

FARGO CITY COMMISSION AGENDA
Monday, July 25, 2022 - 5:00 p.m.

Executive Session at 4:00 p.m.

Roll Call.

PLEASE NOTE: The City of Fargo Board of City Commissioners will convene at 4:00 p.m. and retire into Executive Session for the purpose of attorney consultation to discuss ongoing negotiations regarding the Roers-Newman Block Property - Tax Increment Financing District No. 2019-02. The Executive Session will allow discussion of negotiating strategy and to provide negotiating instructions to the City Attorney or other negotiator with respect to the Developer Agreement at issue. Any negotiation between the City and the Developer has financial implications and to discuss this matter in an open meeting will have a negative fiscal effect on the bargaining and/or potential litigation position of the city. Thus, an Executive Session for this matter is authorized pursuant to North Dakota Century Code § 44-04-19.1 subsections 2 and 9.

Regular Meeting at 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, July 11, 2022 and Special Meeting, June 28, 2022).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Letter of Undertaking with Great Plains Block 3 Holdings, LLC.
- 2. Applications for Games of Chance:
 - a. Hope Blooms for a raffle board on 8/11/22.
 - b. Fargo North High School for a calendar raffle from 11/24/22 through 2/28/23.
 - c. Fargo North High School for a calendar raffle from 8/1/22 through 6/1/23.
 - d. Legacy Children’s Foundation for a raffle on 8/15/22.
 - e. Fargo Davies High School for a calendar raffle from 8/16/22 through 5/23/23.
 - f. Fargo Davies High School for a calendar raffle from 11/22/22 through 2/11/23.
 - g. Holy Spirit Catholic Church for bingo, raffle and calendar raffle from 9/11/22 through 10/9/22.
 - h. Knights of Columbus 4th Degree Assembly 788 for a raffle on 2/20/23.
 - i. YMCA of Cass Clay Counties for a raffle board on 8/2/22.
- 3. Agreement for Special Improvements with LaVerne A. Montplaisir Family Trust and Montplaisir Ag and Rental LLP.
- 4. First Amendment to the Granicus Service Agreement with Granicus, LLC.

5. Contract and bond for Project No. FM-22-B1.
6. Creation of Project No. UR-22-C1 and include it in the 2022 Capital Improvement Plan.
7. Bid award for Project No. UR-22-B1.
8. Memorandum of Offer to Landowner for a Permanent Easement (Levee and Retaining Wall for Flood Control) and Permanent Easement (Storm Sewer) with Denise M. Thompson (Project No. FM-19-C).
9. Memorandum of Offer to Landowner for a Permanent Easement (Levee and Retaining Wall for Flood Control), Permanent Easement (Storm Sewer) and Easement (Temporary Construction Easement) with Kathleen Bocovich and William Dickson co-personal representatives of Mary Jane Dickson (Project No. FM-19-C).
10. Storm Sewer Easement Payment Form with Dalton P. and Gabriela J. Yagow.
11. Reallocation of funds in the amount of \$137,500.00 for the Newman Outdoor Field repairs, pending approval by the Finance Committee.
12. Sole Source Procurement in the amount of \$51,908.24 with Christiansons Business Furniture for furniture at the Mercantile PD Substation and Interstate Parking offices, pending approval by the Finance Committee (SSP21082).
13. Receive and file General Fund-Budget to Actual through June 2022 (unaudited).
14. State Water Commission request for cost reimbursement for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project in the amount of \$1,224,134.73.
15. Notice of Grant Award from the ND Department of Health for Women's Way (CFDA #93.898).
16. Notice of Grant Award from the ND Department of Commerce/DCS for the Emergency Solutions Grant (CFDA #14.231).
17. Contract with JLG Architects for the Fargo Public Library Facilities Master Planning.
18. Inter-local Agreement with Cass County and allocation of the 2022 Edward Byrne Memorial Justice Grant (JAG) Program Funding (CFDA #16.738).
19. Bid award for fuel purchasing in the 1st and 2nd Quarters of 2023 (RFV23003).
20. Public Transportation Agency Safety Plan.
21. North Dakota Department of Transportation State Aid for Public Transit Agreement.
22. Bills.
23. Change Order Nos. 38-40 in the amount of \$28,019.70 and three-day calendar time extension to Improvement District No. BN-19-A2.
24. Change Order No. 2 in the amount of \$69,910.00 for Improvement District No. BN-21-A0.
25. Change Order No. 1 in the amount of \$120,385.00 and time extension for Milestone No. 2 adjusting the completion date to 9/28/22 for Improvement District No. BN-22-A1.

Change Order No. 1 in the amount of \$50,197.73 and time extension to the substantial and final completion dates to 8/8/22 and 9/8/22 for Improvement District No. BN-22-B1.

27. Change Order No. 1 in the amount of \$2,665.00 and time extension to the substantial and final completion dates to 9/28/22 and 10/26/22 for Improvement District No. BR-22-F1.
28. Create Improvement District No. BN-22-C.

REGULAR AGENDA:

29. **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).**
30. ***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**
 - a. Urban Plains by Brandt First Addition (2901 Uptown Way South); approval recommended by the Planning Commission on 7/5/22:
 1. Zoning Change to repeal and re-establish a C-O, Conditional Overlay in the LC, Limited Commercial zoning district.
 2. 1st reading of rezoning Ordinance.
31. Request for Resolution of Necessity for acquisition easements for the properties at 131 South Woodcrest Drive North, 137 South Woodcrest Drive North and 149 South Woodcrest Drive North.
32. Recommendation to create a fact sheet and modify the process to require residents to contact Engineering prior to starting work on sanitary sewer repairs.
33. Request from Commissioner Strand to direct the City Attorney to draft a Resolution for an Amendment to the Home Rule Charter to add two Commissioners to the Board of City Commissioners.
34. Recommendation for the City Administrator selection process .
35. Recommendation to direct the Engineering Department to amend the Documented CatEx and present a Change Order to the contract for the 32nd Avenue Reconstruction project to include a right turn lane onto 25th Street.
36. Request for an extension to the Compliance Order for 717 3rd Avenue North (Beebe House).
37. Recommendations for the Sidewalk Entertainer, Pushcart Vendors and Noise Ordinances .
38. Application for Property Tax Exemptions for Improvements Made to Buildings for Bunnie R. Messelt T/O/D, 3302 11th Street South (5 year).
39. Liaison Commissioner Assignment Updates.

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

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

Erik R. Johnson
City of Fargo
Assistant City Attorney

①

July 21, 2022

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

RE: Authorize commencement of the vacation of south 30.5 feet of right of way for Fifth Avenue North (between 2nd and 3rd Street) – related to sale and development of former Fargo Public Schools property – letter of undertaking

Dear Commissioners,

This relates to the downtown development of the former Fargo Public Schools property, previously acted upon by the City Commission. We seek your authorization for city staff to commence the vacation of the south 30.5 feet of the right of way for 5th Avenue North between 3rd Street and 2nd Street and your approval of the enclosed letter of undertaking. Fifth Avenue North in the downtown area has not been used as an actual roadway for at least 100 years. The 5th Avenue right-of-way has been partially occupied by railroad tracks (BNSF and its predecessors—the Great Northern R.R. and before that, the St. Paul, Minneapolis, and Manitoba Railway Company) as a result of a franchise granted by the City of Fargo in 1882. The south 30.5 feet of the ROW has never been occupied by railroad but is technically still part of the 5th Avenue North right-of-way. This vacation is necessary in order for the City to complete its obligations for the development of the adjacent City-owned property to the south—the property previously owned by the Fargo Public Schools.

Background. At your June 13, 2022, meeting you approved the sale to Great Plains Block 3 Holdings, LLC (“GPB3 Holdings”) of City-owned property located at 419 3rd Street North. The property had been owned and occupied by the Fargo Public Schools for many years as a warehouse, maintenance or carpentry shop and kitchen facility. The City-approved development by GPB3 Holdings is for a 100+ unit apartment building that will encompass the adjacent property to the south (at 225 4th Avenue North). This property was acquired from Fargo Schools as part of the FM flood diversion project so that 2nd Street North could be repositioned to accommodate installation of the 2nd Street floodwall. The Diversion Project (acting through the Cass County Joint Water Resource District) conveyed the remaining portion of the school property—including the south 30.5-foot strip of the 5th Avenue ROW—to the City of Fargo. The City’s development agreement with GPB3 Holdings contemplates the sale of the

Letter to City Commission
Page 2

419 3rd Street North property including the vacated 30.5 feet of 5th Avenue North. Although the City's title of the 30.5-foot strip has been insured by title insurance coverage, it is appropriate to pursue actual vacation of the 30.5-foot strip of right-of-way. The vacation process is outlined by North Dakota state law and the City will follow the appropriate process for doing so—a process that includes submission of a signed petition, public hearing notice and, ultimately, a decision by the City Commission. At this stage of things, your approval is sought to authorize City staff to start the ball moving forward in the process and to authorize the Mayor's signature on the enclosed letter of undertaking that will facilitate continuation of title insurance coverage of the 30.5-foot strip.

SUGGESTED MOTION: I move to authorize the City staff to undertake the vacation of the south 30.5 feet of the right of way for 5th Avenue North between 3rd Street and 2nd Street as described and to authorize the issuance of the proposed letter of undertaking.

Sincerely,

A handwritten signature in black ink, appearing to read 'Erik R. Johnson', written over a faint circular stamp or watermark.

Erik R. Johnson
Assistant City Attorney

Enclosure

LETTER OF UNDERTAKING

[date]

TO: The Title Company
Stewart Title Guaranty Company

City of Fargo, a North Dakota municipal corporation ("Seller"), is selling, and Great Plains Block 3 Holdings, LLC ("Buyer") is purchasing, certain real property commonly identified as 419 3rd St N, Fargo, ND, and legally described in Schedule A of the ALTA Title Insurance Commitment issued by Stewart Title Guaranty Company, File No. 264008 ("Commitment"), and attached hereto (herein the "Subject Property").

The legal description for the Subject Property contains a reference to vacated 5th Avenue South, however, 5th Avenue South remains a publicly dedicated road. The Commitment contains a requirement for a vacation plat vacating 5th Avenue, which is adjacent to the Subject Property. Said vacation plat is in process, but the parties desire to close the transaction before the vacation plat is completed. Additionally, the Subject Property is subject to a franchise ordinance in favor of BNSF Railroad. Seller is in the process of amending said franchise ordinance to remove the Subject Property.

The Title Company and Stewart Title Guaranty Company agree to complete the closing of the purchase/sale transaction referenced in the first paragraph above, provided that Seller's legal counsel issues this Letter of Undertaking on behalf of the Seller.

Seller, through its legal counsel, agrees, therefore, that it shall promptly commence proceedings to process and record a vacation plat of 5th Avenue South and to amend the franchise ordinance to remove the Subject Property.

Notwithstanding the above, it is agreed that Seller shall be responsible for and shall pay the attorneys' fees and costs relating to the completion of this Letter of Undertaking and the recording of instruments relating to the same, irrespective of the amount to be deposited into and held in escrow, if any.

Seller, Seller's legal counsel, and Buyer have affixed their signatures to this Letter of Undertaking effective the _____ day of _____, 2022

SELLER:

City of Fargo, a North Dakota municipal corporation

By: _____
Its: _____

SELLER'S LEGAL COUNSEL:

By: _____
Its: _____

BUYER:

Great Plains Block 3 Holdings, LLC

By: _____
Its: _____



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

2a

\$25.00
 V1037
 7-7-22

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

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

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

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

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

Name of Organization or Group of People permit is issued to Hope Blooms	Dates of Activity 8/11/2022	If raffle, provide drawing date 8/11/2022	
Organization or Group Contact Person Kelly Krenzel	Title or Position Executive director/founder	Telephone Number 701-491-8821	
Business Address 758 34th St. N., Suite O	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different) PO Box 9705	City Fargo	State ND	ZIP Code 58106
Site Name (where gaming will be conducted) Avalon Events Center			
Site Address 2525 9th Ave S	City Fargo	ZIP Code 58103	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Square raffle	Gift certificate for 100 units of Botox to The Vanity Bar - equivalent to one year of Botox services. All proceeds benefit Hope Blooms. This is for our annual Belles & Blooms fundraiser event on Aug. 11.	\$1,300
Total (limit \$40,000 per year)		\$1,300

Intended Uses of Gaming Proceeds
 All proceeds benefit Hope Blooms, a local-nonprofit organization. *Supplies to create flower arrangements for elderly care clients*

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

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

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

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

Organization or Group Contact Person

Name Kelly Krenzel	Title Executive Director	Telephone Number 701-220-2931	E-mail Address kelly@hopeblooms.org
Signature of Organization or Group's Top Official <i>[Signature]</i>		Title Executive Director	Date 7-6-2022



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

25.00
 CC
 7/11/22

(26)

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

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

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

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

Name of Organization or Group of People permit is issued to Fargo North High School	Dates of Activity 11-24-22 - 2-28-2023	If raffle, provide drawing date See Attached Schedule	
Organization or Group Contact Person Dan Shultis	Title or Position Activities Coordinator	Telephone Number 701-446-2407	
Business Address 801 17th Ave North	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Fargo Coliseum			
Site Address 801 17th Ave North	City Fargo	ZIP Code 58102	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	20 Occurances	
Total (limit \$40,000 per year)		3,000

Intended Uses of Gaming Proceeds
Athletic Program Funding

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

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

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)
 No Yes - Total Retail Value: 37,000 (This amount is part of the total prize limit of \$40,000 per year)

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

Organization or Group Contact Person

Name Dan Shultis	Title Activities Coordinator	Telephone Number 701-446-2407	E-mail Address shultid@fargo.k12.nd.us
Signature of Organization or Group's Top Official <i>Dan Shultis</i>		Title Activities Coordinator	Date 7-11-2022



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

25.00
 CC
 7/11/22

20

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

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

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

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

Name of Organization or Group of People permit is issued to Fargo North High School	Dates of Activity 8-1-2022 - 6-1-2023	If raffle, provide drawing date See Attached Schedule	
Organization or Group Contact Person Dan Shultis	Title or Position Activities Coordinator	Telephone Number 701-446-2407	
Business Address 801 17th Ave North	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Fargo North High School			
Site Address 801 17th Ave North	City Fargo	ZIP Code 58102	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	60 plus events	
Total (limit \$40,000 per year)		37,000

Intended Uses of Gaming Proceeds
 Athletic Program Funding

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

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

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

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

Organization or Group Contact Person

Name Dan Shultis	Title Activities Coordinator	Telephone Number 701-446-2407	E-mail Address shultid@fargo.k12.nd.us
Signature of Organization or Group's Top Official 		Title Activities Coordinator	Date 7-11-2022



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

2d

cc
 25.00
 7/13/22

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

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

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

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

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

Name of Organization or Group of People permit is issued to Legacy Children's Foundation		Dates of Activity August 15, 2022		If raffle, provide drawing date August 15, 2022	
Organization or Group Contact Person Mary Jean Dehne		Title or Position Development Director		Telephone Number 701793 7600	
Business Address 725 28th St N		City Fargo		State ND	ZIP Code 58102
Mailing Address (if different)		City		State	ZIP Code
Site Name (where gaming will be conducted) Edgewood Golf Course					
Site Address 19 Golf Course Ave N		City Fargo		ZIP Code 58102	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	Golf Putter	\$250
Raffle	Yeti Cooler	\$250
Raffle	50/50	\$1000
Total (limit \$40,000 per year)		\$1500

Intended Uses of Gaming Proceeds

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

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

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)
 No Yes - Total Retail Value: 3,010.00 (This amount is part of the total prize limit of \$40,000 per year)

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

Organization or Group Contact Person

Name Mary Jean Dehne	Title Development Director	Telephone Number 701 793 7600	E-mail Address legacychildrensfoundation@gmail.com
Signature of Organization or Group's Top Official 		Title Development Director	Date 7/13/22



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

(2e)

V3325
 25.00
 7/13/22

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

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

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

Name of Organization or Group of People permit is issued to <i>Fargo Davies High School</i>	Dates of Activity <i>8-16-22 to 5-23-23</i>	If raffle, provide drawing date	
Organization or Group Contact Person <i>Lenny Oehlhouse</i>	Title or Position <i>AD</i>	Telephone Number <i>701.446.5608</i>	
Business Address <i>7150 25th St S</i>	City <i>Fargo</i>	State <i>ND</i>	ZIP Code <i>58104</i>
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) <i>Davies Campus</i>			
Site Address <i>7150 25th St S</i>	City <i>Fargo</i>	ZIP Code <i>58104</i>	County <i>Carr</i>

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
<i>50/50 Raffle</i>	<i>1/2 money collected</i>	

Add Row Delete Row

Total (limit \$40,000 per year) *10,000*

Intended Uses of Gaming Proceeds
Fundraising

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

Yes No

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

Yes No

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

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

Organization or Group Contact Person

Name <i>Lenny Oehlhouse</i>	Title <i>AD</i>	Telephone Number <i>701.446.5608</i>	E-mail Address <i>oehlhouse1@fargo.k12.nd.us</i>
Signature of Organization or Group's Top Official <i>Lenny Oehlhouse</i>		Title <i>AD</i>	Date <i>7-13-22</i>



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

(2f)

13326
25.00
7/13/22

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be Conducted

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

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

Name of Organization or Group of People permit is issued to <i>Fargo Davies High School</i>		Dates of Activity <i>11-22 to 2-11-23</i>		If raffle, provide drawing date	
Organization or Group Contact Person <i>Lenny Ohlhauser</i>		Title or Position <i>AD</i>		Telephone Number <i>701.446.5608</i>	
Business Address <i>7150 25th St S</i>		City <i>Fargo</i>		State <i>ND</i>	ZIP Code <i>58104</i>
Mailing Address (if different)		City		State	ZIP Code
Site Name (where gaming will be conducted) <i>Scheels Avenu @ 5225 31st Ave</i>					
Site Address <i>Fargo 5225 31st Ave</i>		City <i>Fargo</i>		ZIP Code <i>58108</i>	County <i>Cass</i>

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
<i>50/50 RAFFLE</i>	<i>1/2 money collected</i>	

Add Row

Delete Row

Total (limit \$40,000 per year) *\$4,000*

Intended Uses of Gaming Proceeds *Fundraising*

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

Yes No

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

Yes No

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

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

Organization or Group Contact Person

Name <i>Lenny Ohlhauser</i>	Title <i>AD</i>	Telephone Number <i>701.446.5608</i>	E-mail Address <i>ohlhauser@fargo.k12.nd.us</i>
Signature of Organization or Group's Top Official <i>Lenny Ohlhauser</i>		Title <i>AD</i>	Date <i>20 7-13-22</i>



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

2cp

\$25.00
V3006
7-18-22

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

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

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

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

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

Name of Organization or Group of People permit is issued to <i>Holy Spirit Catholic Church</i>	Dates of Activity <i>9-11-22 - 10-9-22</i>	If raffle, provide drawing date <i>9-14-22 10-10-22</i>	
Organization or Group Contact Person <i>Barbara Stenberg</i>	Title or Position <i>Bus mgr</i>	Telephone Number <i>701-232-5900</i>	
Business Address <i>1420 - 7th St N</i>	City <i>Fargo</i>	State <i>ND</i>	ZIP Code <i>58102</i>
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) <i>Holy Spirit Catholic Church</i>			
Site Address <i>1420 7th St N</i>	City <i>Fargo</i>	ZIP Code <i>58102</i>	County <i>Cass</i>

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	Cash	1800
Raffle	Cash	200
Raffle	Cash	500
Raffle	Cash	250
- Bingo	4 week winners Bingo Turkeys	200
Total (limit \$40,000 per year)		3150

Intended Uses of Gaming Proceeds
Help individuals in their family

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

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

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

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

Organization or Group Contact Person

Name <i>Barbara Stenberg</i>	Title <i>Bus mgr</i>	Telephone Number <i>701 232-5900</i>	E-mail Address <i>barb@holyspiritfargo.com</i>
Signature of Organization or Group's Top Official <i>Barbara Stenberg</i>		Title <i>Bus mgr</i>	Date <i>7-14-22</i>

\$25.00
7-21-22



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

(2h)

Applying for (check one)
 Local Permit Restricted Event Permit*
 Games to be Conducted Raffle by a Political or Legislative District Party
 Bingo Raffle Raffle Board Calendar Raffle Sports Pool Poker* Twenty-One* Paddlewheels*

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

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

Name of Organization or Group of People permit is issued to <i>Knights of Columbus 444 Degree Assembly 7887</i>		Dates of Activity <i>7-20-23</i>	
Organization or Group Contact Person <i>John A. Herlick</i>		Title or Position <i>Raffle Chairman</i>	
Business Address <i>104 Meadowlark Lane N</i>		City <i>Fargo</i>	State <i>ND</i>
Mailing Address (if different)		City	State
Site Name (where gaming will be conducted) <i>Social Hall of St. Mary's Cathedral</i>		City <i>Fargo ND</i>	ZIP Code <i>58102</i>
Site Address <i>614 - 104 604 Broadway N</i>		City <i>Fargo ND</i>	ZIP Code <i>58102</i>
		County <i>Cass</i>	

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
<i>Raffle</i>	<i>Cash</i>	<i>\$1,485.00</i>
Total (limit \$40,000 per year)		<i>\$1,485.00</i>

Intended Uses of Gaming Proceeds
Charities and Scholarships

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

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

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

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

Organization or Group Contact Person

Name <i>John Herlick</i>	Title	Telephone Number <i>701 412 6776</i>	E-mail Address <i>john.herlick@gmail.com</i>
Signature of Organization or Group's Top Official <i>John Herlick</i>		Title <i>Raffle Chairman</i>	Date <i>7-20-22</i>



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

cc
 25.00
 7/21/22

(21)

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

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

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

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

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

Name of Organization or Group of People permit is issued to <i>YMCA of Cass & Clay Counties</i>		Dates of Activity		If raffle, provide drawing date <i>Aug 2nd, 2022</i>	
Organization or Group Contact Person <i>Ashleigh Ackley</i>		Title or Position <i>Annual Campaign & Development Director</i>		Telephone Number <i>701 364 4120</i>	
Business Address <i>400 1st Ave S</i>		City <i>Fargo</i>		State <i>ND</i>	ZIP Code <i>58103</i>
Mailing Address (if different)		City		State	ZIP Code
Site Name (where gaming will be conducted) <i>Edgewood Golf Course</i>					
Site Address <i>19 Golf Course Rd</i>		City <i>Fargo</i>		ZIP Code <i>58102</i>	County <i>Cass</i>

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
<i>Raffle Board</i>	<i>50/50 Board Square Raffle</i>	<i>\$ 625.00</i>
Total (limit \$40,000 per year)		<i>\$ 625.00</i>

Intended Uses of Gaming Proceeds

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

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

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)
 No Yes - Total Retail Value: *\$2920.00* (This amount is part of the total prize limit of \$40,000 per year)

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

Organization or Group Contact Person

Name <i>Ashleigh Ackley</i>	Title <i>Annual Campaign & Development Director</i>	Telephone Number <i>701 364 4120</i>	E-mail Address <i>ashleigh.ackley@ymcassclay.org</i>
Signature of Organization or Group's Top Official <i>[Signature]</i>		Title <i>President and CEO</i>	Date <i>7/7/2022</i>

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MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Agreement for Special Improvements – Laverne's 2nd Addition.

DATE: July 20, 2022

LaVerne A. Montplaisir Family Trust and Montplaisir Ag and Rental LLP has requested municipal improvements in Laverne's 2nd Addition. Attached is the Agreement for Special Improvements relating to improvement district #BN-22-C. LaVerne A. Montplaisir Family Trust and Montplaisir Ag and Rental LLP has executed this agreement and will provide the necessary Letter of Credit.

Recommended Motion:

Approve the agreement for special improvements between the City of Fargo and LaVerne A. Montplaisir Family Trust and Montplaisir Ag and Rental LLP for municipal improvements in Laverne's 2nd Addition Improvement District #BN-22-C.

AGREEMENT FOR SPECIAL IMPROVEMENTS

THIS AGREEMENT, Made and entered into this 20 day of 2022, 2022, by and between THE CITY OF FARGO, a municipal corporation, hereinafter "CITY"; and LaVerne A. Montplaisir Family Trust and Montplaisir Ag and Rental LLP of Fargo, ND, hereinafter "DEVELOPER",

WHEREAS, DEVELOPER has made request of CITY for Sanitary Sewer, Water Main, Storm Sewer and Incidentals and Concrete Curb & Gutter, Asphalt Paving, Street Lights and Incidentals hereinafter "Utilities", in Laverne's 2nd Addition, hereinafter "Development";

WHEREAS, CITY has approved the installation of utilities in the development with certain conditions and requirements; and

WHEREAS, CITY will create Special Improvement District Number BN-22-C, hereinafter "SID #BN-22-C", for the purpose of constructing said utilities; and

WHEREAS, a promise to pay the suitable security is required of DEVELOPER by CITY in order to insure payment of special assessments which will result from said utilities; and,

WHEREAS, DEVELOPER has agreed to pay said special assessments and to provide security therefor,

NOW, THEREFORE, It is hereby agreed by and between the parties as follows:

1. CITY agrees to create SID #BN-22-C for purpose of constructing utilities in the development, to finance said utilities through its municipal bonding authority, and to levy special assessments against said property for the payment of the bonds sold to finance the utilities.

2. Subsequent to the execution of this Agreement and prior to the award of a contract for construction of the utilities, DEVELOPER agrees to furnish to CITY, cash or other security in an amount equal to 33% of the estimated costs for the construction of said utilities (as determined by CITY); said cash or other security to be retained and utilized by CITY pursuant to this Agreement or to be returned to DEVELOPER upon satisfaction of all of the terms and conditions of this agreement as hereinafter provided. The security, other than cash, which is furnished to CITY may be certificates of deposit, negotiable instruments, or a letter of credit, provided that the form and sufficiency thereof shall be subject to the approval of CITY, and CITY may, in its sole discretion, accept or reject the form of security which is offered by DEVELOPER.

3. DEVELOPER shall have the right to cancel this agreement at any time prior to the award of a contract for construction of the utilities; provided, that written notice of such cancellation shall be delivered to CITY at least 72 hours prior to the time scheduled for such contract award and provided further, that DEVELOPER pays to CITY, at the time of delivery of such written notice, an amount which is equal to 0.5% of the estimated costs for the construction

of said utilities (as determined by CITY) or \$1,000, whichever is greater. The parties hereto understand and agree that CITY has incurred substantial administrative, engineering and other expenses for preparation of plans, solicitation of bids and other tasks and that the amount of such expenses would be impossible to ascertain with certainty and that the cancellation payment as hereinabove provided constitutes liquidated damages and is fair and reasonable compensation for such expenses. It is further understood and agreed that in the event that DEVELOPER cancels this agreement without making payments as hereinabove provided, CITY may draw upon the letter of credit or other security which has been furnished pursuant to paragraph 2 of this agreement for such liquidated damages.

4. DEVELOPER agrees, for and on behalf of itself and its successors and assigns, to pay on or before March 1 of each year, the current annual installment of special assessments and any accrued penalties on each and every unimproved lot located in the development. It is understood and agreed that a transfer of any of said lots from DEVELOPER to third parties shall not relieve DEVELOPER of its obligation to pay annual installments of special assessments as hereinabove set forth. It is provided, however, that if transferee furnishes cash or other security (as hereinbefore defined) for the lot or lots acquired, the DEVELOPER's security may be correspondingly reduced. Making arrangements for and obtaining such letter of credit shall be the responsibility of the DEVELOPER. The intent of this proviso on substitute security is that the CITY is protected to the same level as the original letter of credit provided.

5. A letter of credit which is furnished as security by DEVELOPER pursuant to paragraph 2 above shall be irrevocable without the express written consent of CITY. Provided that the letter of credit may provide that it will expire 60 days after written notice is given to CITY by certified mail, return receipt requested.

6. In the event that DEVELOPER, or its successor, fails to pay on or before March 1 of each year, annual installments of special assessments and any accrued penalties as provided in paragraph 4 above, CITY may utilize the cash or other security which has been furnished to CITY, or may draw upon the letter of credit, and apply said funds to pay all or part of the special assessments and accrued penalties which have been levied against said property but have not been certified for collection. Any amount remaining after payment of all uncertified special assessments may, in the discretion of CITY, be retained for future use pursuant to this Agreement or may be applied to current annual installments of special assessments. Provided, that CITY shall not utilize the cash or other security, or draw upon the letter of credit without first giving DEVELOPER 30 days' written notice of its intent to do so.

7. In the event that DEVELOPER fails to pay on or before March 1 of each year, annual installments of special assessments as provided in paragraph 4 above, and if the amount of cash or other security which has been furnished to CITY is not sufficient to pay all special assessments which have been levied against said property, whether or not said assessments have been certified for collection, CITY shall have a cause of action against DEVELOPER, and any guarantor of DEVELOPER for the remaining balance of all unpaid special assessments on all unimproved lots located in the development.

