C.	V01205	CCJWRD-Sheyenne Rvr Mitgn
790-7950-429.33-25	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	1,714.50	OHNSTAD TWICHELL, P.C.	V01206	CCJWRD-SE Cass Relocation
790-7950-429.33-25	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	2,856.00	ERIK R JOHNSON & ASSOCIAT	V01206	CCJWRD-SE Cass Relocation
790-7950-429.33-25	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	1,975.40	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	325.00	RED RIVER TITLE SERVICES	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	410.00	RED RIVER TITLE SERVICES	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	2,856.00	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	107.50	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	638.00	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	107.50	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS

FM Metropolitan Area Flood Risk Management Project
Summary of Cash Disbursements Eligible for SWC Funding
December 2020

Account Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Expense_Description	Project Number	Project_Description
790-7990-429.33-25	12/10/2020	307956	ASHURST LLP	86,355.45	LEGAL COUNSEL	V03001	P3 LEGAL COUNSEL-ASHURST
790-7990-429.33-25	1/4/2020	832	P CARD BMO	31,880.14	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
			Total Legal Services	**464,533.85**			
790-7950-429.33-32	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	1,280.27	SRF CONSULTING GROUP, INC	V05401	DEMOLITION/LEVEE-HARWOOD
790-7950-429.33-32	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	1,547.57	SRF CONSULTING GROUP, INC	V05401	DEMOLITION/LEVEE-HARWOOD
790-7950-429.33-32	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	2,082.73	SRF CONSULTING GROUP, INC	V05401	DEMOLITION/LEVEE-HARWOOD
790-7950-429.33-32	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	9,720.00	RM HOEFS & ASSOCIATES INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-32	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	1,309.83	SRF CONSULTING GROUP, INC	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-32	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	947.44	SRF CONSULTING GROUP, INC	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-32	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	2,307.81	SRF CONSULTING GROUP, INC	V05408	FLOOD MIT-ROYAL OAKS AREA
			Total Appraisal Services	**19,195.65**			
790-7990-429.33-47	12/23/2020	308449	PROGRAM ADVISOR SERVICES, LLC	34,500.00	PROGRAM CONSULTING	V05801	CONSULTING SERVICES
			Total Consulting Services	**34,500.00**			
790-7920-429.33-79	12/17/2020	308161	CH2M HILL ENGINEERS INC	517,346.81	PROGRAM MGMT & SERVICES	V00211	CH2M HILL-6/2019-12/2021
790-7920-429.33-79	12/17/2020	308161	CH2M HILL ENGINEERS INC	381,360.75	SUPPORT SERVICES	V00212	P3 PROCUREMENT SUPPORT
790-7930-429.33-79	12/17/2020	308161	CH2M HILL ENGINEERS INC	9,106.81	PROPERTY ACQUISITION MGMT	V00210	CH2M HILL-LAND ACQUISITON
			Total Construction Management	**907,814.37**			
790-7990-429.34-55	12/3/2020	307860	ERNST & YOUNG INFASTRUCTURE	63,867.70	FINANCIAL ADVISORY SERVIC	V03301	PPP FINANCL ADVISORY SVCS
790-7990-429.34-55	12/17/2020	308137	AON RISK SERVICES CENTRAL, INC	19,206.25	RISK ADVISORY SERVICES	V03201	PRE-AWARD P3 RISK ADVISOR
			Total Financial Advisor	**83,073.95**			
790-7950-429.54-10	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	361.05	THE FORUM	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.54-10	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	336.15	P CARD BMO	V05412	DEMO - CITY WIDE
			Total Legal Publications	**697.20**			
790-7930-429.41-05	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	34.70	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.41-05	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	34.70	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.41-05	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	34.70	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.52-10	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	70.21	MARSH & MCLENNAN AGENCY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.52-10	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	613.00	MARSH & MCLENNAN AGENCY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	67.71	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	12/3/2020	307852	CASS COUNTY JOINT WATER RESOURCE DI	42.40	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	21.04	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	49.14	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	126.73	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	12/31/2020	308547	CASS COUNTY JOINT WATER RESOURCE DI	77.70	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	122.48	CASS COUNTY ELECTRIC COOP	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	60.04	XCEL ENERGY	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	120.28	CASS COUNTY ELECTRIC COOP	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	59.75	XCEL ENERGY	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	112.96	CASS COUNTY ELECTRIC COOP	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	62.21	XCEL ENERGY	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	259.98	CASS COUNTY ELECTRIC COOP	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	519.56	XCEL ENERGY	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	578.18	XCEL ENERGY	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	262.99	XCEL ENERGY	V05409	FLOOD MIT-WOODCREST DRIVE
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	262.94	XCEL ENERGY	V05409	FLOOD MIT-WOODCREST DRIVE
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	301.06	XCEL ENERGY	V05409	FLOOD MIT-WOODCREST DRIVE

FM Metropolitan Area Flood Risk Management Project
Summary of Cash Disbursements Eligible for SWC Funding
December 2020

Account Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Expense_Description	Project Number	Project_Description
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	101.73	XCEL ENERGY	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	73.09	XCEL ENERGY	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	44.26	XCEL ENERGY	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	54.63	CASS COUNTY ELECTRIC COOP	V05412	DEMO - CITY WIDE
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	74.37	XCEL ENERGY	V05412	DEMO - CITY WIDE
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	48.86	CASS COUNTY ELECTRIC COOP	V05412	DEMO - CITY WIDE
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	74.92	XCEL ENERGY	V05412	DEMO - CITY WIDE
790-7950-429.38-99	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	46.83	CASS COUNTY ELECTRIC COOP	V05412	DEMO - CITY WIDE
790-7950-429.62-50	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	50.03	CASS COUNTY ELECTRIC COOP	V05412	DEMO - CITY WIDE
790-7950-429.62-50	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	30.60	FSI XCEL ENERGY PMTS	V05418	FLOOD ACQUISITIONS
790-7950-429.62-51	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	34.26	FSI XCEL ENERGY PMTS	V05418	FLOOD ACQUISITIONS
790-7950-429.62-51	1/5/2021	JB13200005	CITY OF FARGO-AUDITORS OFFICE	125.41	FSI XCEL ENERGY PMTS	V05418	FLOOD ACQUISITIONS
				142.68	FSI XCEL ENERGY PMTS	V05418	FLOOD ACQUISITIONS
			Total Property Holding Costs	**4,796.13**			
790-7930-429.52-70	12/10/2020	308113	WATTS AND ASSOCIATES, INC	70,599.68	CROP LOSS PROGRAM	V06901	CROP INSURANCE DEVELOPMNT
790-7930-429.52-70	12/23/2020	308500	WATTS AND ASSOCIATES, INC	30,717.20	DEVELOP CROP LOSS PROGRAM	V06901	CROP INSURANCE DEVELOPMNT
			Total Crop Loss Program Development Costs	**101,316.88**			
			Total Expense for Period	**23,053,860.04**			

CITY OF Fargo Fire Department

(11)

MEMORANDUM

TO: FARGO CITY COMMISSION

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: 02/4/2021

SUBJECT: ASSISTANCE TO FIREFIGHTERS GRANT APPLICATION

City of Fargo grant policy requires City Commission approval prior to application for all federal grants. Currently FEMA is accepting grant applications through the Assistance to Firefighters Grants (AFG).

The Self Contained Breathing Apparatus (SCBA) used by the fire department are 13 years old and will need to be replaced in the next two years. This will be a large capital expenditure for the FFD. FFD staff have evaluated SCBA's from three manufacturers. Staff recommends the purchase of SCBA's from MSA.

The FFD currently has 75 SCBA's, 150 bottles, and 120 masks that need to be replaced along with a bottle fill station. All are eligible purchases under the grant guidelines. The AFG requires a 10% local match. The cost breakdown is as follows:

SCBA's bottles, and masks		$650,295.00
Fill Station	-	$ 59,215.00
Total		$709,510.00

The local match for this grant is $70,951.00.

RECOMMENDATION: Authorize the Fire Department application for an Assistance to Firefighters Grant in the amount of $709,510.00 for SCBA's, associated equipment, and SCBA Fill Station.

637 NP AVENUE • FARGO, NORTH DAKOTA • 58102
PHONE: 701-241-1540 • FAX: 701-241-8125
Website http://ci.fargo.nd.us/fire

THE CITY OF Fargo FAR MORE

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

(12)

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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: FEBRUARY 1, 2021

RE: NOTICE OF GRANT AWARD FROM THE NORTH DAKOTA DEPARTMENT OF HEALTH FOR FAMILY PLANNING PHQ-2 AND PHQ-9 SCREENING G19.1223 CFDA NO. 93.994, $4,320

This is a request to approve the funds being received from the ND Department of Health to support the Family Planning's use of the screening tools of PHQ-2 and PHQ-9 for the diagnosing of depression and suicidal thoughts at Fargo Cass Public Health. The funding amount is $4,320.

2021 Revenue		
Depression Screening	**101-0000-331-12-61**	**$4,320**

If you have questions, please contact Desi Fleming at 241.1380.

Suggested Motion: Move to approve the grant from the North Dakota Department of Health and Human Service for continuing use of depression screening tools.

DF/lls
Enclosure

NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH

SFN 53771 (01-2020)

Grant Number G19.1223	CFDA Name Maternal and Child Health Services Block Grant to States		CFDA Number 93.994
FAIN Number B04MC33858	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 2/15/2021	Grant End Date 9/30/2021
Federal Award Date 10/25/2019	Federal Awarding Agency Department of Health and Human Services		

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

Title of Project/Program Family Planning PHQ-2 and PHQ-9 Screening	North Dakota Department of Health (NDDoH) Project Code 4551 HLH 3130 04
Grantee Name Fargo Cass Public Health	Project Director Mandy Slag
Address 1240 25th Street South	Address 600 East Boulevard Ave., Dept. 301
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck ND 58505-0200
Contact Name: Larry Anenson	Contact Name: Mandy Slag
Telephone Number: 701-241-8575	Telephone Number: 701-328-4537
Email Address: lanenson@cityoffargo.com	Email Address: mslag@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	$4,320	$0	$4,320
Previous Funds Awarded	$0	$0	$0
Total Funds Awarded	$4,320	$0	$4,320
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimus rate of 10%	☐ Negotiated/Approved rate of %

Scope of Service

Grantee will develop a local delegate agency policy to routinely screen Family Planning clients for depression and suicidal thoughts using the Patient Health Questionnaire (PHQ)-2 and if applicable, the PHQ-9. Grantee will be reimbursed for completed PHQ-2 and PHQ-9 depression screenings for Family Planning clients less than 24 years of age. Grantee will offer interventions on a tiered system from physician intervention, referral options for the patient to the National Suicide Prevention Lifeline, or referrals to a licensed social worker for additional assessment. Administering the PHQ-2 and PHQ-9 as well as follow-up and referral, must be documented in the client record and in the Ahlers system. Project will follow the North Dakota Family Planning Program's Policy and Procedure and Protocol manuals regarding depression screening.

Reporting Requirements

Expenditure report is due by the 15th of each month via the Program Reporting System (PRS). With each expenditure report, attach the Ahlers report which shows the number of completed PHQ-2 and PHQ-9 depression screenings for Family Planning clients less than 24 years of age reported for the month.

Expenditure report for the period ending June 30, 2021 must be received by July 15, 2021.

The final expenditure report for the period ending September 30, 2021 must be received by October 15, 2021.

Reimbursement will be processed upon Department approval of expenditures and Ahler reports.

Special Conditions

Grantee will be reimbursed for up to 480 completed PHQ-2 or PHQ-9 depression screenings at $9 per tests for Family Planning clients less than 24 years of age.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDoH as signed by Grantee for the period of July 1, 2019 to June 30, 2021 [Fiscal Services Use Only: ☒ Requirements Received; ☒ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 2/3/2021	Signature Desi Fleming	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Deanna Askew, Director, Division of Injury and Violence Prevention	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	

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

THE CITY OF Fargo FAR MORE

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

(13)

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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: FEBRUARY 1, 2021

RE: NOTICE OF GRANT AWARD AMENDMENT FROM THE NORTH DAKOTA DEPARTMENT OF HEALTH FOR COVID19 MITIGATION, TOTAL SUM OF $3,732,905, G19.745B

This is a request to approve an amendment to the North Dakota Department of Health grant award, G19.745, to mitigate the spread of COVID19. This amendment will add an additional $3,732,905 for 1/1/21 through 6/30/21. The majority of this funding will be accounted for in Fund 411.

This amended award needs to be spent prior to expending Grant Award G19.1073 that was approved on 11/2/20 for 2021. All COVID19 Temp/Seasonal staff have been moved from Fund 101 to Fund 411. We are requesting a reversal of the 11/2/20 budget adjustment with an amended adjustment as follows:

Reverse:

2021 Expense Temp/Seasonal	**101-6020-451-14-00**	**$(558,956)**
FICA	**101-6020-451-21-01**	**$ (34,655)**
Medicare	**101-6020-451-21-02**	**$ (8,105)**
2021 Revenue COVID19 LPH	**101-0000-331-12-60**	**$(601,716)**

Amended Budget Adjustment

2021 Revenue CARES Funding	**101-0000-331-12-91**	**$1,000,000**

If you have questions please contact Desi Fleming at 241.1380.

Suggested Motion: Move to approve the amendment for the grant award from North Dakota Department of Health

DF/lls
Enclosure

NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH

SFN 53771 (04-2019)

Grant Number G19.745B	CFDA Name N/A		CFDA Number 21.019
FAIN Number N/A	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 5/25/2020	Grant End Date 6/30/2021
Federal Award Date March 1, 2020	Federal Awarding Agency US Department of the Treasury		

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

Title of Project/Program COVID19 Funding for Local Public Health Units	North Dakota Department of Health (NDDoH) Project Code 1151 HLH0018-15
Grantee Name Fargo Cass Public Health	Project Director Brenda Weisz
Address 1240 25th Street South	Address 600 East Boulevard Ave. Dept. 301
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck ND, 58505
Contact Name Desi Fleming	Contact Name Brenda Weisz
Telephone Number 701-241-1360	Telephone Number 701-328-4542
Email Address dfleming@fargond.gov	Email Address bmweisz@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	$3,732,905	$0	$3,732,905
Previous Funds Awarded	$8,687,816	$0	$8,687,816
Total Funds Awarded	$12,420,721	$0	$12,420,721
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimus rate of 10%	☐ Negotiated/Approved rate of %

Scope of Service

This amendment provides additional funding to continue the original scope of service through June 30,2021. The funding in this amendment is allocated as follows: Fargo Cass Local Public Health - $611,003 and Red River Valley Task Force (RRVTF) - $3,121,902 for a total increase of $3,732,905. Total allocation is as follows: Fargo Cass Local Health - $3,055,015 and RRVTF - $9,365,706.

Reporting Requirements

Expenditure reports for the period June 30, 2021 must be received by July 15, 2021. All other reporting requirements of the original agreement remain the same.

Special Conditions

All special conditions of the original agreement remain the same.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDoH as signed by Grantee for the period of July 1, 2019 to June 30, 2021 [Accounting Use Only: ☒ Requirements Received; ☒ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 2/3/21	Signature Desi Fleming	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative	

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

THE CITY OF Fargo FAR MORE

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

(14)

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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: JANUARY 29, 2021

RE: MEMORANDUM OF UNDERSTANDING BETWEEN NORTH DAKOTA DEPARTMENT OF HEALTH AND FARGO CASS PUBLIC HEALTH FOR ENVIRONMENTAL HEALTH RESPONSIBILITIES

This is a request to approve the attached Memorandum of Understanding (MOU) between Fargo Cass Public Health and North Dakota Department of Health outlining the standards and responsibilities of the Environmental Division of Fargo Cass Public Health.

If you have questions, please contact Desi Fleming at 241.1380.

Suggested Motion: Move to approve the Memorandum of Understanding between North Dakota Department of Health and Fargo Cass Public Health.

DF/lls
Enclosure

MEMORANDUM OF UNDERSTANDING BETWEEN THE NORTH DAKOTA DEPARTMENT OF HEALTH AND FARGO CASS PUBLIC HEALTH

The North Dakota Department of Health, (hereinafter referred to as the "Department"), hereby enters into this Memorandum of Understanding (hereinafter referred to as the "Agreement"), with Fargo Cass Public Health, (hereinafter referred to as the "Health Unit") for the purpose of promoting sound public health practices in restaurants, limited restaurants, school kitchens, bar/taverns (with or without food), bakeries, retail meat markets, retail food stores, mobile/temporary foodservice establishments, assisted living facilities, lodging establishments, and tattoo/body art within the cities of Fargo and West Fargo, mobile home parks within the City of Fargo, and tanning facilities and childcare food service establishments throughout all of Cass County. Another purpose of this Agreement is to provide an efficient and meaningful administration of the inspection and educational programs without duplication of services.

In consideration of the mutual terms, covenants, conditions, and agreements contained herein, it is hereby agreed by and between the parties as follows:

1. **The Health Unit will**:
    a. Be responsible for the enforcement of all applicable local regulations, local ordinances, state statutes, and Department rules relevant to the establishments identified in subsection b.
    b. Make available a listing, yearly, of all establishments within the Health Unit's jurisdiction which will be routinely inspected by their personnel.
    c. Categorize all food establishments based on the Department's recommended four-tier risk level definitions or equivalent and conduct a risk-based inspection schedule at no fewer than the minimum inspection frequency (attached hereto as "Supplement A").
    d. Conduct timely inspections based on risk and at a frequency no less than state statutes of all establishments included in subsection f.
    e. Use an inspection form at least as comprehensive as the state inspection form.
    f. Adhere to the following standards by which such inspections will be conducted in accordance with any local regulation, the 2013 FDA Food Code, and the following under the North Dakota Administrative Code (N.D.A.C.) and the North Dakota Century Code (N.D.C.C.):
        i. N.D.A.C. Ch. 33-33-04.1 ("Food Code");
        ii. N.D.C.C. Ch. 23-09 ("Food and Lodging Establishments and Assisted Living Facilities");
        iii. N.D.C.C. Ch. 19-02.1 ("North Dakota Food, Drug, and Cosmetic Act");
        iv. N.D.A.C. Ch. 33-39-01 ("Lodging Establishment Sanitation Standards");
        v. N.D.C.C. § 23-01-35 ("Tattooing, body piercing, branding, subdermal implants, or scarification – Permit – Fee – Adoption of rules – Exemptions – Injury reports");
        vi. N.D.C.C. § 12.1-31-13 ("Tattooing, branding, subdermal implants, scarifying, and piercing – Minors");
        vii. N.D.A.C. Art. 33-41 ("Tattoo and Body Art");
        viii. N.D.C.C. Ch. 23-39 ("Tanning Facilities");
        ix. N.D.A.C. Art. 33-42 ("Tanning Facilities");
        x. N.D.C.C. Ch. 23-10 ("Mobile Home Parks, Trailer Parks, and Campgrounds");
        xi. N.D.A.C. Ch. 33-33-01 ("Mobile Home Park Rules"); and
        xii. N.D.A.C. § 33-33-02 ("Trailer Park and Campground Rules").
    g. Investigate all complaints and potential foodborne disease outbreaks within their jurisdiction and take appropriate action.
    h. Conduct plan reviews of all newly constructed, converted or extensively remodeled food service establishments, bars, or other food establishments within their jurisdiction.
    i. Be responsible for providing appropriate license applications and licenses to the owners/operators.
    j. Rotate inspectors periodically when feasible.
    k. Post on the Health Unit's website a link to the Department's website http://www.ndhealth.gov/FoodLodging/ to allow for 24-hour filing of consumer complaints.
    l. Provide periodic supervisory or management review of inspection reports.
    m. Attend regularly scheduled quarterly video conferences with the Department and provide updates on inspection work carried out under this Agreement.

n. Submit the following to the Division of Food and Lodging or allow access to electronic records management:
   i. Electronic reports or copies of requested inspection reports; and
   ii. Copies of public notices, license revocations and other regulatory action pertaining to closures or penalties levied for ordinance violations at the time of such actions.

2. **The Department will**:
   a. Waive the state license, all or a portion of the state license fee, and/or waive all or a portion of the state risk-based inspection requirement for any food establishment, licensed and inspected by the Health Unit, whose "primary function" is the retail sale or service direct to the end consumer. (Memo attached hereto as "Supplement C").
   b. Provide copies of applicable federal regulations, state statutes, and Department rules to the Health Unit.
   c. Provide assistance to the Health Unit in the investigation of foodborne disease outbreaks or the investigation and abatement of complaints.
   d. Conduct inspection activities, upon request, in cooperation with Health Unit staff.
   e. Provide monitoring and enforcement of the state's country of origin labeling law.
   f. Provide expertise in statute/rule/code interpretation, implementation and enforcement.
   g. Provide copies of FDA/USDA interpretations, memorandums, letters and any other pertinent information in a timely manner.
   h. Provide an FDA/PHS Certified Food Service Evaluation Officer who will perform quality assurance procedures including, but not limited to, training and standardization of the Health Unit's food inspection staff in accordance with Department policy (attached hereto as "Supplement B").
   i. Schedule quarterly video conferences to include but not limited to discussions on status of work carried out under this Agreement.
   j. Provide periodic review and oversight of work completed by the Health Unit under this Agreement.