The parties hereto understand and agree that this Agreement is made as an inducement for installation of utilities in the development by CITY and that the remedy provided herein is in addition to any and all statutory remedies provided for collection of delinquent taxes and special assessments.

8. Upon improvement of all lots located in the development, or upon payment of the entire balance of special assessments levied against said property, whether certified for collection or not, CITY shall return to DEVELOPER, any cash or other security which has been furnished to CITY, or any remaining and unused portion thereof, however, the security deposit will be reduced once the unpaid balance of the special assessments of the un-improved lots is less than the security. It is specifically understood and agreed that "improvement" means issuance of a permit for construction of a building such as a house, apartment building, office building or commercial structure or other principal building reflecting the intended use of the property. Construction of a garage, storage building or other accessory type structure shall not constitute "improvement" of a lot pursuant to this Agreement, unless such accessory-type structure is a significant or necessarily-associated accessory to a principal structure located upon a contiguous lot under common ownership as part of a multi-lot project. In addition, "improvement" is deemed accomplished if (a) the bare lot is contiguous to a lot containing a principal structure under common ownership; (b) the bare lot is part of a multi-lot project; and (c) the project plans as filed with the City indicate that the bare lot is to remain unimproved indefinitely as a part of the project in which case, the proper documentation must be prepared, executed and recorded by the owner stating that the unimproved lot is to be considered a portion of the developed or improved lot.

9. In the event of expiration of the letter of credit upon written notice as provide in paragraph 5 of this Agreement, if any lots in the development are not improved or if all special assessments are not paid, all as set forth in paragraph 8 above, then, and in that event, CITY may draw upon the letter of credit and the proceeds thereof shall be applied first toward unpaid special assessments levied against said property which have not been certified for collection. Any amount remaining after application of funds to uncertified special assessments shall be applied to special assessments which have been certified for collection. It shall be in the sole discretion of CITY whether any remaining funds shall be applied uniformly to all unimproved lots in said development, or selectively to any particular lot or lots. If the amount of cash available from the letter of credit is not sufficient to pay all special assessments on all unimproved lots in the development, CITY shall have a cause of action against DEVELOPER, or any guarantor of DEVELOPER, for the deficiency, all as provided in paragraph 7 hereof.

10. DEVELOPER hereby agrees to indemnify the CITY for any expenses involved in the enforcement of this Agreement, including, but not limited to, reasonable attorneys fees and costs.

11. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Transfer or conveyance of any or all of the lots in the development shall not relieve DEVELOPER of any of its responsibility under the terms of this Agreement. This Agreement shall be deemed to be separable, and the failure of any of its terms shall not constitute

failure of the remaining terms of the Agreement, and the terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of North Dakota.

Dated the day and year first above written.

THE CITY OF FARGO, a municipal corporation

By _____
Timothy Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

DEVELOPER

By Penny Montplaisir
Its Trustee & General Partner
Laverne A. Montplaisir Family Trust and
Montplaisir Ag and Rental LLP



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Executive Assistant Kember Anderson
Fargo City Hall
225 4th Street North
Fargo, ND 58102-4817
Phone: 701.241.8572 | Fax: 701.476.4136
Email: KAnderson@FargoND.gov
www.FargoND.gov

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: EXECUTIVE ASSISTANT KEMBER ANDERSON

DATE: JULY 25, 2022

SUBJECT: AMENDMENT TO SERVICE AGREEMENT WITH GRANICUS, LLC

Recently the City of Fargo approved the purchase of Agenda and Meeting Management Software from Granicus, LLC.

For ease of purchasing the City asked that the Agreement be prorated for 2022 and the start of year two to begin on January 1, 2023.

The Amendment is attached for your consideration.

RECOMMENDED MOTION: To approve the First Amendment to the Granicus Service Agreement with Granicus, LLC.



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

Amendment
Prepared for
Fargo ND

First Amendment to the Granicus Service Agreement between Granicus, LLC and Fargo ND

This First Amendment to the Granicus, LLC Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and Fargo ND (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 4/4/2022 (the "Agreement"); and

WHEREAS, the Client and Granicus wish to update the Period of Performance; and

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. The Period of Performance is revised to read: "This Agreement begins on 4/4/2022 and continues through 12/31/2022 and will renew for 24 months thereafter."
2. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
3. In the event of any inconsistency between the provisions of this First Amendment and the documents comprising the Agreement, the provisions of this First Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Fargo ND
By: _____
Name: _____
Title: _____
Date: _____

Granicus
By: _____
Name: _____
Title: _____
Date: _____

Attest
By: _____
Name: _____
Title: _____
Date: _____



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Exhibit A
Prepared for
Fargo ND

Exhibit A

ORDER DETAILS

Prepared By: Bryan Kim
Phone:
Email: bryan.kim@granicus.com
Order #: Q-208704
Prepared On: 06/13/2022
Expires On: 01/10/2022

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)



PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Legistar - Setup & Configuration	Upon Delivery	1 Each	\$9,500.00
Legistar - Onsite Training	Upon Delivery	3 Days	\$3,600.00
Legistar Administration Group Training	Upon Delivery	2 Hours	\$450.00
GovMeetings Live Cast Setup and Config	Up Front	1 Each	\$0.00
Encoding Appliance HDW - WOWZA Live Cast	Upon Delivery	1 Each	\$1,850.00
Boards and Commissions - Setup & Configuration	Up Front	1 Each	\$2,250.00
Boards and Commissions Online Group Training	Upon Delivery	1 Hours	\$0.00
Open Platform - Setup and Configuration	Up Front	1 Hours	\$0.00
Send Agenda (Legistar) Set up and Config	Up Front	1 Each	\$0.00
Legistar - Laserfiche Connector - Setup	Upon Delivery	1 Each	\$0.00
Granicus Live Cast Encoder Setup and Configuration	Up Front	1 Each	\$0.00
US Shipping Charge C - Large Item	Upon Delivery	1 Each	\$0.00
Open Platform - Setup and Configuration	Up Front	1 Hours	\$0.00
Open Platform - Setup and Configuration	Up Front	1 Hours	\$0.00
govDelivery for Integrations Set Up and Config	Up Front	1 Each	\$0.00
SUBTOTAL:			\$17,650.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Legistar	Annual	1 Each	\$12,936.00
GovMeetings Live Cast	Annual	1 Each	\$8,352.00
Boards and Commissions	Annual	1 Each	\$9,000.00
Open Platform Suite	Annual	1 Each	\$0.00
Send Agenda (Legistar)	Annual	1 Each	\$0.00
Legistar Add-On - Laserfiche Integration	Annual	1 Each	\$1,200.00
Granicus Live Cast Encoding Software	Annual	1 Each	\$1,500.00
Open Platform Suite	Annual	1 Each	\$0.00
Open Platform Suite	Annual	1 Each	\$0.00
govDelivery for Integrations	Annual	1 Each	\$0.00
SUBTOTAL:			\$32,988.00

**New Subscription Fees will be prorated for the period 4/4/2022-12/31/2022.*

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Legistar	\$13,841.52	\$14,810.43
GovMeetings Live Cast	\$8,936.64	\$9,562.20
Boards and Commissions	\$9,630.00	\$10,304.10
Open Platform Suite	\$0.00	\$0.00
Send Agenda (Legistar)	\$0.00	\$0.00
Legistar Add-On - Laserfiche Integration	\$1,284.00	\$1,373.88
Granicus Live Cast Encoding Software	\$1,605.00	\$1,717.35
Open Platform Suite	\$0.00	\$0.00
Open Platform Suite	\$0.00	\$0.00
govDelivery for Integrations	\$0.00	\$0.00
SUBTOTAL:	\$35,297.16	\$37,767.96

PRODUCT DESCRIPTIONS

Solution	Description
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Up to one (1) Legistar database • Up to one (1) InSite web portal
GovMeetings Live Cast	<p>govMeetings LiveCast provides the ability to manage public meetings from anywhere, on almost any device using cloud based software and a Granicus ClearCaster encoder. It will stream public meetings in HD, allow users to live index items, record and publish minutes, and provide archive videos for on-demand viewing.</p>
Boards and Commissions	<p>Boards and Commissions is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the citizen application and appointment to boards process of the clerk's office. Boards and Commissions includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited boards, commissions, committees, and subcommittees • Unlimited storage of citizen applications • Access to up to one (1) Boards and Commissions site • Access to customizable, embeddable iFrame websites for displaying information to citizens • Access to a customizable online citizen application form including board-specific questions • Customizable forms for board details, appointment details, and internal tracking details • Pre-designed document PDFs for applications, board details and rosters, and vacancy reports • Downloadable spreadsheets for easy reporting <p><i>Optional custom templates for document or report generation may also be purchased for an additional fee.</i></p>

Solution	Description
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Send Agenda (Legistar)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
Legistar - Setup & Configuration	Setup and Configuration for Legistar includes: <ul style="list-style-type: none"> • Access to an implementation consultant until project acceptance • Access to existing Web-based recorded trainings around standard account functions and capabilities • Up to five (5) two-hour needs analysis calls with a business analyst • Up to one (1) Standard Agenda and Minutes report template • Configuration of up to one (1) meeting body or type
Legistar Add-On - Laserfiche Integration	Legistar Add-On - Laserfiche Integration is for the Legistar\Laserfiche integration that allows for documents to be imported from Laserfiche to Legistar and for Legistar to export reports\attachments to Laserfiche
Legistar - Onsite Training	Legistar - Onsite Training is for onsite training for Legistar, which allows clients to have a Granicus trainer onsite to show them how to use the system. Onsite Training includes travel, meals and lodging expenses.
Legistar Administration Group Training	Legistar Admin - Online Training is for online training for Legistar Administration, which allows clients to have online sessions with a Granicus trainer to learn how to use the system.
Encoding Appliance HDW - WOWZA Live Cast	WOWZA ClearCaster encoder is the hardware appliance used convert the video feed for video streaming on the web. It also records the video and provides the MP4 file for archive playback.
Granicus Video - Online Training	Granicus Video - Online Training
Granicus Live Cast Encoding Software	Granicus ClearCaster Software will convert the video feed for video streaming on the web which will also record video and provides the MP4 file for archive playback. <i>Only used with the ClearCaster encoder hardware and LiveCast solution.</i>

Solution	Description
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Boards and Commissions - Setup & Configuration	Setup and Configuration for Boards and Commissions includes: <ul style="list-style-type: none"> • Configuration of up to one (1) Boards and Commissions site • Up to one (1) data import of historical legacy data from a previous system into Boards and Commissions
Boards and Commissions Online Group Training	Boards and Commissions - Online Group Training is for Group training of Boards and Commissions, which allows clients to have up to six (6) users participate in online Group sessions with a Granicus trainer and other client users, to learn how to use the system.
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
govDelivery for Integrations	Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Recieve a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network. Note: govDelivery intergrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.
US Shipping Charge C - Large Item	US shipping of a large item
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
Open Platform - Setup and Configuration	Setup and configuration for Open Platform

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(6)

Project No. UR-22-C1

Type: 2022 CIP Revision

Location: 3700 block of S University Dr

Date of Hearing: 7/18/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/25/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Rick Larson</u>

The Committee reviewed a communication from Project Manager, Rick Larson, regarding the creation of Project UR-22-C1 and addition in the 2022 Capital Improvement Plan.

The Engineering Department was contacted by a homeowner regarding settlement of a bike trail and surrounding area on the 3700 block of South University Drive. With the help of Public Works, multiple issues regarding the sanitary sewer have been identified as contributors to the ground settlement at this location. To correct the issues, the following repairs are required:

- Remove and replace 2 sanitary sewer manholes and their connecting pipes.
- Remove, regrade, and replace 100' of 10' wide bike trail.
- Regrade and reseed the area around the repair.

While severe deterioration of the sanitary sewer infrastructure is evident the system is currently operating normally, therefore it is recommended to create a project and bid rather than performing an "Emergency Repair". Completion of this project would be in the fall of 2022. The estimate for this project is \$149,400 and will be funded with Wastewater Utility Funds.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend creation of Project UR-22-C1 to be included in the 2022 Capital Improvement Plan.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve creation of Project UR-22-C1 and add to the 2022 Capital Improvement Plan.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Wastewater Utility Funds

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

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

COMMITTEE

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Steve Dirksen, Fire Chief
 Bruce Grubb, Temporary City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Brenda Derrig, City Engineer
 Terri Gayhart, Finance Director

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

ATTEST:



Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Rick Larson, Project Manager
Date: July 13, 2022
Re: Project No. UR-22-C1 – Utilities Repl/Rehab (Sanitary Sewer Manhole Replacement and Incidentals)

Background:

The Engineering Department was contacted by a homeowner regarding settlement of a bike trail and surrounding area on the 3700 Block of South University Drive. With the help of Public Works, multiple issues regarding the sanitary sewer have been identified as contributors to the ground settlement at this location. Issues include an offset pipe on the 15" Vitrified Clay Pipe (VCP) and deterioration of the inverts and interiors of both sanitary sewer manholes at this location. To correct these issues the following repairs are required:

- Remove and replace 2 sanitary sewer manholes and their connecting pipes.
- Remove, regrade, and replace 100' of 10' wide bike trail.
- Regrade and reseed the area around the repair.

While severe deterioration of the sanitary sewer infrastructure is evident this system is currently operating normally, therefor it is recommended that a project is created and bid rather than performing an "Emergency Repair". Completion of this project would be in the fall of 2022. City staff will incorporate this infrastructure request into the Engineering Capital Improvement Plan if approved. The estimate for this project is \$149,400 and will be funded with Wastewater Utility Funds.

Engineering has contacted Jim Hausauer, Water Reclamation Utility Director, to make the cost estimate for this project known.

Recommended Motion:

Approve request to create Project UR-22-C1 to be included in the 2022 Capital Improvement Plan.

Attachments



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.

UR-22-C1 Sanitary Repair

1:564

7/7/2022 9:39 AM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.





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

July 20, 2022

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. UR-22-B1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, July 20th 2022, for Utility Rehab/Reconstruction, Project No. UR-22-B1, located Site 1: 2701 1 Ave N; Site 2: 4020 12 Ave N; Site 3: Dakota Dr N-Drain 3 Outlet Repair; Site 4: 3402 43 Ave S; Site 5: 4475 7 Ave N LS 12; Site 6: 3201 & 3202 4 Ave S; Site 7: 3 Ave N & 45 St N LS 50; Site 8: 9 Ave S & 45 St S LS 51; Site 9: 40 Ave S & 66 St S LS 69 .

The bids were as follows:

Key Contracting Inc	\$293,057.00
Excavating, Inc - Fargo	\$298,960.75
Master Construction Co Inc	\$321,650.00
Dirt Dynamics	\$327,658.00
Engineers Estimate	\$250,729.00

Private financial security is not needed.

No protests have been recieved.

This office recommends award of the contract to Key Contracting Inc. in the amount of \$293,057.00 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE

Assistant City Engineer

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # UR-22-B1

Utility Rehab/Reconstruction

Various Sites

WHEREAS, bids have been opened and filed for the above described Project 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:

Utility Rehab/Reconstruction Project # UR-22-B1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Site 1-2701 1st Ave N New MH & Pipe Repair					
1	Mobilization	LS	1.00	\$ 3,500.00	\$ 3,500.00
2	Topsoil - Strip & Spread	LS	1.00	\$ 200.00	\$ 200.00
3	Traffic Control - Type 1	LS	1.00	\$ 800.00	\$ 800.00
4	Remove Pipe All Sizes All Types	LF	8.00	\$ 20.00	\$ 160.00
5	Remove Manhole	EA	1.00	\$ 2,400.00	\$ 2,400.00
6	F&I Manhole 5' Dia Reinf Conc	EA	1.00	\$ 9,500.00	\$ 9,500.00
7	F&I Pipe 12" Dia Reinf Conc	LF	8.00	\$ 300.00	\$ 2,400.00
8	F&I Casting - Std Manhole	EA	1.00	\$ 800.00	\$ 800.00
9	Casting to Grade - Blvd	EA	1.00	\$ 400.00	\$ 400.00
10	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	10.00	\$ 24.00	\$ 240.00
11	Seeding Type B	SY	20.00	\$ 10.00	\$ 200.00
12	Mulching Type 1 Hydro	SY	20.00	\$ 10.00	\$ 200.00
13	Inlet Protection - Existing Inlet	EA	2.00	\$ 200.00	\$ 400.00
Site 1-2701 1st Ave N New MH & Pipe Repair Total					\$ 21,200.00
Site 2-4020 12 Ave N Drainage Inlet					
14	Mobilization	LS	1.00	\$ 5,500.00	\$ 5,500.00
15	Topsoil - Strip & Spread	LS	1.00	\$ 500.00	\$ 500.00
16	Topsoil - Import	CY	15.00	\$ 35.00	\$ 525.00
17	Traffic Control - Type 1	LS	1.00	\$ 3,500.00	\$ 3,500.00
18	Rem & Repl Sidewalk 5" Thick Reinf Conc	SY	35.00	\$ 180.00	\$ 6,300.00
19	Rem & Repl Curb & Gutter	LF	35.00	\$ 120.00	\$ 4,200.00
20	F&I Pipe 15" Dia	LF	15.00	\$ 200.00	\$ 3,000.00
21	F&I Inlet - Round (RDI) Reinf Conc	EA	1.00	\$ 5,500.00	\$ 5,500.00
22	F&I Manhole 4' Dia Reinf Conc	EA	1.00	\$ 7,500.00	\$ 7,500.00
23	Casting to Grade - w/Conc	EA	2.00	\$ 550.00	\$ 1,100.00
24	F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	15.00	\$ 24.00	\$ 360.00
25	Seeding Type B	SY	70.00	\$ 15.00	\$ 1,050.00
26	Mulching Type 1 Hydro	SY	70.00	\$ 15.00	\$ 1,050.00
27	Inlet Protection - New Inlet	EA	1.00	\$ 200.00	\$ 200.00
28	Inlet Protection - Existing Inlet	EA	2.00	\$ 200.00	\$ 400.00
29	F&I Controlled Density Fill	CY	10.00	\$ 200.00	\$ 2,000.00
Site 2-4020 12 Ave N Drainage Inlet Total					\$ 42,685.00
Site 3-Dakota Dr N/Drain 3 Outlet Repair					
30	Mobilization	LS	1.00	\$ 5,500.00	\$ 5,500.00

31	Topsoil - Strip & Spread	LS	1.00	\$	500.00	\$	500.00	
32	Traffic Control - Type 1	LS	1.00	\$	500.00	\$	500.00	
33	Rem & Repl Sidewalk 5" Thick Reinf Conc	SY	15.00	\$	180.00	\$	2,700.00	
34	Clean Channel Liner Conc	LS	1.00	\$	900.00	\$	900.00	
35	Repair Pipe 42" Dia	EA	1.00	\$	2,200.00	\$	2,200.00	
36	Repair Pipe 72" Dia	EA	2.00	\$	3,600.00	\$	7,200.00	
37	F&I Controlled Density Fill	CY	100.00	\$	120.00	\$	12,000.00	
38	F&I Curb & Gutter Standard (Type II)	LF	35.00	\$	140.00	\$	4,900.00	
39	Seeding Type B	SY	40.00	\$	15.00	\$	600.00	
40	Mulching Type 1 Hydro	SY	40.00	\$	15.00	\$	600.00	
41	Inlet Protection - Existing Inlet	EA	1.00	\$	200.00	\$	200.00	
Site 3-Dakota Dr N/Drain 3 Outlet Repair Total:							\$	37,800.00
Site 4-3402 43 Ave S Pipe Repair								
42	Mobilization	LS	1.00	\$	500.00	\$	500.00	
43	Topsoil - Strip & Spread	LS	1.00	\$	100.00	\$	100.00	
44	Traffic Control - Type 1	LS	1.00	\$	200.00	\$	200.00	
45	Rem & Repl Sidewalk 5" Thick Reinf Conc	SY	20.00	\$	120.00	\$	2,400.00	
46	Rem & Repl Curb & Gutter	LF	30.00	\$	55.00	\$	1,650.00	
47	F&I Det Warn Panels Cast Iron	SF	8.00	\$	55.00	\$	440.00	
48	Casting to Grade - w/Conc	EA	2.00	\$	550.00	\$	1,100.00	
49	Seeding Type B	SY	50.00	\$	15.00	\$	750.00	
50	Mulching Type 1 Hydro	SY	50.00	\$	15.00	\$	750.00	
51	F&I Pipe 12" Dia	LF	15.00	\$	10.00	\$	150.00	
52	Repair Manhole Floor & Invert	EA	1.00	\$	200.00	\$	200.00	
53	Repair Inlet Floor & Invert	EA	1.00	\$	200.00	\$	200.00	
54	F&I Crushed Conc - 12" Thick	SY	10.00	\$	24.00	\$	240.00	
55	Rem & Repl Pavement 7" Thick Asph	SY	10.00	\$	100.00	\$	1,000.00	
56	Inlet Protection - Existing Inlet	EA	2.00	\$	200.00	\$	400.00	
Site 4-3402 43 Ave S Pipe Repair Total:							\$	10,080.00
Site 5-4475 7 Ave N LS 12 Access								
57	Mobilization	LS	1.00	\$	3,500.00	\$	3,500.00	
58	Topsoil - Strip & Spread	LS	1.00	\$	500.00	\$	500.00	
59	Traffic Control - Type 1	LS	1.00	\$	2,800.00	\$	2,800.00	
60	Site Grading	LS	1.00	\$	1,200.00	\$	1,200.00	
61	Excavate & Haul - Excess Material	CY	175.00	\$	25.00	\$	4,375.00	
62	F&I Woven Geotextile	SY	350.00	\$	4.00	\$	1,400.00	
63	F&I Crushed Conc - 12" Thick	SY	350.00	\$	18.00	\$	6,300.00	
64	Seeding Type B	SY	200.00	\$	10.00	\$	2,000.00	
65	Mulching Type 1 Hydro	SY	200.00	\$	10.00	\$	2,000.00	
66	Sediment Control Log 6" to 8" Dia	LF	30.00	\$	12.00	\$	360.00	
Site 5-4475 7 Ave N LS 12 Access Total:							\$	24,435.00
Site 6-3201 & 3202 4 Ave S Pipe Repair								
67	Mobilization	LS	1.00	\$	5,500.00	\$	5,500.00	
68	Topsoil - Strip & Spread	CY	60.00	\$	12.00	\$	720.00	
69	Fill - Import	CY	70.00	\$	28.00	\$	1,960.00	
70	F&I Type A Repair Band 60" Plus Dia	EA	3.00	\$	18,300.00	\$	54,900.00	
71	Repair Manhole Floor & Invert	EA	1.00	\$	3,900.00	\$	3,900.00	

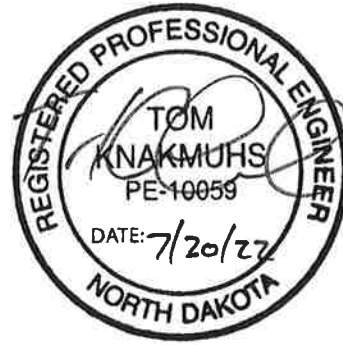
72 Sediment Control Log 6" to 8" Dia	LF	60.00	\$	8.00	\$	480.00
73 Seeding Type B	SY	250.00	\$	6.00	\$	1,500.00
74 Mulching Type 1 Hydro	SY	250.00	\$	6.00	\$	1,500.00
75 Inlet Protection - Existing Inlet	EA	1.00	\$	200.00	\$	200.00
Site 6-3201 & 3202 4 Ave S Pipe Repair Total						\$ 70,660.00
Site 7-3 Ave N & 45 St N LS 50 Access						
76 Mobilization	LS	1.00	\$	1,500.00	\$	1,500.00
77 Topsoil - Strip & Spread	LS	1.00	\$	500.00	\$	500.00
78 Traffic Control - Type 1	LS	1.00	\$	500.00	\$	500.00
79 Site Grading	LS	1.00	\$	1,200.00	\$	1,200.00
80 Excavate & Haul - Excess Material	CY	400.00	\$	18.00	\$	7,200.00
81 F&I Woven Geotextile	SY	300.00	\$	4.00	\$	1,200.00
82 F&I Crushed Conc - 12" Thick	SY	300.00	\$	18.00	\$	5,400.00
83 F&I Pavement 7" Thick Reinf Conc	SY	300.00	\$	94.00	\$	28,200.00
84 Seeding Type B	SY	500.00	\$	4.00	\$	2,000.00
85 Mulching Type 1 Hydro	SY	500.00	\$	4.00	\$	2,000.00
86 Inlet Protection - Existing Inlet	EA	1.00	\$	200.00	\$	200.00
Site 7-3 Ave N & 45 St N LS 50 Access Total						\$ 49,900.00
Site 8-9 Ave S & 45 St S LS 51 Access						
87 Mobilization	LS	1.00	\$	1,500.00	\$	1,500.00
88 Topsoil - Strip & Spread	LS	1.00	\$	200.00	\$	200.00
89 Traffic Control - Type 1	LS	1.00	\$	900.00	\$	900.00
90 Site Grading	LS	1.00	\$	300.00	\$	300.00
91 Excavate & Haul - Excess Material	CY	15.00	\$	38.00	\$	570.00
92 F&I Woven Geotextile	SY	24.00	\$	8.00	\$	192.00
93 F&I Crushed Conc - 12" Thick	SY	24.00	\$	35.00	\$	840.00
94 F&I Pavement 7" Thick Reinf Conc	SY	24.00	\$	160.00	\$	3,840.00
95 Casting to Grade - w/Conc	EA	2.00	\$	1,200.00	\$	2,400.00
96 Seeding Type B	SY	35.00	\$	15.00	\$	525.00
97 Mulching Type 1 Hydro	SY	35.00	\$	15.00	\$	525.00
98 Rem & Repl Curb & Gutter	LF	15.00	\$	120.00	\$	1,800.00
99 Inlet Protection - Existing Inlet	EA	1.00	\$	200.00	\$	200.00
Site 8-9 Ave S & 45 St S LS 51 Access Total						\$ 13,792.00
Site 9-40 Ave S & 66 St S LS 69 Access						
100 Mobilization	LS	1.00	\$	3,500.00	\$	3,500.00
101 Topsoil - Strip & Spread	LS	1.00	\$	200.00	\$	200.00
102 Traffic Control - Type 1	LS	1.00	\$	1,600.00	\$	1,600.00
103 Site Grading	LS	1.00	\$	500.00	\$	500.00
104 Excavate & Haul - Excess Material	CY	45.00	\$	45.00	\$	2,025.00
105 F&I Woven Geotextile	SY	90.00	\$	4.00	\$	360.00
106 F&I Crushed Conc - 12" Thick	SY	90.00	\$	18.00	\$	1,620.00
107 F&I Pavement 7" Thick Reinf Conc	SY	90.00	\$	120.00	\$	10,800.00
108 Seeding Type B	SY	50.00	\$	5.00	\$	250.00
109 Mulching Type 1 Hydro	SY	50.00	\$	5.00	\$	250.00
110 Rem & Repl Curb & Gutter	LF	10.00	\$	120.00	\$	1,200.00
111 Inlet Protection - Existing Inlet	EA	1.00	\$	200.00	\$	200.00
Site 9-40 Ave S & 66 St S LS 69 Access Total						\$ 22,505.00

Total Construction in \$	\$	293,057.00
Engineering	10.00% \$	29,305.70
Legal & Misc	3.00% \$	8,791.71
Contingency	5.00% \$	14,652.85
Administration	4.00% \$	11,722.28
Interest	4.00% \$	11,722.28
Total Estimated Costs	\$	369,251.82
Utility Funds - Stormwater - 524	\$	369,251.82
Unfunded Costs	\$	-

IN WITNESS THEREOF, I have hereunto set my hand and seal
Date: 7/20/2022



Tom Knakmuhs
Assistant City Engineer





July 20, 2022

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

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

Dear Commissioners:

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

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

Please return the signed originals.

Respectfully submitted,

A handwritten signature in cursive script that reads "Shawn G. Bullinger".

Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy J. Morris
Nathan Boerboom

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project FM-19-C	County Cass	Parcel(s) 01-4060-00580-000
Landowner Denise M Thompson		
Mailing Address 143 South Woodcrest Drive N		


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 \$ 75,194.00 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	\$	<u>75,194.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>75,194.00</u>

*Description of Damages to Remainder are as follows:



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



 Shawn G. Bullinger
 Land Acquisition Specialist, City of Fargo

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



Timothy J. Mahoney
 MAYOR

 SIGNATURE

 DATE

PERMANENT EASEMENT
(Levee and Retaining Wall for Flood Control)

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

That part of Lot 11, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 11; thence South 39°37'39" East, along the easterly line of said Lot 11, for a distance of 146.14 feet to the true point of beginning; thence continue South 39°37'39" East, along the easterly line of said Lot 11, for a distance of 113.47 feet; thence South 78°19'41" West for a distance of 127.15 feet to a point of intersection with the westerly line of said Lot 11; thence North 33°24'07" West, along the westerly line of said Lot 11, for a distance of 100.62 feet; thence North 62°54'21" East for a distance of 26.47 feet; thence North 78°31'04" East for a distance of 85.69 feet to a point of intersection with the easterly line of said Lot 11, and the true point of beginning.

Said tract contains 12,000 square feet, more or less.

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

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

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

(Signatures on following pages.)

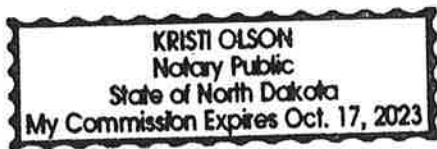
IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 20 day of July, 2022.

GRANTORS:

Denise Thompson
Denise M. Thompson

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

On this 20th day of July, 2022, before me, a notary public in and for said county and state, personally appeared Denise M. Thompson, to me known to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.



(SEAL)

Kristi Olson
Notary Public
Cass County, North Dakota

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

GRANTEE:

City of Fargo, a North Dakota municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST

Steve Sprague, City Auditor

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

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

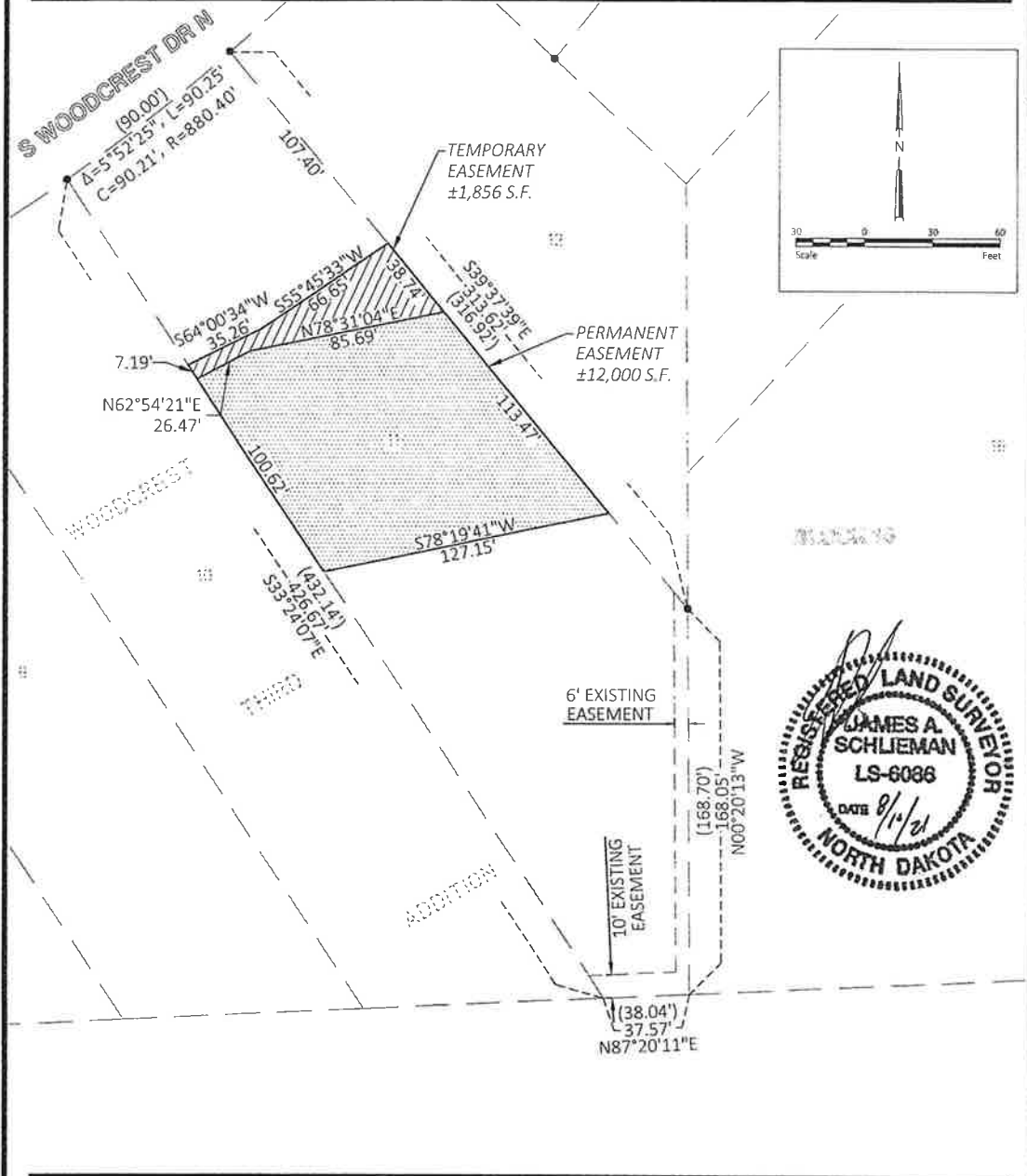
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

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

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

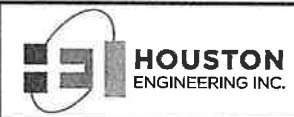
PART OF LOT 11, BLOCK 16
 WOODCREST THIRD ADDITION
 CITY OF FARGO, CASS COUNTY
 STATE OF NORTH DAKOTA



H:\JUN\6000\6059_0165\CAD\Easements\Lot 11 Thompson Easement Exhibit.dwg-Sheet 1-8/5/2021 3:39 PM-(tkarell)

IRON MONUMENT FOUND	•
MEASURED BEARING	$S59^{\circ}27'46''E$
MEASURED DISTANCE	105.00'
PLAT BEARING	$(N57^{\circ}00'00''W)$
PLAT DISTANCE	(105.00')
PERMANENT EASEMENT	
TEMPORARY EASEMENT	

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



EASEMENT EXHIBIT

PART OF LOT 11, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

Description - Permanent Easement:

That part of Lot 11, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 11; thence South 39°37'39" East, along the easterly line of said Lot 11, for a distance of 146.14 feet to the true point of beginning; thence continue South 39°37'39" East, along the easterly line of said Lot 11, for a distance of 113.47 feet; thence South 78°19'41" West for a distance of 127.15 feet to a point of intersection with the westerly line of said Lot 11; thence North 33°24'07" West, along the westerly line of said Lot 11, for a distance of 100.62 feet; thence North 62°54'21" East for a distance of 26.47 feet; thence North 78°31'04" East for a distance of 85.69 feet to a point of intersection with the easterly line of said Lot 11, and the true point of beginning.

Said tract contains 12,000 square feet, more or less.

Description - Temporary Easement:

That part of Lot 11, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 11; thence South 39°37'39" East, along the easterly line of said Lot 11, for a distance of 107.40 feet to the true point of beginning; thence South 55°45'33" West for a distance of 66.65 feet; thence South 64°00'34" West for a distance of 35.26 feet to a point of intersection with the westerly line of said Lot 11; thence South 33°24'07" East, along the westerly line of said Lot 11, for a distance of 7.19 feet; thence North 62°54'21" East for a distance of 26.47 feet; thence North 78°31'04" East for a distance of 85.69 feet to a point of intersection with the easterly line of said Lot 11; thence North 39°37'39" West, along the easterly line of said Lot 11, for a distance of 38.74 feet to the true point of beginning.

Said tract contains 1,856 square feet, more or less.



EASEMENT EXHIBIT

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

PERMANENT EASEMENT
(Storm Sewer)

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

That part of Lot 11, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 11; thence South 39°37'39" East, along the easterly line of said Lot 11, for a distance of 146.14 feet to the true point of beginning; thence continue South 39°37'39" East, along the easterly line of said Lot 11, for a distance of 113.47 feet; thence South 78°19'41" West for a distance of 127.15 feet to a point of intersection with the westerly line of said Lot 11; thence North 33°24'07" West, along the westerly line of said Lot 11, for a distance of 100.62 feet; thence North 62°54'21" East for a distance of 26.47 feet; thence North 78°31'04" East for a distance of 85.69 feet to a point of intersection with the easterly line of said Lot 11, and the true point of beginning.

Said tract contains 12,000 square feet, more or less.

Said parcel is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

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.)

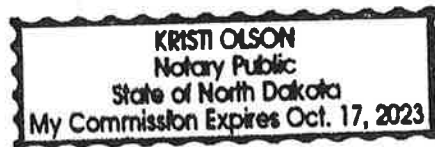
IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 20 day of July, 2022.

GRANTORS:

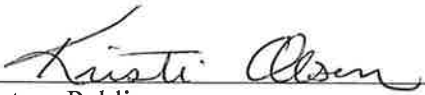

Denise M. Thompson

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

On this 20 day of July, 2022, before me, a notary public in and for said county and state, personally appeared Denise M. Thompson, the persons described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.



(SEAL)


Notary Public
Cass County, North Dakota

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

GRANTEE:

City of Fargo, a North Dakota municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST

Steve Sprague, City Auditor

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

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

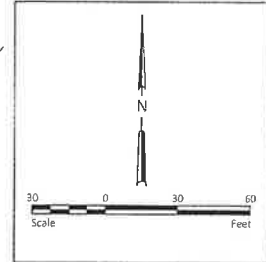
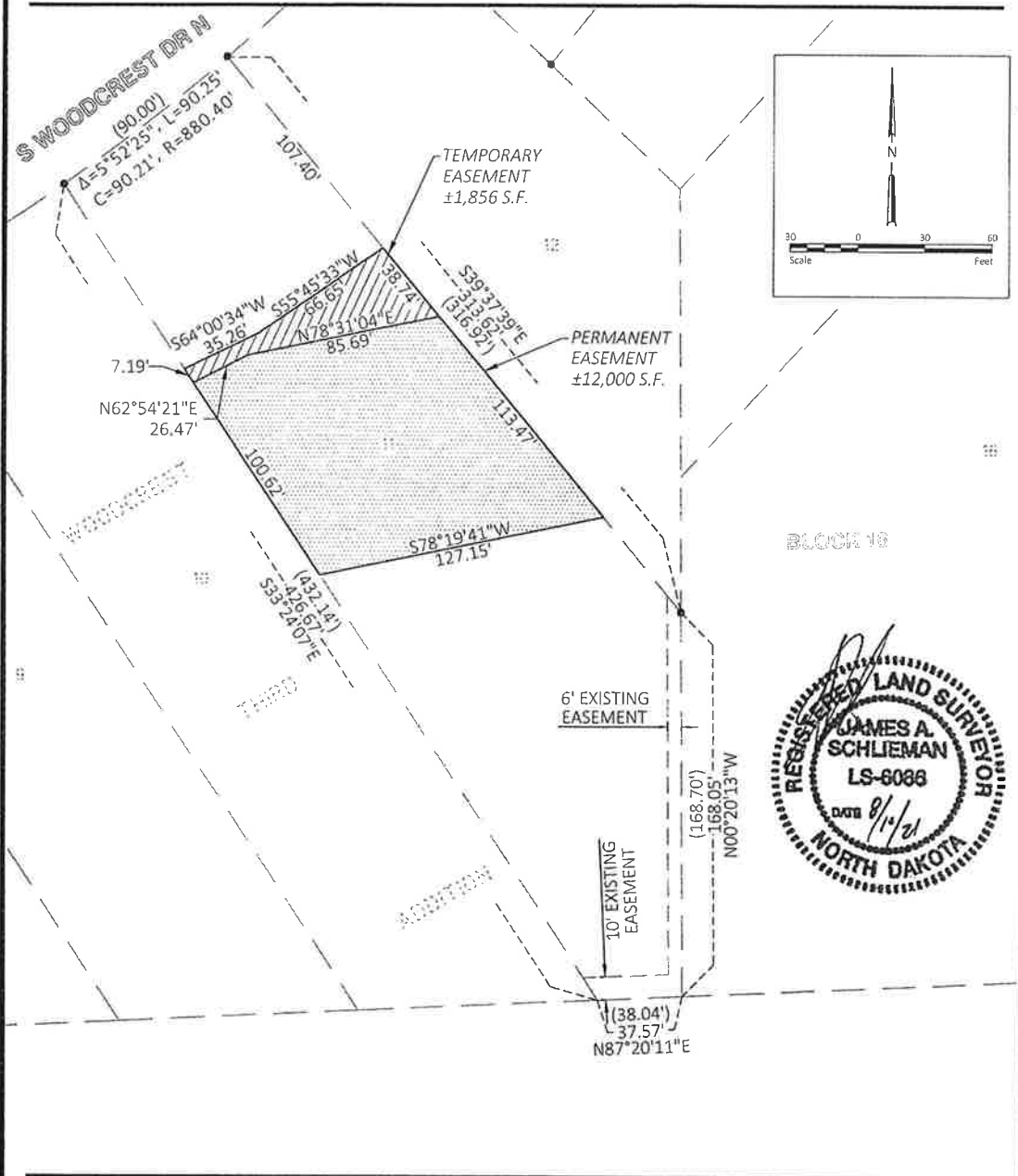
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

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

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

PART OF LOT 11, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



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

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



EASEMENT EXHIBIT

PROJECT NO.
6059-0165

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

SHEET
1 OF 2

PART OF LOT 11, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

Description - Permanent Easement:

That part of Lot 11, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 11; thence South 39°37'39" East, along the easterly line of said Lot 11, for a distance of 146.14 feet to the true point of beginning; thence continue South 39°37'39" East, along the easterly line of said Lot 11, for a distance of 113.47 feet; thence South 78°19'41" West for a distance of 127.15 feet to a point of intersection with the westerly line of said Lot 11; thence North 33°24'07" West, along the westerly line of said Lot 11, for a distance of 100.62 feet; thence North 62°54'21" East for a distance of 26.47 feet; thence North 78°31'04" East for a distance of 85.69 feet to a point of intersection with the easterly line of said Lot 11, and the true point of beginning.

Said tract contains 12,000 square feet, more or less.

Description - Temporary Easement:

That part of Lot 11, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 11; thence South 39°37'39" East, along the easterly line of said Lot 11, for a distance of 107.40 feet to the true point of beginning; thence South 55°45'33" West for a distance of 66.65 feet; thence South 64°00'34" West for a distance of 35.26 feet to a point of intersection with the westerly line of said Lot 11; thence South 33°24'07" East, along the westerly line of said Lot 11, for a distance of 7.19 feet; thence North 62°54'21" East for a distance of 26.47 feet; thence North 78°31'04" East for a distance of 85.69 feet to a point of intersection with the easterly line of said Lot 11; thence North 39°37'39" West, along the easterly line of said Lot 11, for a distance of 38.74 feet to the true point of beginning.

Said tract contains 1,856 square feet, more or less.



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

EASEMENT
(Temporary Construction Easement)

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

That part of Lot 11, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 11; thence South 39°37'39" East, along the easterly line of said Lot 11, for a distance of 107.40 feet to the true point of beginning; thence South 55°45'33" West for a distance of 66.65 feet; thence South 64°00'34" West for a distance of 35.26 feet to a point of intersection with the westerly line of said Lot 11; thence South 33°24'07" East, along the westerly line of said Lot 11, for a distance of 7.19 feet; thence North 62°54'21" East for a distance of 26.47 feet; thence North 78°31'04" East for a distance of 85.69 feet to a point of intersection with the easterly line of said Lot 11; thence North 39°37'39" West, along the easterly line of said Lot 11, for a distance of 38.74 feet to the true point of beginning.

Said tract contains 1,856 square feet, more or less.

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

Grantor, his successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times, when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts

necessary or convenient to carry into effect the purpose for which the grant is made.

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

This easement shall terminate on June 30, 2023.

(Signatures on following pages).

IN WITNESS WHEREOF, Grantor set his/her hand and caused this instrument to be executed this 20 day of July, ~~2021~~ 2022

GRANTOR:



Denise M. Thompson

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

On this 20th day of July, ~~2021~~ ²⁰²², before me, a notary public in and for said county and state, personally appeared Denise M. Thompson, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.



(SEAL)


Notary Public
Cass County, North Dakota

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

GRANTEE:

City of Fargo, a North Dakota municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST

Steve Sprague, City Auditor

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

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

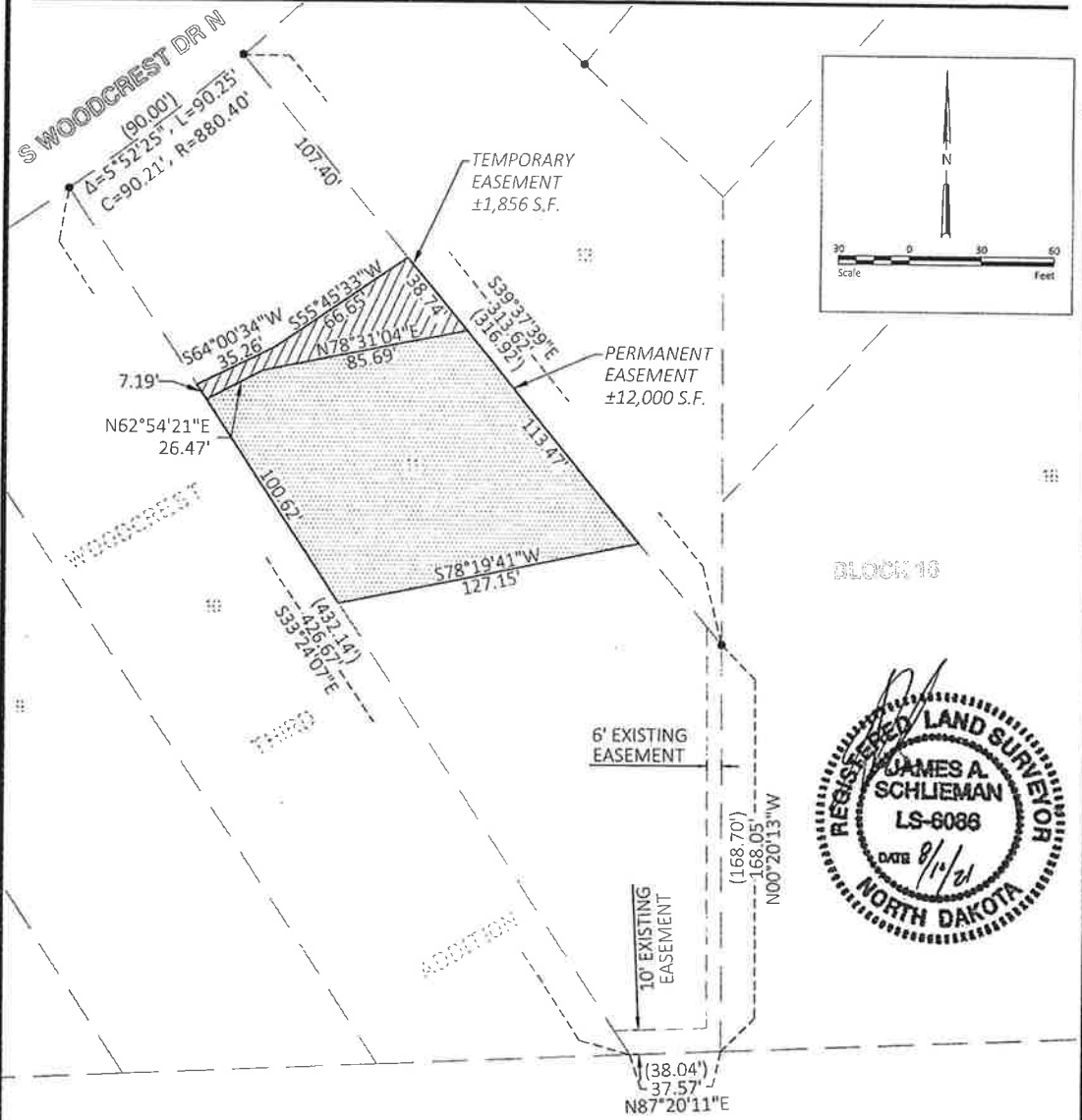
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

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

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

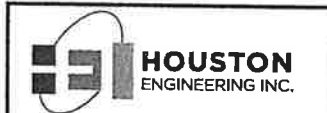
PART OF LOT 11, BLOCK 16
 WOODCREST THIRD ADDITION
 CITY OF FARGO, CASS COUNTY
 STATE OF NORTH DAKOTA



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

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



EASEMENT EXHIBIT

PROJECT NO.
6059-0165

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

SHEET
1 OF 2

PART OF LOT 11, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

Description - Permanent Easement:

That part of Lot 11, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 11; thence South 39°37'39" East, along the easterly line of said Lot 11, for a distance of 146.14 feet to the true point of beginning; thence continue South 39°37'39" East, along the easterly line of said Lot 11, for a distance of 113.47 feet; thence South 78°19'41" West for a distance of 127.15 feet to a point of intersection with the westerly line of said Lot 11; thence North 33°24'07" West, along the westerly line of said Lot 11, for a distance of 100.62 feet; thence North 62°54'21" East for a distance of 26.47 feet; thence North 78°31'04" East for a distance of 85.69 feet to a point of intersection with the easterly line of said Lot 11, and the true point of beginning.

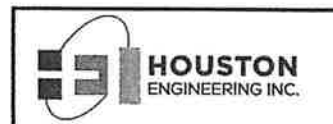
Said tract contains 12,000 square feet, more or less.

Description - Temporary Easement:

That part of Lot 11, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 11; thence South 39°37'39" East, along the easterly line of said Lot 11, for a distance of 107.40 feet to the true point of beginning; thence South 55°45'33" West for a distance of 66.65 feet; thence South 64°00'34" West for a distance of 35.26 feet to a point of intersection with the westerly line of said Lot 11; thence South 33°24'07" East, along the westerly line of said Lot 11, for a distance of 7.19 feet; thence North 62°54'21" East for a distance of 26.47 feet; thence North 78°31'04" East for a distance of 85.69 feet to a point of intersection with the easterly line of said Lot 11; thence North 39°37'39" West, along the easterly line of said Lot 11, for a distance of 38.74 feet to the true point of beginning.

Said tract contains 1,856 square feet, more or less.



EASEMENT EXHIBIT

PROJECT NO.
6059-0165

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

SHEET
2 OF 2

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9

July 20, 2022

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

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

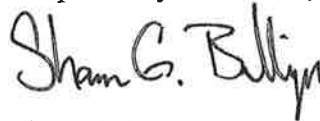
Dear Commissioners:

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

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a permanent & temporary easement from Kathleen Bocovich and William Dickson, co-personal representatives of **Mary Jane Dickson**, deased, in association with Project #FM-19-C and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy J. Morris
Nathan Boerboom

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF CASS

EAST CENTRAL JUDICIAL DISTRICT

In Re:

Probate No. 09-2022-PR-00199

Estate of Mary Jane Dickson,

**STATEMENT OF INFORMAL PROBATE
AND APPOINTMENT OF A PERSONAL
REPRESENTATIVE**

Decedent.

The application of Kathleen Bocovich and William Dickson for informal probate of the last will of Mary Jane Dickson, deceased, and the appointment of co-personal representatives having come before the Court this _____ day of June, 2022, and it appearing that:

1. Decedent died on May 23, 2022 and at least one hundred twenty (120) hours have elapsed since the decedent's death; and
 - a. The application is complete;
 - b. The application contains the applicants' oath or affirmation that the statements contained therein are true to the best of the applicants' knowledge and belief; and that all of the statements required by law to be made in the application have been made;
 - c. The applicants appear to be interested persons as defined by the laws of this state;
 - d. On the basis of the statements in the application, venue is proper;
 - e. The will to which this appointment relates appears to be the original, duly executed and apparently unrevoked, will of the decedent and is in the court's possession;
 - f. Any notice required by the laws of this state has been given;

- g. That from the statements in the application, it appears that the persons whose appointment are sought are entitled to appointment by priority;
 - h. The time limit for the original probate of this will has not expired.
2. A personal representative has not been appointed in another county in this state and neither the will subject of this application nor any other will of the decedent has been the subject of a previous probate order.

NOW, THEREFORE, IT IS ORDERED, that:

- 1. The application for informal probate is granted and the will of Mary Jane Dickson dated October 3, 2018 is admitted to informal probate.
- 2. The application for informal appointment of co-personal representatives is granted and Kathleen Bocovich and William Dickson are appointed as co-personal representatives of the Estate of Mary Jane Dickson, deceased, without bond.
- 3. Letters Testamentary shall be issued to Kathleen Bocovich and William Dickson upon qualification and acceptance.

Dated:

Signed: 7/5/2022 9:48:03 AM



Judge of District Court

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project FM-19-C	County Cass	Parcel(s) 01-4060-00550-000
Landowner Mary Jane Dickson		
Mailing Address 125 South Woodcrest Drive N		

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 \$ 95,070.00 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	\$	<u>95,070.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>95,070.00</u>

*Description of Damages to Remainder are as follows:

[Handwritten Signature]
 Owner Signature
 Signature hereby constitutes acceptance of offer as presented above.

[Handwritten Signature: Shawn G. Bullinger]
 Shawn G. Bullinger
 Land Acquisition Specialist, City of Fargo

[Handwritten Signature] 7/19/2022
 Owner Signature
 Signature hereby constitutes acceptance of offer as presented above.

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

Timothy J. Mahoney

 MAYOR

 SIGNATURE

 DATE

PERMANENT EASEMENT
(Levee and Retaining Wall for Flood Control)

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

That part of Lot 8, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 8; thence South 33°16'40” East, along the westerly line of said Lot 8, for a distance of 104.75 feet to the true point of beginning; thence North 56°23'57” East for a distance of 90.04 feet to a point of intersection with the easterly line of said Lot 8; thence South 33°16'40” East, along the easterly line of said Lot 8, for a distance of 103.53 feet; thence South 56°28'39” West for a distance of 90.04 feet to a point of intersection with the westerly line of said Lot 8; thence North 33°16'40” West, along the westerly line of said Lot 8, for a distance of 103.40 feet to the true point of beginning.

Said tract contains 9,316 square feet, more or less.

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

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

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

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor set his hand and caused this instrument to be executed
this ____ day of _____, 2022.

GRANTOR:

William Dickson,
Co-Personal Representative

STATE OF)
) ss.
COUNTY OF)

On this ____ day of _____, 2022, before me, a notary public in and for said county and
state, personally appeared William Dickson, co-personal representative of Mary Jane Dickson,
deceased, described in and who executed the within and foregoing instrument, and acknowledged to
me that he/she executed the same.

(SEAL)

Notary Public
_____ County, _____

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

GRANTEE:

City of Fargo, a North Dakota municipal corporation

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

ATTEST

Steven Sprague, City Auditor

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

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

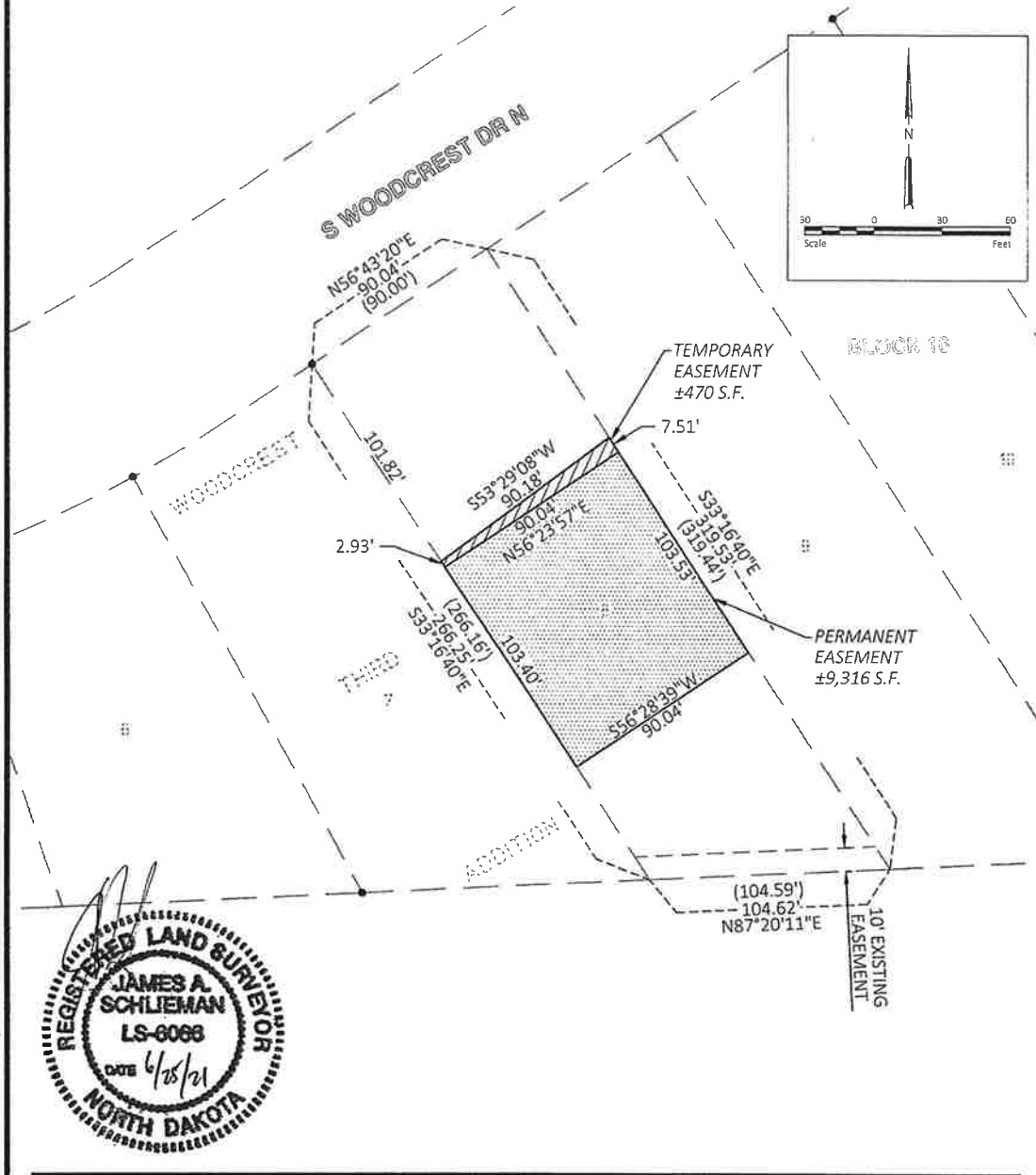
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

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

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

PART OF LOT 8, BLOCK 16
 WOODCREST THIRD ADDITION
 CITY OF FARGO, CASS COUNTY
 STATE OF NORTH DAKOTA



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

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



EASEMENT EXHIBIT

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PART OF LOT 8, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

Description - Permanent Easement:

That part of Lot 8, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 8; thence South 33°16'40" East, along the westerly line of said Lot 8, for a distance of 104.75 feet to the true point of beginning; thence North 56°23'57" East for a distance of 90.04 feet to a point of intersection with the easterly line of said Lot 8; thence South 33°16'40" East, along the easterly line of said Lot 8, for a distance of 103.53 feet; thence South 56°28'39" West for a distance of 90.04 feet to a point of intersection with the westerly line of said Lot 8; thence North 33°16'40" West, along the westerly line of said Lot 8, for a distance of 103.40 feet to the true point of beginning.