3. **Terms**:
   a. Through this Agreement, a representative of the Department and a representative of the Health Unit shall meet periodically, at least every two years, to discuss problem areas, statute/rule interpretation and other items of mutual interest.
   b. Amendments. Any additions or modifications of the terms of this Agreement or the scope of work to be performed hereunder must be agreed to by both parties. Such changes shall be incorporated in written amendments to this Agreement.
   c. Termination. This Agreement may be cancelled or terminated by mutual consent, by default, or by conditions beyond the control of either party. The party desiring to terminate or cancel must give written notice of its intention 30 days prior to the date of cancellation, setting forth the reasons and conditions of said termination.
   d. No Forbearance. The failure or delay of any party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.
   e. Binding Effect. All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns.
   f. Governing Law. This Agreement has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in **Burleigh County**, North Dakota, and the parties waive any objection to venue or personal jurisdiction.
   g. Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties.
   h. Headings. Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.
   i. Effective Date. The effective date of this Agreement is the date of final signature by the undersigned entities.

FARGO CASS PUBLIC HEALTH

Desi Fleming
Director of Public Health

2/1/21
Date

TimothyJ. Mahoney
Mayor, City of Fargo

Date

NORTH DAKOTA DEPARTMENT OF HEALTH

Brenda Weisz
Chief Financial Officer

Date

Julie Wagendorf
Director, Division of Food and Lodging

Date

THE CITY OF Fargo FAR MORE

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

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TO: Board of City Commissioners

FROM: Jill Minette JM
Director of Human Resources

RE: City of Fargo Temporary Policy - Families First Coronavirus Response Act (FFCRA) Policy

DATE: February 4, 2021

The City of Fargo adopted the attached Families First Coronavirus Response Act (FFCRA) Policy in order to comply with the Families First Coronavirus Response Act that went into effect on April 1, 2020. The FFCRA expired on December 31, 2020 and guidance from the Department of Labor (DOL) followed.

Currently, the DOL is encouraging employers to continue to voluntarily pay qualifying leave under FFCRA through March 31, 2021. The Society for Human Resources Management (SHRM) is reporting the new administration's "American Rescue Plan" proposes the reinstatement of the expired paid sick and family leave benefits through September 30, 2021.

Based on the Department of Labor's recommendation and the potential for new federal legislation requiring paid leave, I am proposing we continue offering paid FFCRA leave for the near future until we know whether new legislation for paid leave passes. Additionally, the administrative work to stop offering FFCRA and then start offering the leave again in the near future if federally mandated would be extensive.

This recommendation also considers that once an employee exhausts their FFCRA entitlement, or does not qualify for FFCRA, we are currently paying the leave under the COF Emergency Paid Leave (EPL) Policy. EPL was adopted on April 1, 2020, discontinued on October 4, and then reinstated on November 16. If FFCRA leave was discontinued, the leave would be paid under EPL based on current policy until a decision is made to discontinue EPL.

On February 1, the Finance Committee reviewed and approved the voluntary continuation of FFCRA.

RECOMMENDED MOTION:

To approve the continuation of the City of Fargo temporary employment policy - Families First Coronavirus Response Act (FFCRA) Policy until March 31, 2021 or longer if required under future federal legislation.

City of Fargo

Temporary Employment Policy

Families First Coronavirus Response Act (FFCRA)

Effective: April 1, 2020 until repealed

In accordance with the Families First Coronavirus Response Act (FFCRA), the City of Fargo will grant eligible employees paid sick leave and expanded family and medical leave for qualifying reasons related to COVID-19.

The City of Fargo will pay all qualified leave under FFCRA at 100% of the employee's regular rate of pay. Although FFCRA allows for compensation at rates lower than 100% of pay under certain circumstances, as well as establishes daily maximums, the City has opted to pay employees at their regular rate of pay when leave is taken for qualifying reasons under FFCRA.

PAID LEAVE ENTITLEMENTS

Up to two weeks (80 hours, or a fire suppression or part-time employee's two-week equivalent) of paid sick leave as follows:

- 100% of the employee's regular rate of pay for qualifying reasons #1- #4 and 6 below; and
- 100% of the employee's regular rate of pay, up to 12 weeks of paid sick leave and expanded family and medical leave for qualifying reason #5 below. Fire suppression and part-time employees are eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

ELIGIBLE EMPLOYEES

City of Fargo employees are eligible for up to two weeks of paid sick leave for COVID-19 related reasons (see below). Employees who have been employed for at least 30 days prior to their leave request may be eligible for up to an additional 10 weeks of paid expanded family and medical leave for reason #5 below. This time counts towards the total 12-week entitlement under the Family and Medical Leave Act (FMLA).

The City intends to include all employees; however, the FFCRA allows public employers to exclude local health department employees and emergency responders, including but not limited to sworn police officers, fire fighters, emergency management personnel, public works personnel and persons with skills or training in operating specialized equipment or other skills needed to provide aid in a declared emergency, leave for these employees will be considered on a case-by-case basis. The City reserves the right to deny leave for public employees exempted under FFRCA if the leave creates a critical staffing shortage.

QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to telework, because the employee:

1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. has been advised by a heath care provider to self-quarantine related to COVID-19;
3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2)
5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or
6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services

Intermittent leave may be allowed while on paid sick leave and/or expanded family and medical leave only under certain circumstances and upon agreement between the employee and supervisor. When the reason for the employee's leave is due to reasons 1-4 and 6 above, the employee will only be allowed to take leave intermittently while they telework. This limit is imposed because if an employee physically reports to work, even intermittently, and they are sick or possibly sick with COVID-19 (reasons 1-3 or 6), or they are caring for an individual who is sick or possibly sick with COVID-19 (reasons 4 or 6), they could spread the virus to others. Employees are allowed to take intermittent leave for the purpose of caring for a child whose school or place of care is closed (or child care provider is unavailable) due to Covid-19 related reasons (reason 5 above).

FFCRA REQUEST AND DOCUMENTATION

Employees will be required to complete a FFCRA Request Form in order to be granted the leave. All information, along with the necessary documentation, must be provided as requested.

POLICY MODIFICATIONS

This policy is subject to future modification as additional guidance is released from the Department of Labor or at the direction of the City Commission in compliance with FFCRA.

THE CITY OF Fargo FAR MORE

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Fargo Inspections
City of Fargo
225 Fourth Street North
Fargo, ND 58102
701.241.1561
fax 701.476.6779

Memorandum

DATE: February 4, 2021

TO: Mayor Mahoney and Board of City Commissioners

FROM: Bruce Taralson, Inspections Director BT

SUBJECT: 2020 National Electrical Code Adoption

Mayor and Commissioners, the 2020 National Electrical Code (NEC) was recently adopted by the State of North Dakota as the current governing code; replacing the 2017 National Electrical Code. Our current ordinances reflect the 2017 National Electric Code (NEC) and it is recommended that this be changed to the 2020 National Electric Code for use within Fargo's jurisdiction in order to maintain consistency with the State of North Dakota.

Recommended Motion: Approve the adoption of the 2020 National Electrical Code and direct the City Attorney's office to update the Fargo Municipal Code, Section 23-0211, and Ordinance 5171 to reference the 2020 National Electrical Code.

CHAPTER 23 - ELECTRICAL CODE

ARTICLE 23-01 - LICENSING ELECTRICIANS

Note: Article 23-01 of chapter 23, Licensing Electricians, of the Revised Ordinances of 1965 was repealed by Ord. No. 2009 (1981).

ARTICLE 23-02 - INSPECTION

23-0201. - Supervisory powers of building official.

Inspection and tests of electrical installations shall be under the supervision of the building official. The building official shall be the inspections administrator of the inspections division of the planning department.

Source: 1952 Rev. Ord. 23-0201, 4103 (2001), 4130 (2001).

23-0202. - Duties of building official and inspectors—Issuance of permits—Records—Expenses.

It shall be the duty of the building official and inspectors to see that the provisions of this chapter are enforced. He shall, upon application, grant permits for the installation of electric wiring and shall make inspections of all new installations and re-inspection of all electrical installations as provided in this chapter. He shall keep records of all permits issued and inspections made and other official work performed under the provisions of this chapter.

All expense in connection with such activities shall be charged against the receipts of the department in the form of permits and licenses.

Source: 1952 Rev. Ord. 23-0202, 4103 (2001), 4130 (2001).

23-0203. - Permit Required.

A permit shall be required for all electrical work as defined in this chapter (whether done by the property owner or otherwise) except for minor repairs, and except as follows:

A. Work of public utilities engaged in the manufacture and distribution of electrical energy when such work pertains directly to the manufacture and distribution of electrical energy.

B. Work of public utilities engaged in telephone, telegraph, and radio communication service when said work pertains directly to such service.

Source: 1952 Rev. Ord. 23-0203, 4103 (2001), 4130 (2001), 4708 (2009).

23-0204. - Assistant inspectors.

The building official is empowered to employ, after receiving the approval of the board of city commissioners, an electrical inspector and any assistant inspectors and clerical assistants necessary for the proper conduct of his office and the inspection of electrical installations as

provided for in this chapter, the salary of such assistants to be determined by the board of city commissioners.

Source: 1952 Rev. Ord. 23-0204, 4103 (2001), 4130 (2001).

23-0205. - Powers of the building official and inspectors.

The building official and the electrical inspector and any assistant inspectors shall have the right during reasonable hours to enter any building in the discharge of their duties or for the purpose of making any inspection or test of the electrical installation or electrical equipment contained therein, and shall have the authority to cause the turning off of all electrical currents and to cut or disconnect in cases of emergency any wire where such electrical currents are dangerous to life or property, or where such wires may interfere with the work of the fire department.

The building official and the electrical inspector are hereby empowered to disconnect or order the discontinuance of electrical service to any electric wiring or equipment found to be defectively installed or otherwise not in conformity with the provisions of this chapter until such wiring, or equipment shall have been made safe as directed by him.

Source: 1952 Rev. Ord. 23-0205, 4103 (2001), 4130 (2001).

23-0206. - Building official and inspectors not to engage in electrical business.

It shall be unlawful for the building official, or the electrical inspector, or any of their assistants to engage in the business of the sale or installation of electric wiring or appliances and they shall have no financial interest in any concern engaged in such business in the city at any time while holding such offices.

Source: 1952 Rev. Ord. 23-0206, 4103 (2001), 4130 (2001).

23-0207. - Existing installation subject to inspection.

All existing electrical installations in the city of Fargo shall be subject to inspection if reported to be in hazardous condition by any master electrician of the city of Fargo, any member of the state electrical board, any member of the fire underwriters, any member of the fire insurance companies, any taxpayer of the city of Fargo, and if, in the opinion of the building official or electrical inspector, a hazard exists, the owner shall be so notified, with a request that the fault be corrected. It shall be left to the board of appeals to determine whether or not such correction be made compulsory.

Source: 1951 Rev. Ord. 23-0207, 4103 (2001), 4130 (2001).

23-0208. - Other installations subject to inspection.

Every electrical installation or addition to or alteration of any electrical installation hereinafter installed or made shall be subject to inspection and test as elsewhere provided in this chapter.

Source: 1952 Rev. Ord. 23-0208.

23-0209. - Inspection prior to completion when installations are to be concealed.

When any part of a wiring installation is to be hidden from view by the permanent placement of parts of the building, the person, firm, or corporation installing the work shall notify the building official or the electrical inspector, and such parts of the installation shall not be concealed until they have been inspected or until 24 hours (exclusive of Sundays and legal holidays) shall have elapsed from the time of such notice; providing, that on large installations, where the concealment of parts of the wiring proceeds continuously, the person, firm, or corporation installing the work shall give the electrical inspector due notice and inspections shall be made periodically during the progress of the work.

Source: 1952 Rev. Ord. 23-0209, 4103 (2001), 4130 (2001).

23-0210. - Notice to inspect—Certificate of approval, when issued.

Upon the completion of the electrical installation or part thereof which has been authorized by issuance of a permit, it shall be the duty of the person, firm, or corporation installing same to notify the building official or electrical inspector, who shall inspect the installation within 24 hours of the time such notice is given and if it is found to be fully in compliance with the provisions of this chapter, he shall issue to such person, firm, or corporation a final certificate of approval, authorizing connecting to the electric service, the turning on of the electric current, and the use of the installation; and he shall send written notice of such authorization to the power company furnishing the electric service. When a certificate is issued authorizing the connection and use of temporary work, such a certificate shall be issued to expire at a stated time and shall be revocable by the building official or electrical inspector at his discretion.

If, upon inspection, the installation is not found to be fully in compliance with this chapter, the building official or electrical inspector shall at once forward to the person, firm, or corporation installing the work a written notice stating the defects that have been found to exist.

Source: 1952 Rev. Ord. 23-0210, 4103 (2001). 4130 (2001).

23-0211. - Installations must conform to certain regulations before certificate issued.

No certificate of approval shall be issued for electric light, power, and heating installations unless such installations are in strict conformity with the provisions of this chapter, the statutes of the state of North Dakota, the North Dakota State Wiring Standards, Article 24.1-06 of the North Dakota Administrative Code, as amended herein, the ordinances, rules and regulations issued by the board of city commissioners of the city of Fargo, under authority of the state statutes, and unless they are in conformity with approved methods of construction for safety to life and property. The regulations as laid down in the ~~2017~~ 2020 edition of the National Electrical Code as currently adopted by the State of North Dakota, as approved by the American Standards Association and in the National Electrical Safety Code, as approved by the American Standards Association, and other installation and safety regulations approved by the American

Standards Association, together with the current standards as published by the National Fire Protection Association, shall be prima facie evidence of such approved methods.

Source: 1965 Rev. Ord. 23-0211, 1293 (1969), 1334 (1969), 1418 (1972), 1992 (1980), 2296 (1986), 4103 (2001), 4130 (2001), 4246 (2002), 4708 (2009), 4992 (2015), 5171 (2018).

23-0212. - Condemning work—Petition for review filed with board of appeals.

When the building official or the electrical inspector has condemned all or part of any electrical installation, the owner may, within five days after receiving written notice from the building official or electrical inspector, file a petition in writing for review of said action of the building official or electrical inspector with the board of appeals, upon receipt of which said board of appeals shall at once proceed to determine whether said electrical installation complies with this chapter and within three days shall make a decision with its findings.

Source: 1952 Rev. Ord. 23-0212, 4103 (2001), 4130 (2001).

23-0213. - Connection to installations—Certificate of approval required.

It shall be unlawful for any person, firm, or corporation to make connection from a source of electric energy to any electric wiring or equipment for the installation of which a permit is required until a certificate of approval has been issued by the building official or electrical inspector authorizing such connection and the use of such wiring or equipment.

It shall be unlawful for any person, firm, or corporation to make connection from a source of electrical energy to any wiring or equipment that has been disconnected or ordered to be disconnected by the building official or electrical inspector until a certificate of approval has been issued by him authorizing the reconnection and use of such wiring or equipment. The building official or electrical inspector shall seal, lock, and tag such installations so that any person asked to make such connection can readily see such tag.

Source: 1952 Rev. Ord. 23-0213, 4103 (2001), 4130 (2001).

23-0214. - Re-inspection.

The building official or electrical inspector is empowered to make a re-inspection of the installation of electric wiring and equipment installed within the city of Fargo and within the scope of this chapter at any time there is reason to believe that any changes or additions have been made to the existing installations or equipment or when there is reason to believe that an unsafe condition exists as a result of the continued use of any electrical wiring or equipment. When the installations of any such wiring or equipment is found not to comply with the requirements of this chapter, the owner of such wiring or equipment shall be notified in writing and shall make the necessary repairs or changes as required and shall have same completed in 15 days, or a longer period if so allowed by the building official or electrical inspector in the written notice.

The building official or electrical inspector is hereby empowered to disconnect or order the discontinuance of electric service to such wiring or equipment until such time as such wiring or equipment has been changed or repaired as required in the building official's or electrical inspector's notice.

Source: 1952 Rev. Ord. 23-0214, 4103 (2001), 4130 (2001).

23-0215. - Violations.

Every person, firm or corporation violating any of the provisions of this article shall, upon conviction thereof, be guilty of an infraction, and be punished by a fine not to exceed $500.00; the court to have the power to suspend said sentence and to revoke the suspension thereof.

Source: 4103 (2001), 4130 (2001).

ARTICLE 23-03 - FEES AND WIRING

Note: Article 23-03 of chapter 23 of the Revised Ordinances of 1965 (§§ 23-0301 to 23-0307) was repealed by Ord. No. 1418, § 2, 1972.

Section 23-0301 as amended by Ord. No. 1517, 1973 was repealed by Ord. No. 1531, 1973.

ARTICLE 23-04 - ELECTRIC SPACE HEATING

Note: Article 23-04 of chapter 23 of the Revised Ordinances of 1965 (§§ 23-0401 to 23-0412) was repealed by Ord. No. 1418, § 2, 1972.

ARTICLE 23-05 - LIABILITY FOR DAMAGE

23-0501. - Liability for damages.

This chapter shall not be construed to relieve from or lessen the responsibility or liability of any party owning, operating, controlling, or installing any electric wiring, electric devices, or electric equipment for damage to any person or property caused by any defect therein, nor shall the city of Fargo, the building official, the electrical inspector, or the assistant inspectors be held as assuming any such liability by reason of the inspection authorized herein or certificate of approval issued as herein provided.

Source: 1952 Rev. Ord. 23-0401 and 23-0413, 1105 (1961), 4103 (2001), 4131 (2001).

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. 5171

AN ORDINANCE AMENDING SECTION 23-0211
OF ARTICLE 23-02 OF CHAPTER 23 OF THE FARGO MUNICIPAL CODE
RELATING TO THE ELECTRICAL CODE

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; and,

WHEREAS, N.D.C.C. §43-09-21 authorizes cities to make wiring standards more stringent than those established by the state; and

NOW, THEREFORE,

Be It Ordained by the board of city commissioners of the city of Fargo:

Section 1. Amendment.

Section 23-0211 of Article 23-02 of Chapter 23 of the Fargo Municipal Code is hereby amended to read as follows:

23-0211. Installations must conform to certain regulations before certificate issued.--No certificate of approval shall be issued for electric light, power, and heating installations unless such installations are in strict conformity with the provisions of this chapter, the statutes of the state of North Dakota, the North Dakota State Wiring Standards, Article 24.1-06 of the North Dakota Administrative Code, as amended herein, the ordinances, rules and regulations issued by the board of city commissioners of the city of Fargo, under authority of the state statutes, and unless they are in conformity with approved methods of construction for safety to life and property. The regulations as laid down in the ~~2017~~ 2020 edition of the National Electrical Code as currently adopted by the State of North Dakota, as approved by the American Standards Association and in the National Electrical

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. 5171

Safety Code, as approved by the American Standards Association, and other installation and safety regulations approved by the American Standards Association, together with the current standards as published by the National Fire Protection Association, shall be prima facie evidence of such approved methods.

~~Subsection 8 of the North Dakota State Wiring Standard §24-02-01-07 is hereby amended to delete the "exception" so that said subsection 8 reads as follows:~~

~~Where arc-fault circuit interrupter (AFCI) protection is required in article 210.12, 2014 edition, National Electrical Code, branch/feeder AFCIs shall be permitted to be used to meet the requirements.~~

Section 2. Amendment.

With respect to the North Dakota State Wiring Standards, Article 24.1-06 of the North Dakota Administrative Code, as the same are adopted by reference, Subsection 10 of Section 24.1-06-02-10, is hereby amended to read:

10. Exception: ~~2017~~ 2020 edition, National Electrical Code, article 210.12(A): AFCI protection is ~~not~~ required for refrigeration appliances if one or more ~~a single~~ receptacles on a dedicated circuit ~~is~~ are installed.

Section 3. Effective Date.

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

/s/
Timothy J. Mahoney, Mayor

Attest:

/s/
Steven Sprague, City Auditor

First Reading:	10-8-18
Second Reading:	10-22-18
Final Passage:	10-22-18

THE CITY OF Fargo FAR MORE

CITY OF FARGO
POLICE DEPARTMENT

CHIEF DAVID B. ZIBOLSKI

105 25TH STREET NORTH • FARGO, ND 58102
Office: 701-241-1400 • Fax: 701-297-7789
www.fargopolice.com

17

February 3rd, 2021
Board of City Commissioners
City Hall
Fargo, ND 58102

RE: Furtherance of North Dakota Department of Emergency Services FY 2020 State Homeland Security Grant (CFDA #97.067 Project Code PDES11 – Fargo Police Department)

Dear commissioners:

The Fargo Police Department has been awarded a grant from the North Dakota Department of Emergency Services in the amount of $176,000.00. There is no requirement for the City of Fargo to match any of the grant funding provided.

The Fargo Police Department/RRV SWAT team has been awarded grant funding for the purchase of updated ballistic body armor. New ballistic body armor will sustain our existing regional team's core capabilities. Improved ballistic armor will support core capabilities of protection, response, prevention, mitigation and recovery to a terrorist attack by providing ballistic protection while tactical operators respond to critical incidents. Recovery and response efforts will be conducted more safely because of the ballistic body armor, which may result in the prevention of further attacks or harm to the regional community.

The Fargo Police Department is requesting to move forward with a public notice and request for proposals for the competitive purchase of new ballistic body armor.

Recommended Motion:
Allow the Fargo Police Department to publish a public notice requesting proposals for the purchase of new ballistic body armor for the Red River Valley SWAT team.