Said tract contains 9,316 square feet, more or less.

Description - Temporary Easement:

That part of Lot 8, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 8; thence South 33°16'40" East, along the westerly line of said Lot 8, for a distance of 104.75 feet to the true point of beginning; thence North 56°23'57" East for a distance of 90.04 feet to a point of intersection with the easterly line of said Lot 8; thence North 33°16'40" West, along the easterly line of said Lot 8, for a distance of 7.51 feet; thence South 53°29'08" West for a distance of 90.18 feet to a point of intersection with the westerly line of said Lot 8; thence South 33°16'40" East, along the westerly line of said Lot 8, for a distance of 2.93 feet to the true point of beginning.

Said tract contains 470 square feet, more or less.



EASEMENT EXHIBIT

PROJECT NO.
6059-0165

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

SHEET
2 OF 2

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PERMANENT EASEMENT
(Storm Sewer)

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

That part of Lot 8, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 8; thence South 33°16'40" East, along the westerly line of said Lot 8, for a distance of 104.75 feet to the true point of beginning; thence North 56°23'57" East for a distance of 90.04 feet to a point of intersection with the easterly line of said Lot 8; thence South 33°16'40" East, along the easterly line of said Lot 8, for a distance of 103.53 feet; thence South 56°28'39" West for a distance of 90.04 feet to a point of intersection with the westerly line of said Lot 8; thence North 33°16'40" West, along the westerly line of said Lot 8, for a distance of 103.40 feet to the true point of beginning.

Said tract contains 9,316 square feet, more or less.

Said parcel is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

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 set her hand and caused this instrument to be executed this ____ day of _____, 2022.

GRANTOR:

Kathleen Bocovich,
Co-Personal Representative

STATE OF)
) ss.
COUNTY OF)

On this ____ day of _____, 2022, before me, a notary public in and for said county and state, personally appeared Kathleen Bocovich, co-personal representative of Mary Jane Dickson, deceased, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)

Notary Public
_____ County, _____

IN WITNESS WHEREOF, Grantor set his hand and caused this instrument to be executed
this ____ day of _____, 2022.

GRANTOR:

William Dickson,
Co-Personal Representative

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2022, before me, a notary public in and for said county and
state, personally appeared William Dickson, co-personal representative of Mary Jane Dickson,
deceased, described in and who executed the within and foregoing instrument, and acknowledged to
me that he/she executed the same.

(SEAL)

Notary Public
_____ County, _____

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

GRANTEE:

City of Fargo, a North Dakota municipal corporation

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

ATTEST

Steven Sprague, City Auditor

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

On this ____ day of _____, 2022, before me, a notary public in and for said county and state, personally appeared DR. TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, 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.

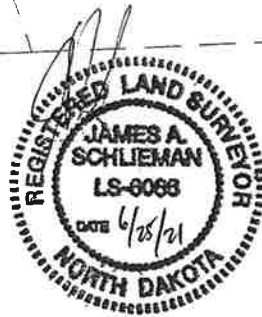
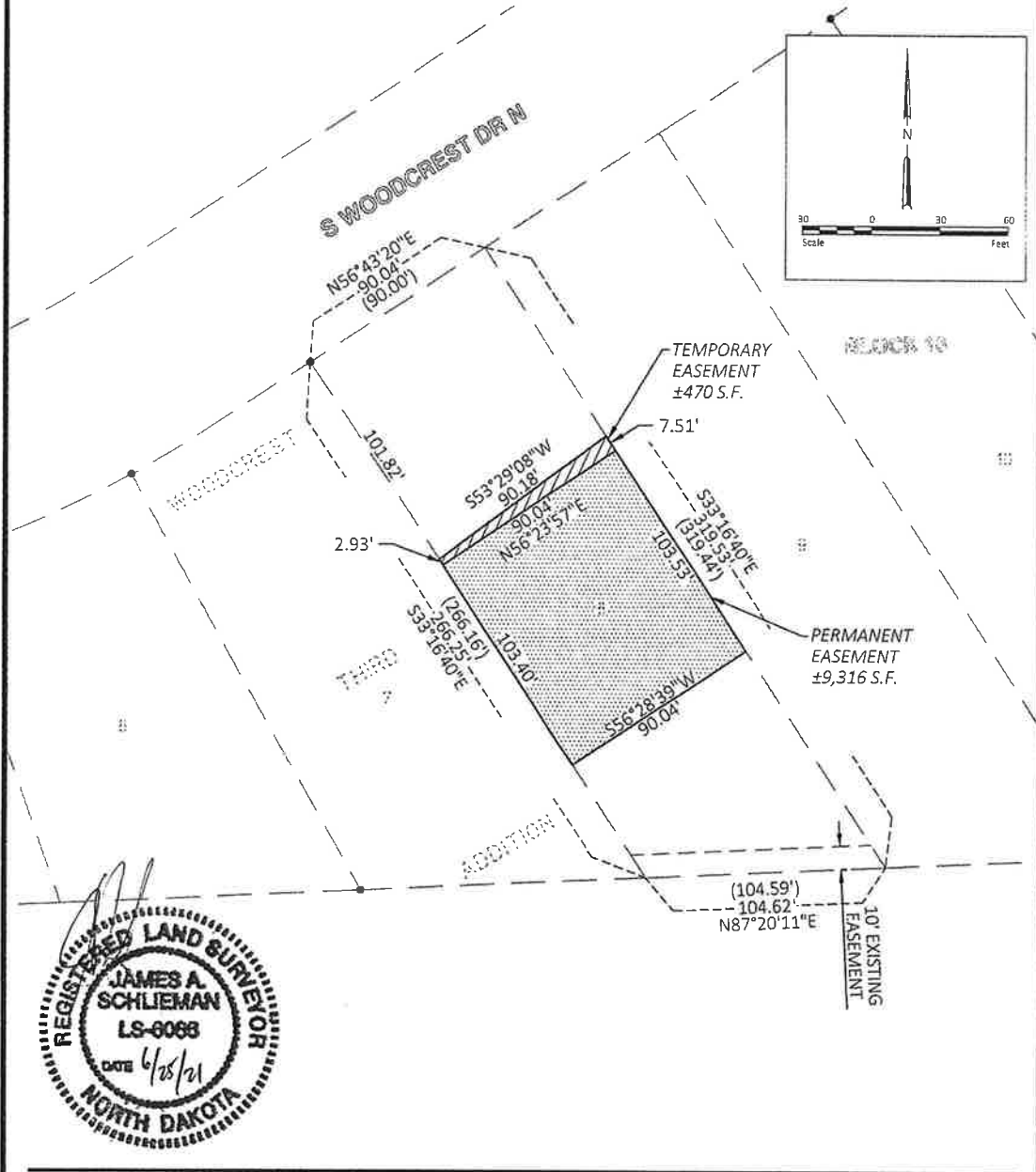
(SEAL)

Notary Public
Cass County, ND
My Commission expires:

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

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

PART OF LOT 8, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



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

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



EASEMENT EXHIBIT

PROJECT NO.
6059-0165

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

SHEET
1 OF 2

PART OF LOT 8, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

Description - Permanent Easement:

That part of Lot 8, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 8; thence South 33°16'40" East, along the westerly line of said Lot 8, for a distance of 104.75 feet to the true point of beginning; thence North 56°23'57" East for a distance of 90.04 feet to a point of intersection with the easterly line of said Lot 8; thence South 33°16'40" East, along the easterly line of said Lot 8, for a distance of 103.53 feet; thence South 56°28'39" West for a distance of 90.04 feet to a point of intersection with the westerly line of said Lot 8; thence North 33°16'40" West, along the westerly line of said Lot 8, for a distance of 103.40 feet to the true point of beginning.

Said tract contains 9,316 square feet, more or less.

Description - Temporary Easement:

That part of Lot 8, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 8; thence South 33°16'40" East, along the westerly line of said Lot 8, for a distance of 104.75 feet to the true point of beginning; thence North 56°23'57" East for a distance of 90.04 feet to a point of intersection with the easterly line of said Lot 8; thence North 33°16'40" West, along the easterly line of said Lot 8, for a distance of 7.51 feet; thence South 53°29'08" West for a distance of 90.18 feet to a point of intersection with the westerly line of said Lot 8; thence South 33°16'40" East, along the westerly line of said Lot 8, for a distance of 2.93 feet to the true point of beginning.

Said tract contains 470 square feet, more or less.



EASEMENT EXHIBIT

PROJECT NO.
6059-0165

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

SHEET
2 OF 2

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EASEMENT
(Temporary Construction Easement)

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

That part of Lot 8, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 8; thence South 33°16'40" East, along the westerly line of said Lot 8, for a distance of 104.75 feet to the true point of beginning; thence North 56°23'57" East for a distance of 90.04 feet to a point of intersection with the easterly line of said Lot 8; thence North 33°16'40" West, along the easterly line of said Lot 8, for a distance of 7.51 feet; thence South 53°29'08" West for a distance of 90.18 feet to a point of intersection with the westerly line of said Lot 8; thence South 33°16'40" East, along the westerly line of said Lot 8, for a distance of 2.93 feet to the true point of beginning.

Said tract contains 470 square feet, more or less

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

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

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

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

This easement shall terminate on June 30, 2024.

(Signatures on following pages).

IN WITNESS WHEREOF, Grantor set her hand and caused this instrument to be executed
this ____ day of _____, 2022.

GRANTOR:

Kathleen Bocovich,
Co-Personal Representative

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2022, before me, a notary public in and for said county and
state, personally appeared Kathleen Bocovich, co-personal representative of Mary Jane Dickson,
deceased, described in and who executed the within and foregoing instrument, and acknowledged to
me that he/she executed the same.

(SEAL)

Notary Public

County, _____

IN WITNESS WHEREOF, Grantor set his hand and caused this instrument to be executed this ____ day of _____, 2022.

GRANTOR:

William Dickson,
Co-Personal Representative

STATE OF)
) ss.
COUNTY OF)

On this _____ day of _____, 2022, before me, a notary public in and for said county and state, personally appeared William Dickson, co-personal representative of Mary Jane Dickson, deceased, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)

Notary Public
_____ County, _____

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

GRANTEE:

City of Fargo, a North Dakota municipal corporation

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

ATTEST

Steven Sprague, City Auditor

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

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

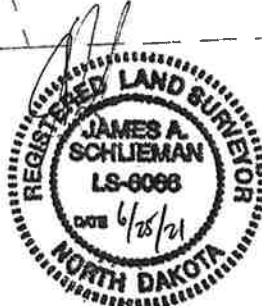
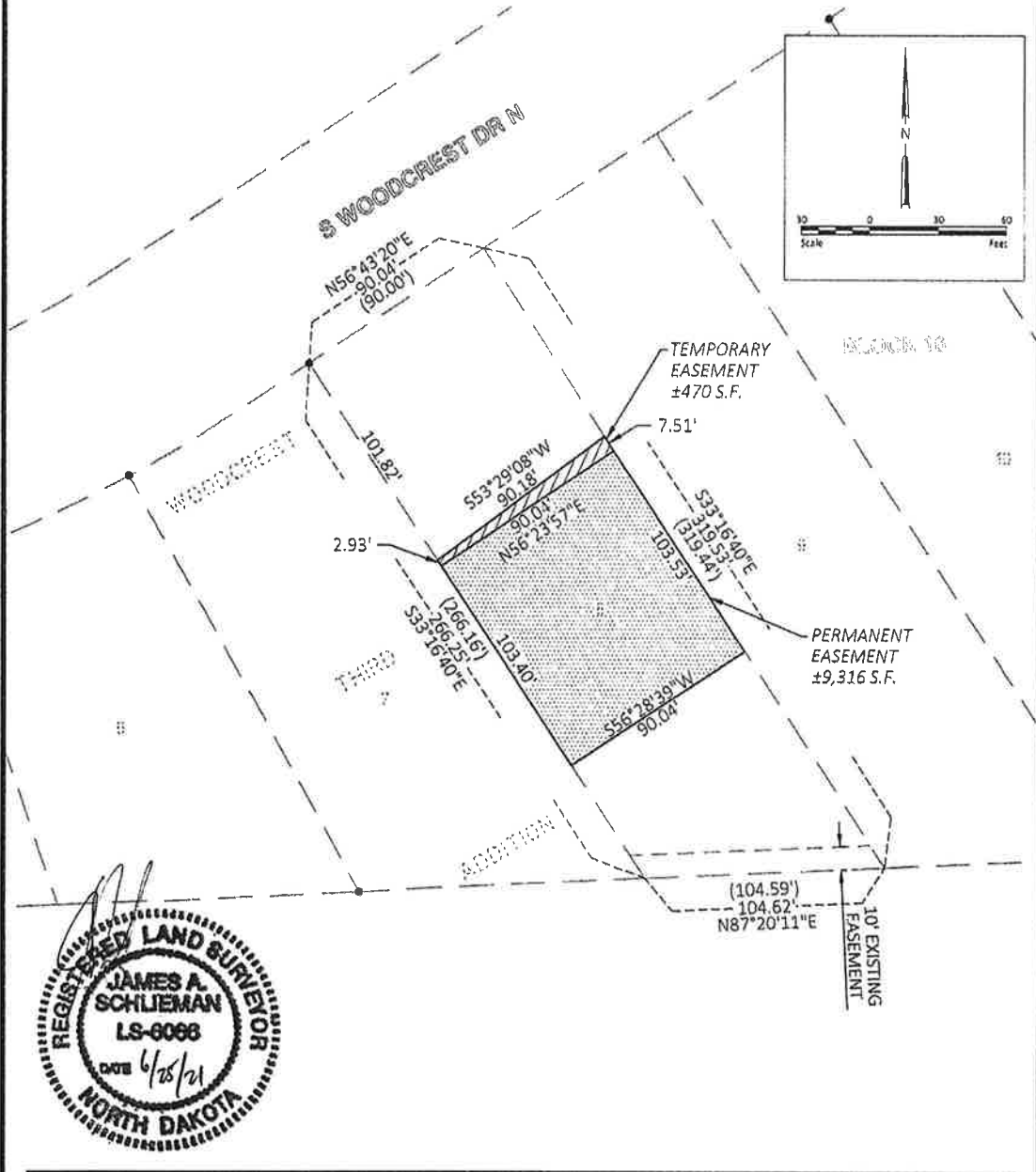
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

The legal description was prepared by:
James A. Schlieman
Registered Land Surveyor
LS-6086
Houston Engineering Inc.
1401 21st Ave. N.
Fargo, ND 58102
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This document was prepared by:
Nancy J. Morris
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Serkland Law Firm
10 Roberts Street North
Fargo, ND 58102
(701) 232-8957
nmorris@serklandlaw.com

PART OF LOT 8, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



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

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



EASEMENT EXHIBIT

PROJECT NO.
6059-0165

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

SHEET
1 OF 2

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PART OF LOT 8, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

Description - Permanent Easement:

That part of Lot 8, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 8; thence South 33°16'40" East, along the westerly line of said Lot 8, for a distance of 104.75 feet to the true point of beginning; thence North 56°23'57" East for a distance of 90.04 feet to a point of intersection with the easterly line of said Lot 8; thence South 33°16'40" East, along the easterly line of said Lot 8, for a distance of 103.53 feet; thence South 56°28'39" West for a distance of 90.04 feet to a point of intersection with the westerly line of said Lot 8; thence North 33°16'40" West, along the westerly line of said Lot 8, for a distance of 103.40 feet to the true point of beginning.

Said tract contains 9,316 square feet, more or less.

Description - Temporary Easement:

That part of Lot 8, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 8; thence South 33°16'40" East, along the westerly line of said Lot 8, for a distance of 104.75 feet to the true point of beginning; thence North 56°23'57" East for a distance of 90.04 feet to a point of intersection with the easterly line of said Lot 8; thence North 33°16'40" West, along the easterly line of said Lot 8, for a distance of 7.51 feet; thence South 53°29'08" West for a distance of 90.18 feet to a point of intersection with the westerly line of said Lot 8; thence South 33°16'40" East, along the westerly line of said Lot 8, for a distance of 2.93 feet to the true point of beginning.

Said tract contains 470 square feet, more or less.



EASEMENT EXHIBIT

PROJECT NO.
6059-0165

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

SHEET
2 OF 2

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July 19, 2022

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

Re: Storm Sewer Easement
Project #UR-21-A1

Dear Commissioners:

Accompanying for City Commission review and approval is an original Storm Sewer Easement Payment form and permanent storm sewer easement with Dalton P. & Gabriela J. Yagow in association with Project #UR-21-A1.

RECOMMENDED MOTION:

I/we hereby move to authorize payment and approve storm sewer easement with Dalton P. & Gabriela J. Yagow.

Please return the signed original(s).

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Roger Kluck
Nancy Morris



Storm Sewer Easement Payment Form

Dalton P & Gabriela J Yagow

01-8449-02600-000

Owner(s)

Parcel ID

5568 58th Street S. Fargo, ND 58104

Property Address

Legal Description(s):

See attached exhibit(s).

Payment Option(s):

Below you may elect to donate the property interest, receive minimum payment amount, or reject payment and easement.

- I/we wish to donate the area as shown on the easement exhibit.
- I/we wish to receive the minimum payment amount of \$600.
- I/we wish to reject easement and payment.

Dalton Yagow 7-19-22
Owner Signature Date

Shawn G. Bullinger 7-19-22
Shawn G. Bullinger Date
Land Acquisition Specialist, City of Fargo

Gabriela Yagow 7-19-22
Owner Signature Date

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

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

PERMANENT EASEMENT
(Storm Sewer)

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

A tract of land in Lot 57, Block 11 of DEER CREEK ADDITION to the City of Fargo, Cass County, North Dakota described as follows:

The northerly 5.00 feet of said Lot 57.

Said tract contains 650 square feet, more or less.

Said parcel is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

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, except as stated herein, 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.

It is understood and agreed that Grantor reserves the right to place a fence in the easement area, and Grantee has no objection. Grantor understands and agrees that Grantor is responsible for ensuring the storm sewer is not damaged by the fence installation or maintenance, and Grantor agrees that if any damage occurs as a result of fence installation, Grantor is responsible for the repairs to the storm sewer.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 19 day of JULY, 2022.

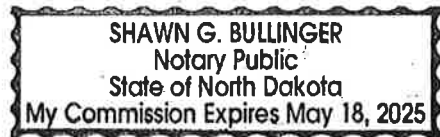
GRANTORS:


Dalton P. Yagow


Gabriela J. Yagow

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

On this 19 day of JULY, 2022, before me, a notary public in and for said county and state, personally appeared Dalton P. Yagow and Gabriela J. Yagow described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.



(SEAL)


Notary Public
Cass County, North Dakota

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

GRANTEE:

City of Fargo, a North Dakota municipal corporation

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

ATTEST

Steven Sprague, City Auditor

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

On this ____ day of _____, 2022, before me, a notary public in and for said county and state, personally appeared DR. TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, 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.

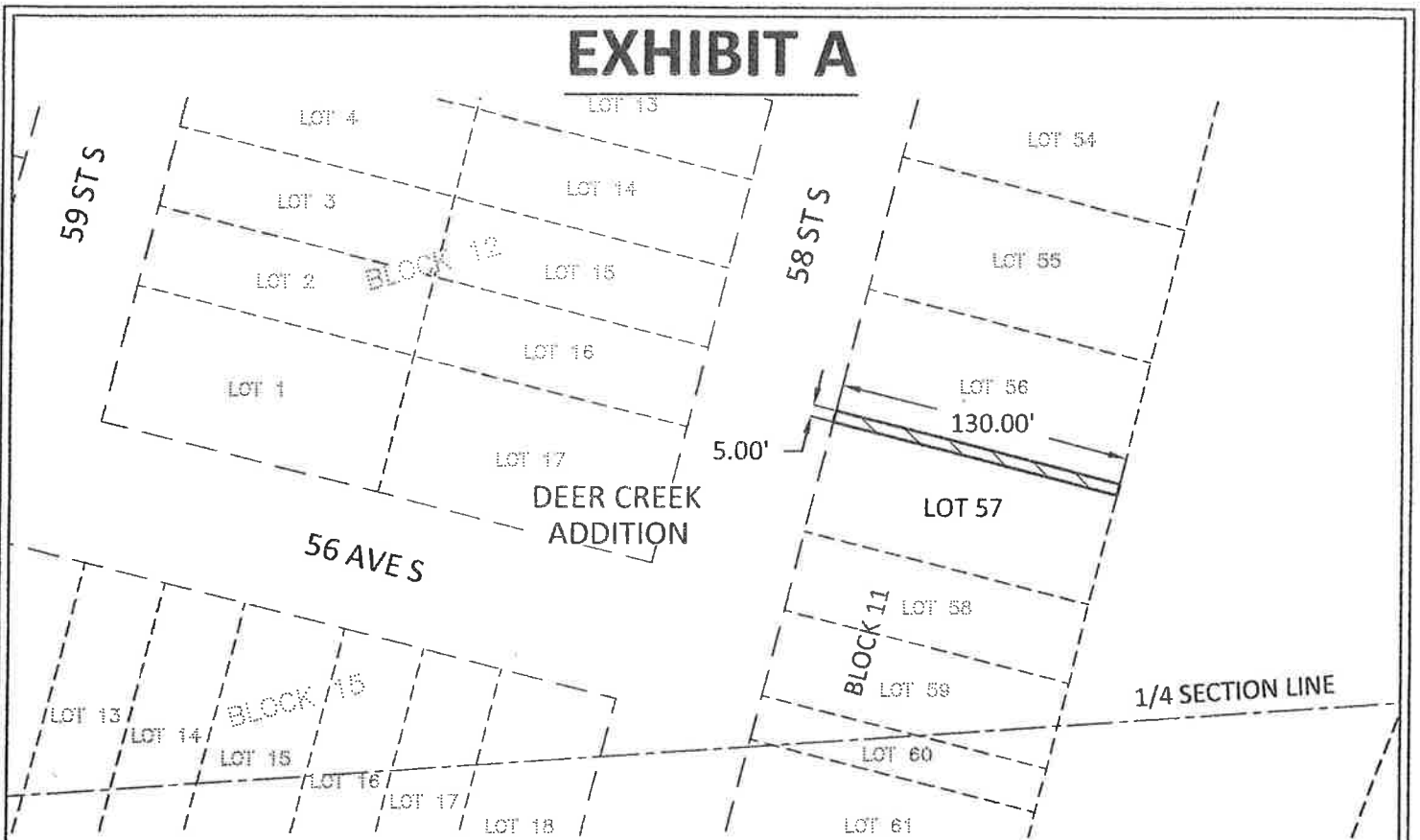
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

The legal description was prepared by:
City of Fargo Engineering Department
225 4th Street North
Fargo, ND 58102
701-241-1545

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

EXHIBIT A



Description:

A tract of land in Lot 57, Block 11 of DEER CREEK ADDITION to the City of Fargo, Cass County, North Dakota described as follows:





The northerly 5.00 feet of said Lot 57.

Said tract contains 650 square feet, more or less.



BEARINGS BASED ON
CITY OF FARGO GROUND COORDINATE SYSTEM,
DECEMBER 1992

LEGEND

-  PERMANENT EASEMENT
-  EXISTING BOUNDARY
-  EXISTING STREET R/W
-  CASS COUNTY DRAIN #27



ENGINEERING DEPT.

PERMANENT EASEMENT

LOT 57, BLOCK 11, DEER CREEK ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

DRAWN BY: NAS

APPROVED BY: BWW

DATE: 2/7/2022

SHEET 1 OF 1

11

Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: July 25, 2022
Re: Newman Outdoor Field – Reallocation of Funds for Critical Repairs

Dear Commissioners:

After review of the Capital Improvement Plan (CIP) as well as several visits to the Newman Outdoor Field, Facilities has determined there are critical repair items that need to be addressed in 2022.

The funds in the Newman Outdoor Field Repairs and Maintenance account for 2022 are insufficient to complete these repairs. However, there is currently a surplus of \$137,500.00 budgeted in the Capital Outlay account for Newman Outdoor Field that we are requesting be reallocated to the Repairs and Maintenance account.

The request for reallocated funds in the amount of \$137,500.00 was brought before the Finance Committee July 25, 2022 for approval.

Recommended Action:

Pending approval by the Finance Committee, approve the reallocation in the amount of \$137,500.00 from the Capital Outlay account to the Repairs and Maintenance account for Newman Outdoor Field to complete critical repairs.



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Facilities Department
225 4th Street North
Fargo, ND 58102
Phone: 701.298.6966
Email B&Gdept@fargoND.gov
www.FargoND.gov

Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: July 25, 2022
Re: Approval for Furniture Purchase for Mercantile PD Substation/Interstate Parking Offices (SSP21082)

Dear Commissioners:

At the June 25, 2022 Commission meeting, the Commissioners approved the reallocation of funds from project PB0059: Mercantile Parking Ramp to Project BP0064: PD Substation and Interstate Parking Office Buildout.

At the April 5, 2021 Commission meeting, the City Commission approved the Haworth Purchase Agreement 81714 with Christianson's Business Furniture which negotiated a discount on future Haworth furniture purchases. This agreement also has a Sole Source Procurement number of SSP21082.

Facilities received a proposal for the furniture for the City's leased spaces adjacent to the Mercantile Ramp. These prices came in under the estimated cost and Facilities recommends we accept the proposal.

At the July 25, 2022 Finance Committee meeting, Facilities requested approval of the Sole Source Procurement purchase of furniture for the Mercantile PD Substation and Interstate Parking offices from Christianson's Business Furniture.

Recommended Action:

Pending approval by the Finance Committee, approve the Sole Source Procurement purchase of furniture for the Mercantile PD Substation and Interstate Parking offices from Christianson Business Furniture in the amount of \$51,908.24.



Fargo Police Mercantile Building

FINAL PROPOSAL: FARGO POLICE MERCANTILE BLDG
OFFICE REMODEL REVISED

Date: 7/19/2022

Prepared For: Bekki Majerus

Quote Number: 6840-37547

Valid For 7 Days

Prepared by: Rick Buchholz

Confidential

© 2022 Christianson's Business Furniture. The information in this transmittal is proprietary to Christianson's Business Furniture. It is provided on the condition that it remains in confidence between Christianson's Business Furniture and the recipient of this quote. Do Not Copy, Distribute nor Share the Contents of this proposal without the written permission of Christianson's Business Furniture.



BILL TO

Fargo Police Mercantile Building
 405 Broadway
 Fargo, ND 58102

INSTALL TO

Fargo Police Mercantile Building
 405 Broadway
 Fargo, ND 58102

Salesperson
 Rick Buchholz

Payment Terms
 Net 10

SHIP TO

Christianson's Business Furniture
 Christianson's Warehouse
 3402 South 15th Street, Suite A
 Fargo, ND 58104

Fargo Police Mercantile Bldg Office Remodel Revised

Benching 203

LINE #	QTY	UNIT	DESCRIPTION	PRICE EA	EXT PRICE
1	1.00	EA	WORKSTATION 203 INCLUDES: (8) 23"D x 69" W rectangular height adjustable benching stations (two groups of four units); (8) clamp-mount dual monitor arms; (8) clamp-mount power modulels; (8) mesh cable trough wire manager; and (8) Fern task chairs without arms.	\$21,313.71	\$21,313.71

Flex 204

LINE #	QTY	UNIT	DESCRIPTION	PRICE EA	EXT PRICE
2	1.00	EA	FLEX SPACE 204 INCLUDES: (2) 30"D x 72" W rectangular fixed height tables on casters; (2) clamp-mount power modulels; and (4) Fern task chairs without arms.	\$3,685.45	\$3,685.45

Planning 205

LINE #	QTY	UNIT	DESCRIPTION	PRICE EA	EXT PRICE
3	1.00	EA	PLANNING 205 INCLUDES: (1) 42" D x 72" W rectangular fixed height table on casters with center power*; (1) mesh cable trough wire manager; and (8) Very side chairs with padded seats, poly backs, casters and no arms.	\$3,965.44	\$3,965.44

*Power will come directly from the floor.

Reception 101

LINE #	QTY	UNIT	DESCRIPTION	PRICE EA	EXT PRICE
4	1.00	EA	RECPTION 100 INCLUDES: (1) Reception desk with (1) 2-drawer (box/file) pedestal on right with lock, (1) pencil tray, (2) grommets, a full height front modesty and left/right end panels, transaction top; (1) Reception desk return with (1) 2-drawer (box/file) pedestal on left with lock, (1) pencil tray, (1) grommet, a full height front modesty panel and left end panel; (1) grommet-mount dual monitor arm; (1) mesh cable trough wire manager; and (1) Very task chair without arms.	\$3,938.63	\$3,938.63

*Panels are not powered. Station will get power from wall.

Lobby 100

LINE #	QTY	UNIT	DESCRIPTION	PRICE EA	EXT PRICE
5	1.00	EA	LOBBY 101 INCLUDES: (1) 24" round x 20" H 'X'-base table not on casters; (2) Improve side chairs with padded seats and backs, glides and no arms; and (2) Improve side chairs with padded seats and backs, glides and arms.	\$1,764.14	\$1,764.14



Fargo Police Mercantile Bldg Office Remodel Revised

MGR 104

LINE #	QTY	UNIT	DESCRIPTION	PRICE EA	EXT PRICE
6	1.00	EA	MANAGER'S OFFICE 104 INCLUDES: (1) 24" D x 84" W x 30" D x 72" W 'L'-shaped height adjustable desk with partial hanging modesty panel at front; (1) 2-drawer mobile pedestal (file/file) with locks; (1) grommet-mount dual monitor arm; (1) mesh cable trough wire manager; (1) 24" D x 48" W table on legs for additional computer; (1) 2H x 30" W open bookcase; (1) 4H c 30" W vertical lateral filing cabinet with lock; (1) Very task chair; and (2) Very side chairs with padded seats, poly backs, casters and no arms.	\$5,390.98	\$5,390.98

Patroller 105

LINE #	QTY	UNIT	DESCRIPTION	PRICE EA	EXT PRICE
7	1.00	EA	PATROLLER 105 INCLUDES: (1) 36" round 'X'-base table not on casters; and (4) Very side chairs with padded seats, poly backs, casters and no arms	\$1,114.84	\$1,114.84

Kitchen 202

LINE #	QTY	UNIT	DESCRIPTION	PRICE EA	EXT PRICE
8	1.00	EA	FLEX KITCHENTTE 202 INCLUDES: (1) 42" round 'X'-base table not on casters; and (4) Very side chairs with poly seats and backs, casters and no arms. Includes (1) 30" W x 4H vertical lateral filing cabinet and (1) 30" W x 2H vertical lateral filing cabinet.	\$1,154.91	\$1,154.91

Supervisor 200

LINE #	QTY	UNIT	DESCRIPTION	PRICE EA	EXT PRICE
9	1.00	EA	SUPERVISOR 200 INCLUDES: (1) 24" D x 72" W x 30" D x 66" W 'L'-shaped height adjustable desk with partial hanging modesty panel at front; (1) 2-drawer mobile pedestal (file/file) with locks; (1) grommet-mount dual monitor arm; (1) mesh cable trough wire manager; (1) Fern task chairs without arms.; and (1) Very side chair with padded seats, poly backs, casters and no arms.	\$3,267.94	\$3,267.94

Installation / Design / Delivery Services

LINE #	QTY	UNIT	DESCRIPTION	PRICE EA	EXT PRICE
10	1.00	EA	Installation / Design / Delivery Services	\$6,312.20	\$6,312.20

CUSTOMER SIGN OFF

This quote is subject to potential freight cost adjustments, product surcharges, and lead time changes without notice that are out of our control.

subtotal	\$51,908.24
sales tax	\$0.00
total	\$51,908.24

 Authorized Signature

 Accepted Date

 Print Name

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**CITY OF FARGO
GENERAL FUND - BUDGET TO ACTUAL
THROUGH JUNE 2022
(UNAUDITED)**

	2022 BUDGET	2022 ACTUAL	VARIANCE
REVENUES:			
Taxes	\$ 33,986,168	\$ 33,089,595	\$ (896,573)
Licenses & Permits	3,235,678	3,171,631	(64,047)
Fines & Traffic Tickets	1,147,564	771,941	(375,623)
Intergovernmental Revenue	9,506,660	7,775,710	(1,730,950)
Charges for Services	5,934,586	5,611,537	(323,049)
Interest	1,129,992	1,688,957	558,965
Miscellaneous Revenue	1,496,090	678,466	(817,624)
Transfers In	8,481,772	4,961,780	(3,519,992)
Total Revenues	\$ 64,918,510	\$ 57,749,617	\$ (7,168,893)
EXPENDITURES:			
City Administrator	\$ 4,932,081	\$ 4,629,906	\$ 302,175
Finance	4,449,182	3,725,342	723,840
Planning & Development	2,772,022	1,927,201	844,821
Public Works	8,814,803	8,943,192	(128,389)
Fire Department	7,816,001	7,839,120	(23,119)
Police	12,084,118	10,835,872	1,248,246
Health	6,022,036	7,140,998	(1,118,962)
Library	2,473,833	2,390,074	83,759
Commission	378,492	370,067	8,425
Social Services	306,133	277,336	28,797
Capital Outlay	1,169,013	355,509	813,504
Vehicle Replacement/IT	-	(14,796)	14,796
Contingency	(591,222)	(4,420)	(586,802)
Transfers Out	3,237,859	2,708,536	529,323
Total Expenditures	\$ 53,864,351	\$ 51,123,937	\$ 2,740,414
Excess of Revenue Over (Under) Expenditures	\$ 11,054,159	\$ 6,625,680	\$ (4,428,479)



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FINANCE OFFICE

PO Box 2083

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1333 | Fax: 701.476.4188

www.FargoND.gov

TO: BOARD OF CITY COMMISSIONERS

FROM: TERRI GAYHART, DIRECTOR OF FINANCE *TJG*

RE: STATE WATER COMMISSION COST REIMBURSEMENT APPROVAL

DATE: July 18, 2022

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 \$1,224,134.73.



FINANCE OFFICE

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

July 18, 2022

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

Dear Andrea,

The Metro Flood Diversion Authority is submitting eligible costs for reimbursement request #126 pursuant to the terms and conditions of House Bill 1020 for costs incurred from May 1, 2022 - May 31, 2022 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 \$1,224,134.73

State Funds Available	Amount Spent Previous Request	Amount Spent This Period	State Cost Share	Reimbursement Request This Period	Balance of State Funds
\$ 354,500,000.00	\$ 346,403,498.88	\$ 2,448,269.46	50%	\$ 1,224,134.73	\$ 6,872,366.39

Project Narrative, this request:

Project Number	Project Description
V01701	Land purchases & relocation assistance for homeowners and business located in areas of the diversion project
V01704	Environmental Monitoring Easement
V04705	Utility Relocation

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

Expense Type	Amount
Engineering Services	904,393.59
Construction Management	1,105,715.80
Legal Services	543,362.13
Appraisal Services	26,000.00
Property Holding Costs	111,503.93
Quality Testing	1,020.00
Trustee Fees	16,480.00
Legal Publications	6,434.34
Total Eligible Expense	2,714,909.79

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

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

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

Sincerely,



Terri Gayhart
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 Monthly Expense
May 2022

Table with columns for dates (e.g., 5/12/2022), account numbers (e.g., 790-7930-429-33-25), and descriptions (e.g., 19734 CASS COUNTY JOINT WATER RESOURCE DI). Includes various vendor names like TWICHELL, P.C., and services like CH2M HILL LAND ACQUISITION and MONTHLY TRUSTEE FEE.

FM Metropolitan Area Flood Risk Management Project
 Summary of Monthly Expense
 May 2022

790-7930-429 80-17	5/12/2022	9750	310967	19734	731.69	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429 80-17	5/12/2022	9751	310967	19734	2,040.44	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429 80-17	5/12/2022		319367	19734	1,897.82	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429 80-17	5/12/2022		319367	19734	261.87	V01702	ND LAND PURCHASE-HARDSHIP
					111,503.93		

Total Eligible Expense for the Period
2,048,269.16



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

Fargo Cass



Public Health
Prevent. Promote. Protect.

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS
FROM: DESI FLEMING *DF*
DIRECTOR OF PUBLIC HEALTH
DATE: JULY 11, 2022
RE: NOTICE OF GRANT AWARD FROM NDDOH FOR WOMEN'S WAY,
GRANT NUMBER G21.860, CFDA: 93.898 (WW FEDERAL-\$76,340),
NA (WW SPECIAL-\$20,670), 93.391 (COVID-\$27,750)

The following Notice of Grant Award is to fund the Women's Way Program which provides for the North Dakota Breast and Cervical Cancer Early Detection Program at Fargo Cass Public Health.

No budget adjustments for the grant award.

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

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

DF/lls
Enclosure



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

Grant Number G21.860	CFDA Name WW Fed: Cancer Prevention and Control for States, Territorial and Tribal Organizations. WW Special: Not applicable. COVID: National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities.		CFDA Number WW Fed: 93.898 for \$76,340 WW Special: Not applicable for \$20,670 COVID: 93.391 for \$27,750
FAIN Number WW Fed: NU58DP007108 WW Special: Not applicable COVID: NH75OT000095	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 6/30/2022	Grant End Date 6/29/2023
Federal Award Date WW Fed: 5/26/2022 WW Special: Not applicable COVID: 5/28/2021	Federal Awarding Agency WW Fed and COVID: Department of Health and Human Services WW Special: Not applicable		
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 <i>Women's Way</i>	North Dakota Department of Health (NDDoH) Project Code WW Fed: 4521 HLH 5213 01; \$76,340 WW Special: 4521 HLH 5213 02; \$20,670 COVID: 4541 HLH 4903 01; \$27,750		
Grantee Name Fargo Cass Public Health	Project Director Susan Mormann		
Address: 1240 25th Street South	Address: 600 East Boulevard Avenue, Dept. 301		
City/State/ZIP Code: Fargo, ND 58103-2367	City/State/ZIP Code: Bismarck, ND 58505-0200		
Contact Name: Kristina Kluth	Contact Name: Susan Mormann		
Telephone Number: 701-298-6918	Telephone Number: 701-328-2472		
Email Address: kkluth@FargoND.gov	Email Address: smormann@nd.gov		
	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$124,760	\$0	\$124,760
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$124,760	\$0	\$124,760
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service Grantee will administer and manage <i>Women's Way</i> to conduct the North Dakota Breast and Cervical Cancer Early Detection Program within its mutually agreed upon service area. Grantee to follow the <i>Women's Way</i> Local Coordinating Unit (LCU) Policy and Procedure Manual. Grantee will attend the bi-monthly teleconferences, the annual face-to-face local coordinating unit meeting and/or any mandatory training required by the state office. Screening goal including patient navigation only and priority populations, provider-clinic consultations, and community-clinical linkages are further defined in Attachment A.			
Reporting Requirements Reporting requirements are defined in Attachment A.			
Special Conditions The Department must pre-approve all materials developed using <i>Women's Way</i> funds and/or logo. Note: Health care reform and state appropriations may affect the amount of funding available in subsequent periods.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDoH as signed by Grantee for the period of July 1, 2021 to June 30, 2023 [Fiscal Services Use Only: <input checked="" type="checkbox"/> Requirements Received; <input checked="" type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 7/11/22	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Susan M. Mormann, Director, Division of Community and Health Systems	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Chief of Staff	
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.			

ATTACHMENT A
Fargo Cass Public Health
G21.860

SCOPE OF SERVICE

Grantee will use funds solely to administer and manage *Women's Way* to conduct the North Dakota Breast and Cervical Cancer Early Detection Program.

Screening Goals

With the change in screening habits as a result of the COVID-19 Pandemic, new client and priority populations recruitment are enhanced focuses of *Women's Way*. Data is submitted monthly and reported back to each local coordinating unit to monitor goal attainment for new client and priority populations recruitment and completed screens. This data provides program information to ensure resources used reflect community culture and language.

- The minimum screening goal is 310 program-eligible women which includes 50 patient navigation only (PN-only) women. Screening goal includes priority populations of 20 American Indian women with at least five American Indian PN-only women, and 38 Hispanic women with at least three Hispanic PN-only women.
- Based on a 25 percent minimum screening goal of 310, it is estimated that 78 clients may require follow-up services for abnormal screening results.
- Clients aged 39 or younger who receive screening services and/or follow-up services for abnormal screening results are limited to 10 percent of the Grantee's minimum screening goal or 31 clients.

New Client Recruitment

Grantee is expected to recruit and enroll new women that meet *Women's Way* eligibility criteria.

- The minimum new client enrollment goal is 20 percent of the screening goal or 62 new clients.

Provider-Clinic Consultations to Ensure Quality and Appropriate Services for Enrolled Clients

Grantee shall maintain relationships with qualified local health care providers (HCPs) within its mutually agreed upon service area to ensure quality and appropriate services for enrolled *Women's Way* clients.

- Ensure all health care professionals, clinics, and facilities who will submit claims for *Women's Way* clients have signed a Provider Cooperative Agreement with the North Dakota Department of Health before providing services for *Women's Way* clients.
- Grantee will contact the State Office if an HCP is to be enrolled as a *Women's Way* provider.
- Grantee will inform HCPs that all claims for client health care services shall be submitted to the Third-Party Administrator for *Women's Way*. The Third-Party Administrator is BlueCross BlueShield of North Dakota (BCBSND). Grantee will inform HCPs this requires a separate participation agreement with BCBSND, which is an independent entity.
- Assist the State Office in ensuring all enrolled HCPs have the current *Women's Way* "What's Covered" list (i.e., approved CPT codes).
- Remind HCPs to inform the *Women's Way* client if they are going to perform a procedure not covered by the program. Grantee will inform the HCPs that they should allow the client to decide if she desires to have any procedures other than *Women's Way* covered services, since she will be liable for those costs.
- Assist the State Office in notifying all appropriate HCP personnel that the 12-digit ID number assigned to each client is their identification/benefit number and is required on all claim forms submitted to BCBSND for reimbursement.
- Grantee shall facilitate building capacity for local staff and HCPs to ensure compliance with *Women's Way* policies and practices. Use of phone or videoconferencing to share information is recommended with no fewer than six provider-clinic consultations occurring in-person.

Community-Clinical Linkages to Aid Patient Support and Increase Cancer Screening

Clinical-Community Linkages (CCLs) help to connect health care providers, community organizations, and public health agencies to support community access to resources that help prevent, manage, or reduce risks of cancer and other chronic diseases. The goals of CCL include the following:

- Develop partnerships across public health, communities, and health care professionals.
- Promote healthy behaviors and environments by coordinating health care delivery, public health, and community-based activities.
- Encourage community engagement in coordinating services and developing linkages.

The community sector is composed of organizations that provide services, programs, or resources to community members in non-health care settings. Examples may include community pharmacies (as opposed to a pharmacy in a health care setting, such as a hospital); employers; faith-based organizations; community centers; salons and barbershops; and nonprofit organizations such as the YMCA.

The clinical sector is composed of organizations that provide services, programs, or resources directly related to medical diagnoses or treatment of community members by health care workers (e.g., physicians, nurses, nursing assistants, physical therapists, emergency medical service personnel, dentists, pharmacists, laboratory personnel) in health care settings. Examples may include community clinics; single practices; group clinics; rural clinics; Qualified Health Centers (e.g., community health centers, public housing, primary care programs, migrant health centers); and hospitals.

Grantee agrees to facilitate no fewer than four community-clinical linkages events/strategies per program year.

- Conduct community outreach, provide patient education about risk factors and preventive health behaviors, identify eligible women for screening, and address barriers to care.
- Navigate women to community resources, medical homes, or health care systems for cancer screening, diagnostic, and/or treatment resources.
- Work with community partners to reach disparate populations and use culturally appropriate interventions that are tailored for the communities for which they are intended.
- Facilitate or refer to Medicaid Expansion or health insurance enrollment, if applicable. Track and report number of women referred.


REPORTING REQUIREMENTS

- Accurately completed forms, navigation encounters, provider-clinic consultations, and the monthly electronic submission of up-to-date data from the *Women's Way* data system (CaST), will be submitted by the 5th of the following month.
- Grantee agrees to submit completed evaluation reports via Qualtrics as requested.
- Grantee agrees to submit reimbursement requests electronically each month through the Program Reporting System (PRS). Reimbursement will be based on expenditures outlined in Grantee's approved budget and will be processed upon Department receipt and approval of the request for reimbursement (RFR), supporting documentation, and CaST data. The RFR for June 30, 2022 must be received by July 15, 2022. The final RFR for the period ending June 29, 2023 must be received by the Department on or before July 14, 2023.
- Failure to submit the required reports, attend the bi-monthly conference calls and face-to-face local coordinator's meetings, required trainings and/or make adequate progress toward screening, patient navigation only, priority populations, and new client enrollment goals will result in the re-evaluation of services and funding.



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 19, 2022

RE: NOTICE OF GRANT AWARD FROM NORTH DAKOTA DEPARTMENT OF COMMERCE/DCS FOR GLADYS RAY SHELTER EMERGENCY SOLUTIONS GRANT CONTRACT NO. 4862-ESG20-CV for \$56,000.00

The following Notice of Grant Award from the North Dakota Department of Commerce is for the Gladys Ray Shelter for Homeless.

BUDGET ADJUSTMENT

2022 REVENUE		
ESG-CV	101-0000-331-12-96	\$56,000
2022 EXPENSE		
In State Travel	101-6013-451-56-60	\$50,000
General Supplies	101-6013-451-61-40	\$ 6,000

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

Suggested Motion: Move to approve the award from North Dakota Department of Commerce



DF/lls
Enclosure

FINANCIAL AWARD

NORTH DAKOTA DEPARTMENT OF COMMERCE/DCS

SFN 4623 (7/21)

**PART I
BASIC INFORMATION & SIGNATORY SHEET**

PROJECT TITLE Emergency Solutions Grant-CV		INSTRUMENT TYPE <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Contract <input type="checkbox"/> Cooperative Agreement	
		INSTRUMENT NUMBER 4862-ESG20-CV	
RECIPIENT NAME AND ADDRESS FCPH/City of Fargo/Gladys Ray Shelter 1519 1st Avenue South, Suite A Fargo, ND 58103		GRANTOR ND Department of Commerce Division of Community Services 1600 East Century Ave, Suite 6, PO Box 2057 Bismarck, ND 58502-2057 Phone: (701) 328-5300	
RECIPIENT UEI NUMBER (Unique Entity ID) K2QJQZVH5PM6		BUDGET/PROJECT PERIOD 3/1/21 - 5/31/23	DATE 07/13/22
RECIPIENT TYPE <input type="checkbox"/> State Government <input type="checkbox"/> Indian Tribal Government <input checked="" type="checkbox"/> Local Government <input type="checkbox"/> Individual <input type="checkbox"/> Education <input type="checkbox"/> For Profit Organization <input type="checkbox"/> Hospital <input type="checkbox"/> Other Nonprofit Organizations <input type="checkbox"/> Other (Specify) _____		FUNDING SOURCE <input checked="" type="checkbox"/> Federal _____ <input type="checkbox"/> State _____ <input type="checkbox"/> Other _____	
FEDERAL AUTHORIZING LEGISLATION P.L. 116-136 and P.L. 101-625		TYPE OF AWARD <input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment No. <u>06</u>	
FEDERAL GRANT NUMBER E-20-DW-38-0001 dated 1/7/21		CFDA NUMBER 14.231	
ADMINISTERING AGENCY Gladys Ray Shelter		PROJECT ADMINISTRATOR Jan Eliassen	TELEPHONE (701) 364-0116
PROCUREMENT METHOD (CONTRACTS) <input type="checkbox"/> Formal Bid <input type="checkbox"/> Noncompetitive Negotiation <input type="checkbox"/> Small Purchase <input type="checkbox"/> Competitive Negotiation			
FUNDING AUTHORIZATION			
1. DCS Funds Awarded This Action	\$	56,000.00	
2. DCS Carryover Funds Authorized	\$		
3. DCS Previous Awards This Project Period	\$	1,004,680.00	
4. DCS Previous Deauthorizations This Project Period	\$		
5. Current DCS Funds Authorized	\$		\$ 1,060,680.00
6. Recipient Share of Budget	\$	0.00	
7. Total Approved Budget	\$		\$ <u>1,060,680.00</u>
REMARKS This amendment adds \$56,000 in ESG-CV funds for Emergency Shelter activities through May 31, 2023.			
This award agreement is entered into by the <i>RECIPIENT</i> and <i>GRANTOR</i> specified above. The <i>RECIPIENT</i> agrees to implement the tasks delineated in this award and will comply with all incorporated and referenced terms and conditions. The award consists of this Signatory Sheet, the attached Terms and Conditions, the attached Budget, and incorporated or referenced Work Program or Application.			
EVIDENCE OF RECIPIENT ACCEPTANCE		EVIDENCE OF GRANTOR ACCEPTANCE	
NAME Jan Eliassen Director  07/19/22	NAME Maria Effertz Hanson		
 Desi Fleming, Director of Public Health 07/19/22	TITLE Director		
	SIGNATURE X	DATE	

Timothy J. Mahoney, Mayor, City of Fargo

DATE

PART IV
SCOPE OF WORK AND PROJECT BUDGET
 7/29/13

Name of Grantee FCPH/City of Fargo/Gladys Ray Shelter	Instrument Number 4862-ESG20-CV										
	Activity	CDBG	HOME	ESG-CV	NDHG	HOPWA	Other Federal	State/ Local	Private	Other*	Total
Street Outreach activities			69,157.51								69,157.51
Emergency Shelter activities			987,269.36								987,269.36
Rapid Re-Housing activities			4,253.13								4,253.13
Administration											0.00
TOTAL	0.00	0.00	1,060,680.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,060,680.00
*Source of Other Funds _____											

(17)

July 25th 2022

To: City of Fargo Board of Commissioners

From: Timothy S. Dirks, Director
Fargo Public Library



The Facilities Master Planning Steering Committee has selected JLG Architects for the development of a facilities master plan. The City Finance Committee has approved the funding. The contract has been reviewed by the City Attorney's Office. The Fargo Public Library Board has approved the recommendation of the steering committee.

Recommended motion:

To approve the proposed contract with JLG Architects for the development of a facilities master plan for the Fargo Public Library.

Attachments:

JLG Architects Contract

 **AIA**® Document B105™ – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twentieth day of June in the year Two Thousand and Twenty Two

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Fargo Public Library
101 N. 4th St.
Fargo, ND 58102

and the Architect:

(Name, legal status, address and other information)

JLG Architects
214 N. Broadway
Fargo, ND 58102

for the following Project:

(Name, location and detailed description)

22092 – Fargo Public Library Facilities Masterplanning
The assessment of facilities and comprehensive master planning, to guide facilities planning and improvements for the next 10 years for Fargo Public Libraries, Fargo, ND.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. The Architect's services include the following consulting services, if any:

Library IQ: Library master planning services

Construction Engineers: Constructability and project budget estimating services

The Architect will provide facilities master planning services concurrent with the scope and deliverables outlined in Exhibit A: Scope of Work.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Compensation for JLG architects for the scope of work identified in Exhibit A: Scope of Work shall be \$69,500. Any additional scope requested shall be mutually agreed upon by Owner and Architect prior to commencement of services.

The Owner shall pay the Architect an initial payment of Zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Ten percent (10 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of One point Five percent (1.5 %) monthly , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond Twelve (12) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

Limitation of Liability

To the maximum extent permitted by law, the Owner agrees to limit the Architect's liability for any and all claims, losses, costs, damages, of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect to the Owner shall not exceed the Architect's total compensation for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Claims and disputes:

The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law. Any such claim, dispute or matter in question shall be subject to Informal Negotiation as first course of resolution. Either party may initiate informal negotiation of its claim, assuming the claim has been asserted within the time limits set forth in this Agreement by giving the other party written notice of such demand. Within ten (10) days of receipt of demand for informal negotiations, representatives of the parties with authority to settle the claim will meet to determine if the claim can be resolved informally. If informal negotiation fails to resolve the claim, mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a claim, dispute, or matter in question through mediation, the method of binding dispute resolution shall be the following: Litigation in a court of competent jurisdiction.

Init.

See attached *City of Fargo 2022 Addendum to Standard Short Form of Agreement between Owner and Architect AIA Document B105-2017* for modifications to this agreement.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Rob Remark, AIA, Principal

(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for AIA® Document B105™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:49:16 ET on 07/21/2022.

PAGE 1

AGREEMENT made as of the Twentieth day of June in the year Two Thousand and Twenty Two

...

Fargo Public Library
101 N. 4th St.
Fargo, ND 58102

...

JLG Architects
214 N. Broadway
Fargo, ND 58102

...

22092 – Fargo Public Library Facilities Masterplanning
The assessment of facilities and comprehensive master planning, to guide facilities planning and improvements for the next 10 years for Fargo Public Libraries, Fargo, ND.

PAGE 2

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. ~~The Architect's services include the following consulting services, if any:~~

...

~~During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner~~

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User Notes:

(3B9ADA57)

provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction. Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. The Architect's services include the following consulting services, if any:

...

Library IQ: Library master planning services
Construction Engineers: Constructability and project budget estimating services

...

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™ 2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105 2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement. The Architect will provide facilities master planning services concurrent with the scope and deliverables outlined in Exhibit A: Scope of Work.

PAGE 3

Compensation for JLG architects for the scope of work identified in Exhibit A: Scope of Work shall be \$69,500. Any additional scope requested shall be mutually agreed upon by Owner and Architect prior to commencement of services.

...

The Owner shall pay the Architect an initial payment of Zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

...

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Ten percent (10 %).

...

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of One point Five percent (1.5 %) monthly , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

...

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the

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User Notes:

extension of the Architect's Article 1 services beyond Twelve (12) months of the date of this Agreement through no fault of the Architect.

...

Limitation of Liability

...

To the maximum extent permitted by law, the Owner agrees to limit the Architect's liability for any and all claims, losses, costs, damages, of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect to the Owner shall not exceed the Architect's total compensation for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

...

Claims and disputes:

...

The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law. Any such claim, dispute or matter in question shall be subject to Informal Negotiation as first course of resolution. Either party may initiate informal negotiation of its claim, assuming the claim has been asserted within the time limits set forth in this Agreement by giving the other party written notice of such demand. Within ten (10) days of receipt of demand for informal negotiations, representatives of the parties with authority to settle the claim will meet to determine if the claim can be resolved informally. If informal negotiation fails to resolve the claim, mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a claim, dispute, or matter in question through mediation, the method of binding dispute resolution shall be the following: Litigation in a court of competent jurisdiction.

See attached *City of Fargo 2022 Addendum to Standard Short Form of Agreement between Owner and Architect AIA Document B105-2017* for modifications to this agreement.

PAGE 4

(Printed (Printed name and title)title)

Rob Remark, AIA, Principal
(Printed name, title, and license number, if required)required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Rob Remark, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:49:16 ET on 07/21/2022 under Order No. 2114257989 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ - 2017, Standard Short Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

City of Fargo
2022 Addendum to
Standard Short Form of Agreement between Owner and Architect
AIA Document B105-2017

The following changes are hereby made:

ARTICLE 1 – Architect’s Responsibilities

Add the word “reasonably” between “to” and “rely” in the 7th line so that it reads “The Architect shall be entitled to reasonably rely on,…”

Add a new paragraph to read as follows:

“The Architect shall be responsible for the Architect’s negligent acts or omissions and for the negligent acts or omissions of the Architect’s consultants and subcontractors and for the failure of the Architect, and the Architect’s consultants and subcontractors to comply with the requirements of this Agreement, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of any other persons or entities performing portions of the Work, including the Contractor and the Contractor’s subcontractors.”

Add a new paragraph to read as follows:

“The Architect shall maintain the following insurance until termination of this Agreement:

Commercial General Liability with policy limits of not less than one million dollars (\$1,000,000.00).