Please contact me if you have any questions regarding the grant funding or the police department's budget adjustment request.

Sincerely,

Chief Zibolski
Chief of Police

Cc: Kent Costin, Finance Director

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

(18)

January 29, 2021

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

RE: Contract Fueling with Fargo Park District

Commissioners:

In an effort to find additional cooperative savings between the City of Fargo and the Fargo Park District, the Director of Parks, Mr. David Bietz, and I have been discussing the possibility of the Park District using the city's fueling facilities to fuel their vehicles. On October 23, 2020, I received the attached formal request from Mr. Bietz indicating that they would like to proceed with using the city facilities for fueling all of their road-legal vehicles.

After reviewing Mr. Bietz's request with the city's Fleet Services Manager, Allan Erickson, we feel there would be little to no impact on city operations by allowing the Park District to use city facilities. Very similar agreements already exist with Fargo Public Schools, Fargo Housing Authority, and the US Marshals. In previous agreements, we have charged $.10 more per gallon above city cost to offset overhead. Even with the additional $.10 per gallon charge, the Park District will see considerable cost savings over market pump price.

The City Attorney's office has prepared the enclosed Memorandum of Understanding and on Monday, November 30, 2020, the Finance Committee reviewed and authorized staff to proceed with forwarding it on for commission authorization.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the execution of the enclosed Memorandum of Understanding between the Fargo Park District and the City of Fargo.

Respectfully submitted,

Benjamin Dow
Public Works Director

MEMORANDUM OF UNDERSTANDING
CITY OF FARGO AND FARGO PARK DISRTRICT

THIS AGREEMENT made and entered into effective the ____ day of _____, 2020, by and between the PARK DISTRICT of the CITY OF FARGO, whose address is 701 Main Avenue, Fargo, North Dakota 58103, hereinafter "Park District," and the CITY OF FARGO, a North Dakota municipal corporation, whose address is 225 4th Street North, Fargo, North Dakota 58102, hereinafter "City."

WHEREAS, North Dakota Century Code § 40-05.1-6 and Article 3 of Fargo's Home Rule Charter authorizes Fargo to enter into contracts; and

WHEREAS, North Dakota Century Code § 40-49-04 authorizes the Park District to enter into contracts; and

WHEREAS, City owns and operates Vehicle Fuel Stations ("VFS") located within the City; and

WHEREAS, the VFS are available to provide fuel for vehicles owned and operated by the City; and

WHEREAS, Park District wishes to secure permissions to use the City VFS for Park District owned and operated vehicles; and

WHEREAS, City is willing to allow the Park District to use the VFS to fuel Park District vehicles in accordance with certain terms and conditions.

NOW THEREFORE, in consideration of the mutual terms, covenants, conditions, and agreements contained herein, it is hereby agreed by and between the parties as follows:

1. Park District vehicles shall be permitted to use City VFS for the purpose of regular and customary fuel needs for the Park District fleet of vehicles in the following manner:

   a. Only employees of the Park District shall be permitted to fuel Park District vehicles at the City VFS (no personal vehicles allowed);

   b. A key fob will be provided, at cost of $7.00 per fob, for each Park District vehicle registered for such use, accompanied by a distinct and identifiable password that may be used at the VFS pump to engage the meter and pump;

   c. All Park District employees are responsible for compliance with the posted directions in the pump area, including proper entry of the employee specific password, turning the vehicle ignition off, monitoring the pump during operation, no smoking or other high risk activities in the pumping area, never leave the vehicle unattended during operation, and dispense fuel into approved vehicles or containers, as appropriate; and

   d. Compliance with all other laws, rules and regulations of governmental authorities having jurisdiction of the use of the VFS.

2. Park District understand and agrees that permission to use the City's VFS is subordinate to the City's use of the VFS. City will use its best efforts to accommodate Park District fuel needs, but City does not guarantee the availability of fuel. If at any time City determines its fuel needs exceed capacity to accommodate Park District fuel needs, City may, without prior notice, suspend the terms of this Agreement for so long as sufficient fuel is unavailable.

3. Park District agrees and understands that the price identified on the pump per gallon is the price due the City. City shall prepare a monthly billing report, identifying the employee fob and password, as well as the fuel usage, and shall invoice Park District monthly for such fuel usage. Payment is due within 30 days of invoice, subject to interest at a rate of 1 ½ % per month on all past due amounts.

4. Park District understands and agrees that it shall be responsible for any damages caused by its employees or vehicles for the use of the VFS permitted pursuant to this Agreement. Park District further understands and agrees that the VFS is under 24 hour video surveillance, and that such camera evidence may be used to establish the cause of any damage for which Park District may be responsible.

5. Term. The term of this Agreement will be 2 years. This Agreement will automatically renew for successive periods of 2 years. If either party intends to terminate this Agreement at any time, at least 30 days' Notice shall be given to the other party, except in the event of a fuel shortage. This Agreement is personal as to the Park District and may not be assigned or transferred without City written consent.

6. Release, Indemnity, Waiver and Hold Harmless. In consideration of the mutual promises of the parties and to the fullest extent permitted by law, each party assumes all risk of personal injury or death and property damage or loss from whatever causes arising while that party, its agents, employees or designees are engaged in the purposes stated in this MOU and each party releases the other party, its officers, employees, agents or designees relating to or arising out of that parties', agents, employees or designees conduct pursuant to this MOU, whether known or unknown, foreseen or unforeseen, liquidated, unliquidated, fixed, contingent, material or immaterial, disputed or undisputed, suspected or unsuspected, direct or indirect, at law or in equity, and each party understands and acknowledges the significance of such release and waiver and hereby assumes full responsibility for any injuries, damages or losses that it may incur as a result of its execution of this MOU. Park District agrees to indemnify and hold City harmless, to the extent permitted by law, for all claims arising for Park District use of the VFS.

7. Notice. Any notice or election required or permitted to be given or served by any party to this MOU upon any other will be deemed given or served in accordance with the provisions of this MOU if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid, and in any case properly addressed as follows:

If to Fargo:

City of Fargo
ATTN: Director of Public Works

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

If to the Park District:

Park District of the City of Fargo
ATTN: Finance Director
701 Main Avenue
Fargo, ND 58103

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any party may change its address for service of notice in the manner specified in this MOU.

8. Time is of the Essence. Time is of the essence of each provision of this entire MOU and of all the conditions thereof.

9. Entire Agreement. This MOU constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this MOU and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties. It does not negate the parties' rights, duties and obligations under prior agreements/easements related to the floodwall, storm sewer construction and operation, and maintenance of the floodwall and storm sewer.

10. Amendments. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.

11. No Forbearance. The failure or delay of any party to insist on the performance of any of the terms of this MOU, or the waiver of any breach of any of the terms of this MOU, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this MOU, or the right to enforce each and every term of this MOU.

12. Remedies. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties under and pursuant to this MOU.

13. Binding Effect. All covenants, agreements, warranties and provisions of this MOU will be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns.

14. Governing Law. This MOU has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this MOU will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

15. Rules of Construction. The parties acknowledge that they have had the opportunity to review this MOU, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this MOU.

16. Representation. The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this MOU, and agree they have not been influenced by any representations or statements made by any other parties.

17. Headings. Headings in this MOU are for convenience only and will not be used to interpret or construe its provisions.

DATED and effective the date and year first above written.

THE CITY OF FARGO, NORTH DAKOTA,
a municipal corporation

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

ATTEST:

_____
Steven Sprague, City Auditor

PARK DISTRICT of the City of Fargo

By: _____
Its: President

_____
_____, Secretary

CITY OF Fargo

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

(19)

February 8th, 2021

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

RE: AFB20132 Metro Transit Garage Lighting Project Award

Commissioners,

An advertisement for bids was issued by the Transit Department for the replacement of light fixtures at the Metro Transit Garage. This project replaces our current light fixtures with new LED fixtures that will reduce our energy costs by 25% or around $12,000 per year. The project was funded by grants through NDDOT and MNDOT with a local investment of $20,000.

Bids were opened on January 13th with the lowest bid coming from Superior Electric of Fargo, LLC. The bid from Superior Electric of Fargo, LLC met all the requirements and specifications of the AFB.

Attached is the bid tabulation.

Recommended Action: For AFB20132, award Superior Electric of Fargo, LLC for the Metro Transit Garage lighting replacement project. Instruct transit staff, with guidance from legal, to draft and execute a contract.

Respectively submitted,

Jordan Smith

Jordan Smith
Transit Fleet and Facilities Manager

BID TAB SUMMARY						Metro Transit Garage Lighting Replacement	
Bidder	License	Bid Bond	Addendum Acknowledgement	Debarment Certificate	Lobbying Certificate		Total
Superior Electric	x	x	x	x	x	**$**	**73,759.00**
Rickard Electric	x	x	x	x	x	$	94,850.00
Rick Electric	x	x		x	x	Bid not opened - missing addendum acknowledgement	
Lightspeed Electric						Bid not opened - missing all certification requirements	
Cost Estimate						$	100,000.00

THE CITY OF Fargo FAR MORE

REGIONAL WATER RECLAMATION FACILITY
3400 North Broadway
Fargo, ND 58102
Phone: 701.241.1454 | Fax: 701.241.8159
www.FargoND.gov

(20)

February 8, 2021

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

RE: Sole Source Procurement – Electric Pump Co.
Sanitary Sewer Lift Station #22-Wear Item Replacement

Dear Commissioners:

Attached you will find an invoice from the Electric Pump Co., New Prague, MN, for three new replacement volutes associated with sanitary lift station (LS) #22 (42nd St/3rd Ave. S). This lift station was built in the early 1990's and pumps a relatively large volume of wastewater along the West Side Interceptor (WSI).

The attached invoice delineates a unique/specific series of volutes that can be seamlessly installed into the pumps for this specific lift station. (The volute of a centrifugal pump is the casing that receives wastewater being pumped by the impellor). These volutes are specifically made for the pumps in LS #22, thus the pump bases, electrical and piping will not need to be altered. Features of "like or similar" volutes from other vendors may result in improper fit/alignment creating installation, performance and efficiency issues. Attached you will find an invoice from the Electric Pump Co., for three volutes with nickel alloy coating and freight (estimated at $2,000) for sanitary lift station #22. By replacing worn volutes will increase pumping efficiencies, reduce electrical consumption & the potential for sewer backup. These volutes are the original installed almost 30 years ago.

This purchase (approved by the Finance Committee) was not included in the 2021 Budget, but project WW2051 (Rate Fund 521-Lift Station Wear Items) has available unused dollars to fund this volute replacement.

Your consideration in this matter is greatly appreciated

Recommended Motion
Approve sole source procurement with Electric Pump Co. in the amount of $56,009.55 (plus freight) for the purchase and shipping of 3 volutes for Sanitary Lift Station #22.

Respectfully Submitted,

Jim Hausauer
Water Reclamation Utility Director

THE CITY OF Fargo FAR MORE

REGIONAL WATER RECLAMATION FACILITY
3400 North Broadway
Fargo, ND 58102
Phone: 701.241.1454 | Fax: 701.241.8159
www.FargoND.gov

Memorandum

February 1, 2021

To: **Finance Committee**

From: **Jim Hausauer, Water Reclamation Utility Director**

RE: **Sole Source Procurement – Electric Pump Co.**

Attached you will find an invoice from the Electric Pump Co., New Prague, MN, for three new replacement volutes associated with sanitary lift station (LS) #22 (42nd St/3rd Ave. S). This lift station was built in the early 1990's and pumps a relatively large volume of wastewater along the West Side Interceptor (WSI).

The attached invoice delineates a unique/specific series of volutes that can be seamlessly installed into the pumps for this specific lift station. (The volute of a centrifugal pump is the casing that receives wastewater being pumped by the impellor.) The specified volute is made for the pumps in LS #22, thus the pump bases, electrical and piping will not need to be altered. Features of "like or similar" volutes from other vendors may result in improper fit/alignment creating installation issues, performance and efficiency. Attached you will find an invoice from the Electric Pump Co., for three volutes with nickel alloy coating and freight (estimated at $2,000) for sanitary lift station #22. By replacing worn volutes will increase pumping efficiencies, reduce electrical consumption & the potential for sewer backup. These volutes are the original installed almost 30 years ago.

This purchase was not included in the 2021 Budget, but project WW2051 (Rate Fund 521-Lift Station Wear Items) has available unused dollars to fund this volute replacement.

Your consideration in this matter is appreciated.

Recommended Motion

Approve the Sole Source Procurement from Electric Pump Co. for volute replacement for three pumps @ sanitary LS #22 in the amount of $56,009.55 (with freight estimated @ $2,000)

QUOTATION

ELECTRIC PUMP

201 4th Ave SW
New Prague, MN 56071 USA

Telephone: (952)758-6600 / FAX (952)758-7778
Toll Free 1-800-536-5394

www.electricpump.com

QUOTE NUMBER: 0182255
QUOTE DATE: 1/19/2021
EXPIRE DATE: 2/26/2021

SALESPERSON: JEFF JANIKSELA
CUSTOMER NO: 0012440
QUOTED BY: MKH
LS#22 CT3300 VOLUTES

QUOTED TO:
CITY OF FARGO WASTEWATER
3400 NORTH BROADWAY
FARGO, ND 58102

JOB LOCATION:
CITY OF FARGO
3400 NORTH BROADWAY
FARGO, ND 58102

CONFIRM TO:
WAYNE 701-730-0139

***** QUOTE ORDER - DO NOT PAY *****

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
LS #22 VOLUTES	BEST WAY		NET 30 DAYS

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
		RE: LS #22 CT3300 VOLUTES W/NICKEL COATING				
		WAYNE--THE VOLUTE SELL PRICE IS VALID THROUGH FEB 26TH, 2021. AFTER THAT DATE, FLYGT PRICING INCREASES BY 3.5% .				
0000003193005	EACH	3.00	0.00	0.00	16,645.00	49,935.00
		VOLUTE,MT 10" ANSI CI				
*DISCOUNT	EACH	3.00-	0.00	0.00	1,165.15	3,495.45-
		DISCOUNT, PER JEFF JANIKSELA				
		ADDER FOR ELECTROLESS NICKEL COATING:				
*	EACH	3.00	0.00	0.00	3,190.00	9,570.00
		KANIGEN ELECTROLESS NICKEL ALLOY COAT VOLUTES. MASK ALL MACHINED SURFACES				
		FREIGHT IS ADDITIONAL. STANDARD OCEAN DELIVERY IS 7-8 WEEKS ARO.				
		PLEASE CONTACT US TO PROCEED WITH AN ORDER.				
		SINCERELY--MYRA HOFFMAN 952-758-6600 CC: JEFF JANIKSELA 612-867-6219				

All return goods must have written approval from Electric Pump, Inc. before returning. Credit will not be issued without written approval and if applicable there will be a Restock Fee.

Net Order:	56,009.55
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	56,009.55

ABOVE PRICING EFFECTIVE FOR 30 DAYS

CITY OF Fargo

Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Electric Pump Inc. New Prague MN 56071

Estimated Dollar Amount of Purchase:

$56,009.55 (+ freight ~$2,000)

Is this procurement funded by a federal grant?

No

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

The project/service is required to:

Attached you will find an invoice from the Electric Pump Co., New Prague, MN, for three new replacement volutes associated with sanitary lift station (LS) #22 (42nd St/3rd Ave. S). This lift station was built in the early 1990's and pumps a relatively large volume of wastewater along the West Side Interceptor (WSI). The invoice delineates a unique/specific series of volutes that can be seamlessly installed into the pumps for this specific lift station. (The volute of a centrifugal pump is the casing that receives wastewater being pumped by the impeller.) As the specified volute is made specifically for the pumps in LS #22, the pump bases, electrical and piping will not need to be altered. Features of "like or similar" volutes from other vendors may result in improper fit/alignment resulting in improper installation, performance and efficiency. Attached you will find an invoice from the Electric Pump Co., for three volutes with nickel alloy hardening and freight (estimated at $2,000) for sanitary lift station #22. By replacing worn volutes will increase pumping efficiencies, reduce electrical consumption and the potential for sewer backup. These volutes are the original installed almost 30 years ago.

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

This replacement volute is a unique series that can be seamlessly installed into the pumps for this specific lift station. The attached volute is made specifically for the pumps in LS #22, thus the pump bases, electrical and piping will not need to be altered. Features of "like or similar" volutes from other vendors may result in improper fit/alignment resulting in improper installation, performance and efficiency. Attached you will find an invoice for three volutes with nickel alloy hardening and freight (estimated at $2,000) for sanitary lift station #22. By replacing worn volutes will increase pumping efficiencies, reduce electrical consumption & the potential for sewer backup.

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. **)

The attached invoice delineates a unique series of volutes that can be seamlessly installed into the pumps for lift station #22, thus the pump bases, electrical and piping will not need to be altered. Features of "like or similar" volutes from other vendors may result in improper fit/alignment resulting in installation issues, performance and efficiency.

****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)

The attached invoice delineates a unique/specific series of volutes that can be seamlessly installed to the pumps in LS #22, thus the pump bases, electrical and piping will not need to be altered. Features of "like or similar" volutes from other vendors may result in improper fit/alignment resulting in installation issues, performance and efficiency.

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

N/A

This purchase was not included in the 2021 Budget, but project WW2051 (Rate Fund 521-Lift Station Wear Items) has available unused dollars to fund this wear item/volute replacement.

Signature: Jim Hausauer Digitally signed by Jim Hausauer Date: 2021.01.26 08:51:55 -06'00'
(Requestor)

Printed Name: James Hausauer

Department: Water Reclamation Utility

Title: Water Reclamation Utility Director

Date: 1/27/2021

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.

JH **(Requestor initials)**

THE CITY OF
Fargo
FAR MORE

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

21

January 28, 2021

Honorable Board of City Commissioners
City of Fargo
225 4th Street North
Fargo, ND 58012

Subject: Permanent and Temporary Construction Easement

Dear Commissioners:

Water Utility Staff is engaged in the improvement of the water tower structure located adjacent to the property located at 1002 6th Ave N. The project (WA1910) requires the City of Fargo to acquire property in the form of a permanent utility easement and temporary construction easement in the attached documents. These easements will help facilitate construction of the new downtown water tower.

The permanent and temporary construction easement is attached.

Your consideration is greatly appreciated in this matter.

Sincerely,

Dan Portlock
Water Utility Engineer

SUGGESTED MOTION:
Approve the Permanent and Temporary Construction Easement.

THE CITY OF Fargo FAR MORE

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

November 30, 2020

Shaun E. Miller
1002 6th Ave N
Fargo, ND 58102

Dear Mr. Miller:

As you know, the City of Fargo, North Dakota, is engaged in the improvement of the water tower structure located adjacent to your property at 1002 6th Ave N. The project (WA1910) requires the City of Fargo to acquire property from you in the form of a permanent utility easement, and/or temporary construction easement, as identified in the enclosed easement(s).

Accompanying this letter is a Memorandum of Offer & the City of Fargo Minimum Payment Policy Waiver and Election form. The Memorandum of Offer is made pursuant to City of Fargo policy for determining Just Compensation. If you wish to accept the Just Compensation amount, please sign the Memorandum of Offer, mark your choice and sign the Fargo Minimum Payment Policy Waiver and Election form, and sign the easement document(s). Your signature on the easement document(s) must be notarized for recording purposes. The City of Fargo Engineering Department, located at 200 3rd Street North, has several notary publics in the office, if you wish to come to City Hall for signatures. Please feel free to contact me at sbullinger@cityoffargo.com or (701) 476-6796 if other arrangements are necessary.

If you do not wish to receive Just Compensation, you may donate the property, or agree to accept the City of Fargo Minimum Payment, as outlined in the attached policy. If you elect either of these options, please indicate your choice on the Fargo Minimum Payment Policy Waiver and Election form, sign this form and the easement document(s), and return them in the enclosed envelope.

Please do not hesitate to contact me with any questions or concerns.

Regards,

Shawn G. Bullinger

Shawn G. Bullinger
Land Acquisition Specialist

Enclosures

MINIMUM PAYMENT POLICY
WAIVER AND ELECTION FORM

Project No. WA1910

Owner(s) Shaun E. Miller

Legal Description: As found on Easement Document(s) provided.

A person whose real property is acquired may make a gift or donation of such property, or any part thereof, after being fully informed of the right to receive just compensation, or in appropriate circumstances an appraisal, for the acquisition of the property. A valuation has been completed and the Memorandum of Offer represents the value of the property interest being acquired.

An amount has been established which is believed to be just compensation. The Memorandum of Offer provides a written summary of the amount determined to be just compensation, and an offer to acquire the property interest for the full amount established.

On this form, you may elect to donate the property interest, receive the minimum payment, or receive the amount determined to be just compensation.

I/we, the undersigned, understand that we are entitled to receive just compensation for our property being acquired by the city of Fargo.

- ☐ I/we wish to donate the area, or a portion thereof, necessary for construction as shown on the easement map.
- ☐ I/we wish to receive the minimum payment described below:
  - ☐ Temporary construction easement only, minimum payment of $300.
  - ☐ Permanent easement only, minimum payment of $600.
  - ☐ Permanent easement & temporary easement, minimum payment of $900.
- ☒ I/we wish to receive just compensation as stated in the Memorandum of Offer.