Professional Liability covering negligent acts, errors, omissions in the performance of professional services with policy limits of not less than one million dollars per claim (\$1,000,000.00) per claim.

Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.”

ARTICLE 3 – Use of Documents

Strike the following sentence:

“The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner’s use of the Instruments of Service without retaining the Architect.”

Add a new paragraph to read as follows:

“Any design errors or omissions in the Construction Documents furnished by the Architect will be promptly corrected by the Architect at no cost to the Owner. If, due to the Architect’s negligence, omission or failure to perform in accordance with the terms of this Agreement, a required item or component of the Project is omitted from the Construction Documents or if, due to such

negligence, omission, or failure, the Construction Documents must be modified through a Change Order, the Architect shall be responsible for paying the cost required to add or modify such item or component to the Project, excluding the reasonable cost that would have been incurred by the Owner at the time of the original bid for such Project item or component to the extent that such item or component would have been required and included in the original Construction Documents. In no event shall the Owner pay more than once for an item or component of the Project.”

ARTICLE 5 – Miscellaneous Provisions

Strike the words “the place where the Project is located” and replace it with “North Dakota” in the first sentence.

ARTICLE 6 – Payments and Compensation to the Architect

Change 30 days to 60 days in the fourth paragraph so that it reads: “Amounts unpaid sixty (60) days after the invoice date shall bear interest from the date payment is due at the rate of One point Five percent (1.5%) monthly...”

Add a new paragraph to read as follows:

“If at any time the Architect’s estimate of the Cost of the Work deviates from the Cost of Work most recently approved by the Owner, the Architect shall, upon the Owner’s request, provide a written explanation of the deviation and propose design changes that would bring the Project within the Cost of the Work.

ARTICLE 7 – Other Provisions

Limitation of Liability

Strike in its entirety.

Claims and disputes

Strike the words “in a court of competent jurisdiction” in the last sentence and replace with:

“in the District Court of Cass County, North Dakota.”



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

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July 19, 2022

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: Inter-Local Agreement between the City of Fargo and Cass County relative to the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Funding – CFDA # 16.738

Dear Commissioners:

The US Department of Justice has tentatively awarded the Fargo Police Department and Cass County Sheriff's Department \$72,542.00 in grant funding through the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG). In order to receive the funding, both the City of Fargo and Cass County governmental subdivisions must agree on how the funds are allocated between the two entities.

In addition to acting as the fiscal agent and grant manager of the funding, the Cass County Sheriff's Department is agreeable to allocating \$62,542.00 of the available funding to the Fargo Police Department and retaining \$10,000.00 of the funding for their use. I concur with distributing the grant funding in this manner.

Attached for your review and approval is the inter-local agreement that will need to be signed by both governmental subdivisions in order for the funds to be allocated. There is no local match funding required to accept the grant.

Recommended Motion:

I recommend acceptance of the inter-local agreement with Cass County and the allocation of the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) as described within the agreement.

Please contact me if you have any questions or concerns relative to this issue.

Sincerely,

David B. Zibolski
Chief of Police

THE STATE OF NORTH DAKOTA

County of Cass

INTERLOCAL AGREEMENT

BETWEEN THE COUNTY OF CASS AND THE CITY OF FARGO, ND OF CASS COUNTY
ND

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE

GRANT (JAG) PROGRAM

This Agreement is made and entered into this by and between the COUNTY of CASS, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY OF FARGO, acting by and through its governing body, the City Commission, hereinafter referred to as FARGO all of Cass County, State of North Dakota, witnessed:

WHEREAS, this Agreement is made under the authority of NDCC 11-9.1 Home Rule Counties and NDCC 40-05.1 Home Rule in Cities: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make the performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of each party, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement: and

WHEREAS, CASS agrees to provide FARGO \$ 62,542 from the JAG award for the Program: and

WHEREAS, CASS will retain \$10,000.00 from the JAG award for the Program:

WHEREAS, COUNTY, FARGO, believe it is in their best interests to allocate the JAG funds as stipulated and to utilize said funds in a collaborative program benefiting both parties.

WHEREAS, COUNTY, FARGO agrees that COUNTY will serve as the applicant/fiscal agent for the joint funds.

Paying for the performance of governmental functions hereunder shall make the performance or those payments from current revenues legally available to that party.

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of each party, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement: and

WHEREAS, COUNTY, FARGO, believe it is in their best interests to allocate the JAG funds as stipulated and to utilize said funds in a collaborative program benefiting both parties.

WHEREAS, COUNTY, FARGO agrees that COUNTY will serve as the applicant/fiscal agent for the joint funds.

NOW, THEREFORE, the COUNTY and FARGO, agree as follows:

Section 1.

CASS agrees to transfer to FARGO the sum of \$ 62,542.00 or purchase on their behalf for \$ 62,542.00 for the Program on or before 30 September 2026.

CASS will expend the sum of \$10,000.00 for the Program on or before 30 September 2026.

Section 2.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY, FARGO other than claims for which liability may be imposed by the North Dakota State Tort Claims Act NDCC 32-12.2.

Section 3.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the service by the other parties.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein. This Agreement shall not create any rights in any party, not a signatory hereto.

COUNTY OF CASS

CITY OF FARGO

Tim Mahoney, Mayor

ATTEST

Witness

APPROVED AS TO FORM

Fargo City Attorney

CASS COUNTY

Rick Steen, Chairman

Brandy Madrigga, Auditor

ATTEST:

_____ Witness

APPROVED AS TO FORM

Cass County State's Attorney



PUBLIC WORKS/OPERATIONS

19

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

July 12, 2022

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

RE: Fuel Purchase for 1st and 2nd Quarters of 2023 (RFV23003)

Commissioners:

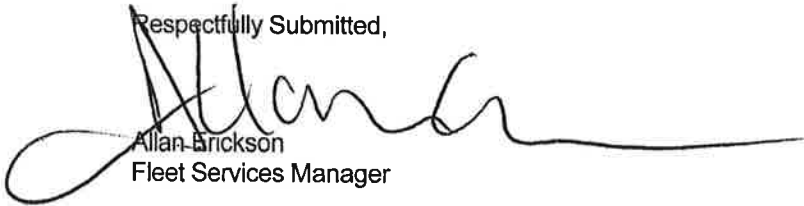
The Fuel Procurement Committee, comprised of the Public Works Director of Operations, the Fleet Services Manager and Transit Fleet Manager, monitors the City of Fargo's current and projected fuel use and the fuel market to determine when conditions are favorable to lock in fuel prices for 80% of the city's projected fuel uses.

On July 12, 2023, the Fuel Procurement Committee received bids for 240,000 gallons of #2 Diesel and 110,000 Gallons of Unleaded Gasoline. The award was made to Northdale Oil, Inc with a submitted low bid of \$1,072,395.00 without tax. (RFV23003).

Attached for your review is the Bid Tab from July 12, 2023 and the Fuel Contract.

RECOMMENDED MOTION: I/we hereby move to authorize and execute the Forward Fuel Contract (RFV23003) for the 1st and 2nd Quarters of 2023.

Respectfully Submitted,


Allan Erickson
Fleet Services Manager

Snow Removal
Street Maintenance
Right of Way Maintenance

Sanitary & Storm
Sewer Maintenance
Street Name Sign Maintenance

Fleet Management
Meters Readings,
Installations & Maintenance

Urban Forestry
Water Service/Hydrants
& Watermain Maintenance



Definitions:

The terms City of Fargo, City, Buyer and Grantee are synonymous and mean the City of Fargo

The terms "Bidder, Contractor, Offerer, Proposer, Contractor, Firm, Company" are synonymous and mean the offerer or Contractor.

Efficiency Payments:

In the event Buyer does not take delivery of the contracted quantity for the delivery period, Contractor can sell the volume not lifted in the open market the last 2 days of the quarter contract or the first 5 days of the following quarter contract.

If the open market price is less than the fixed forward pricing above, the Buyer will pay Contractor the amount equal to the volume not lifted times the difference between the open market price and the fixed forward price.

If the open market price is more than the fixed forward pricing above, the Contractor will pay Buyer the amount equal to the volume not lifted times the difference between the open market price and the fixed forward price.

Delivery of Fuel

Delivery of fuel will be to all City of Fargo's three (3) fueling sites located at:

402 23rd Street North	Public Works (3 Underground tanks)
650 23rd Street North	Metro Transit Garage (2 underground tanks)
4501 7th Avenue North	Landfill (1 above ground tank)

Delivery of fuel to the fueling site at Public Works will require a vent hose to be connected between tanker and tank.

Additional Products and Fuel Additives

The Buyer uses various mixtures of fuel depending on the time of year. For winter use, diesel is a blend of #1 and #2 with a cold weather additive. Bio diesel may also be used during the summer months. Additional products purchased outside of the contracted amount will be current rack price at the time of purchase. Splash blending for products like bio-diesel will be acceptable.

Failure to Perform:

If, during any month of the delivery period, Contractor fails to deliver the contracted volume, and such failure is not excused as provided herein, and the Replacement Price (cost incurred by Buyer to secure the contracted for volume) is greater than the Contract

Price, then Contractor shall be liable for and shall pay Buyer the amount equal to the volume not delivered times the difference between the Replacement Price and the Contract Price.

Excused Performance:

Except with regard to a Party's obligation to make payments due under this Contract, in the event either Buyer or Contractor is rendered unable, wholly or in part, by unforeseeable causes to carry out its obligations, then upon notification by telephone with a subsequent written notice setting forth the specifics within a reasonable time, but not in excess of six (6) days after the commencement of the failure to perform due to unforeseeable causes, the obligations of the Party giving such notice, insofar as they are affected by such causes, from its inception, shall be excused during the entire period of any inability so caused but for no longer period.

Excused performance, as employed in this Contract will mean any event that prevents delivery or receipt of Product, including acts of God, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or any other cause of like kind not reasonably within the control of the non-performing Party and which by the exercise of due diligence such Party could not have prevented or is unable to overcome.

Contractor Warrants:

Contractor warrants that all royalties, taxes and other sums due on production and transportation of the Fuel to the Delivery Point(s) are paid, and that it will have the right to convey and will transfer good and merchantable title to all Fuel sold hereunder and delivered by it to Buyer, free and clear of any and all liens, encumbrances and claims. All Fuel delivered will meet the ASTM standard for that product.

Contractor shall pay all taxes lawfully levied on Contractor applicable to the Fuel delivered to Buyer. Buyer shall pay all taxes lawfully levied on Buyer after delivery to Buyer. If Buyer is exempt from any taxes, Buyer shall furnish Contractor with proper documentation.

If in the event of a product shortage at the local pipeline and a tanker must be sent to another pipeline outside of the metro area, the additional freight charge must be agreed upon between buyer and Contractor at the time of order.

Notices:

All billings, payments, statements, notices and communications made pursuant to this Contract shall be made as follows:

Contractor:

Buyer:

Northdale Oil, Inc.	City of Fargo
203 14 th St NE	225 4 th St N
East Grand Forks, MN 56721	Fargo, ND 58102

Transfer or Assignment:

This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective Parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this contract, in whole or in part, will be made without the prior written consent of the non-assigning party, which consent will not be unreasonably withhold or delayed provided, Upon any transfer and assumption, the transferor shall not be relieved of or discharged from any obligations hereunder unless such assumption is made in the transfer/assumption agreement.

Severability:

If any term, provision, covenant, or condition of this Contract or the application thereof, to any party or circumstance, shall be held to be invalid or unenforceable (in whole or in part) for any reason, the remaining terms, provisions, covenants, and conditions hereof shall continue in full force and effect as if this Contract had been executed with the invalid or unenforceable portion eliminated.

Applicable Law:

The Contract shall be governed in accordance with the laws of the State of North Dakota.

Consequential and Incidental Damages:

In no event will either party be liable under this Contract, whether in contract, tort (including negligence and strict liability) or otherwise, for incidental, consequential, special or punitive damages.

Applicable Federal Clauses

Only to the extent any of the following sections are applicable to a contract of the nature herein contemplated, the following shall apply:

No Government Obligation to Third Parties:

The Buyer and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Buyer, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud & False or Fraudulent Statements & Related Acts:

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, Program Fraud Civil Remedies, 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports:

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the

contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a

period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

Federal Changes:

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Buyer and FTA, and they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights and Equal Opportunity:

The City of Fargo is an Equal Opportunity Employer. As such, the City of Fargo agrees to comply with all applicable Federal civil rights laws and implementing regulations.

Apart from inconsistent requirements imposed by Federal laws or regulations, the City of Fargo agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination: In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C.

§ 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42

U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age: In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities: In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Termination Provisions:

The City reserves the right to terminate this agreement for cause by written notices to the Contractor. Cause for termination will be documented failure(s) of the Contractor to provide services in the quantity and/or quality required by the agreement. Contractor will, within ten (10) days, correct the failure or present the City with a plan to correct the failure. In the event Contractor does not correct failure or complete its plan to correct failure, then the City may terminate this agreement by notifying Contractor of date of termination. Said termination shall not diminish the City of Fargo's rights under law or equity.

This Contract may be terminated for cause by either party upon seven (7) days' written notice in the event of substantial failure to perform through no fault of the terminating party.

In the event of any termination, City of Fargo shall pay the agreed rate only for services delivered up to the date of termination. City of Fargo has no obligation to Contractor, of any kind, after the date of termination.

Disadvantaged and Small Business Enterprise:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a) Withholding monthly progress payments;
- b) Assessing sanctions;
- c) Liquidated damages; and/or
- d) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

In connection with the performance of this service, the Contractor will cooperate with the City of Fargo in the utilization of disadvantaged business enterprises including women- owned business enterprises for the duration of the contract and will use its best efforts to insure that disadvantaged business enterprises have the maximum practicable opportunity to compete for subcontract work. In order to insure that a fair proportion of the purchases of supplies and services is placed with disadvantaged business enterprises, the Contractor agrees to take affirmative action to identify disadvantaged business firms, solicit bids or quotations from them for supplies and services related to this proposal.

The Contractor agrees to meet any goals established by City of Fargo for purchases pertaining to this Contract to the best of the Contractor's ability and will provide the City of Fargo with the necessary certification and records for reporting purposes. When the majority of the contract is labor, which is not a contracting opportunity, DBE goals will not be set but Contractors are encouraged to use DBE businesses.

The Contractor will be required to report its DBE participation obtained through race- neutral means throughout the period of performance.

The Contractor must promptly notify the City of Fargo whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Fargo.

Fostering Small Business Participation. The City of Fargo has established a small business element to its DBE program, pursuant to 49 CFR 26.39. This program aims to provide opportunities and foster small business enterprises (SBE)/participation in contracting with the City of Fargo. This program is race- and gender- neutral, however SBEs can also count towards DBE goals.

Incorporation of FTA Terms:

The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 (as amended), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Fargo requests which would cause City of Fargo to be in violation of the FTA terms and conditions.

Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Breach of Contract and Dispute Resolution:

Disputes: Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City, the City Administrator. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Fargo City Commission, 225 4th St N, Fargo, ND 58102. A hearing will be scheduled with the Fargo City Commission at the next regularly scheduled meeting. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at said hearing. The decision of the Fargo City Commission shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute: Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims of Damages: Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies: Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of North Dakota.

Rights and Remedies: The duties and obligations imposed by this Agreement/Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying Restrictions:

The Proposer certifies that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,

U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

Clean Air and Federal Water Pollution Control Act:

The Contractor agrees:

It will not use any violating facilities;

It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

It will report violations of use of prohibited facilities to FTA; and

It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Contract Work Hours & Safety Standards Act:

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

Substance Abuse Requirements: Drug and Alcohol Testing:

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of North Dakota or the City of Fargo, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before the start of the contract period and to submit the Management Information System (MIS) reports before the start of the contract to the City of Fargo Fleet Manager. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Energy Conservation:

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq).

Safe Operation of Motor Vehicles:

Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company- owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Entire Agreement:

THE TERMS CONTAINED IN THIS CONTRACT CONSTITUTE THE ENTIRE CONTRACT OF THE PARTIES, AND THERE ARE NO CONTRACTS, UNDERSTANDINGS, OBLIGATIONS, PROMISES, ASSURANCES OR CONDITIONS, PRECEDENT OR OTHERWISE, EXCEPT THOSE EXPRESSLY SET OUT HEREIN.

DESTINATION IS CITY OF FARGO FUELING STATIONS

Dated this 12 day of July, 2022.

CONTRACTOR

BUYER

By: [Signature]

Dr. Tim Mahoney Mayor

It: Northdale Oil

(Both Parties are Signatories)

City of Fargo Fuel Bid for 1st and 2nd Quarter of 2023
Due by 9:00 AM Central Time, July 12, 2022
Please list below your prices on a quarterly basis.

\$ Per Gallon will **INCLUDE**

Any local freight/delivery charges.

The Federal LUST (Leaking Underground Storage Tank) fee. (One tenth of one cent per gallon)

North Dakota State Inspection fee. (One-fortieth of one cent per gallon)

Federal Oil Spill Recovery Fee

<u>1st Quarter (Jan 1 – Mar 31)</u>	<u>Gallons</u>	<u>Cost/Gallon</u>
#2 Diesel Fuel	120,000	<u>3.28</u>
No-Lead Ethanol 87 Octane	55,000	<u>2.547</u>
<u>2nd Quarter (Apr 1 – June 30)</u>		
#2 Diesel Fuel	120,000	<u>3.26</u>
No-Lead Ethanol 87 Octane	55,000	<u>2.682</u>
Total Gallons #2	240,000	\$ <u>784,800</u>
Total Gallons No-Lead	<u>110,000</u>	\$ <u>287,595</u>
	350,000	
TOTAL		<u>\$1,072,395</u>
Demurrage Charge per hour <u>after</u> the first hour		<u>\$60</u>


Vendor: Northdale Oil, Inc

Signature: 

Title: President

Date: 7/12/2022

Time: 8:30am

Buyer:  7/12/22 9:05A
City of Fargo

**City of Fargo Fuel Bid for 1st and 2nd Quarter of 2023
 Due by 9:00 AM Central Time, July 12, 2022
 Please list below your prices on a quarterly basis.**

\$ Per Gallon will **INCLUDE**

Any local freight/delivery charges.

The Federal LUST (Leaking Underground Storage Tank) fee. (One tenth of one cent per gallon)

North Dakota State Inspection fee. (One-fortieth of one cent per gallon)

Federal Oil Spill Recovery Fee

<u>1st Quarter (Jan 1 – Mar 31)</u>	<u>Gallons</u>	<u>Cost/Gallon</u>
#2 Diesel Fuel	120,000	<u>\$3.6329</u>
No-Lead Ethanol 87 Octane	55,000	<u>\$2.7638</u>
 <u>2nd Quarter (Apr 1 – June 30)</u>		
#2 Diesel Fuel	120,000	<u>\$3.4675</u>
No-Lead Ethanol 87 Octane	55,000	<u>\$2.9365</u>
 Total Gallons #2	240,000	<u>\$852,036.00</u>
Total Gallons No-Lead	<u>110,000</u>	<u>\$313,512.83</u>
	350,000	
	TOTAL	\$1,165,548.83

Demurrage Charge per hour **after** the first hour \$150.00

Vendor: Mansfield Oil Company of Gainesville, Inc.

Signature: 

Title: SVP, Supply and Distribution

Date: 06/22/2022

Time: Andy Milton

Buyer: Allan Erickson

****#1 ULSD will be provided during the winter months at a price of Mansfield's Cost of fuel +.01 per gallon****

(20)

July 25, 2022

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

RE: Public Transportation Agency Safety Plan Annual Update

Commissioners,

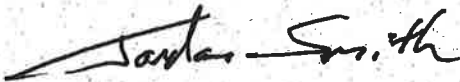
The Public Transportation Agency Safety Plan was originally approved by the City Commission on November 30th, 2020. Our plan requires an annual update of the plan and approval by the City Commission. This is our first annual update to the Safety Plan.

The safety committee reviewed the plan and approved the plan on June 29 at our bi-monthly committee meeting. Major changes incorporated into this annual update include:

- Updated Safety Targets for 2022
- Adding an Infectious Disease Mitigation component
- Adding Safety Committee approval date
- Remove Safety Culture target
- Remove workdays lost target
- Moved the audit log to be an exhibit to the plan

RECOMMENDED MOTION: I/we move to approve the attached Public Transportation Agency Safety Plan.

Respectfully Submitted,



Jordan Smith
Assistant Transit Director – Fleet and Facilities

PUBLIC TRANSPORTATION
AGENCY SAFETY PLAN (PTASP)
FOR THE CITIES OF
FARGO, ND
MOORHEAD, MN

Prepared by: Jordan Smith

METRO TRANSIT GARAGE, 650 23rd St. N. Fargo, ND 58102

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TRANSIT AGENCY INFORMATION

Transit Agency Name	City of Fargo / City of Moorhead (jointly operating as MATBUS)
Transit Agency Address	Metro Transit Garage, 650 23 rd St N Fargo, ND 58102
Name and Title of Accountable Executive	Julie Bommelman, Fargo Transit Director / Dan Mahli, Moorhead City Manager
Name of Chief Safety Officer(s) or SMS Executives	Jordan Smith, Fargo Assistant Transit Director - Fleet and Facilities / Lori Van Beek, Moorhead Transit Manager
Mode(s) of Service Covered by This Plan	Fixed Route; Paratransit
List of All FTA Funding Types	5307, 5310, 5339
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Modes: Fixed Route and Paratransit. The Cities of Fargo, ND and Moorhead, MN use contracted labor to operate the revenue vehicles for both modes.
Does the agency provide transit service on behalf of another transit agency?	The City of Fargo and City of Moorhead have a Joint Powers Agreement (JPA) for the operation of public transit in the metropolitan area. Under that agreement, the City of Fargo provides staff for building maintenance, vehicle maintenance, Fixed Route dispatch, mobility management, and Paratransit Reservationists, with the City of Moorhead paying a portion based on cost-sharing formulas in the JPA. The City of Fargo and the City of Moorhead jointly own the Metro Transit Garage where vehicles are stored, fueled and maintained and where administrative offices are located for City and contract staff. Fargo and Moorhead together select a contracted operator, but have separate contracts with the operator. Fixed Route vehicles are owned by the individual cities. Paratransit vehicles are owned by the individual cities; however, Moorhead leases their vehicles to Fargo for operation of the metro Paratransit system. The City of Fargo owns and operates the Ground Transportation Center (GTC) which acts as the main transfer facility for several routes from Fargo and Moorhead; there are also staff members located at the GTC. Moorhead cost shares in the GTC Operations.

ORGANIZATION STRUCTURE AND SYSTEM SAFETY RESPONSIBILITIES

<p>CITY OF FARGO Accountable Executive Julie Bommelman</p> <p>CITY OF MOORHEAD Accountable Executive Dan Mahli</p>	<p>The Transit Director serves as the City of Fargo Transit Accountable Executive and the City Manager serves as the City of Moorhead Accountable Executive with the following authorities, accountabilities, and responsibilities under this plan:</p> <ul style="list-style-type: none"> Controls and directs human and capital resources needed to develop and maintain the PTASP and SMS.
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	<ul style="list-style-type: none"> • Designates an adequately trained Chief Safety Officer who is a direct report. • Ensures that City of Fargo SMS is effectively implemented. • Ensures action is taken to address substandard performance in SMS. • Assumes ultimate responsibility for carrying out City of Fargo and City of Moorhead PTASP and SMS. • Maintains responsibility for carrying out the agency's Transit Asset Management Plan.
<p>CITY OF FARGO Chief Safety Officer Jordan Smith</p> <p>CITY OF MOORHEAD Chief Safety Officer Lori Van Beek</p>	<p>The Fargo Accountable Executive designates the Assistant Transit Director - Fleet and Facilities as the Chief Safety Officer. The Moorhead Accountable Executive designates the Moorhead Transit Manager as the Chief Safety Officer. The Chief Safety Officer has the following authorities, accountabilities, and responsibilities under this plan:</p> <ul style="list-style-type: none"> • Develops the PTASP and SMS policies and procedures • Ensures and oversees day-to-day implementation and operation of the SMS. • Chairs the Safety Committee. <ul style="list-style-type: none"> - Coordinates the activities of the committee - Establishes and maintains the Safety Event Log to monitor and analyze trends in hazards, occurrences, incidents, and accidents - Maintains and distributes minutes of committee meetings • Advises the Accountable Executive on SMS progress and status. • Identifies substandard performance in the SMS and develops action plans for approval by the Accountable Executive. • Ensures policies are consistent with safety objectives • Provides Safety Risk Management expertise and supports other personnel who conduct and oversee Safety Assurance activities.
<p>Agency Leadership and Management</p>	<p>Agency Leadership and Management also have authorities and responsibilities for day-to-day SMS implementation and operation of the SMS under this plan. Agency Leadership and Management include:</p> <ul style="list-style-type: none"> • Fargo Assistant Transit Director • Moorhead Transit Manager • Driver Services General Manager (Contracted) • Driver Services Operations Manager (Contracted) • Driver Services Safety Manager (Contracted) • Operations managers and supervisors <p>Leadership and Management personnel have the following authorities, accountabilities, and responsibilities:</p> <ul style="list-style-type: none"> • Participate as members of the Safety Committee (operations managers and supervisors will be rotated through the Safety Committee on a two-year term and other positions are permanent members) • Complete training on SMS and PTASP elements. • Oversee day-to-day operations of the SMS in their departments. • Modify polices in their departments consistent with implementation of the SMS, as necessary • Provide subject matter expertise to support implementation of the SMS as requested by the Accountable Executive or the Chief Safety Officer, including SRM activities, investigation of safety events, development of safety risk mitigation, and monitoring of mitigation effectiveness.

<p>Key Staff and Activities</p>	<p>City of Fargo and City of Moorhead Transit use the Safety Committee, as well as the monthly Drivers' Meeting and weekly Team Meeting, to support its SMS and safety programs:</p> <ul style="list-style-type: none"> - Safety Committee: Any safety hazard reported will be jointly evaluated by the Safety Committee and the Chief Safety Officer during the Safety Committee Meeting. The Safety Committee is made up of the following members: - Fargo and Moorhead Chief Safety Officers (Permanent Members) - City of Fargo Assistant Transit Director - Operations - City of Fargo Operations Supervisor (Permanent Member) - Driver Services Safety Manager (Permanent Member) - Valley Senior Services Transportation Manager (Permanent Member) - City of Fargo Dispatcher (Two-Year Term) - Maintenance Shop Supervisor (Two-Year Term) - Maintenance Shop Building Supervisor (Two-Year Term) - Bus Operator (Two-Year Term) <p>Safety Committee will meet bimonthly to review issues and make recommendations to improve safety.</p> <ul style="list-style-type: none"> - Drivers' Meetings: A permanent agenda item in all monthly Drivers' Meetings is dedicated to safety. Safety issues are discussed and documented. - All Staff Team Meetings: Hazard reports and mitigations will be shared, safety topics will be brought up for open discussion, further feedback solicited, and hazard self-reporting further encouraged. Information discussed in these meetings will be documented.
<p>Contracted Agencies Covered under this Plan</p>	<p>Valley Senior Services (Metro Senior Ride)</p> <ul style="list-style-type: none"> • Valley Senior Services operates a transportation service call Metro Senior Ride. These services are designed for people age 60 and older. The City of Moorhead leases vehicles to Valley Senior Services to assist them in providing rides for the elderly.

PLAN DEVELOPMENT, APPROVAL AND UPDATES

<p>Name of Person Who Drafted This Plan</p>	<p>Jordan Smith, Assistant Transit Director - Fleet and Facilities</p>		
<p>CITY OF FARGO Signature by the Accountable Executive</p>	<p>Signature</p>	<p>Title</p>	<p>Date</p>
		<p>Transit Director</p>	
<p>CITY OF FARGO Approval by Proper Authority</p>	<p>Signature</p>	<p>Title</p>	<p>Date</p>
		<p>Mayor</p>	
	<p>Relevant Documentation (title and location)</p>		

CITY OF MOORHEAD Signature by the Accountable Executive	Signature	Title	Date
		City Manager	
CITY OF MOORHEAD Approval by Proper Authority	Signature	Title	Date
		Mayor	
	Relevant Documentation (title and location)		

Safety Committee Approval Date	6/29/2022
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SAFETY POLICIES AND PROCEDURES

1.1 COMMITMENT TO SAFETY

We are committed to Safety Management as a systematic and comprehensive approach to identify safety hazards and risks associated with transit system operations and related maintenance activities. We have adopted a Safety Management System (SMS) framework as an explicit element of the agency's responsibility by establishing safety policy; identifying hazards and controlling risks; goal setting, planning and measuring performance. We have adopted SMS as means by which to foster agency-wide support for transit safety by establishing a culture where management is held accountable for safety and everyone in the organization takes an active role in securing transit safety.