Any changes in the existing plans adverse to my property will make this agreement null and void.

Shaun E. Miller
Owner Name

1/20/21
Date

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project	County	Parcel(s)
WA1910	Cass	01-2382-03317-000

Landowner Shuan E. Miller

Mailing Address 1002 6th Ave 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 $ 4,590.60 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	$ 4,590.60	
Improvements on Right of Way*	$	
Damages to Remainder	$	
Total Offer		$ 4,590.60

*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

CITY OF Fargo

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 **SHAUN E. MILLER**, whether one or more, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration ($1.00), to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of construction of a new water tower and activities appurtenant thereto, said land being more fully described, to-wit:

A 27.00 foot wide temporary construction easement over, under and across that part of Lot 6, Block 1, FARGO PARK DISTRICT NORTH MAINTENANCE ADDITION, according to the recorded plat thereof on file in the office of the County Recorder, Cass County, North Dakota, said easement is described as follows:

The Westerly 27.00 feet of said Lot 6.

Said temporary construction easement contains 3080 square feet of land, more or less, and is subject to existing easements of record as shown on "Exhibit A" attached hereto.

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

Grantor, its successors and assigns, further agrees that they will not disturb, injure, molest or in any manner interfere with said parcel to be used for storage 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 storage and all other construction activities during the construction phase of said project. Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage and all other construction activities was begun.

This easement shall terminate on September 30, 2023.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor has set their hands and caused this instrument to be executed this 20 day of Jan, 2020.

GRANTOR:

Shaun E. Miller

Shaun E. Miller

STATE OF N.D)
) ss.
COUNTY OF Cass)

On this 20 day of Jan, 2020, before me, a notary public in and for said county and state, personally appeared Shaun E. Miller, to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

NAOMI R. WADENA
Notary Public
State of North Dakota
My Commission Expires July 31, 2024

Naomi R. Wadena
Notary Public
_____ County, _____

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 _____, 2020, 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.

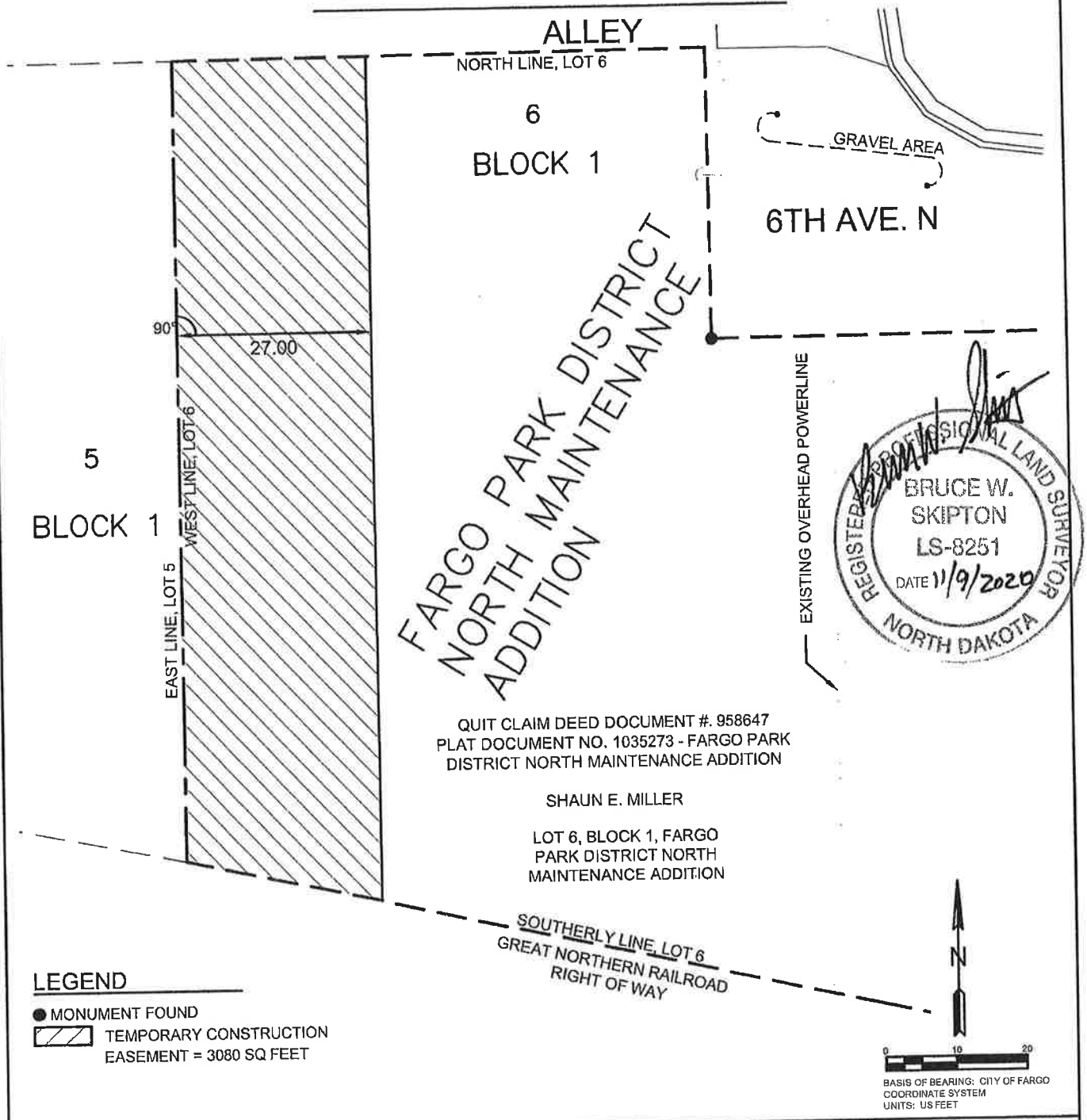
_____
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

The legal description was prepared by:
Bruce W. Skipton, LS-8251
North Dakota Professional Land Surveyor
Apex Engineering Group
4733 Amber Valley Parkway South
Fargo, North Dakota 58104

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

EASEMENT EXHIBIT "A"



LEGEND

- ● MONUMENT FOUND
- TEMPORARY CONSTRUCTION EASEMENT = 3080 SQ FEET

Apex Engineering Group

TEMPORARY CONSTRUCTION EASEMENT
FARGO PARK DISTRICT NORTH
MAINTENANCE ADDITION
LOT 6, BLOCK 1
FARGO,ND

Apex Project #:	20.351.0149
Date:	10/8/2020
Drawn By:	Alex K
Checked By:	Bruce S
Approved By:	Bruce S

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EASEMENT EXHIBIT "A"

DESCRIPTION
(Temporary Construction Easement)

A 27.00 foot wide temporary construction easement over, under and across that part of Lot 6, Block 1, FARGO PARK DISTRICT NORTH MAINTENANCE ADDITION, according to the recorded plat thereof on file in the office of the County Recorder, Cass County, North Dakota, said easement is described as follows:

The Westerly 27.00 feet of said Lot 6.

Said temporary construction easement contains 3080 square feet of land, more or less, and is subject to existing easements of record.

CERTIFICATION

I, Bruce W. Skipton, hereby certify that I am a Licensed Land Surveyor in the State of North Dakota, that this survey was made by me or under my direction and supervision and that the survey is true and complete as shown.

Signed Bruce W. Skipton Date 11/9/2020

Bruce W. Skipton
North Dakota Professional Land Surveyor
License Number LS-8251

REGISTERED PROFESSIONAL LAND SURVEYOR
BRUCE W. SKIPTON
LS-8251
DATE 11/9/2020
NORTH DAKOTA

Apex Engineering Group

PERPETUAL ELECTRICAL LINE EASEMENT
FARGO PARK DISTRICT NORTH
MAINTENANCE ADDITION
LOT 6, BLOCK 1
FARGO,ND

Apex Project #:	20.351.0149
Date:	10/8/2020
Drawn By:	Alex K
Checked By:	Bruce S
Approved By:	Bruce S

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PERMANENT EASEMENT
(Public Utility)

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

> A 5.00 foot wide perpetual easement for utility purposes over, under and across that part of Lot 6, Block 1, FARGO PARK DISTRICT NORTH MAINTENANCE ADDITION, according to the recorded plat thereof on file in the office of the County Recorder, Cass County, North Dakota, said easement is described as follows:
>
> The Southerly 5.00 feet of the Westerly 97.00 feet of said Lot 6. The northerly and easterly lines of said easement are to be parallel with the southerly and westerly lines of said Lot 6. The northerly line of said easement is to terminate on the westerly line of said Lot 6.
>
> Said easement contains 497 square feet of land, more or less, and is subject to existing easements of record as shown on "Exhibit A" attached hereto.

Grantor, their 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, their successors and assigns, further agrees that they will not disturb, injure, molest or in any manner interfere with said customary appurtenances including location of any and all

utilities, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the construction, operation, maintenance or repair of said public utilities or customary appurtenances, provided that such public utility provider, 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 public utility and customary appurtenances was begun.

IN WITNESS WHEREOF, Grantor has set their hands and caused this instrument to be executed this 20 day of Jan, 2020.

GRANTOR:
Shaun E. Miller

Shaun E. Miller

STATE OF N.D.)
) ss.
COUNTY OF Cass)

On this 20 day of Jan, 2020, before me, a notary public in and for said county and state, personally appeared Shaun E. Miller, to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

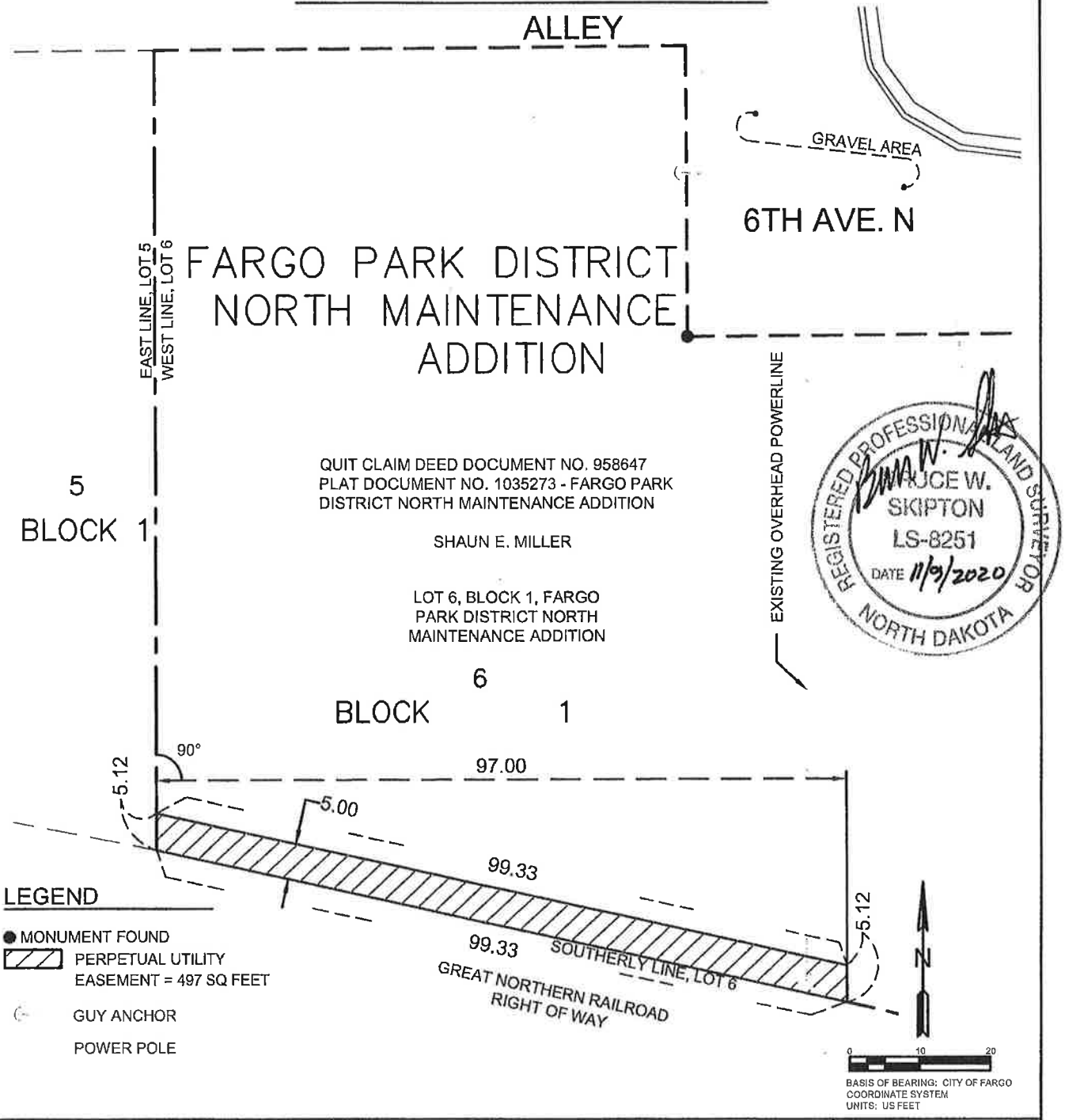
(SEAL) NAOMI R. WADENA
Notary Public
State of North Dakota
My Commission Expires July 31, 2024

Naomi R. Wadena
Notary Public
Cass County, _____

The legal description was prepared by:
Bruce W. Skipton, LS-8251
North Dakota Professional Land Surveyor
Apex Engineering Group
4733 Amber Valley Parkway South
Fargo, North Dakota 58104

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

EASEMENT EXHIBIT "A"



LEGEND

- ● MONUMENT FOUND
- PERPETUAL UTILITY EASEMENT = 497 SQ FEET
- GUY ANCHOR
- POWER POLE

Apex Engineering Group

PERPETUAL UTILITY EASEMENT
FARGO PARK DISTRICT NORTH
MAINTENANCE ADDITION
LOT 6, BLOCK 1
FARGO,ND

Apex Project #:	20.351.0149
Date:	10/8/2020
Drawn By:	Alex K
Checked By:	Bruce S
Approved By:	Bruce S

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EASEMENT EXHIBIT "A"

DESCRIPTION
(Utility Easement)

A 5.00 foot wide perpetual easement for utility purposes over, under and across that part of Lot 6, Block 1, FARGO PARK DISTRICT NORTH MAINTENANCE ADDITION, according to the recorded plat thereof on file in the office of the County Recorder, Cass County, North Dakota, said easement is described as follows:

The Southerly 5.00 feet of the Westerly 97.00 feet of said Lot 6. The northerly and easterly lines of said easement are to be parallel with the southerly and westerly lines of said Lot 6. The northerly line of said easement is to terminate on the westerly line of said Lot 6.

Said easement contains 497 square feet of land, more or less, and is subject to existing easements of record.

CERTIFICATION

I, Bruce W. Skipton, hereby certify that I am a Licensed Land Surveyor in the State of North Dakota, that this survey was made by me or under my direction and supervision and that the survey is true and complete as shown.

Signed Bruce W. Skipton Date 11/9/2020

Bruce W. Skipton
North Dakota Professional Land Surveyor
License Number LS-8251

REGISTERED PROFESSIONAL LAND SURVEYOR
BRUCE W. SKIPTON
LS-8251
DATE 11/9/2020
NORTH DAKOTA

Apex Engineering Group

PERPETUAL UTILITY EASEMENT
FARGO PARK DISTRICT NORTH
MAINTENANCE ADDITION
LOT 6, BLOCK 1
FARGO,ND

Apex Project #:	20.351.0149
Date:	10/8/2020
Drawn By:	Alex K
Checked By:	Bruce S
Approved By:	Bruce S

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REPORT OF ACTION

UTILITY COMMITTEE

22

Project No. WA2004

Type: Amendment #1: AE2S Task Order #33
3rd West Fargo Pump Station Design

Location: Ground Storage Reservoir Site (near 52nd Avenue South & Sheyenne River)

Date of Hearing: 2/4/2021

Routing	Date
City Commission	2/8/2021
Project File	

Troy Hall, Water Utility Director, presented the attached memo regarding an amendment to Task Order #33 with AE2S. This amendment is a reduction in scope and fee for engineering services related to the design of a 3rd pump station for West Fargo water service. If approved, the cost reduction is $45,650. The new contract cost will be $263,950, down from $309,000. Details of the scope reduction can be found in the attached memo.

MOTION:

On a motion by Ben Dow, seconded by Kent Costin, the Utility Committee voted to approve Amendment #1 to Task Order #33 with AE2S for a fee reduction of $45,650 for engineering services under Project WA2004.

COMMITTEE:	Present	Yes	No	Unanimous
				X
				Proxy
Anthony Gehrig, City Commissioner				
Kent Costin, Director of Finance	X			
Brian Ward, Water Plant Supt.				
Mark Miller, Wastewater Plant Supt.				
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester	X			
Terry Ludlum, Solid Waste Utility Director	X			
James Hausauer, Wastewater Util. Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			
Brenda Derrig, City Engineer	X			

ATTEST:

T. B. Hall

Troy B. Hall
Water Utility Director

C: Tim Mahoney, Mayor
Commissioner Strand
Commissioner Piepkorn
Commissioner Preston

THE CITY OF Fargo FAR MORE

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

MEMORANDUM
January 29, 2021

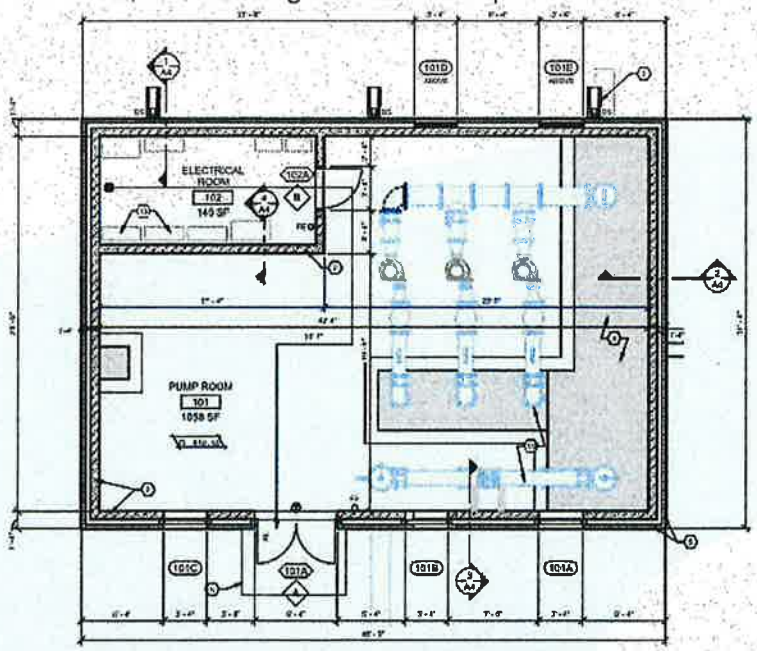
To: Utility Committee

From: Troy B. Hall, Water Utility Director TBH

Re: Amendment #1 to AE2S Task Order #33 – South Regional Water Connection 3rd West Fargo Pump Station Design

---

Attached, please find a proposed task order amendment with AE2S for engineering services related to the design and bidding of a 3rd West Fargo Booster Pumping Station. This is Project WA2012. The project has been bid, construction contract approved, and construction has started. The amendment is for a reduction in scope and fee for the design of the project. The task order cost reduction is $45,650. If approved, the contract will changes from $309,600 to $263,950. The 3rd West Fargo Pump Station designed is very similar to the other West Fargo Pump Stations, constructed in 2016. Task Order #33 assumed other pumping concepts for West Fargo. Though the 3rd West Fargo Pump Station is similar to the others, new drawings needed to be produced due to software changes.



Pump floor layout of the 3rd West Fargo Pumping Station.

SUGGESTED MOTION:

Approve Amendment No. 1 to Task Order #33 with AE2S for a fee reduction of $45,650.

Your consideration in this matter is greatly appreciated.

This is **Amendment No. 1 to Task Order No. 33**, consisting of 2 pages, referred to in and part of the **Task Order Agreement between Owner and Engineer for Professional Water Consulting Services** dated January 1, 2018.

Amendment To Water Consulting Task Order No. 33

In accordance with Exhibit K of the Agreement Between Owner and Engineer for Professional Water Consulting Services – Task Order Edition, dated January 1, 2018 ("Agreement"), Owner and Engineer agree to amend an existing Task Order as follows:

1. **Background Data:**

   a. Effective Date of Amendment: February 6, 2021

   b. Owner: City of Fargo (Water Utility)

   c. Engineer: Advanced Engineering and Environmental Services, LLC (AE2S)

   d. Engineer Project No.: P00803-2018-028

2. **Description of Modifications**

   a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:

   Remove the following alternatives from Task 02 of Phase 030 Preliminary Design Services from Scope of Services – Attachment 1 to Task Order No. 33:

   - *Adding additional pumps to the existing GSR and the construction of a new control station building on the GSR property*
   - *Utilizing the existing GSR pumps and constructing a new control station building on the GSR property.*

   Engineer shall not be required to complete work associated with evaluating the above defined alternatives, including associated Hydraulic Modeling in Task 03 and Technical Memorandum development.

   b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

   $263,950.00

3. Task Order Summary (Reference only)

a.	Original Task Order amount:	$309,600.00
b.	Net change for prior amendments:	$0.00
c.	This amendment amount:	-$45,650.00
d.	Adjusted Task Order amount:	$263,950.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect.