To ensure transit safety and in order to comply with Federal Transit Administration (FTA) requirements, we have developed and adopted this Public Transit Agency Safety Plan (PTASP) to comply with FTA regulations established by section 5329(d) of the Moving Ahead for Progress in the 21st Century (MAP-21) Act.

The Fargo Transit Director, Moorhead City Manager, Metropolitan Council of Governments and City of Fargo Commission/City of Moorhead Council, in cooperation with the North Dakota Department of Transportation and Minnesota Department of Transportation, have reviewed the PTASP and assures that the content has met the requirements of Section 5329 (d) of MAP-21 through the establishment of a comprehensive Safety Management System (SMS) framework. Fundamental safety beliefs guiding our approach include:

- Safety is a core business value
- Safety excellence is a key component of our mission
- Safety is a source of our competitive advantage; our business will be strengthened by making safety excellence an integral part of all our public transportation activities; and
- Accidents and serious incidents are preventable; they are often preceded by precursors (events, behavior, and conditions) that can be identified, assessed and mitigated.

Basic elements of our safety approach include:

- Top Management Commitment to Safe Operations
- Responsibility and Accountability of all Employees

- Clearly Communicate Safety Goals
- Safety Assurance and Performance Measurement for Improvement

1.2 ANNUAL PTASP REVIEW AND UPDATE

Our Fargo-Moorhead management will review the PTASP annually, update the document as necessary and implement the changes within a timeframe that will allow the agency to timely submit the annual self-certification of compliance to the Federal Transit Administration (FTA). Annual self-certification will consist of the Fargo Transit Director and Moorhead City Manager signing and dating this document and submitting to FTA for review and approval. The annual review of the PTASP will be conducted by the agency as part of the PTASP review to be conducted no later than **June 30th** of each calendar year. Necessary updates outside the annual update window will be handled as PTASP addendums which will be incorporated in the body of the PTASP. Reviews of the PTASP by the local agency, any subsequent updates and addendums, adoption and distribution activities will be documented in the PTASP Document Activity Log.

1.3 SAFETY PROMOTION, CULTURE AND TRAINING

We believe safety promotion is critical to the success of SMS by ensuring that the entire organization fully understands and trusts the SMS policies, procedures and structure. It involves establishing a culture that recognizes safety as a core value, training employees in safety principles and allowing open communications of safety issues.

1.4 SAFETY CULTURE

Positive safety culture must be generated from the top-down. The actions, attitudes and decisions at the policy-making level must demonstrate a genuine commitment to safety. Safety must be recognized as the responsibility each employee with the ultimate responsibility for safety resting with the Fargo Transit Director and Moorhead City Manager. Employees must trust that they will have management support for decisions made in the interest of safety while recognizing that intentional breaches of safety will not be tolerated.

The primary goal of safety promotion is to develop a positive safety culture that allows SMS to succeed. A positive safety culture is defined as one which is:

- **An Informed Culture**
 - Employees understand the hazards and risks involved in their areas of operation
 - Employees are provided with the necessary knowledge, training, and resources
 - Employees work continuously to identify and overcome threats to safety
- **A Just Culture**
 - Employees know and agree on what is acceptable and unacceptable behavior
 - Human errors must be understood but negligence and willful violations cannot be tolerated
- **A Reporting Culture**
 - Employees are encouraged to voice safety concerns and to share critical safety information without the threat of punitive action
 - When safety concerns are reported they are analyzed, and appropriate action is taken
- **A Learning Culture**
 - Learning is valued as a lifetime process beyond basic skills training
 - Employees are encouraged to develop and apply their own skills and knowledge to enhance safety
 - Employees are updated on safety issues by management and safety reports are fed back to staff so that everyone learns the pertinent lessons

1.5 TRAINING

During the initial implementation of the SMS, specific training will be required for all employees, including contract staff, to explain the agency's safety culture and describe how SMS works. The Safety Officer is the resource person for providing a corporate perspective on our approach to safety management. Once the SMS is implemented, safety training needs will depend on the safety responsibilities of the individual staff members and the nature of tasks performed.

- **Level One Training**
 - **Initial Safety Training for All Staff**
 - Basic Principles of safety management including the integrated nature of SMS, risk management, safety culture, etc.
 - Corporate safety philosophy, safety goals and objectives, safety policy and safety standards
 - Importance of complying with the safety policy and SMS procedures, and the approach to disciplinary actions for different safety issues
 - Organizational structure, roles, and responsibilities of staff in relation to safety
 - Current safety record, including areas of weakness
 - Reporting accidents, incidents, and perceived hazards
 - Feedback and communication methods for the dissemination of safety information
 - Safety promotion and information dissemination
- **Level Two Training**
 - **Safety Training for Operations Personnel – In Addition to Level One Training**
 - Unique hazards facing operational personnel
 - Seasonal safety hazards and procedures
 - Procedures for hazard reporting
 - Procedures for reporting accidents and incidents
 - Emergency procedures
- **Level Three Training**
 - **Safety training program for all employees and contractors directly responsible for safety.**
 - Bus vehicle operators (Driver Training Performed by Driver Services Contractor)
 - Dispatchers
 - Maintenance technicians
 - Managers and supervisors
 - Leadership and Executive Management
 - Chief Safety Officers

Resources will be dedicated to conduct a comprehensive safety training program, as well as training on SMS roles and responsibilities. The scope of the safety training, including annual refresher training, is appropriate to each employee's individual safety-related job responsibilities and their role in the SMS.

Operations safety-related skill training may include the following:

The following training is performed by the Driver Services Contractor. Reference Exhibit A

- New-hire bus vehicle operator classroom and hands-on skill training
- Bus operator refresher training
- Bus operator retraining (recertification or return to work)

- Classroom and on-the-job training for operations supervisors and managers
- Accident investigation training for operations supervisors and managers

Vehicle maintenance safety-related skill training includes the following:

The following training is performed by the City of Fargo

- Ongoing vehicle maintenance technician skill training
- Ongoing skill training for vehicle maintenance supervisors
- Accident investigation training for vehicle maintenance supervisors
- Ongoing hazardous material training for vehicle maintenance technicians and supervisors
- Training provided by vendors.

1.6 INFECTIOUS DISEASE MITIGATION

Minimizing the spread of an infectious disease is a priority of the Safety Plan. To minimize the spread of infectious diseases, we will rely on physical barriers, air and surface purification systems, hand sanitizing stations and routine cleanings. All vehicles operated in revenue service will be equipped with an air and surface purification system and have a minimum of one hand sanitation station on board. Vehicles operated on the fixed-route system will be equipped with physical operator barriers that create a separation between the operators and the riding public. Deep cleanings will be performed on all revenue vehicles on a routine basis. We will follow any Federal, State or local guidance on mitigating an infectious disease.

SAFETY RISK MANAGEMENT

2.1 HAZARD IDENTIFICATION

Establishing effective hazard identification programs is fundamental to safety management. Hazard identification can be reactive or proactive in nature. Occurrence reporting, incident investigation and trend monitoring are essentially reactive. Other hazard identification methods actively seek feedback by observing and analyzing day-to-day operations. Common hazard identification activities include:

- Safety assessments
- Trend monitoring
- Hazard and incident reporting
- Safety surveys
- Safety audits
- Evaluation of customer suggestions and complaints

The number of near-miss incidents, known as precursors, is significantly greater than the number of accidents for comparable types of events. The practice of reporting and learning from accident precursors is a valuable complement to other hazard identification practices. To be successful, hazard identification must take place within a non-punitive and just safety culture. We will employ systematic safety improvements by discovering and learning of potential weaknesses in the system's safety. We will utilize the FTA's Resource Library to help identify potential sources of hazard information.

The Chief Safety Officer(s) or their designee is responsible for the risk assessment. The Chief Safety Officers may conduct further analyses of hazards and consequences to collect information and identify additional consequences and to inform which hazards should be prioritized for safety risk assessment.

Safety risks are recorded and tracked in SharePoint. This will allow for any recorded safety risks to be searched and reports to be generated when necessary.

2.1 NON-PUNITIVE REPORTING POLICY

We are committed to the safest transit operating standards possible. To achieve this, it is imperative that we have uninhibited reporting of all incidents and occurrences which may compromise the safe conduct of our operations. To this end, every employee is responsible for the communication of any information that may affect the integrity of transit safety. Such communication must be completely free of any form of reprisal.

We will not take disciplinary action against any employee who discloses an incident or occurrence involving transit safety. This policy shall not apply to information we receive from a source other than the employee, or which involves an illegal act, or deliberate or willful disregard of safety regulations or procedures.

The primary responsibility for transit safety rests with the Transit Operator and Safety Officers, however transit safety is everyone's concern.

Our method of collection, recording and disseminating information from transit safety reports, has been developed to protect the identity of any employee who provides transit safety information. We urge all staff to practice the SMS transit safety procedures outlined in the PTASP to help us become a leader in providing transit riders and employees with the highest level of transit safety.

2.2 RISK ASSESSMENT

Once hazards have been identified, we will conduct an assessment to determine their potential consequences. Factors to be considered are the likelihood of the occurrence, the severity of the consequences should there be an occurrence and the level of exposure to the hazard. We will assess risks subjectively by experiences personnel using a Risk Assessment Matrix (RAM). We will use the RAM to measure the level of safety risk in terms of severity and likelihood. This will allow us to combine the assessment of severity and likelihood to determine the overall risk rating of the potential consequence of the hazard.

Results of the risk assessment process will help determine whether the risk is being appropriately managed or controlled. If the risks are acceptable, the hazard will simply need monitoring. If the risks are unacceptable, steps will be taken to lower the risk to an acceptable or tolerable level, or to remove or avoid the hazard.

2.3 RISK MITIGATION

The assessment process may indicate that certain hazards have an acceptable level of risk, while others require mitigation to an acceptable or tolerable level. The level of risk can be lowered by reducing the severity of the potential consequences, by reducing the likelihood of occurrence and/or by reducing the exposure to that risk. In general, we will take the following safety actions to mitigate risk. These actions can be categorized into three broad categories, including:

- **Physical Defense**
 - These include objects and technologies that are engineered to discourage, or warn against, or prevent inappropriate action or mitigate the consequences of events. (e.g. traffic control devices, fences, safety restraining systems)
- **Administrative Defenses**

- These include procedures and practices that mitigate the likelihood of an accident or incident. (e.g. safety regulations, standard operating procedures, supervision inspection, training)
- **Behavioral Defenses**
 - These include behavioral interventions through education and public awareness campaigns aimed at reducing risky and reckless behavior of motorists, passengers and pedestrians; factors outside the control of our agency.

2.4 PRIORITIZE SAFETY RISKS

Once hazards have been identified and risk levels assessed, we will prioritize safety risks. A Prioritized Safety Risk Log will be used to organize the system safety risks. The Prioritized Safety Risk Log will identify the priority level for safety risks, a description of the risk, planned mitigation strategies to address the risk, the outcome of the planned mitigation strategies, responsible staff, timeline of the planned mitigation strategies and the status of the prioritized safety risk. We will update the Prioritized Safety Risk Log to ensure continual progress towards risk reduction.

2.5 SAFETY ASSURANCE

Safety Assurance provides the necessary feedback to ensure that the SMS is functioning, and we are meeting or exceeding its safety objectives. Safety assurance requires a clear understanding of how safety performance will be evaluated and what metrics will be used to assess system safety and determine if the safety management system is working properly. Having decided on the metrics by which success will be measured; safety management requires embedding these metrics in the organizational culture and encouraging their use for ongoing performance improvement.

SAFETY PERFORMANCE MONITORING AND MEASUREMENT

3.1 MONITORING THE SYSTEM FOR COMPLIANCE WITH PROCEDURES FOR OPERATIONS AND MAINTENANCE

We have many processes in place to monitor our entire transit system for compliance with operations and maintenance procedures including:

- Safety audits,
- Informal inspections,
- Regular review of onboard camera footage to assess drivers and specific incidents,
- Investigation of safety occurrences,
- Safety review prior to the launch or modification of any facet of service,
- Daily data gathering and monitoring of data related to the delivery of service, and
- Regular vehicle inspections and preventative maintenance.

Results from the above processes are compared against recent performance trends periodically by the Chief Safety Officers to determine where action needs to be taken. The Chief Safety Officers enter any identified non-compliant or ineffective activities, including mitigations, into the tracking system in SharePoint for reevaluation by the Safety Committee.

3.2 MONITORING OPERATIONS TO IDENTIFY ANY SAFETY RISK MITIGATIONS THAT MAY BE INEFFECTIVE, INAPPROPRIATE, OR WERE NOT IMPLEMENTED AS INTENDED

We monitor safety risk mitigations to determine if they have been implemented and are effective, appropriate, and working as intended. The Chief Safety Officers maintain a list of safety risk mitigations. The mechanism for monitoring safety risk mitigations varies depending on the mitigation

The Chief Safety Officers establish one or more mechanisms for monitoring safety risk mitigations as part of the mitigation implementation process and assigns monitoring activities to the appropriate director, manager, or supervisor. These monitoring mechanisms may include tracking a specific metric on daily, weekly, or monthly logs or reports; conducting job performance observations; or other activities. The Chief Safety Officer will endeavor to make use of existing processes and activities before assigning new information collection activities.

The Chief Safety Officers and Safety Committee review the performance of individual safety risk mitigations during periodic Safety Committee meetings, based on the reporting schedule determined for each mitigation, and determine if a specific safety risk mitigation is not implemented or performing as intended. If the mitigation is not implemented or performing as intended, the Safety Committee will propose a course of action to modify the mitigation or take other action to manage the safety risk. The Chief Safety Officers will approve or modify this proposed course of action and oversee its execution.

The Chief Safety Officers and Safety Committee also monitor operations on a large scale to identify mitigations that may be ineffective, inappropriate, or not implemented as intended by:

- Reviewing results from accident, incident, and occurrence investigations;
- Monitoring employee safety reporting;
- Reviewing results of internal safety audits and inspections; and
- Analyzing operational and safety data to identify emerging safety concerns. The Chief Safety Officers work with the Safety Committee and Accountable Executive to carry out and document all monitoring activities.

3.3 INVESTIGATIONS OF SAFETY EVENTS TO IDENTIFY CAUSAL FACTORS

We maintain documented procedures for conducting safety investigations of events (accidents, incidents, and occurrences, as defined by FTA) to find causal and contributing factors and review the existing mitigations in place at the time of the event. These procedures also reflect all traffic safety reporting and investigation requirements established by the state of North Dakota and Minnesota Department of Motor Vehicles.

The Chief Safety Officers maintain all documentation of investigation policies, processes, forms, checklists, activities, and results. An investigation report is prepared and sent to the Safety Committee for integration into their analysis of the event.

- The accident was preventable or non-preventable;
- Personnel require discipline or retraining;

- The causal factor(s) indicate(s) that a safety hazard contributed to or was present during the event; and
- The accident appears to involve underlying organizational causal factors beyond just individual employee behavior.

3.4 MONITORING INFORMATION REPORTED THROUGH THE INTERNAL SAFETY REPORTING PROGRAM

The Chief Safety Officers and Safety Committee routinely review safety data captured in employee safety reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the Chief Safety Officers and Safety Committee ensure that the concerns are investigated or analyzed through the Safety Risk Mitigation (SRM) process.

The Chief Safety Officers and Safety Committee also review internal and external reviews, including audits and assessments, with findings concerning safety performance, compliance with operations and maintenance procedures, or the effectiveness of safety risk mitigations.

3.5 SAFETY COMMUNICATION

The Chief Safety Officers coordinate the safety communication activities for the SMS. Activities focus on the three categories of communication activity established in 49 CFR Part 673 (Part 673):

- Communicating safety and safety performance information throughout the agency: Communicates information on safety and safety performance monthly during all regular Team Meetings and contractor Driver Safety Meetings. A permanent agenda item in all monthly Driver Safety Meetings dedicated to safety. Information typically conveyed during these meetings includes safety performance statistics, lessons learned from recent occurrences, upcoming events that may impact service or safety performance, and updates regarding SMS implementation. Information is requested from drivers during these meetings, which is recorded in meeting minutes. Finally, the Safety Officer posts safety bulletins and flyers on the bulletin boards located in all bus operator and maintenance technician break rooms, advertising safety messages and promoting awareness of safety issues.
- Communicating information on hazards and safety risks relevant to employees' roles and responsibilities throughout the agency: As part of new-hire training, safety policies and procedures are distributed to all employees. Training on these policies and procedures and discusses them during safety talks between supervisors and bus operators and vehicle technicians. For newly emerging issues or safety events at the agency, the Chief Safety Officers issue bulletins or messages to employees that are reinforced by supervisors in one-on-one or group discussions with employees.
- Informing employees of safety actions taken in response to reports submitted through the ESRP: Provides targeted communications to inform employees of safety actions taken in response to reports submitted through the ESRP, including handouts and flyers, safety talks, updates to bulletin boards, and one-on-one discussions between employees and supervisors, including contract operator employees and supervisors.

DEFINING SAFETY GOALS AND OBJECTIVES/OUTCOMES

Setting safety goals and objectives is part of strategic planning and establishing safety policy. Clearly defining safety goals is the first part in creating a safety performance measurement system. Safety goals are general descriptions of a desirable long-term impact. Whereas safety objectives or outcomes are more specific statements that define measurable results.

The safety objectives and outcomes will be measured by defining specific performance metrics, including baseline and targets that we will determine as reasonable.

4.1 DEFINING SAFETY PERFORMANCE MEASURES

We will utilize these basic principles of performance measurement:

- Stakeholder involvement and acceptance
- Focus on agency goals and activities
- Clarity and precision
- Credibility
- Forward-looking measures
- Integration into agency decision-making
- Timely reporting
- Realism of goals and targets

4.2 METRICS

Defining safety performance measures includes the use of safety related metrics. There are some general safety related metrics that can be used to measure transit safety performance. The following is a list of performance target areas and metrics that we will use.

Injuries	<ul style="list-style-type: none"> • Number of Injuries (Fixed Route) • Number of Injuries (On Demand) • Number of Injuries per 100,000 vehicle revenue miles (Fixed Route) • Number of Injuries per 100,000 vehicle revenue miles (On Demand)
Fatalities	<ul style="list-style-type: none"> • Number of Fatalities (Fixed Route) • Number of Fatalities (On Demand) • Number of Fatalities per 100,000 vehicle revenue miles (Fixed Route) • Number of Fatalities per 100,000 vehicle revenue miles (On Demand) • Work-related fatalities per specific time period
Safety Events	<ul style="list-style-type: none"> • Total Number of Safety Events (Fixed Route) • Total Number of Safety Events (On Demand) • Number of Safety Events per 100,000 vehicle revenue miles (Fixed Route) • Number of Safety Events per 100,000 Vehicle revenue miles (On Demand)
System Reliability	<ul style="list-style-type: none"> • Mean distance between major mechanical failure (Fixed Route) • Mean distance between major mechanical failure (On Demand) • Percent of preventative maintenance inspections completed within 10% of scheduled mileage

4.3 TARGETS

Measuring safety performance metrics includes targets or goal we strive to accomplish. The following lists are the targets we will set for our agency. The Cities of Fargo, ND and Moorhead, MN will officially transmit its targets to the States of North Dakota and Minnesota by July 31 of each year. The following targets are based on a five year rolling average of NTD reportable safety events.

Mode of Service	Injuries (Total)		Injuries (per 100k VRM)	
	Fargo	Moorhead	Fargo	Moorhead
Fixed Route Bus	1	.4	.11	.08
On Demand/ADA Paratransit	0		0	
Valley Senior Services	0		0	

Mode of Service	Fatalities (Total)	Fatalities (per 100k VRM)	Work-related employee fatalities
Fixed Route Bus	0	0	0
On Demand/ADA Paratransit	0	0	0

Mode of Service	Safety Event (Total)		Safety Event (per 100k VRM)	
	Fargo	Moorhead	Fargo	Moorhead
Fixed Route Bus	1.8	1.2	.19	.25
On Demand/ADA Paratransit	.2		.06	
Valley Senior Services	0		0	

Mean distance between major mechanical failures (Fixed Route)	Mean distance between major mechanical failures (On Demand)	Percentage of PM completed within 10% of scheduled mileage
9000	12000	90

Safety Performance Target Coordination		
The Accountable Executive shares our PTASP, including safety performance targets, with the ND DOT and MN DOT in our service area each year after its formal adoption by the City of Fargo Commission and the City of Moorhead City Council. Personnel are available to coordinate with ND DOT and MN DOT and the MPO in the selection of ND DOT and MN DOT and MPO safety performance targets upon request.		
Targets Transmitted to the State	ND DOT	Date Targets Transmitted
Targets Transmitted to the State	MN DOT	Date Targets Transmitted

4.4 INTEGRATING RESULTS INTO AGENCY DECISION-MAKING PROCESS

We are committed to using the data collected and information learned to inform decision making and instill positive change. The main objective is the continuous improvement of transit system safety. When performance goals are not met, we will identify why such goals were not met and what actions can be taken to minimize the gap in achieving defined goals. However, when goals are easily achieved, action will be taken to exceed expectations and re-establish a reasonable baseline.

Uses of Performance Results include:

- Focus attention on performance gaps and trigger in-depth investigations of what performance problems exists
- Help make informed resource allocation decisions
- Identify needs for staff training or technical assistance
- Help motivate employees to continue making program improvements
- Support strategic planning efforts by providing baseline information for tracking purposes
- Identify best practices though benchmarking
- Respond to elected officials and the public's demand for accountability

4.5 SUSTAINING A SAFETY MANAGEMENT SYSTEM

In order to sustain a safety management system, we will ensure that particular processes are employed to instill an organizational foundation. Examples of actions taken to sustain SMS include:

- **Create measurement-friendly culture**
 - All staff, including management, should be actively engaged in creating measurement-friendly culture by promoting performance measurement as a means of continuous improvement. Management will also lead by example and utilize performance metrics in decision making processes
- **Build organization capacity**
 - Investment in developing skilled human resources capacity is essential to sustaining an SMS. Both technical and managerial skills will be needed for data collection and analysis, and goal setting. We are committed to providing the financial resources required for organizational capacity and maintaining an SMS on a continuous basis.
- **Reliability and transparency of performance results**
 - The SMS will be able to produce and report results, both good and bad. Performance information should be transparent and made available to all stakeholders. Messengers should be protected to preserve the integrity of the measurement system. The focus should be on opportunities for improvement rather than allocating blame.
- **Demonstrate continuous commitment to measurement**
 - Visible commitment to using metrics is a long-term initiative. We will demonstrate a commitment to performance measurement by establishing a formal process of reporting performance results, such as including Transit Safety and Performance measurement as a standing agenda item at Transit Board, City Commission and City Council meetings.

SUPPORTING DOCUMENTATION

We will maintain documentation related to the implementation of its SMS; the programs, policies, and procedures used to carry out this PTASP; and the results from its SMS processes and activities for three

years after creation. Documentation will be maintained in SharePoint and will be available to the FTA or other Federal or oversight entity upon request.

5.1 DEFINITIONS OF TERMS USED IN THE SAFETY PLAN

We incorporate all of FTA's definitions that are in 49 CFR § 673.5 of the Public Transportation Agency Safety Plan regulation.

- Accident means an Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; an evacuation for life safety reasons.
- Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan, in accordance with 49 U.S.C. 5326.
- Equivalent Authority means an entity that carries out duties similar to that of a Board of Directors for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.
- Event means any Accident, Incident, or Occurrence.
- Hazard means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
- Incident means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.
- Investigation means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.
- National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.
- Occurrence means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.
- Operator of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302.
- Performance measure means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

- Performance target means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.
- Public Transportation Agency Safety Plan (PTASP or Agency Safety Plan) means the documented comprehensive Agency Safety Plan for a transit agency that is required by 49 U.S.C. 5329 and Part 673.
- Risk means the composite of predicted severity and likelihood of the potential effect of a hazard.
- Risk mitigation means a method or methods to eliminate or reduce the effects of hazards.
- Safety Assurance means processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
- Safety Management Policy means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.
- Safety Management System (SMS) means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.
- Safety performance target means a performance target related to safety management activities.
- Safety Promotion means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
- Safety risk Assessment means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.
- Safety Risk Management (SRM) means a process within a transit agency's Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.
- Serious injury means any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date when the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.
- Transit agency means an operator of a public transportation system.
- Transit Asset Management Plan (TAMP) means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625

5.2 COMMONLY USED ACRONYMS

Acronym	Word or Phrase
ADA	American's with Disabilities Act of 1990
ASP	Agency Safety Plan (also referred to as a PTASP in part 673)
CFR	Code of Federal Regulations
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
MATBUS	Fargo-Moorhead Metropolitan Area Transit Public Bus System
MNDOT	Minnesota Department of Transportation
MPO	Metropolitan Planning Organization
NDDOT	North Dakota Department of Transportation
Part 673	49 CFR Part 673 (Public Transportation Agency Safety Plan)
PTASP	Public Transportation Agency Safety Plan
RAM	Risk Assessment Matrix
SMS	Safety Management System
SRM	Safety Risk Management
TAMP	Transit Asset Management Plan
U.S.C.	United States Code
VRM	Vehicle Revenue Miles

5.3 EXHIBIT A – ACTIVITY LOG

City of Fargo and City of Moorhead Transit Safety Plan

Date	Activity (Review/Update/Addendum/ Adoption/Distribution)	Person Making Changes	Remarks
11/18/2020	MAT Coordinating Board – Review and Recommend Adoption of Safety Plan to Fargo City Commission and Moorhead City Council		
11/30/2020	Fargo City Commission - Adoption of Plan		
12/10/2020	Metropolitan Council of Governments (MPO) Transportation Technical Committee - Review and Recommend Approval of Safety Plan to Policy Board		
12/14/2020	Moorhead City Council - Adoption of Plan		Resolution #2020-1214-P
12/17/2020	Metropolitan Council of Government (MPO) Policy Board - Approval of Plan		
3/01/2021	Revision	Jordan Smith	<p>Removed Assistant Transit Director, Contractor GM and Road Supervisor from Safety Committee.</p> <p>Added Valley Senior Services Transportation Manager.</p> <p>Add Valley Senior Services as Contracted Agencies Covered Under this Plan</p>

2/8/22	Revision	Jordan Smith	Added City of Fargo Assistant Transit Director to safety committee.
6/8/2022	Revision	Jordan Smith	<p>Add Infectious Disease Mitigation</p> <p>Add Safety Committee Approval Date</p> <p>Remove Safety Culture targets as they are not a required element of the plan</p> <p>Removed work days lost target as it is not a required element of the plan</p> <p>Updated Safety Targets</p> <p>Move audit log to be an Exhibit to the plan</p>

5.4 EXHIBIT B – RISK ASSESSMENT MATRIX

Risk Assessment Matrix

Identified Risk: _____

Severity	Impact of Risk					Probability of Risk				
	Cost (Thousands)	People	Asset	Environment	Quality	< 1% Very Low (1)	1% - 10% Low (2)	10% - 50% Medium (3)	50% - 90% High (4)	> 90% Very High (5)
Very High 5	>50	Multiple Fatalities	Major Damage, multiple units	Massive Effect	Complete discontinuation of service	5	10	18	29	35
High 4	25-50	Permanent total disability or one fatality	Major Damage, unit level	Major Effect	Substantial disruption of service	4	8	12	18	28
Medium 3	10-25	Serious injury, hospitalization	Moderate Damage	Moderate Effect	Slight disruption of service	3	6	9	12	18
Low 2	1-10	Slight injury, medical treatment	Minor Damage	Minor Effect	Minimal disruption of service	2	4	6	8	10
Very Low 1	<1	First aid or no injury	No/Slight Damage	No/Slight Effect	No disruption of service	1	2	3	4	5
Risk Value										

Assessed Risk Value: _____

Instructions

1. Estimate potential consequences and severity (thought of as what could happen if hazard actually occurred)
2. Estimate likelihood of such consequences occurring (using historical evidence, data and experiences)
3. Multiply the severity for each consequence by the likelihood of that consequence occurring. This is the risk value.
4. Sum the risk values for a total assessed risk. (out of 125)

5.5 EXHIBIT C – PRIORITIZED SAFETY RISK LOG

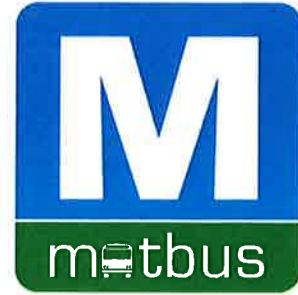
Prioritized Safety Risk Log

This Prioritized Safety Risk Log is used to organize identified safety risks facing the MATBUS system. The log should be updated frequently to demonstrate continual progress towards risk reduction through mitigation strategies. A timeline is used to highlight projected completion dates.

Completed by: _____ Last Updated: _____

Priority	Risk Description	Planned Mitigation Strategies	Outcomes of Planned Mitigation Strategies	Responsible Staff	Timeline	Status
1						
2						
3						
4						
5						
6						
7						

5.5 EXHIBIT D – SAFETY REPORTING FORM



Safety Event Reporting Form

Name (optional) _____

Date of Event _____

Event Time _____

Event Information

Location _____

City _____ State _____

Specific Area of Location (if applicable) _____

Event Description

Name/Contact of Witnesses

1. _____

2. _____

3. _____

(21)

July 25, 2022

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

Dear Commissioners:

Attached is the 2023 grant award for State Aid from the North Dakota Department of Transportation.