The Effective Date of this Amendment is February 6, 2021.

OWNER: City of Fargo (Water Utility)	ENGINEER: Advanced Engineering and Environmental Services, LLC (AE2S)
By: _____	By: _____
Name: Troy Hall	Name: Brian R. Bergantine, PE
Title: Water Utility Director	Title: Operations Manager

REPORT OF ACTION

UTILITY COMMITTEE

23

Project No. WA1862

Type: Amendment #1 to Apex Task Order #2
Ozone Improvements – Phase 1

Location: Water Treatment Plant (435 14th Avenue South)

Date of Hearing: 2/4/2021

Routing	Date
City Commission	2/8/2021
Project File	

Troy Hall, Water Utility Director, presented the attached memo regarding an amendment to Task Order #2 with Apex Engineering Group (Apex). This amendment is a reduction in scope and fee for engineering services related to ozone improvements in the 1997 Lime Softening Water Treatment Plant. If approved, the cost reduction is $30,335. The new contract cost will be $236,665, down from $267,000. Approval of this amendment will allow the Apex Task Order #2 and Project WA1862 to be closed out.

MOTION:

On a motion by Terry Ludlum, seconded by Brenda Derrig, the Utility Committee voted to approve Amendment #1 to Task Order #2 with Apex Engineering Group for a fee reduction of $30,335 for engineering services under Project WA1862.

COMMITTEE:	Present	Yes	No	Unanimous
				X
				Proxy
Anthony Gehrig, City Commissioner				
Kent Costin, Director of Finance	X			
Brian Ward, Water Plant Supt.				
Mark Miller, Wastewater Plant Supt.				
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester	X			
Terry Ludlum, Solid Waste Utility Director	X			
James Hausauer, Wastewater Util. Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			
Brenda Derrig, City Engineer	X			

ATTEST:

Troy B. Hall
Water Utility Director

C: Tim Mahoney, Mayor
Commissioner Strand
Commissioner Piepkorn
Commissioner Preston

THE CITY OF Fargo FAR MORE

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

MEMORANDUM
January 29, 2021

To: Utility Committee

From: Troy B. Hall, Water Utility Director TBH

Re: Amendment #1 to Apex Task Order #2 – Ozone Improvements

Attached, please find a proposed task order amendment with Apex Engineering Group for engineering services related to ozone improvements. This amendment is a reduction in scope and a fee reduction of $30,335. If approved, the contract will change from $267,000 to $236,665. The original task order encompassed a holistic investigation into the ozone system. Two (2) capital projects have been the result of this work:

- **Phase 1 (WA1862)**: Employee Safety Improvements and Replacement of Severely Corroded Ozone Contactor Piping – Completed in 2020.
- **Phase 2 (WA2055)**: Ozone Generation Improvements and Oxygen Supply Redundancy/Cost-Efficiency Improvements – Bidding likely in April 2021

Scope related to system optimization and other improvements are being removed from Apex Task Order #2, resulting in a fee reduction. WTP staff recommends completion of both Phase 1 and Phase 2, followed by operations data collection and operational observations. Optimization work may be revisited in late-2022 or 2023 after additional experience with improvements in Phase 1 and Phase 2.

SUGGESTED MOTION:

Approve Amendment No. 1 to Task Order #2 with AE2S for a fee reduction of $30,335.

Your consideration in this matter is greatly appreciated.

This is **EXHIBIT K**, consisting of _2_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated January 1, 2018.

Amendment No. 1 to Task Order No. 02 – Ozone Improvements

1. Background Data:

   a. Effective Date of Task Order Agreement: October 23, 2018

   b. Owner: City of Fargo – Water Division

   c. Engineer: Apex Engineering Group, Inc.

   d. Specific Project: Ozone Improvements

2. Description of Modifications

   a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:

   Since the original Task Order was executed, several changes have been made to the original scope. These changes have led to additional Task Orders to complete more detailed work that portions of were originally contained in the scope of Task Order No. 02 – Ozone Improvements. This Amendment will remove all remaining scope and work under this Task Order that has not yet been completed and invoiced.

   b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: *Compensation shall be reduced by $30,335.00*

3. Task Order Summary (Reference only)

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a. Original Task Order amount:	$ 267,000.00
b. Net change for prior amendments:	$ 0.00
c. This amendment amount:	$ -30,335.00
d. Adjusted Task Order amount:	$ 236,665.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is February 4, 2021.

OWNER:		ENGINEER:	
By:		By:	
Title:		Title:	Timothy J. Paustian, PE – Vice President
Date Signed:		Date Signed:	January 28, 2021

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REPORT OF ACTION

UTILITY COMMITTEE

24

Project No. WA2012

Type: AE2S Task Order #3 – Construction Services: 3rd West Fargo Pump Station

Location: Ground Storage Reservoir Site (near 52nd Avenue South & Sheyenne River)

Date of Hearing: 2/4/2021

Routing	Date
City Commission	2/10/2021
Project File	

Troy Hall, Water Utility Director, presented the attached memo regarding a proposed AE2S task order for construction services and other services for Project WA2012, 'South Regional Connection – Phase 2'. This is essentially construction of a pump station for a 3rd West Fargo water service connection. The task order is in the amount of $281,000. This project is eligible for State Water Commission 'Regionalization' grant funding, which needs to be used by June 30, 2021. The local portion of funding for the project will be through Infrastructure Sales Tax (Fund 450). More detail is provided in the attached documents, but the high level cost breakdown is as follows:

- Construct Phase Services $105,700
- Construction Phase Field Services $117,300
- Post-Construction Phase Services $29,800
- Instrumentation & Control (I&C) System Services $28,200

MOTION:

On a motion by Kent Costin, seconded by Jim Hausauer, the Utility Committee voted to approve the proposed Task Order #3 with AE2S in the amount of $281,000 for construction services and other services within Project WA2012.

COMMITTEE:	Present	Yes	No	Unanimous X Proxy
Anthony Gehrig, City Commissioner				
Kent Costin, Director of Finance	X			
Brian Ward, Water Plant Supt.				
Mark Miller, Wastewater Plant Supt.				
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester	X			
Terry Ludlum, Solid Waste Utility Director	X			
James Hausauer, Wastewater Util. Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			
Brenda Derrig, City Engineer	X			

ATTEST:

Troy B. Hall
Water Utility Director

C: Tim Mahoney, Mayor
Commissioner Strand
Commissioner Piepkorn
Commissioner Preston

THE CITY OF Fargo FAR MORE

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

MEMORANDUM
January 29, 2021

To: Utility Committee

From: Troy B. Hall, Water Utility Director TBH

Re: AE2S Task Order #3 – South Regional Water Connection – Phase 2 Construction Services

---

Introduction

Attached, please find a proposed task order with AE2S for engineering services related to construction phase services for a West Fargo Pump Station (3rd connection). This project is eligible for State Water Commission (SWC) cost-share funding at 60% for construction engineering. Currently, there is about $857,000 remaining under the SWC Regionalization grant. The project is in the 2021 budget and Water Utility 20-year Capital Improvement Plan (CIP).

Diagram shows pipe route for 3rd West Fargo water service connection with pumping originating at the Ground Storage Reservoir (GSR) pump station.

In the early design meetings for this project, it was decided to construct a pump station similar to the West Fargo pump stations constructed in 2016. This was in place of some other pumping

concepts. The new pump station is being constructed near the Ground Storage Reservoir (GSR). Some benefits of this approach include:

- Reserves pump slots in GSR pump station for future water service further south.
- West Fargo pump controls similar to other two pump stations to control West Fargo towers.
- Since other two (2) West Fargo pumps stations have performed well with minimal problems, the chances of the new pump station performing well increase.
- Lower design engineering costs.

Piping to the West Fargo water distribution system near 52nd Avenue was completed under two other separate projects and is now connected. The Water Utility has been approved for a time extension by the SWC to utilize the remaining balance of the 'Regionalization' cost-share grant. The current balance is just under $857,000 million. Water Utility personnel have a goal to use this remaining balance grant money by June 30, 2021.

Water Utility staff suggests that the following scope of service for Task Order #33 is important for successful design and bidding of these improvements:

Phase	Task Number and Task Name	Est. Hours	Amount
060	**Construction Phase Services**		
	01 Project Management	89	$ 15,900
	02 Construction Phase Basic Services	502	$ 89,800
061	**Construction Field Services Phase**		
	01 Construction RPR Services	724	$108,200
	02 Construction Surveying	55	$ 9,100
070	**Post-Construction Phase Services**		
	01 Project Post-Construction / Warranty	180	$ 29,800
050	**Bidding or Negotiating Phase Services**		
	01 Programming and Startup	180	$ 28,200
	Total	**1,730**	**$281,000**

Plan of Financing

Water Utility staff recommends this task order be paid with Fund 450 and is in the 2020 budget and 2021 proposed budget. This project is eligible for State Water Commission (SWC) cost-share funding. Currently, there is about $857,000 remaining under the SWC Regionalization grant. Construction and construction engineering are eligible for 60% cost-share under the SWC grant. Water use by regional customers increases revenue to the City of Fargo and will offset capital improvement costs.

SUGGESTED MOTION:

Approve Task Order #3 with AE2S in the amount of $281,000 for construction phase engineering services to build a 3rd West Fargo Pump Station.

Your consideration in this matter is greatly appreciated.

www.ae2s.com

January 28, 2021

Troy Hall
Water Utility Director
435 14th Ave S
Fargo, ND 58103

RE: Fargo South Regional Water Connection Improvements – Phase 2
Construction, Post-Construction, and I&C Phase Services
Task Order No. 3

Dear Mr. Hall:

Thank you for the opportunity to submit this letter proposal for professional engineering services for the Fargo South Regional Water Connection Improvements – Phase 2. This letter and the attached Task Order No. 3 provide the proposed scope of services for Construction, Post-Construction, and I&C Phase Services. The proposed fee for these services, expenses, and reimbursables is $281,000.

As the City of West Fargo continues to grow to the south of I-94, additional water infrastructure is needed for the Fargo Water Utility to serve this expanded growth within the City. Phase 2 of the South Regional Water Connection Improvements consists of installing the third West Fargo booster pump station and associated pipeline to connect to West Fargo's distribution system. The services within in this Task Order include construction, post-construction, and I&C phase services for Phase 2 of the Project.

If you agree with the proposed scope of services and associated professional fees presented in the attached Task Order No. 3, please sign both copies in the spaces provided, retain one fully-executed copy for your records, and return the other fully-executed copy to AE2S. We are excited to assist the City of Fargo in completing this important project.

Submitted in Service,

Richard Wagner, PE
Project Manager

This is Water Consulting Task Order No. __3__, consisting of __4__ pages.

Water Consulting Task Order No. 3

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

1. **Background Data**

   A. Effective Task Order Date: January 28, 2021

   B. Owner: City of Fargo (Water Utility)

   C. Engineer: (AE2S) Advanced Engineering and Environmental Services, LLC

   D. Engineer Project No.: P00803-2018-035

   E. Specific Project (title): Fargo South Regional Water Connection Improvements - Phase 2 Construction Phase Services

   F. Specific Project (description):

   This task order is for construction phase services for the Fargo South Regional Water Connection Improvements – Phase 2 which is the third booster pump station to supply water to the City of West Fargo. The project consists of the construction of a booster station at the Fargo GSR site and underground piping.

2. **Services of Engineer**

   A. The specific services to be provided or furnished by Engineer under this Task Order are detailed in Attachment 1 and include the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

   - Construction Phase Services (Exhibit A, Paragraph A1.05)
     - including Resident Project Representative (RPR) services (A1.05.A.2)
   - Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
   - I&C System Services and Commissioning Services (Exhibit A, Paragraph A1.07)

   B. Resident Project Representative (RPR) Services:

   The scope of services for this Task Order includes RPR services and Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

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

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2, Exhibit B of the Agreement.

4. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following approximate schedule:

- Task Order approval – February 2021
- Start Construction – January 2021
- Project Substantial Completion – June 2021
- Project Final Completion – August 2021

5. Payments to Engineer

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

Phase	*Task Number and Task Name*	*Payment Method*	*Estimated Hours*	*Amount*
060	***Construction Phase Services***	*Method A*		
	01 Project Management		*89*	*$15,900*
	02 Construction Phase Basic Services		*502*	*$89,800*
061	***Construction Field Services Phase***	*Method B*		
	01 Construction RPR Services		*724*	*$108,200*
	02 Construction Surveying		*55*	*$9,100*
070	***Post-Construction Phase Services***	*Method B*		
	01 Post-Construction / Warranty		*180*	*$29,800*
080	***I&C System Services***	*Method B*		
	01 Programming and Startup		*180*	*$28,200*
Total			***1,730***	***$281,000***

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

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C, where Method A is a Lump Sum payment and Method B is payment for Standard Hourly Rates.

6. Consultants retained as of the Effective Date of the Task Order: Black & Veatch.

7. **Other Modifications to Agreement and Exhibits:** None.

8. **Attachments:**

   Attachment 1 to Water Consulting Task Order No. 3

9. **Other Documents Incorporated by Reference:** None.

10. **Terms and Conditions**

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

The Effective Date of this Task Order is January 28, 2021.

OWNER: City of Fargo (Water Utility)	ENGINEER: Advanced Engineering and Environmental Services, Inc. (AE2S)
By: _____	By: _____
Name: Troy B. Hall	Name: Brian R. Bergantine, PE
Title: Water Utility Director	Title: Operations Manager
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Troy B. Hall	Name: Richard Wagner
Title: Water Utility Director	Title: Project Manager
Address: 435 14th Ave S Fargo, ND 58103	Address: 4170 28th Ave S Fargo, ND 58104
E-Mail Address: THall@FargoND.gov	E-Mail Address: Richard.Wagner@AE2S.com
Phone: (701) 476 - 6741	Phone: (701) 364 - 9111

This is Attachment 1 to Water Consulting Task Order No. 3 consisting of 3 page(s).

Attachment 1 to Water Consulting Task Order No. 3

Fargo South Regional Water Connection Improvements - Phase 2 Construction Phase Services

January 28, 2021

Scope of Services

The Project entails the construction of a booster pump station and pipeline at the Fargo GSR site. This Scope of Services provides for the construction administration, RPR, post-construction/warranty, and I&C phase services to support the construction of the project. The following is a detailed breakdown of this Scope of Services to Water Consulting Task Order No. 3.

Phase 060 – Construction Phase Services

In accordance with Paragraphs A1.05 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021, ENGINEER shall perform the following additional Construction Phase services under Water Consulting Task Order No. 3:

Task 01 – Project Management

ENGINEER shall perform general Project management activities including progress monitoring, scheduling, general correspondence, office administration, and invoicing. These activities include maintaining contact and liaison with the OWNER and Project staff; providing OWNER with monthly Project financial status updates; ensuring that the needs of the OWNER are met in a timely manner, and monitoring Project budgets and schedules.

Task 02 – Construction Phase Basic Services

ENGINEER shall perform general project administration activities in accordance with Paragraph A1.05 of Exhibit A of the Original Task Order Agreement including general correspondence with the Contractor and OWNER, facilitation of preconstruction meeting, construction progress meetings, construction coordination meetings, review and approval of shop drawings, and review of applications for payment submitted by each Contractor, review and response to requests for information (RFIs) and change orders, and review and approval of operation and maintenance (O&M) manuals.

Phase 061 – Construction Field Services Phase

In accordance with Exhibit D of the Original Task Order Agreement, dated January 1, 2021, ENGINEER shall perform the following additional Resident Project Representative (RPR) services under Water Consulting Task Order No. 3:

Task 01 – Construction RPR Services

ENGINEER shall provide on-site observation services of a Resident Project Representative (RPR) to observe and document construction activities in accordance with Exhibit D of the Original Task Order Agreement. Construction is anticipated to begin in late January and be substantially complete on June 18, 2021 with an approximate duration of 20 weeks. Final completion is scheduled for August 2, 2021 which is approximately six weeks after substantial completion. RPR services are estimated based on a 26-week continuous construction duration. ENGINEER shall provide part-time RPR services when the contractor is onsite to observe and document the contractor's work.

Task 02 – Construction Surveying

ENGINEER shall conduct construction surveying, which shall include:

- One time staking of reference points that will guide the construction of new structures with re-staking of reference points to be paid for as additional services not covered under this scope of service
- Verifying the location of structures during construction; and
- Collect limited survey data at the end of the project to be used in the creation of as-builts.

Phase 070 – Post-Construction Phase Services

In accordance with Paragraphs A1.06, A1.07, and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021, ENGINEER shall perform the following additional Post-Construction and Commissioning Phase services under Water Consulting Task Order No. 3:

Task 01 – Post-Construction / Warranty

ENGINEER shall provide the following project closeout services upon completion of construction of the Fargo South Regional Water Connection Improvements - Phase 2 Construction Phase Services:

- Perform a final inspection / walkthrough of the project with the OWNER;
- Compile a final punch list containing items identified during the final inspection / walkthrough;
- Compile record drawings to incorporate as-built changes to the contract documents based on markups received from the Contractor; and
- Assist OWNER with addressing warranty related items.

Phase 080 – I&C System Services

In accordance with Paragraph 2.01 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021, ENGINEER shall perform the following additional I&C Phase services under Water Consulting Task Order No. 3:

Task 01 – Programming and Startup

Engineer shall provide Control System Programming Services which shall include:

1. Meet with Fargo Water Treatment Plant (WTP) staff to develop a written functional description detailing how each instrument and control device will be monitored and controlled.
2. Develop a customized Programmable Logic Controller (PLC) program for the pump station based on the written functional description. The PLC program will utilize standards from the current WTP PLC program structure for continuity.
3. Program the WTP Supervisory Control and Data Acquisition (SCADA) application for remote monitoring and control of the pump station. The programming of the pump station in the SCADA system will utilize standards and methods from the current WTP SCADA application for continuity.
4. Create reports in the existing WTP SCADA report system for daily, weekly, monthly, and annual flow totals for the pump station.

Engineer shall provide Control System Startup Services which shall include:

1. Perform a pre-startup check at the pump station to verify that all control signals are correctly terminated in the control panels, and all control signals are reading correctly in the PLC.
2. Work on location at the pump station to verify that the PLC program operates the pump station as described in the written functional description.
3. Configure the pump station telemetry data radios to connect to the existing Fargo water system telemetry network.
4. Import the pump station objects and graphics into the existing WTP SCADA application and verify that all remote monitoring and control functions operate correctly.
5. Provide operator training at the pump station and WTP on the operation of the SCADA application functions.
6. Provide a post start up data sheet for each instrumentation device that is started up to provide an "As-Started" document for each device.

THE CITY OF Fargo FAR MORE

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

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February 4, 2021

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

Subject: Sole Source with JDP Electric, Inc. for Small Water Utility Projects (Calendar Year 2021)

Dear Commissioners:

Water Utility staff is seeking approval to Sole Source with JDP Electric, Inc. (JDP) in the estimated amount of $75,000. The attached sole source form was approved by the City of Fargo Finance Committee on February 1, 2021. Since the cumulative cost of annual services will likely exceed $50,000, this sole source request needs City Commission approval per the Purchasing Policy.

Water Utility personnel attempts to get proposal pricing from multiple electrical contractors with projects that are estimated to exceed $25,000 and sometime less. In the past, JDP has been the low proposal price for most smaller projects. Water Treatment Plant (WTP) staff has had difficulty getting proposals from other electrical contractors in several cases when asked to consider a project. For the small projects typically estimated at less than $10,000, JDP is a good option.

There is a time & material project for wiring reroute associated with Project WA1863 that Water Utility staff prefers to use JDP due to WTP familiarity. The cost is unknown for this because the exact scope in not known. JDP is very familiar with Water Utility facilities and requires less oversight/WTP staff involvement than other electrical contractors. If WTP personnel view an individual proposal from JDP not in line with the scope of work, another price is solicited from other electrical contractors.

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall

Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve a sole source with JDP Electric, Inc. for the calendar year 2021 in the estimated amount of $75,000 for cumulative electrical services with small projects.

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:

JDP ELECTRIC, INC.

Estimated Dollar Amount of Purchase:

$75,000 Total for Multiple Projects

The project/service is required to:

*Seek blanket coverage for approximately $75,000 with JDP Electric, Inc (JDP) for the total cost of several small, independent Water Utility projects in the 2021 calendar year. Most of the individual projects would not exceed $25,000. Sole source requests with JDP were approved in 2020 by the Finance Committee, but those approvals are assumed to have expired on December 31, 2020. This request is for calendar year 2021.

*Electrical systems maintenance for the City of Fargo Water Utility

*Small electrical projects for City of Fargo Water Utility

Funding for small projects will be within the 2021 budget and coded under the appropriate accounts.

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

JDP Electric, Inc. (JDP) has won many of the recent bids or proposals for the City of Fargo Water Utility. Due to work on multiple projects, JDP electricians are more familiar with the electrical systems at Water Utility facilities compared to other electrical contractors. Using JDP for smaller projects is more time efficient for Water Utility personnel since JDP electricians can work more independently.

For projects that electrical work is estimate at $25,000 or more, proposals are requested from multiple electrical contractors.

One potential exception to this is a wire reroute project associated with Project WA1863 (Crypto Compliance/Pre-Treatment Rehab). JDP electricians are familiar with the 1997 WTP building and we know JDP billing structure. The scope of the wire reroute is unknown and work is being done on a time & material basis (see attached pictures). WTP staff has concerns about potential inflated costs with other options to do this reroute work. The wire reroute was not in the bid scope of Project WA1863, due to not knowing how many electrical wires were inside the concrete and the wire termination locations.

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. **)

The recommendation for this sole source is based on work history with JDP Electric, Inc. (JDP). JDP has won many of the recent bids or proposals for the City of Fargo Water Utility. Due to work on multiple projects, JDP electricians are more familiar with the electrical systems at Water Utility facilities compared to other electrical contractors. Using JDP for smaller projects is more time efficient for Water Utility personnel since JDP electricians can work more independently.

****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)

JDP Electric, Inc. (JDP) has won many of the recent bids or proposals for the City of Fargo Water Utility. Due to work on multiple projects, JDP electricians are more familiar with the electrical systems at Water Utility facilities compared to other electrical contractors. Using JDP for smaller projects is more time efficient for Water Utility personnel since JDP electricians can work more independently.

For projects that electrical work is estimate at $25,000 or more, proposals are requested from multiple electrical contractors. As stated above, there may be one exception to this on a wire reroute project.

WTP staff have the experience to understand if a JDP Electric quote seems reasonable for the scope of work, if only one quote provided by JDP Electric. If a specific quote seems unreasonable, WTP staff will take corrective steps.

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

N/A

Signature: _____
(Requestor)

Printed Name: Troy B. Hall

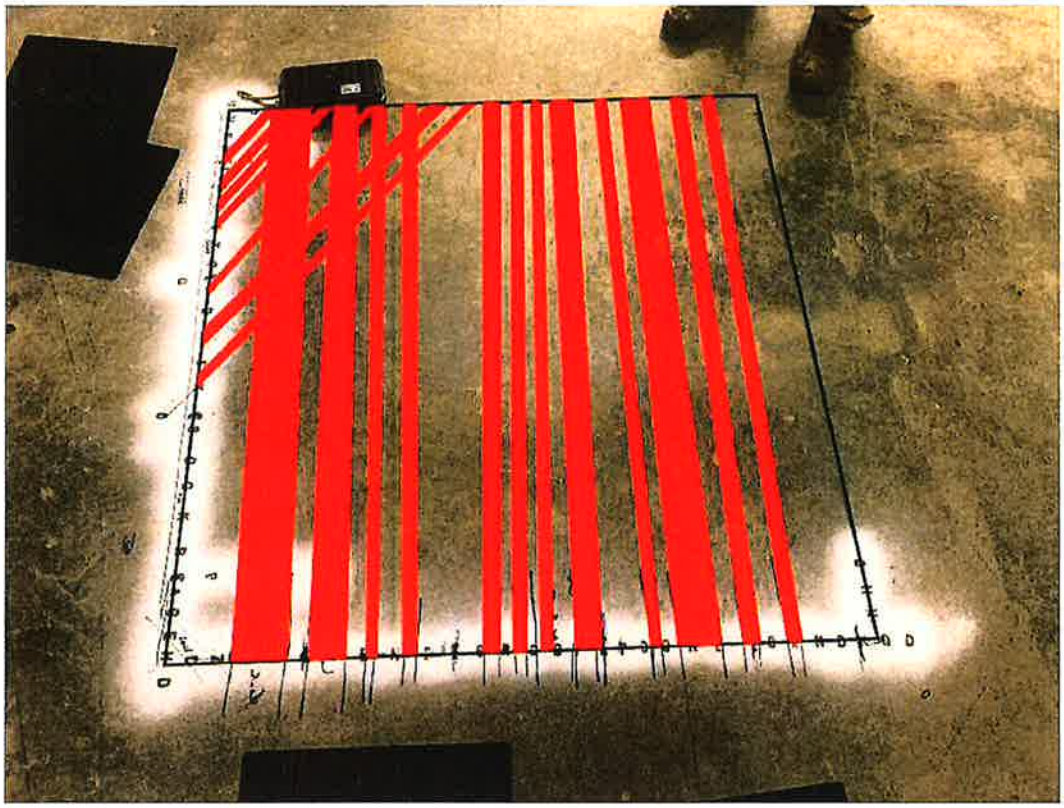
Department: Water Treatment Plant

Title: Water Utility Director

Date: 1/20/2020

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

TBH **(Requestor initials)**



Electrical Conduit X-ray of transfer pump room floor associated with Project WA1863. Wires need to be rerouted because large diameter pipe needs to go through this area.

Concrete has been chipped away from conduits in X-ray area. Wires are being traced and will be rerouted to eliminate the pipe route conflict. Piping for the Ultraviolet (UV) treatment system will pass through here.

THE CITY OF Fargo FAR MORE

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www.FargoND.gov

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February 4, 2021

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

Subject: Sole Source – Avista Technologies, Inc. (Calendar Year 2021)

Dear Commissioners:

Water Utility staff is seeking sole source approval for Avista Technologies, Inc. (Avista) to provide chemicals for the Reverse Osmosis (RO) system in the Membrane Water Treatment Plant (MWTP). The 2021 Water Utility budget (Fund 501/Division 3051) accounts for chemical purchases from Avista. This sole source request was approved by the City of Fargo Finance Committee on February 1, 2021. Since the annual cost of chemical from Avista will exceed $50,000, Water Utility staff is requesting sole source approval from the City Commission. The 2020 cost of using Avista chemicals was approximately $360,000. Therefore, Water Utility staff is requesting sole source approval of $360,000 for Avista purchases in 2021.

As stated in the attached sole source request form, Water Utility staff recommends using Avista products for the first few years of MWTP operation. Avista chemicals were used during Reverse Osmosis system equipment pilot work in 2012-13 and during MWTP startup in 2018-19. The replacement cost of RO elements in the MWTP is over $1 million. In the opinion of Water Utility personnel, the use of Avista products protects the capital investment in RO elements and reduces the number unknown variable during the optimization and learning period for MWTP operation.

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve sole source request of $360,000 with Avista Technologies, Inc. for Calendar Year 2021 to purchase Reverse Osmosis system related water treatment chemicals to operate the Membrane Water Treatment Plant.

CITY OF Fargo	**Sole Source and Piggyback Procurement Form**

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Avista Technologies, Inc.

Estimated Dollar Amount of Purchase:

$360,000 (this is 2020 Avista expense)

The project/service is required to:

This sole source request is to purchase chemicals for Membrane Water Treatment Plant (MWTP) operation from Avista Technologies, Inc (Avista). Per attached draft AE2S memo, there are 15 chemicals (or categories of chemicals) required for MWTP operation. Water Utility staff is recommending a sole source with Avista for 3 of the chemical categories. These chemicals are highlighted on the AE2S memo. The other 12 chemical categories can be bid through normal procurement processes. The chemicals from Avista are proprietary chemicals used during Reverse Osmosis (RO) equipment pilot testing in advance of MWTP design. The sole source with Avista will reduce risk and unknowns during the first few years of MWTP operation. The initial RO operation is challenging without introducing added unknowns of alternate RO chemicals. The MWTP (chemical costs) were anticipated in the 2021 budget under Fund 501.

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

Reverse Osmosis (RO) chemicals from Avista Technologies, Inc. were used during pilot testing prior to MWTP design. Water Utility staff requests using Avista during the initial years of MWTP operation to reduce the number of unknowns and uncertainty. Based on pilot study information, it is known which Avista products work with the RO elements being installed in the MWTP. The replacement cost of RO elements is estimated at $1.79 million, if significant element damage were to occur. After the MTWP successfully operates for a few years and water plant staff has adapted to it's operation, it is the intention of Water Utility staff to look at other options for the 3 chemical categories requested under this sole source. Avista also has performed RO element autopsies in Fargo MWTP at no-charge to help optimize the chemical used and cleaning procedures. These element autopsies have been extremely valuable to the understanding of RO system operation.

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

Avista products were used successfully during pilot testing for the MWTP. AE2S is price checking other vendors (competitors) for the 3 chemicals categories recommended for Avista sole source. This is to make sure prices are reasonable from Avista. As stated above, the other 12 chemicals (categories) in the draft AES2 Memo can be bid through our normal procurement process.

****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)

Reverse Osmosis (RO) chemicals from Avista are proven through pilot testing. Other chemical companies have not been tested. It is suggested by both Water Utility staff and AE2S start-up and early operation of the MWTP is not the best time to be experimenting with other chemical vendor products.

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

N/A

Signature: _____
(Requestor)

Printed Name: Troy B. Hall

Department: Water Treatment Plant

Title: Water Utility Director

Date: 1/6/2021

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

TBH **(Requestor initials)**

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	YTD/CURRENT ESTIM/APPROP	YTD/CURRENT ENCUMBRANCE	TRANSACTION AMOUNT	CURRENT BALANCE
FUND 501 Water Operating										
501-3051-441.65-10 Chem/Salt/Gravel/Ashpalt / Chemical #1							3,000,000	2,027,386.96	2,812,760.65	1,840,147.61-
4811		10/20	AP	10/06/20	0000819	P CARD BMO			48,600.00	
		IN		AVISTA TECHNOLOGIE		INV 89742				
PROJECT#:		CHM12								
4811		10/20	AP	10/06/20	0000819	P CARD BMO			44,550.00	
		IN		AVISTA TECHNOLOGIE		INV 89743				
PROJECT#:		CHM12								
3825		08/20	AP	08/11/20	0000811	P CARD BMO			48,600.00	
		IN		AVISTA TECHNOLOGIE		INV 88507				
PROJECT#:		CHM12								
3825		08/20	AP	08/11/20	0000811	P CARD BMO			44,550.00	
		IN		AVISTA TECHNOLOGIE		INV 88508				
PROJECT#:		CHM12								
2463		05/20	AP	04/29/20	0000796	P CARD BMO			50,250.00	
		IN		AVISTA TECHNOLOGIE		SSP20028 INV 86477				
PROJECT#:		CHM12								
1898		04/20	AP	04/03/20	0000792	P CARD BMO			31,730.00	
		IN		AVISTA TECHNOLOGIE		SSP20028 INV 86363				
PROJECT#:		CHM12								
1898		04/20	AP	04/03/20	0000792	P CARD BMO			31,730.00	
		IN		AVISTA TECHNOLOGIE		SSP20028 INV 86363				
PROJECT#:		CHM12								
1430		03/20	AP	03/13/20	0000786	P CARD BMO			29,777.00	
		IN		AVISTA TECHNOLOGIE		INV 85455 SSP20028				
PROJECT#:		CHM12								
1430		03/20	AP	03/13/20	0000786	P CARD BMO			29,778.00	
		IN		AVISTA TECHNOLOGIE		INV 85455 SSP20028				
PROJECT#:		CHM12								
						ACCOUNT TOTAL	3,000,000	.00	359,565.00	2,640,435.00
						FUND TOTAL	3,000,000	.00	359,565.00	2,640,435.00
						GRAND TOTAL	3,000,000	.00	359,565.00	2,640,435.00

Think Big. Go Beyond.

Meeting Document

From: Qigang Chang, Ph.D., PE
Project Engineer
AE2S

Re: **Fargo MWTP Chemicals Discussion**

Date: February 8, 2018

Table 1. Fargo MWTP Chemical Storage

No.	Chemical	Weight Percentage (%)	Storage Tank Size (gallon)	Day Tank (gallon)	Remarks
1	Coagulant -PACl	35%	2*13,000	700	
	Coagulant -$FeCl_3$	100%			
2	Acid -H_2SO_4	93%	10,000	270	
3	Acid -H_2SO_4	40%		2* 55 gallon Drum	
4	Acid -Citric	50%		2*330 gallon Totes	
5	Sodium Hypochlorite	10.3%		2*330 gallon Totes	
6	Hydrogen Peroxide	34%		500	
7	**Anti-scalant**	**100%**		**5* 330 gallon totes**	
8	Sodium Hydroxide	50%	2*7,000	500	
9	**Membrane Cleaner – Acid**	**100%**		**7*350lb drums** **800 (batching tank)**	
10	**Membrane Cleaner – Caustic**	**100%**		**7* 350lb drums** **800 (batching tank**	
11	Sodium Bisulfite	38%		4*330 gallon	

DRAFT

No.	Chemical	Weight Percentage (%)	Storage Tank Size (gallon)	Day Tank (gallon)	Remarks
				Totes	
12	Polyphosphate			600	
13	Fluoride (MWTP)	23%		100	
	Fluoride	23%		200	
14	Chlorine (gas)	100%		Existing Storage	
15	Ammonia	100%		Existing storage	

Table 2. Chemical Budgetary Pricing

No.	Chemical	Density (lb/gal)	Weight Percentage (%)	Delivery (lb or gal)	Unit price
1	Sulfuric acid	15.31	93%	48,000	$0.16/lb
2	Poly aluminum chloride	11.17		bulk	$0.3275/lb.
	Ferric chloride	11.31	35%	bulk	$0.27/lb.
3	Anti-Scalant-Vitec 3000	9.59	100%	2500 lb tote	$2.78/lb
	Anti-Scalant-Vitec 4000	9.59	100%	2500 lb tote	$4.33/lb
	Anti-Scalant-Vitec 1800				$1.65 /lb
4	Citric Acid	10.38	50%	330 Gallon Tote	$1.01/lb.
5	RO Acid CIP Cleaner (Avista P303)			350 lb drum	$5.39/lb
6	RO Caustic CIP Cleaner (Avista P311)			350 lb drum	$4.8 /lb
	RO Caustic CIP Cleaner (Avista P312)			350 lb drum	$5.25/lb
7	Hydrogen Peroxide		34%		$0.45 /lb
8	Liquid Oxygen				$0.09 /lb
9	Phosphate (Carus 2450)				$1.04 /lb
10	Sodium bisulfite	11.08	38%	330 Gallon Tote	$0.25/lb
11	Sodium hydroxide	12.78	50%	48,000	$0.20/lb.
12	Sodium Hypochlorite	10	12.50%	48,000	$0.16/lb
13	Ammonia	5.15	100%	10,000	$1.90 /lb.
14	Chlorine gas			2,000	$0.21 /lb
15	Fluoride	10.24	23-25%	48,000	$0.26 /lb

THE CITY OF Fargo FAR MORE

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

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February 4, 2021

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

Subject: Sole Source – Suez Treatment Solutions, Inc. for Project WA2055

Dear Commissioners:

Water Utility staff is seeking approval of a sole source with Suez Treatment Solutions for an Ozone Generator for Project WA2055: Phase 2 – Ozone Improvements. This sole source request was approved by the Finance Committee on February 1, 2021. The purchase cost of this Ozone Generator is $319,100. Approval of this sole source and purchase will improve the project schedule by several months. Project WA2055 will bid in about April, 2021. Per the attached sole source form, Suez is recommended for several reasons:

- Generator will function well with the ozone diffusion system installed in the 1997 Water Treatment Plant.
- Computer controls will be similar to other ozone generators installed.
- Will work well with Vacuum Swing Adsorption (VSA) oxygen system being installed.
- Lowest cost ozone generator option of three (3) manufactures researched.

This project is being funded with a State Revolving Fund (SRF) low interest loan and in the 20-year Water Utility Capital Improvement Plan (CIP).

Your consideration is greatly appreciated in this matter.

Sincerely,

T. B. Hall

Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve sole source with Suez Treatment Solutions, Inc. for an Ozone Generator in the amount of $319,100 for Project WA2055.

CITY OF Fargo	**Sole Source and Piggyback Procurement Form**

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

SUEZ Treatment Solutions, Inc.

Estimated Dollar Amount of Purchase:

$319,100

The project/service is required to:

Purchase of Ozone Generator for Project WA2055, Phase 2 - Ozone Improvements (see attached proposal from Suez). The new Ozone Generator will be for Water Treatment Plant (WTP) operation in the winter and has much lower ozone generation capacity compared to the two (2) existing ozone generators.

Detailed recommendations for this Ozone Generator were in a Technical Memorandum (TM) called, 'Ozone System Modifications Basis of Design'. This TM was completed by Apex Engineering Group/Carollo Engineers (Apex/Carollo) in November 2020. The Ozone Generator was also recommended in two (2) previous planning documents: MWTP Facility Plan (2012) by AE2S/Black & Veatch and WTP Facility Plan Phase 2 (2016) by AE2S/Black & Veatch.

Funding for Project WA2055 (including this Ozone Generator) is in an approved State Revolving Fund (SRF) loan administered by the North Dakota Department of Environmental Quality (NDDEQ).

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

Considering three (3) separate manufacturers, the competitors to Suez were higher cost per pounds of ozone produced and/or were technically not suitable for the specific conditions at Fargo WTP.

A TM by Apex/Carollo titled, 'Low Demand Ozone Generation' examined 3 different manufacturer options for new, lower capacity Ozone Generators. The final Ozone Generator recommendations were in the Ozone System Modifications Basis of Design TM by Apex/Carollo in November 2020.

Computer controls for Suez will be similar and easier to integrate into Fargo WTP because the two (2) existing Ozone Generators are same manufacturer, Ozonia (now owned by Suez).

So long as justification is provided, administrators of the SRF loan program at NDDEQ have supported the using a manufacturer that matches equipment installed in the past for water systems.

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. **)

A Technical Memorandum (TM) by Apex Engineering Group/Carollo Engineers titled, 'Low Demand Ozone Generation' examined three (3) different manufacturer options for new, lower capacity Ozone Generators.

The final Ozone Generator recommendations were in the Ozone System Modifications Basis of Design TM by Apex/Carollo in November 2020. The competitors to Suez were higher cost per pounds of ozone produced and/or were technically not suitable for the specific conditions at Fargo WTP.

****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)

Suez Ozone Generator - viable & recommended option
-Lowest cost option (cost/pound) that is technically suitable for Fargo WTP.
-Computer controls common with two (2) ozone generators installed in Fargo's 1997 WTP.
-Same style of generator compared to Fargo's 1997 WTP ozone generators.
-Will function well with ozone bubble diffusion system in Fargo's 1997 WTP.
-Will work well with VSA system for oxygen supply. VSA to be installed under Project WA2055.
-Not a very good ozone generation option if MWTP is running alone without 1997 WTP operational. Scenario analysis indicated both plants to be operating simultaneously most of time.

Primozone Ozone Generator (ruled out and eliminated)
-Will not work with VSA system to be installed in WA2055.
-Not a technically feasible option for Fargo application after investigation.

Pinnacle Ozone Generator - viable but not recommended option
-Higher purchase cost (cost/pound) of ozone produced.
-Additional equipment needed compared to the Suez Ozone Generator. Thus, additional cost.
-Good option for ozone generation when running MWTP only.
-Completely different technology compared to ozone generators installed in 1997.
-WTP staff learning curve for maintenance, troubleshooting, and operation.

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

N/A

Signature: T. B. Hall
(Requestor)

Printed Name: Troy B. Hall

Department: Water Treatment Plant

Title: Water Utility Director

Date: 1/20/2021

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

TBH **(Requestor initials)**

SUEZ Treatment Solutions Inc.
600 Willow Tree Road
Leonia, NJ 07605, USA
Tel: +1 201 676 2525

January ***14***, 2021

Mr. Troy Hall
City of Fargo
Fargo Water Treatment Facility
435 14th Avenue South
Fargo, ND 58103

Subject: Small Capacity Ozone Generator (150 lbs/day)
Fargo Water Treatment Plant
City of Fargo ND
Proposal 018-526 ***Rev.1***

Dear Mr. ***Hall***:

SUEZ Treatment Solutions, Inc. (Ozonia) is please to submit a proposal to provide a smaller capacity ozone generator for the Fargo Water Treatment Facility based on the following specification sections, P&ID drawing ***N-10.***

- 01760
- 11264D
- 17055

Note: Any changes made in Rev. 1 of proposal are shown as ***bold italics*** for changes or additions and ~~strikethroughs~~ for deletions.

Please let me know if you have any questions or require additional information.

Very truly yours,
SUEZ Treatment Solutions, Inc.

William Nezgod
Senior Sales Manager – Engineered Ozone Plants

SELLING PRICE: (To be Provided)

Base System:	Item A – H (Engr & Equipment)	$	**319,100**	(*)
	Item I – Services	$	**18,400**	(*)
Total Selling Price: Base System		$	**337,500**	(*)
Option 1: ControlLogix PLC (adder to base)		$	11,400	(*)

(*) Note: No Sales Tax has been included. If required tax will be added to the selling price at the current rate when invoice is submitted.

SHIPPING TERMS: FOB job site, freight included to jobsite.

TERMS OF PAYMENT: 10% with drawing approval
75% on respective ***delivery (ies)*** of equipment
5% on submission of O&M Manuals
10% on successful commissioning and testing, not to exceed 180 days from delivery of equipment

TERMS AND CONDITIONS: As per STSI Standard Terms and Conditions

VALIDITY: Ninety (90) days from date ***of proposal***

BONDING: Performance and Payment Bond is included in Selling Price

SERVICE: Field Service included in this Contract shall be provided for a period not to exceed * eight-hour man-days provided in not more than * ♦ trips to check the completed installation by Purchaser, to place the Products in operation and to instruct Purchaser in their operation. Purchaser agrees to pay STSI for any additional service days and/or trips in accordance with STSI's standard service rates and conditions in effect at the time the service is performed.

♦ A minimum of one (1) full day of service will be charged to each trip. * See proposal details

SCHEDULE: Approval drawings and data shall be submitted approximately 8 – 10 weeks after agreement to all terms, as evidenced by STSI's receipt of this proposal, fully executed; or, in the event that Purchaser issues a Purchase Order, STSI's receipt of fully executed letter agreement. STSI estimates that shipment of the Products can be made in approximately 22 – 24 weeks after STSI has received from Purchaser final approval of all submittal drawings and data.

PURCHASER'S ACCEPTANCE: BY ITS SIGNATURE BELOW OR ISSUANCE OF ANY PURCHASE ORDER OR OTHER DOCUMENT, NOTWITHSTANDING ANY STATEMENT OR PROVISION CONTAINED THEREIN TO THE CONTRARY, PURCHASER AGREES TO ALL THE CONDITIONS AND PROVISIONS OF THIS PROPOSAL AND CONTRACT. NO OFFER BY PURCHASER TO ALTER, AMEND, LIMIT OR DELETE ANY CONDITION OR PROVISION OF THIS PROPOSAL AND CONTRACT SHALL BE BINDING UPON STSI UNLESS EXPRESSLY ACCEPTED IN WRITING BY STSI.

PURCHASER'S ACCEPTANCE:

Company Name _____

By: _____
Name/Title

Date: _____

SUEZ TREATMENT SOLUTIONS, INC.

By: _____
William Nezgod
Senior Sales Manager – Engineered Plants

Date: January ***14***, 2021

THE CITY OF Fargo FAR MORE

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

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February 4, 2021

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

Subject: Sole Source – Pacific Consolidated Industries for Project WA2055

Dear Commissioners:

Water Utility staff is seeking approval of a sole source with Pacific Consolidated Industries (PCI) for a Vacuum Swing Adsorption (VSA) system for Project WA2055: Phase 2 – Ozone Improvements. This sole source request was approved by the Finance Committee on February 1, 2021. The purchase cost of this VSA system is $180,103. Approval of this sole source and purchase will improve the project schedule by several months. Project WA2055 will bid in about April, 2021. Per the attached sole source form, the PCI VSA system is recommended for several reasons:

- Energy efficiency – quicker Return-On-Investment.
- Compact size – space is very limited for installation location.
- Simpler operation and fewer components compared to pressure systems.

This project is being funded with a State Revolving Fund (SRF) low interest loan and in the 20-year Water Utility Capital Improvement Plan (CIP).

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve sole source with Pacific Consolidated Industries for a Vacuum Swing Adsorption system in amount of $180,103 for Project WA2055.

CITY OF Fargo	**Sole Source and Piggyback Procurement Form**

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Pacific Consolidated Industries (PCI)

Estimated Dollar Amount of Purchase:

$180,103

The project/service is required to:

Purchase of Vacuum Swing Adsorption (VSA) system for Project WA2055, Phase 2 - Ozone Improvements (see attached proposal from PCI).

The new VSA system will provide lower cost oxygen for ozone system compared to trucking Liquid Oxygen (LOX) from the Twin Cities. The VSA produced oxygen on-site using outside air. The VSA is intended to become the primary source oxygen for the ozone system to lower WTP chemical costs. The LOX will become a backup system and supplement the VSA during high oxygen needs.

Detailed recommendations for this VSA system were in a Technical Memorandum (TM) called, 'Ozone System Modifications Basis of Design'. This TM was completed by Apex Engineering Group/Carollo Engineers (Apex/Carollo) in November 2020.

Funding for Project WA2055 (including this VSA system) is in an approved State Revolving Fund (SRF) loan administered by the North Dakota Department of Environmental Quality (NDDEQ).

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

The VSA system by Pacific Consolidated Industries (PCI) uniquely fits our Fargo WTP ozone project.

-There are very few industrial scale, packaged oxygen concentrators on the market like what is needed for the Fargo project. A primary competitor to PCI offers a Pressure Swing Adsorption (PSA) system that is less energy efficient and less compact.

-VSA is Energy Efficient - Quicker Return-On-Investment

-VSA has simple operation/fewer components: The PSA system has several more components with more complicated operation.

-VSA Compact Size: VSA system is a compact package that will fit in the Fargo WTP ozone generation room. The competitor's PSA system will not fit in Fargo WTP ozone generation room.

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. **)

There were task orders with Apex/Carollo resulting in two (2) Technical Memorandums (TM) detailing the VSA investigation and other ozone project items:

-Mid-Term Ozone Improvements TM (draft August 2019)

-Ozone System Modifications Basis of Design TM (draft November 2020)

Among other items, these TMs detail the investigation and data analysis leading to the recommendation of a sole source of the PCI VSA system.

****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)

The VSA system by Pacific Consolidated Industries (PCI) uniquely fits our Fargo WTP ozone project.

- There are very few industrial scale, packaged oxygen concentrators on the market like what is needed for the Fargo project. A primary competitor to PCI offers a Pressure Swing Adsorption (PSA) system that is less energy efficient and less compact.
- VSA is Energy Efficient - Quicker Return-On-Investment
- VSA has simple operation/fewer components: The PSA system has several more components with more complicated operation.
- VSA Compact Size: VSA system is a compact package that will fit in the Fargo WTP ozone generation room. The competitor's PSA system will not fit in Fargo WTP ozone generation room.

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

N/A

Signature: T. B. Hall
(Requestor)

Printed Name: Troy B. Hall

Department: Water Treatment Plant

Title: Water Utility Director

Date: 1/20/2021

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

TBH **(Requestor initials)**

PCI
advancing air separation technology

pcigases.com

January 15, 2021

Mr. Troy Hall
Water Treatment Facility
City of Fargo
435 14th Avenue South
Fargo, ND 58103

Project Reference: **Ozone Project at City of Fargo, North Dakota**

Subject: PN-5017, PCI DOCS 500-55 VSA Oxygen Generation System Price Proposal

Dear Mr. Hall,

Thank you for your interest and the opportunity to let PCI propose pricing of our DOCS (**D**eployable **O**xygen **C**oncentration **S**ystems) oxygen generation using VSA technology.

PCI DOCS VSA units are used throughout the world for a multitude of applications in a wide range of Industries to include: Health and Wellness, Water and Environment, Energy, Mining and Industrial.

Based on our discussion and clarifications with Carollo Engineers on Jan 14th regarding the oxygen generator system requirement for your water treatment facility at City of Fargo, therefore we are proposing as follow.

- A standard unit DOCS 500, an oxygen generator with VSA technology that comes with integrated oxygen booster and other standard accessories as requested in your specifications.
- PCI standard Mass Flow Controller (MFC) for better process control and flow limiters function, that will protect and prolong the service life of equipment.
- Desiccant Dryer assembly unit
- Additional costing for installation supervision, functional test, commissioning, training and follow up services as requested.
- Recommended spare-parts as part of PCI's extended warranty feature requirement.

PCI VSA technology has several advantages over other competing technologies and offers the following significant technical and economic advantages:

- **Simple Operation** and **Easy to Maintain.**
- **Oil Free Operation** (Oil free design eliminates risk of oil carryover downstream of the oxygen system).
- **Air Cooled**, No cooling water or instrument air required.

- Single Sieve Bed (PCI utilizes a sealed adsorber bed that does not require replacing molecular sieve, therefore there is no cost for disposal of residual waste).
- No need for complicated switching valve configuration
- **Load Following** capabilities standard (Reducing energy consumption at reduced flow rates).
- **Minimal Space Requirement** with Minimal Civil Construction Work and Installation Time Necessary.
- **VSA Modules** Are Expandable to Meet Your Demands (Now or In The Future).
- **Remote Monitoring Capabilities** (purity, pressure, operating frequency)

Since oxygen is made at low pressures, the adsorbents will last longer in our DOCS unit. PCI offers our industry leading Platinum 3-plus 10-year conditional warranty on the adsorbents and key rotating components. The warranty requires that the System be maintained as per the O&M manual using consumables purchased from PCI and that the System be equipped with a means of remote monitoring of its control program by means of wireless or cellular access and that PCI be allowed to remote monitor the System. More details of PCI's Platinum 3 Plus 10 Warranty as attached.

Please feel free to call me at (951) 496-0109 should you have for any further questions. Thank you for your kind attention, and we look forward to your earliest feedback.

Best regards,

Ali Saputra

Sales Director, Corporate Accounts
Pacific Consolidated Industries, LLC
12201 Magnolia Avenue
Riverside, California 92503-4820
Cell phone: (951) 496-0109
asaputra@pcigases.com

II. COMMERCIAL PROPOSAL

A. Pricing for VSA Oxygen Generation System

Item	Product Name	Qty	Unit Price	Extended Price
1	IDOCS 500-55, Industrial, 460V / 60Hz / 3PH Includes: Std NEMA 3R enclosure	1	$174,753	$174,753
	Kit, Mass Flow Controller, Factory Installed, DOCS 500			
	Kit, Hardware, 4-20mA Communication to External Controller			
	Desiccant Dryer Assembly, DOCS 500-55			
	Customization, NRE Charges			
2	Extended Warranty, 1-Year	1	$3,000	$3,000
3	Crating, Standard, Land Transport, DOCS 500	1	$2,350	$2,350
		Sub-Total:		**$180,103**
4	Freight Cost, Land Transport – CIP Fargo, ND (Incoterm 2020)	1	*To Be Confirmed*	*To Be Confirmed*
		Total A:		*To Be Confirmed*

B. Commissioning Services

Item	Product Name	Qty	Unit Price	Extended Price
1	Service, Commissioning (per day) Require 1 visit x 4 days-each (incl. supervision installation, testing & commissioning)	4	$1,200	$4,800
2	Service, Commissioning Engineer (per day) Require 1 visit x 3 days-each (supervision testing & commissioning)	3	$1,800	$5,400
3	Service, Training (per day) 2 days (O&M) - performed during commissioning's trip	2	$1,200	$2,400
4	Service, Commissioning (per day) 1 visit for Operational testing & follow up services (80 days after start-up)	4	$1,200	$4,800
5	Service, Travel Time (per half day) Require 2 visits x 2 half-day + 1pax engineer during commissioning	6	$500	$3,000
6	Service, Travel Cost (estimate, expenses billed at cost) Require of 2 visits + 1 pax engineer during commissioning	3	$3,500	$10,500
		Total B:		**$30,900**

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

(30)

January 27, 2021

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

Re: Access Agreement – Field Survey & Soil Testing
Improvement District #UN-21-A1

Dear Commissioners:

Accompanying for City Commission review and approval is an Access Agreement with Robert Nelson in association with Improvement District #UN-21-A1.

3100 46th Ave N – Robert Nelson

RECOMMENDED MOTION:
Approve Access Agreement with the Robert Nelson.

Please return a copy of the signed original.

Respectfully submitted,

Shawn G. Bullinger

Shawn G. Bullinger
Land Acquisition Specialist

C: Nathan Boerboom

ACCESS AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of Jan 2021, by and between **THE CITY OF FARGO, NORTH DAKOTA,** a municipal corporation, referred to as "City", and the undersigned, referred to as "Owner(s)".

1. City requires access to Owner's property to facilitate field surveys and soil testing to facilitate design of storm sewer infrastructure.

2. Owner is the fee simple Owner of the property or otherwise has the authority to enter into this Agreement.

3. Owner agrees to allow City's employees, officers, agents, representatives, and contractors to enter upon and access to Owner's property for the purpose of conducting parcel review, soil sample boring and other miscellaneous soil testing procedures, field surveys, staking, and visual observation.

4. City's right to access the property begins immediately and will continue until February 28, 2021.

5. City agrees that no property damage will be caused by the access and that the property will be returned to its original condition as nearly as practicable if modified in any way.

6. City agrees to indemnify and hold Owner harmless from any and all claims, demands, suits or losses that may result from City's negligence on the property arising out of this access agreement.

PROPERTY ADDRESS:

3100 46th Avenue N

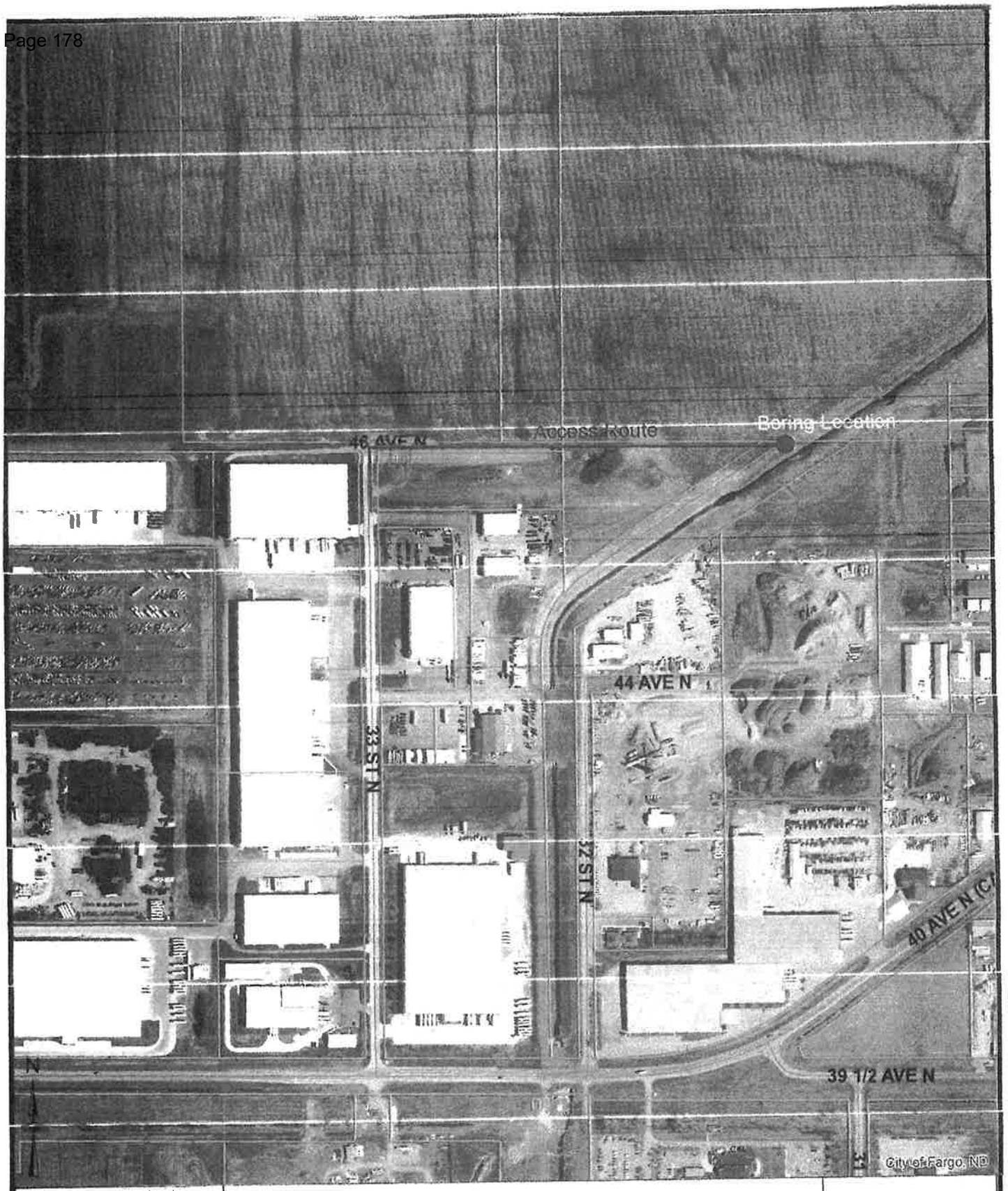
Fargo, ND 58102

OWNER(s):

THE CITY OF FARGO, NORTH DAKOTA
a municipal corporation

Timothy J. Mahoney, Mayor

Return to:
Attn: Shawn Bullinger
City of Fargo Engineering Dept.
225 4th Street N
Fargo, ND 58102
Fax: 701-241-8101 ~ Email: feng@fargond.gov



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Access Route to Boring Location

1:9,028

1/22/2021 11:30:39 AM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

THE CITY OF Fargo FAR MORE

THE CITY OF Fargo FAR MORE

(31)

SPECIAL ASSESSMENTS
225 4TH Street North
Fargo, ND 58102
Phone: (701) 241-1326
Fax: (701) 241-8101
E-mail: specials@fargoND.gov

February 4, 2021

Board of City Commissioners
City of Fargo
225 Fourth Street North
Fargo, ND 58103

Re: Deferral Agreement
Improvement District No. BN-17-B and NN-17-A

Dear Commissioners:

Enclosed and delivered for City Commission review and approval is a Deferral Agreement with the Wettstein's (Parcel Owners) in association with Improvement District No. BN-17-B (19th Avenue North Paving and Utilities) and NN-17-A (19th Avenue North Storm Water Retention Pond and Lift Station). The Wettstein's, 4206 19th Avenue North, made a request for a deferral to the Finance Committee on February 1, 2021. The Finance Committee unanimously voted to approve a Deferral Agreement, to include eighty feet special assessed with the balance deferred for ten years and to forward on to the City Commission with a recommendation for approval.

RECOMMENDED MOTION:
Approve Deferral Agreement with the Wettstein's, which includes assessing eighty feet and deferral of the balance as stated in the Agreement.

Please return a copy of the signed original.

Respectfully submitted,

Dan Eberhardt
Special Assessments Coordinator

C: Brenda Derrig

AGREEMENT REGARDING SPECIAL ASSESSMENTS
(Large Tract Single Family Residential Lot)
(Wettstein Property)

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between **GREGORY H WETTSTEIN** and **JERI L WETTSTEIN** hereinafter collectively called "Owner", and the **City of Fargo, North Dakota**, a municipal corporation ("City").

PREMISES:

a. The undersigned is the owner of land hereinafter described and which will be hereinafter referred to as "Property".

b. City is planning to make improvements ("Public Improvements") as described in Exhibit "A" attached hereto and incorporated herein by reference.

c. City has agreed to defer special assessments on Owner's Property under the terms and conditions set forth hereinafter.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. Parcel. The undersigned is the owner of that certain property, (hereinafter "Subject Property"), situated in the County of Cass and State of North Dakota, more fully described as follows:

PART OF 13, DESCRIBED AS FOLLOWS: BEGINNING AT NORTHWEST CORNER OF 13, THEN EAST ALONG NORTH LINE OF 13 FOR 542 FEET, THEN SOUTH 00 DEGREES 06 MINUTES 37 SECONDS WEST FOR 987.91 FEET TO SOUTH LINE OF 13, THEN SOUTH EASTERLY ALONG SOUTH LINE OF 13 TO A POINT BEGINNING 1172.37 FEET SOUTH OF NORTH LINE OF 13, THEN NORTH 00 DEGREES 47 MINUTES 58 SECONDS EAST 1172.37 FEET TO NORTH LINE OF 13, THEN WEST ALONG NORTH LINE OF 13 TO POINT OF BEGINNING LESS THAT PART OF LOT 13 INCUDING IN THE FOLLOWING: BEGINNING AT THE NORTH WEST CORNER OF SAID LOT 13; THEN ON AN ASSUMED BEARING OF NORTH 89 DEGREES 28 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 13 A DISTANCE OF 830.00 FEET TO THE POINT OF BEGINNING; THEN SOUTH 00 DEGREES 08 MINUTES 20 SECONDS WEST 1172.37 FEET; THEN NORTH 63 DEGREES 04 MINUTES 46 SECONDS WEST 45.74 FEET; THEN NORTH 00 DEGREES 47 MINUTES 58 SECONDS EAST 1151.52 FEET TO THE NORTH LINE OF SAID LOT 13; THEN NORTH 89 DEGREES 28 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 13 A DISTANCE OF 27.56 FEET TO THE POINT OF BEGINNING.

2. Single Family Residence. The Owner's property is used exclusively for one (1) single family owner-occupied residential structure. The residential structure was constructed and land plotted or parceled prior to annexation to the city of Fargo. The lot size standards applicable at the time of construction of the residential structure required large lots, generally to accommodate "on-site" sanitary sewer drain fields with provisions for future drain field expansion.

3. Large Tract Rural Parcels. The City understands that these formally rural large tract residential properties are much larger than a typical urban lot. The City further understands that special assessment benefits associated with municipal infrastructure installation are generally

allocated based on front footage (FF) (i.e. width of lot) and square footage (SF) (i.e. area of lot). These benefits when applied under urban standards to larger tract properties result in assessed costs many times greater than a typical urban lot. The City understands that such large tract special assessment costs will place a significant financial burden on an owner of a large rural tract and is interested in establishing a process and formal agreement that will allow rural large tract single family owner-occupied residential lots to transition into the urban model while providing for the future full assignment of infrastructure costs according to the Fargo Infrastructure Funding Policy.

4. Waiver of Protest. Owner understands and agrees that public improvements, including water mains, sewers, storm sewers, paving, curb and gutter and other municipal improvements which are enumerated in N.D.C.C. § 40-22-01 will be constructed to serve the Property as designated on Exhibit "A" attached hereto and incorporated herein by reference, and that special assessments therefore will be levied and assessed against the Property for such improvements; accordingly, Owner hereby waive Owner's right to protest the resolution of necessity for any such improvements for which such resolution is required pursuant to N.D.C.C. § 40-22-17. Owner hereby specifically consents to the construction of such improvements and to the assessment of the costs thereof against the Property. Furthermore, by entering into this agreement, the Owner hereby waives its right to protest the amount or benefit of any special assessment levied against the Property or any other assessment attribute, according to the Fargo Infrastructure Funding Policy, special assessment policies, state law or city ordinance The parties agree that any public improvements not enumerated in Exhibit "A" that may be installed after the date of this agreement will be added to said exhibit without any formal amendment to this Agreement. In such event, City agrees to furnish Owner with an updated Exhibit "A" evidencing such additional public improvements.

5. Parcel Size and Use Limitation. Owner agrees to special assessment amount for large tract parcels reduced to the following size limitations:

a. Maximum FF of 80 feet. FF is the width of the lot as measured along a line offset 35 feet inward from the front property line.

b. Maximum lot depth of 150 feet. Lot depth is the depth of the lot measured from the front to rear property lines. The maximum area assessed shall be 12,000 (80 x 150) square feet.

c. Use of the Property is limited to one (1) single family owner-occupied residential unit.

6. Assessment Cap. City agrees to cap special assessments amounts as limited under the conditions of paragraph 5 above. The City will fund the balance of special assessments assigned to the full parcel or tract.

7. Assessment Deferral. City agrees to defer the certification of annual installments of special assessments levied against the Property for any improvements constructed and installed as provided in paragraph 6 above as follows:

As to special assessments for Public Improvements to the Property, said deferral shall continue for a period of time ending upon occurrence of the earliest of one of four "Triggering Events" which are defined as an occurrence that causes the removal of the deferred special assessments for the Property in question, as follows:

a. Ten (10) years from the date of Notice of Special Assessment following finalization of such Public Improvements.

b. The date of issuance of a building permit for the construction of a building or structure upon the Property, or until the use of the lot or parcel is developed to a higher use than one (1) single family owner-occupied residential structure, or

c. The date of platting or replatting of an unplatted tract of land into multiple lots of any use. The date shall be the date of plat approval by the Fargo City Commission, or

d. The date of installation of "Local Public Improvements" (local streets, sewers, water and lighting improvements have been installed and are available to serve the parcel or lot). In this context, such improvements shall be deemed to be available to serve the parcel or lot if such improvements are located within 50 feet of the nearest boundary of such parcel or lot and have been requested by the owner of the Subject Property. Local Public Improvements installed at the request of others shall not in itself be considered a "trigger event".

For the purpose of this Agreement, the "date of installation" is defined as February 2, 2021.

"Local Public Improvements" shall be those public municipal infrastructure improvements installed to include street, sewers, water, lighting, and other miscellaneous improvements along roadways classified other than "arterial roadways" under the functional classification system and which are installed as requested by the Owner. Local Public Improvements shall include such improvements along local and local-collector roadways to include all public infrastructures as to allow development to occur and building permits to be issued.

"Trigger Event" shall be an occurrence that causes the removal of the deferral of special assessments for the parcel(s) or lots(s) in question. The "triggering event" shall apply to all deferred special assessments.

8. Annual Review. On or before October 1 of each year during the term of this Agreement (maximum ten-year period of deferral as contemplated in this Agreement), the City will determine which parcels or lots have met the "triggering event" criteria and will have special assessment deferrals removed. Each and every lot or parcel that has met the "triggering event" criteria during the previous 12 month period shall have such deferrals removed for all applicable public improvements. All such special assessments whose deferrals have been removed shall be certified for collection beginning the next tax year.

9. Assessment Period – Interest During Period of Deferral. At such time as annual installments of special assessments are certified for collection as hereinabove provided, the total amount to be assessed shall be spread over a period not to exceed twenty-five (25) years and the annual installments shall be determined in accordance with N.D.C.C. § 40-24-04 through § 40-24-08. The total amount to be assessed shall be the entire amount of the deferred assessment as determined by the Special Assessment Commission and as confirmed by the Board of City Commissioners, including, without limitation, costs of construction, administrative, legal and engineering fees and interest. The accrued interest on said deferral amount from the date of confirmation by the Board of City Commissioners shall be funded by the City. Owner will not be required to reimburse the City for the interest costs paid during the period of deferral to the time of the "trigger event".

10. Sale of Property. In the event that all or any portion of the Property is sold by Owner, this Agreement and the terms established hereby shall continue until the occurrence of a "Triggering Event" as defined in Section 7.

11. Date of Installation. For purposes of this Agreement, the date of installation of Public Improvements shall be defined as the date that Public Improvements required to fully service the subject property are functionally complete and assessed costs (to be deferred under the terms of this Agreement) have been certified and confirmed by the Board of City Commissioners.

12. Street Right-of-Way. As further consideration for this Agreement, Owner agrees to dedicate the necessary local street right-of-way over the Property (including right-of-way utilities) at no cost to the City.

13. Assignment. This agreement shall be binding upon the parties hereto, and their heirs, administrators, successors and assigns and shall run with the subject property. Owners, its heirs, successors and assigns may assign any or all of their rights and responsibilities under this Agreement at such times and as often as the Owners, their heirs, successors and assigns may elect.

14. Memorandum of Agreement. The parties hereto understand and agree that a Memorandum of this Agreement shall be prepared and signed by both parties which shall make reference to the terms of this Agreement and shall be recorded in the office of the Cass County Recorder. The form of the Memorandum of Agreement shall be in accordance with the attached form which the parties incorporate herein by reference.

DATED the day and year first above written.

(Signatures on following page)

OWNER:

_____
GREGORY H WETTSTEIN

_____
JERI L WETTSTEIN

CITY OF FARGO, a Municipal corporation

By:_____
TIMOTHY J. MAHONEY, Mayor

ATTEST:

_____
STEVEN SPRAGUE, City Auditor

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

On this ____ day of _____, 2021, before me, a notary public in and for said county and state, personally appeared GREGORY H WETTSTEIN and JERI L WETTSTEIN, to me known to be the persons described in and that executed the within and foregoing instrument.

(SEAL)

_____
Notary Public
Cass County, ND

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

On this ____ day of _____, 2021, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, 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

(SEAL)

EXHIBIT "A"

List of Public Improvements to be funded by Special Assessments:

BN-17-B
NN-17-A

MEMORANDUM OF AGREEMENT REGARDING SPECIAL ASSESSMENTS

(Large Tract Single Family Residential Lot)
(Wettstein Property)

THIS IS A MEMORANDUM OF AN AGREEMENT, made and entered into the _____ day of _____, 2021, by and between GREGORY H WETTSTEIN and JERI L WETTSTEIN, hereinafter collectively called "Owner", and the **City of Fargo, North Dakota**, a municipal corporation ("City").

WHEREAS, the parties have entered in an Agreement Regarding Special Assessments dated as of the ____ day of_____, 2021, [hereinafter referred to as the "Agreement"] concerning certain Property situate in the City of Fargo, Cass County, North Dakota, more fully described as follows:

PART OF 13, DESCRIBED AS FOLLOWS: BEGINNING AT NORTHWEST CORNER OF 13, THEN EAST ALONG NORTH LINE OF 13 FOR 542 FEET, THEN SOUTH 00 DEGREES 06 MINUTES 37 SECONDS WEST FOR 987.91 FEET TO SOUTH LINE OF 13, THEN SOUTH EASTERLY ALONG SOUTH LINE OF 13 TO A POINT BEGINNING 1172.37 FEET SOUTH OF NORTH LINE OF 13, THEN NORTH 00 DEGREES 47 MINUTES 58 SECONDS EAST 1172.37 FEET TO NORTH LINE OF 13, THEN WEST ALONG NORTH LINE OF 13 TO POINT OF BEGINNING LESS THAT PART OF LOT 13 INCUDING IN THE FOLLOWING: BEGINNING AT THE NORTH WEST CORNER OF SAID LOT 13; THEN ON AN ASSUMED BEARING OF NORTH 89 DEGREES 28 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 13 A DISTANCE OF 830.00 FEET TO THE POINT OF BEGINNING; THEN SOUTH 00 DEGREES 08 MINUTES 20 SECONDS WEST 1172.37 FEET; THEN NORTH 63 DEGREES 04 MINUTES 46 SECONDS WEST 45.74 FEET; THEN NORTH 00 DEGREES 47 MINUTES 58 SECONDS EAST 1151.52 FEET TO THE NORTH LINE OF SAID LOT 13; THEN NORTH 89 DEGREES 28 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 13 A DISTANCE OF 27.56 FEET TO THE POINT OF BEGINNING.

WHEREAS, as a part of said Agreement, Owner will obtain a deferral of certain annual installments of special assessments against one or more parcels within the Property;

NOW, THEREFORE, IT IS HEREBY AGREED:

1. This Memorandum Agreement incorporates by reference all the other terms and provisions of the Agreement, above-described, a copy of said Agreement being on file at the office of the City Auditor, Fargo City Hall, 200 North Third Street, Fargo, North Dakota, **which Agreement includes the terms by which annual installments of special assessments for various public improvements benefiting the parcels within the Property may be deferred for a period of time, by which such deferral may be removed as to various parcels within**

the Property and by which interest that will accumulate on such deferrals will not be charged against parcels within the Property.

2. The property that is the subject of the Agreement is the Property, above-described.

3. As provided in said Agreement, all provisions of said agreement shall be deemed binding upon the successors and assigns of the parties hereto, including Purchaser, in accordance with the terms thereof. Owner agrees to apprise any buyers or intended assigns of the existence and content of the Agreement.

IN WITNESS WHEREOF, the parties have hereunto executed this Memorandum of Agreement the day and year first above written.

OWNER:

_____
GREGORY H WETTSTEIN

_____
JERI L WETTSTEIN

CITY OF FARGO, a Municipal corporation

By:_____
TIMOTHY J. MAHONEY, Mayor

ATTEST:

_____
STEVEN SPRAGUE, City Auditor

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

On this ____ day of _____, 2021, before me, a notary public in and for said county and state, personally appeared GREGORY H WETTSTEIN and JERI L WETTSTEIN, to me known to be the persons described in and that executed the within and foregoing instrument.

_____
Notary Public
(SEAL) Cass County, ND

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

On this ____ day of _____, 2020, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, 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)

Legal description obtained from previously recorded instruments.

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

(32)

February 3, 2021

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. AN-20-E1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, February 3, 2021, for P.C. Concrete Alley Paving, Water Main & Incidentals, Improvement District No. AN-20-E1, located on Graver Alley from 1st Avenue North to 2nd Avenue North between Roberts Street and Broadway.

The bids were as follows:

Key Contracting, Inc.	$146,560.00
Dirt Dynamics	$155,353.00
KPH, Inc.	$164,645.00
Dakota Underground Co.	$198,607.00
Engineer's Estimate	$129,899.00

The special assessment escrow is not required.

One protest was received amounting to 14% of the Improvement District. We recommend that the protest be declared insufficient and the contract be awarded to Key Contracting, Inc. in the amount of $146,560.00 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.
Assistant City Engineer

TAK/klb

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # AN-20-E1

P.C. Concrete Alley Paving, Water Main & Incidentals

Graver Alley from 1st Ave N to 2nd Ave N between Roberts Street and Broadway

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

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

P.C. Concrete Alley Paving, Water Main & Incidentals Improvement District # AN-20-E1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Paving					
1	Remove Pavement All Thicknesses All Types	SY	230.00	28.00	6,440.00
2	Excavation	CY	8.00	25.00	200.00
3	Remove Pipe All Sizes All Types	LF	200.00	55.00	11,000.00
4	Abandon Manhole	EA	1.00	1,500.00	1,500.00
5	Modify Manhole	EA	1.00	2,200.00	2,200.00
6	Subgrade Preparation	SY	410.00	8.00	3,280.00
7	F&I Class 5 Agg - 8" Thick	SY	410.00	42.00	17,220.00
8	F&I Pavement 7" Thick Reinf Conc	SY	230.00	96.00	22,080.00
9	Rem & Repl Curb & Gutter	LF	30.00	100.00	3,000.00
10	Remove Sidewalk All Thicknesses All Types	SY	25.00	45.00	1,125.00
11	Remove Driveway All Thicknesses All Types	SY	21.00	55.00	1,155.00
12	F&I Sidewalk 4" Thick Reinf Conc	SY	25.00	48.00	1,200.00
13	F&I Driveway 7" Thick Reinf Conc	SY	21.00	110.00	2,310.00
14	Inlet Protection - Existing Inlet	EA	12.00	250.00	3,000.00
15	Repair Pavement - Spot Full Depth Conc	SF	12.00	120.00	1,440.00
16	Traffic Control - Type 2	LS	1.00	5,500.00	5,500.00
17	Temp Fence - Safety	LS	1.00	3,500.00	3,500.00
18	Clean Site	LS	1.00	1,500.00	1,500.00
19	Rem & Repl Pavement 9" Thick Reinf Conc	SY	180.00	110.00	19,800.00
				Paving Total	107,450.00
Water Main					
20	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	223.00	120.00	26,760.00
21	F&I Gate Valve 6" Dia	EA	1.00	2,850.00	2,850.00
22	F&I Fittings Ductile Iron	LB	380.00	25.00	9,500.00
				Water Main Total	39,110.00
				Total Construction in $	**146,560.00**
			Engineering	5.00 %	7,328.00
			Legal & Misc	3.00 %	4,396.80
			Contingencies	10.00 %	14,656.00
			Administration	4.00 %	5,862.40
			Interest	4.00 %	5,862.40
				Total Estimated Costs	**184,665.60**
				Special Assessments	142,225.48
				Utility Funds - Water - 501	42,440.12
				Unfunded Costs	**0.00**

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # AN-20-E1

P.C. Concrete Alley Paving, Water Main & Incidentals

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

Date: 02/03/2021

Tom Knakmuhs

Assistant City Engineer

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 2/3/21
NORTH DAKOTA

COVER SHEET
CITY OF FARGO PROJECTS

33

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

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

New Paving and Utility Construction

Improvement District No. BN-21-F

Call for Bids	February 8	, 2021
Advertise Dates	February 17 & 24	, 2021
Bid Opening Date	March 3	, 2021
Substantial Completion Date	August 15	, 2021
Final Completion Date	September 14	, 2021

N/A PWPEC Report (Attach Copy) – **Part of 2021 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Will Bayuk

Phone No. (701) 241-1554

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

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

ENGINEER'S REPORT

NEW PAVING AND UTILITY CONSTRUCTION

IMPROVEMENT DISTRICT NO. BN-21-F

Nature & Scope

This project is for new construction of underground utilities, asphalt pavement, site grading, and incidentals on 68th Avenue South from 15th Street South to 150' west of 14th Street South, on 69th Avenue South from 15th Street South to 68th Avenue South, and on 14th Street South from 70th Avenue South to 60' north of 70th Avenue South.

Purpose

This project is to provide infrastructure for new residential housing in Bison Meadows 2nd Addition as requested by the Developer.

Feasibility

The estimated cost of construction is $1,353,134.50.
The costs for the improvement district are estimated as follows:

LOMR Costs	$	284,050.40
Plus 4% Engineering Oversight Fee:	$	11,362.02
Total Estimated Developer Funded Cost:	**$**	**295,412.42**
LOMR Amount Developer Funded:	**$**	**295,412.42**

CRWUD Special Assessment	$	151,982.00
Plus 10% Engineering Fee:	$	15,198.20
Plus 4% Administration Fee:	$	6,079.28
Plus 3% Legal Fee:	$	4,559.46
Plus 4% Interest Fee:	$	6,079.28
Plus 5% Contingency:	$	7,599.10
Total Estimated Paving Cost:	**$**	**191,497.32**
CRWUD Amount Special Assessed:	**$**	**191,497.32**

Engineer's Report
Improvement District No. BN-21-F
Page 2

Underground & Paving Costs	$	917,102.10
Plus 10% Engineering Fee:	$	91,710.21
Plus 4% Administration Fee:	$	36,684.08
Plus 3% Legal Fee:	$	27,513.06
Plus 4% Interest Fee:	$	36,684.08
Plus 5% Contingency:	$	45,855.11
Total Estimated Paving Cost:	**$**	**1,155,548.65**
Underground & Paving Amount Special Assessed:	**$**	**1,155,548.65**

Project Funding Summary			
Developer Funded - LOMR	17.99%	$	295,412.42
Cass Rural Water User District Special Assessment	11.66%	$	191,497.32
Special Assessments	70.35%	$	1,155,548.65
Total Estimated Project Cost		**$**	**1,642,458.38**

We believe this project to be cost effective.

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 2/3/21
NORTH DAKOTA

Tom Knakmuhs, P.E.
Assistant City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION AND COMPRISING

NEW PAVING AND UTILITY CONSTRUCTION

IMPROVEMENT DISTRICT NO. BN-21-F

LOCATION:

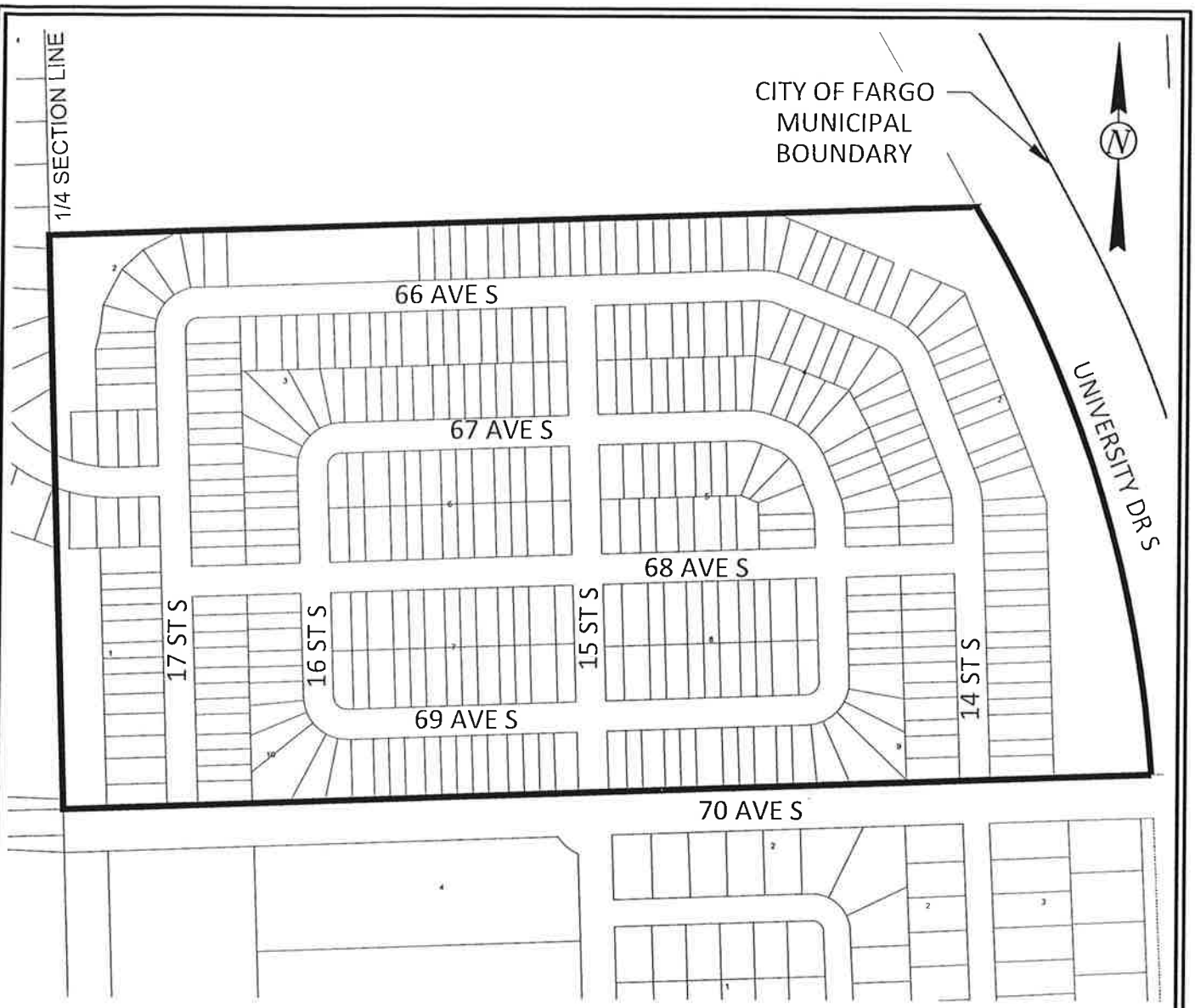
This project is for new construction of underground utilities, asphalt pavement, site grading, and incidentals on 68TH Avenue South from 15th Street South to 150' west of 14th Street South, on 69th Avenue South from 15th Street South to 68th Avenue South, and on 14th Street South from 70th Avenue South to 60' north of 70th Avenue South.

COMPRISING:

Lots 14 through 21, Block 5.
Lots 1 through 22, Block 8.
Lots 12 through 32, Block 9.

All platted within Bison Meadows Second Addition.

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



CITY OF FARGO ENGINEERING
DEPARTMENT

LOCATION & ASSESSMENT AREA

NEW PAVING AND UTILITY CONSTRUCTION

IMPROVEMENT DISTRICT NO. BN-21-F