The State Aid agreement is effective July 1, 2022 – June 30, 2023 and is for \$395,161. Funds can be utilized as local match for other grants or simply utilized for eligible Transit expenditures.

The requested motion is to approve the attached contract with NDDOT.

Thank you.



Julie Bommelman
Transit Director
City of Fargo
701.476.6737

/enc

MEMORANDUM

TO: William T. Panos
Director

FROM: Stacey Hanson
Assistant Engineer for Local Government
Becky Hanson
Transit Program Manager

DATE: July 13, 2022

SUBJECT: State Aid for Public Transit
Fargo Metro Area Transit
SFY 2023 (July 1, 2022 - June 30, 2023)

This is a contract to provide transit funding under the regulations of State Aid for Public Transit. Standard methodology was used in distribution of \$395,161 of state funds. No local match is required.

38/bh 328-2542

NORTH
Dakota | Transportation
Be Legendary.™

July 13, 2022

Julie Bommelman
Fargo Metro Area Transit
650 23rd St N
Fargo, ND 58102

Congratulations. Fargo Metro Area Transit will be receiving State Aid funding to provide transit services. Enclosed is the Contract Agreement and funding breakdown per county for your agency.

Cass County	\$395,161
-------------	-----------

In order to begin the funding process, please:

1. Complete the contractor and witness information in DocuSign.
2. Have your organization's president or chairman digitally sign and date the agreement (under Contractor)—this signature **must be an authorized signatory** for your project. Please also submit a proof of authorization to sign if it is not the president or chairperson of your agency.
3. Finish the DocuSign process to send to the witness for signature.
4. Have a witness sign and date the agreement (under Witness) and upload proof of insurance in the form of Confirmation of Coverage OR Certificate of Insurance for automobiles and premises/commercial, if it is required. This is required for all Non-Profit and For-Profit agencies.
5. Upon completion of executing all documents, finish the DocuSign process and the contract documents will return to NDDOT for processing.

If you have any questions or need assistance, please contact Connie Nelson at (701) 328-3720 or conelson@nd.gov.

Sincerely,



Becky Hanson
Transit Program Manager

Cc: Dan Farnsworth, Transportation Planner
Kevin Hanson, Chairman, Metro Area Transit Board

**North Dakota Department of Transportation
STATE AID FOR PUBLIC TRANSIT AGREEMENT**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Fargo, City of, a Government Entity, hereinafter referred to as the Contractor, whose address is 650 23rd St N, Fargo, ND 58102.

WHEREAS, House Bill 1337 (NDCC 39-04.2) of the 1989 State Legislature established a Public Transportation Fund to provide state aid funds to political subdivisions and nonprofit corporations for the purpose of assisting in establishing and operating public transit systems and service in the state; and

WHEREAS, the Director of NDDOT has the responsibility of developing the transit program guidelines and administering the Public Transportation Fund; and

WHEREAS, the Contractor desires to receive the available state aid funds to assist in providing needed public transit services in the service area;

NOW, THEREFORE, IT IS AGREED:

I.

For the period of July 1, 2022, through June 30, 2023, the Contractor shall undertake and provide the transit services as described in the Contractor's application for state aid transit funds, which is on file with the NDDOT.

II.

Costs. NDDOT shall reimburse the Contractor for providing the transportation services, not to exceed \$395,161, provided costs are incurred in accordance with NDDOT program guidelines. (Copy of which will be provided upon request.) Requests for reimbursements will be allowed to be submitted to NDDOT quarterly. The final request for reimbursement must be submitted by close of business on the fifth (5th) business day following the termination date of this agreement.

III.

Purchase and Disposal of Project Equipment. The purchase and disposition of all project vehicles or equipment financed in whole or in part with state aid transit funds shall be undertaken by the Contractor in accordance with the state Office of Management and Budget regulations and NDDOT purchasing manual, copies of which will be provided upon request.

IV.

Assignments. The Contractor shall not assign nor transfer the Contractor's interests or duties under this agreement without the express written consent of the state.

V.

Subcontracting. The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this



agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.

VI.

Merger and Waiver. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

VII.

Records and Reports. The Contractor shall complete and submit all forms and reports as required by NDDOT. The Contractor shall also maintain supporting documentation for all costs charged to the project. All accounting documents shall be clearly identified, readily accessible, and where possible, kept separate and apart from all other such documents. All project records and documents shall be kept by the Contractor for three years after the termination date of this agreement.

VIII.

Audit. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

IX.

Amendments. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by both parties.

X.

Equipment Use. The Contractor agrees that the project vehicles or equipment funded with state aid transit funds shall be used solely for providing public transit services in accordance with NDDOT program guidelines. Such vehicles or equipment shall be used for the duration of useful life. If any project vehicles or equipment are not used in this manner or are withdrawn from service before the end of useful life, the Contractor shall immediately notify NDDOT. The Contractor agrees that the vehicles or equipment shall not be used for charter service or exclusively for school busing.

XI.

Insurance. The Contractor shall maintain insurance coverage on the project vehicle(s) in an amount adequate to protect the fair market value of the vehicles throughout the duration of this agreement.

XII.



Termination. The contract may be terminated by mutual consent of both parties, or by either party upon 30 days notice, in writing and delivered by certified mail or in person.

XIII.

Nondiscrimination – Compliance with Laws. The Contractor agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.

XIV.

Risk Management. The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.

EXECUTED the date last below signed.

WITNESS:

CONTRACTOR:

NAME (TYPE OR PRINT)

NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

TITLE

DATE

APPROVED as to substance by:

**NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

Paul Benning

DIRECTOR (TYPE OR PRINT)

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

Paul Benning SA

SIGNATURE

7/17/2022

DATE

DATE

CLA 3338 (Div. 38)
L.D. Approved 5-3-90; 8-15



Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Risk Management Appendix

Routine* Transit Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: State – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$250,000 per person and \$500,000 per occurrence**. The minimum limits of liability required of the State are **\$250,000 per person and \$1,000,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, their agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against the Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.



Certificate Of Completion

Envelope Id: 0EE0B77D6CAA4516823A8C2EA477F133
Subject: Contract #38221074: Please DocuSign: State Aid for Public Transit Agreement
Contract Number: 38221074
PCN:
Source Envelope:
Document Pages: 7
Certificate Pages: 3
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
Connie Nelson
608 E Boulevard Ave
Bismarck, ND 58505
conelson@nd.gov
IP Address: 165.234.92.5

Record Tracking

Status: Original
7/13/2022 1:55:37 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected
Holder: Connie Nelson
conelson@nd.gov
Pool: StateLocal
Pool: Carahsoft OBO North Dakota Department of Transportation CLOUD
Location: DocuSign
Location: DocuSign

Signer Events

Stacey Hanson
smhanson@nd.gov
Assistant Local Government Engineer
Carahsoft OBO North Dakota Department of Transportation CLOUD
Security Level: Email, Account Authentication (None), Authentication

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 165.234.253.12

Timestamp

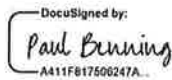
Sent: 7/14/2022 10:13:14 AM
Viewed: 7/14/2022 10:42:07 AM
Signed: 7/14/2022 10:42:42 AM

Authentication Details

SMS Auth:
Transaction: 6607F57EAA540A0491971FB37BBAE052
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 7/14/2022 10:42:03 AM
Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Paul Benning
pbenning@nd.gov
Security Level: Email, Account Authentication (None), Authentication



Signature Adoption: Pre-selected Style
Using IP Address: 165.234.252.245

Sent: 7/14/2022 10:42:44 AM
Viewed: 7/17/2022 7:55:29 AM
Signed: 7/17/2022 7:55:35 AM

Authentication Details

SMS Auth:
Transaction: 660830E7FBB00C049196C13F23DA9732
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 7/17/2022 7:55:24 AM
Phone: +1 701-214-2502

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Shannon Sauer ssauer@nd.gov Security Level: Email, Account Authentication (None), Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Clint Morgentstern cdmorgentstern@nd.gov Security Level: Email, Account Authentication (None), Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jennifer Turnbow jturnbow@nd.gov Security Level: Email, Account Authentication (None), Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Connie Nelson conelson@nd.gov Transit Agency Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid black; padding: 5px; display: inline-block;">VIEWED</div> Using IP Address: 165.234.252.245	Sent: 7/13/2022 1:55:45 PM Viewed: 7/14/2022 10:09:07 AM Completed: 7/14/2022 10:12:42 AM
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Agent Delivery Events	Status	Timestamp
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Julie Bommelman jbommelman@fargond.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 7/17/2022 7:55:37 AM Viewed: 7/21/2022 8:54:09 AM
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
Becky Hanson bhanson@nd.gov Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 1px solid black; padding: 5px; display: inline-block;">VIEWED</div> Using IP Address: 165.234.252.245	Sent: 7/14/2022 10:12:43 AM Viewed: 7/14/2022 10:13:14 AM
Connie Nelson conelson@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/13/2022 1:55:45 PM
Payment Events	Status	Timestamps

23

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-19-A2 Type: Change Orders #38 - #40, FBCO & Time Extension

Location: 52nd Ave S, 45th St – 63rd St Date of Hearing: 7/18/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/25/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Aaron Edgar</u>

The Committee reviewed the accompanying correspondence from Project Manager, Aaron Edgar, related to Change Orders #38 - #40 submitted by NDDOT in the amount of \$28,019.70 and the FBCO in the amount of \$-126,312.52. KPH, Inc. is the Prime Contractor. The requested changes can be summarized as follows:

- 38. Re-grading sidewalks on the north side of 52nd Avenue.
- 39. Additional traffic control maintenance and minor changes to the lighting and signal system.
- 40. 3-calendar day time extension due to COVID delays.

Staff is recommending approval of Change Orders #38 - #40 in the amount of \$28,019.70, the FBCO in the amount of \$-126,312.52 and the 3-calendar day time extension.

On a motion by Steve Dirksen, seconded by Tim Mahoney, the Committee voted to recommend approval of Change Orders #38 - #40, the FBCO and the 3-calendar day time extension.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Orders #38 - #40 in the amount of \$28,019.70, the FBCO in the amount of \$-126,312.52 and the 3-calendar day time extension

PROJECT FINANCING INFORMATION:


Recommended source of funding for project: Fed, SE Cass, Cass Cty Hwy, COF Sales Tax & Special Assessments

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

COMMITTEE

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

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Aaron Edgar, Project Manager
Date: July 15, 2022
Re: Improvement District No. BN-19-A2 – CO #38-40, FBCO & Time Extension

Background:

Three change orders have been processed during the final stages of the project and Engineering is requesting approval. Change Orders #1 – 37 have been approved for a total of \$296,853.66 and Change Orders #38-40 would be an additional \$28,019.70 and an additional three calendar days on the project.

- Change Order #38 includes regrading the sidewalk on the north side of 52nd Ave, east of the drain. The original plan was to fill to the property line and start elevating the path to match the bridge elevation. This created drainage problems and the appearance that sidewalk users were at deck level and staring into the homes. This change order relocated the sidewalk away from the property line to create more distance between the homes and the sidewalk users and create an area to accommodate drainage. This change order also included a deduct for concrete that didn't meet all specifications but appeared to meet project design requirements. Total increase of \$10,002.55.
- Change Order #39 includes payment for additional traffic control maintenance for approved time extensions and minor changes to the lighting and signal system. Total increase of \$18,017.15.
- Change Order #40 included 3 additional calendar days for change order work completed by the Contractor in 2020 for COVID delays

The Final Balancing Change Order is for \$-126,312.52. The Contractor met the requirements of the contract and it has been accepted by the City and NDDOT. Final Balancing Change Order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	\$ 19,197,385.45
Change Order's & Adjustments	\$ 357,755.99
FBCO	\$ -126,312.52
Total Contract	\$ 19,428,828.92
Liquidated Damages	\$ <u>-250,000.00</u>
Total Due:	\$ 19,178,828.92

Recommended Motion:

Approve Change Orders 38-40 in the amount of \$28,019.70 and the Final Balancing Change Order amount of \$-126,312.52.

ADE/klb
C: Kevin Gorder

**North Dakota Department of Transportation
Change Order**

Change Order No: 38

Project: SU-8-984(164)

PCN: 22007

SubProject: 1 GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC
9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:
\$19,197,385.45

Date Created: 12/28/2020

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount	
ADDED CONTRACT ITEM									
NON-PARTICIPATING (FEDERAL FUNDS)									
550	9998	Deduct for out of spec concrete placement	L SUM	0.00	-1.00	45,263.000		-45,263.00	
624	9998	Pedestrian Railing Contractor Design Cost	L SUM	0.00	1.00	2,455.750	2,455.75		
714	6589	PIPE PVC 4IN DRAIN	LF	0.00	39.00	45.000	1,755.00		
714	7025	PIPE PVC 8IN	LF	0.00	24.00	57.000	1,368.00		
750	9997	Bike Path Grading Change - Townhomes	L SUM	0.00	1.00	8,686.000	8,686.00		
970	2011	AMUR MAPLE	EA	0.00	6.00	646.800	3,880.80		
INCREASE TO BID ITEM									
NON-PARTICIPATING (FEDERAL FUNDS)									
714	7030	PIPE PVC 12IN	LF	0.00	83.00	65.000	5,395.00		
722	2490	MANHOLE STORM CONNECTION	EA	3.00	3.00	1,500.000	4,500.00		
722	100	MANHOLE 48IN	EA	11.00	1.00	2,600.000	2,600.00		
722	3510	INLET-TYPE 2	EA	19.00	3.00	2,400.000	7,200.00		
722	3410	MANHOLE REPAIR	EA	6.00	1.00	2,500.000	2,500.00		
750	9995	Bike Path Grading - NW Bridge Corner	L SUM	0.00	1.00	14,925.000	14,925.00		
Net Increase or Decrease to Date			-114,415.25	Part	487,165.09	Non-Part	TOTALS	55,265.55	-45,263.00
							NON-PARTICIPATING	55,265.55	-45,263.00
							PARTICIPATING		

Due to This Change, the Contract Time:
NO CHANGE.

↑
\$ 10,002.55

Classification

Change Approved In Field by P.E.

North Dakota Department of Transportation
Change Order

Change Order No: 38

Project: SU-8-984(164)

PCN: 22007

SubProject: 1 GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC
9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:
\$19,197,385.45

Date Created: 12/28/2020 Date Approved:

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.


As the punch list on the project was completed, the City requested some changes to wrap up the project. All items of work were not in the original contract and time charges will not apply.

After looking at the drop-off into the drain after the sidewalk was placed, the City requested some additional rip rap due to the steep slope and an extension for the pedestrian railing to ensure public safety. Dakota Fence came out and measured the sidewalk deflections, completed design details, and fabricated the railing. This portion of the change order covers the cost to do this design work. Typically, this design work is included in the plans prior to bidding.

Trees were removed in front of U-Haul to facilitate sidewalk installation and minor elevation changes. There was room for 6 trees to be replaced after the sidewalks were built.

Minor grading work and storm sewer modifications were required in the NW corner of the bridge so the bike path standards could be met. Due to the wet conditions of the summer, some excavation was hauled away so embankment could be placed on better soils.

After the sidewalk was placed on the north side of 52nd, east of the bridge, many of the backyards would not drain. The City redesigned this area by moving the sidewalk away from the property line, lowering the profile while maintaining ADA slope requirements, regrading the area between the sidewalk and yards, and added inlets to better accommodate drainage.


CONTRACTOR DATE 7-20-21


CITY/COUNTY/OTHER OFFICIAL DATE 7/20/22

REPRESENTING DATE

() Approval Recommended () Approved
PROJECT ENGINEER DATE

() Approval Recommended () Approved
DISTRICT ENGINEER DATE

() Approval Recommended () Approved
OFFICE OF OPERATIONS DATE

North Dakota Department of Transportation
Change Order

Change Order No: 39

Project: SU-8-984(164)

PCN: 22007

SubProject: 1 GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC
9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:
\$19,197,385.45

Date Created: 03/23/2021

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
INCREASE TO BID ITEM								
NON-PARTICIPATING (FEDERAL FUNDS)								
704	9998	Weekly Traffic Control	WEEK	0.00	6.00	1,265.000	7,590.00	
770	9998	Misc. Lighting Changes on Project	L SUM	0.00	1.00	8,464.500	8,464.50	
772	9986	Misc. Signal Changes	L SUM	0.00	1.00	1,962.650	1,962.65	
Net Increase or Decrease to Date			-59,149.70 Part	495,179.69	Non-Part	TOTALS	18,017.15	
							NON-PARTICIPATING	18,017.15
							PARTICIPATING	

Due to This Change, the Contract Time:
NO CHANGE.


Classification

Change Approved In Field by P.E.

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

Payment for misc electrical changes at the end of the project. Negotiated weekly traffic control payment for additional time on the contract. 3 weeks in 2019 due to time extensions and payment for 3 weeks in 2020 for city initiated changes on the project.

 4-13-21
CONTRACTOR DATE

 7/20/22
CITY/COUNTY/OTHER OFFICIAL DATE

REPRESENTING DATE

() Approval Recommended () Approved
PROJECT ENGINEER DATE

() Approval Recommended () Approved
DISTRICT ENGINEER DATE

() Approval Recommended () Approved
OFFICE OF OPERATIONS DATE

North Dakota Department of Transportation
Change Order

Change Order No: 40

Project: SU-8-984(164)

PCN: 22007

SubProject: 1 GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, HMA, STORM DRAIN

Contractor: KPH INC
9530 39TH ST S
FARGO, ND 58104

Original Contract Amount:
\$19,197,385.45

Date Created: 06/01/2021

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
Net Increase or Decrease to Date				-114,415.25	Part			
				505,182.24	Non-Part			
				TOTALS				
				NON-PARTICIPATING				
				PARTICIPATING				

Due to This Change, the Contract Time:
IS INCREASED BY 3.0 CALENDAR DAYS.

Classification

Administrative Change

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

COVID-19 Time Extension

Em Odeh KPH, Inc. 11/23/21
CONTRACTOR DATE

TJCOE 7/20/22
CITY/COUNTY/OTHER OFFICIAL DATE

REPRESENTING DATE

() Approval Recommended () Approved
PROJECT ENGINEER DATE

() Approval Recommended () Approved
DISTRICT ENGINEER DATE

() Approval Recommended () Approved
OFFICE OF OPERATIONS DATE

24

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-21-A0 (PN-19-A0) Type: Change Order #2

Location: 64th Ave S, 33rd – 38th St Date of Hearing: 7/18/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/25/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Leonard</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, related to Change Order #2 in the amount of \$69,910.00 submitted by KLJ Engineering for additional work.

Staff is recommending approval of Change Order #2 in the amount of \$69,910.00, bringing the total contract amount to \$2,462,490.00.

On a motion by Steve Dirksen, seconded by Tim Mahoney, the Committee voted to recommend approval of Change Order #2 to KLJ.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #2 in the amount of \$69,910.00, bringing the total contract amount to \$2,462,490.00 to KLJ.

PROJECT FINANCING INFORMATION:

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

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

COMMITTEE

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

ATTEST:

C: Kristi Olson

Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Jason Leonard, Project Manager
Date: July 13, 2022
Re: Improvement District No. BN-21-A0 – Change Order No. 2

Background:

Improvement District No. BN-21-A1 will urbanize 64th Avenue South (33rd Street South to 38th Street South) from a rural minimum maintenance roadway section to a 3-lane urban concrete street section with curb and gutter, new water distribution, storm sewer and sanitary sewer systems, bridge over I-29 and pedestrian systems. This project has Federal Funds associated and is being administrated by the NDDOT. KLJ Engineering is the Consultant Engineer hired by the City of Fargo to complete the design for the 64th Avenue project. With Federal Funding included on a project, the Engineer on Record for the design must review and sign off on all of the project documents and all plan design modifications/additions.

KLJ was asked to design and prepare plan sheets for a future traffic signal at the intersection of 38th Street South and 64th Avenue South. In addition, KLJ designed the water main plans to loop water between 33rd Street South and 37th Street South under I-29. It is also anticipated that additional questions will be submitted by either the Contractor or City of Fargo as construction progresses. KLJ has included an additional 104 hours of time allocated to those questions. All cost associated with the above mentioned details are estimated at \$56,952.00

In Addition, KLJ was asked to prepare as-built plans for Phase 1 of this project between 25th Street South and 33rd Street South at an additional cost of \$12,958.00.

Recommended Motion:

Approve Change Order #2 in the amount of \$69,910.00.

JTL/klb
Attachments



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

Improvement District No	BN-21-A0	Change Order No	2
Project Name	Consultant Services - 64th Ave S		
Date Entered	6/15/2022	For	Kadmas Lee & Jackson Inc

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

EXPLANATION OF CHANGE: Change Order #2

KLJ was asked to design and prepare plan sheets for a future traffic signal at the intersection of 38th Street S and 64th Avenue S. In addition, KLJ designed the Watermain plans to loop water between 33rd Street S and 37th Street S under I-29. In addition, it is anticipated that additional questions will be submitted by either the contractor or City of Fargo as construction progresses. KLJ has included an additional 104 hours of time allocated to those questions. All cost associated with the above mentioned details are estimated at \$56,952.00

In Addition, KLJ was asked to prepare as-built plans for Phase 1 of this project between 25th Street S and 33rd Street S at an additional cost of \$12,958.00.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Engineer on Record Construction Admin Services	2	Construction Administration	EA	50,584.65	-7,384.95	43,199.70	56,952.00	100,151.70	1.00	56,952.00
Consultant Plan Design Services	3	Final As-Built and Project Records	EA	0.00	0.00	0.00	12,958.00	12,958.00	1.00	12,958.00
Engineer on Record Construction Admin Services Sub Total (\$)										56,952.00
Consultant Plan Design Services Sub Total (\$)										12,958.00

Summary

Source Of Funding	Special Assessments
Net Amount Change Order # 2 (\$)	69,910.00
Previous Change Orders (\$)	-2,349,380.30
Original Contract Amount (\$)	2,392,580.00
Total Contract Amount (\$)	113,109.70

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

CONTRACT TIME

Current Substantial Completion Date	12/31/2021	Current Final Completion Date		Additional Days Substantial Completion	0.00	Additional Days Final Completion	0.00	New Substantial Completion Date	12/31/2021	New Final Completion Date	
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CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Description

APPROVED

Jessica B. Hanks

For Contractor

KLJ Engineering LLC

Title

Associate Vice President

APPROVED DATE

[Signature]

Department Head

Mayor

7/20/22

Attest

This is **EXHIBIT**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [11/3/15].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 7

The Effective Date of this Amendment is: 3/24/22.

Background Data

Effective Date of Owner-Engineer Agreement: November 3, 2015

Owner: City of Fargo

Engineer: KLJ Engineering LLC

Project: City of Fargo Project PN-19-A0 – 64th Ave Reconstruction

Nature of Amendment:

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

See attached amendment request summary for additional services performed.

Agreement Summary:


Original agreement amount:	\$ 585,000.00
Net change for prior amendments:	\$ 1,807,580.00
This amendment amount:	\$ 12,958.00
Adjusted Agreement amount:	\$ 2,405,538.00


The foregoing Agreement Summary is for reference only and does not alter the terms of the Original Agreement.

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

OWNER:

ENGINEER:

By: 
Print name: Tom Knakmuh
Title: Assistant City Engineer
Date Signed: 3/28/2022

By: 
Print name: Mark Anderson
Title: Senior Vice President, EPW
Date Signed: 3/28/2022



300 23rd Ave E, Suite 100
West Fargo, ND 58078-7820
701 232 5959
KLJENG.COM

3/24/2022
Jeremy Engquist
City of Fargo
225 4th St N
Fargo, ND, 58102

Re: BN-20-C1 64th Ave S; City of Fargo - Request for As-Builts Contract Amendment

The City of Fargo has requested services from KLJ Engineering, LLC for the creation of as-builts for the as constructed revisions to project BN-20-C1 (64th Ave S). City of Fargo staff has provided an as-built file in DWG format to be used for creation of the as-built plan sheets. The City is requesting the following information to be provided:

- GPS Data Collection of the following items:
 - New Gate Valves
 - New & Relocated Fire Hydrants
 - New Storm Structures including Boulevard Inlets (Excluding Box Culverts & Street Inlets)
 - Gatewell Structure
- DWG Drawing with all updated linework in City of Fargo Ground Coordinates. All base drawings merged into one single file.
- PDF of plan sheets for Section 55 and 60 with the as-built revisions.

The summary of revisions during construction are as follows:

- Water Main
 - Added text (water notes layer) show changes
 - WM alignment changed in areas
 - Some bends were omitted
 - Valve locations
- Storm Sewer
 - Added text (storm notes layer) show changes
 - Alignment changes
 - Structure location changes
 - New storm sewer was extended further north along west side of 27th St then what plans showed to tie into existing. Existing as-builts were incorrect
- Pavement
 - Street tie-in locations changed
- Driveways
 - Driveway dimensions changed
- Sidewalk
 - Alignment changes
 - North/South crossing at 25th St shifted



KLJ will complete the following tasks

- Collect GPS Data for the items requested, providing survey shots for both Cass County Ground (Design Coordinates) and converted shots to City of Fargo Ground Coordinates. GPS Data will be incorporated into the as-built drawings.
- Create as-built base drawings that includes the revisions to water main, storm sewer, pavement, driveways, and sidewalk.
- Revise Section 55 and 60 with the as-built construction changes. Reprint PDF's of these new changes and provide a compiled for set of PDF plan sheets with these revisions.
- Compile a single DWG drawing with all updated linework from these as-built construction changes. The DWG drawing will include the collected GPS Data requested above. The DWG drawing will be converted to City of Fargo Ground Coordinates by moving, scaling, and rotating from surveyed section corners utilized in the original plan development (Cass County Ground Coordinates) to the same section corners provided in the City of Fargo Section Base Maps (City of Fargo Ground Coordinates).

The following items will not be provided, based on discussion with Jeremy Engquist on 3/4/2022:

- Revisions to any other sections of the plans (except for Section 55 & 60), where as-built construction changes to water main, storm sewer, pavement, driveways, and sidewalk may still be visible on those sheets.
- Full PDF plan set with as-built construction revisions identified in red.

The following is a summary of estimated costs to complete the as-builts for BN-20-C1 (64th Ave S):

	2 Person Survey Crew	Professional LS	Engineer III
Rate	\$221.00	\$146.00	\$150.00
Hours	20	3	54
Subtotal	\$4,420.00	\$438.00	\$8,100.00
Grand Total	\$12,958.00		

Sincerely,

KLJ

Scott Middaugh
 Project Manager
 Project #: BN-20-C1; 64th Ave S
 cc: Jason Leonard, Jeremy Gorden – City of Fargo

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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-22-A1 Type: Change Order #1 & Milestone Time Extension

Location: 45th St S, 43rd St S, 54th Ave S, 56th Ave S & 64th Ave S Date of Hearing: 7/18/2022

Routing Date
City Commission 7/25/2022
PWPEC File X
Project File Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, related to Change Order #1 in the amount of \$120,385.00 for additional work. This request also moves Milestone No. 2 completion from September 16, 2022 to September 28, 2022.

Staff is recommending approval of Change Order #1 in the amount of \$120,385.00 and the time extension to Milestone No. 2 as described above.

On a motion by Steve Dirksen, seconded by Tim Mahoney, the Committee voted to recommend approval of Change Order #1 in the amount of \$120,385.00 and the time extension to Milestone No. 2 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$120,385.00 bringing the total contract amount to \$11,796,352.59 and the time extension for Milestone No. 2 adjusting the completion date from September 16, 2022 to September 28, 2022 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Water Utility, Sanitary Utility, Cass Rural Water, Sales Tax & Special Assessments

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

COMMITTEE

Table with 5 columns: Name, Present, Yes, No, Unanimous. Rows include Tim Mahoney, Nicole Crutchfield, Steve Dirksen, Bruce Grubb, Ben Dow, Steve Sprague, Brenda Derrig, and Terri Gayhart.

ATTEST:

C: Kristi Olson

Signature of Brenda E. Derrig, P.E. City Engineer

Memorandum

To: Members of PWPEC
From: Jason Leonard, Project Manager
Date: July 14, 2022
Re: Improvement District No. BN-22-A1 – Change Order #1 & Milestone Time Extensions

Future growth plans and infrastructure requests/master planning for this area has become increasingly attractive to developers with the talks of high traffic demand. As this has occurred Engineering Staff re-evaluated the intersection of 64th Avenue South and 43rd Street South and made the decision that this will be a future location for a Traffic Signal. To reduce impacts to the concrete pavement and keep costs down in the future all of the in pavement infrastructure was installed. In addition, the pavement section at this intersection was increased to the full future 5 lane section on 64th Avenue South to reduce the pavement removal quantity on a future project. All costs to complete this traffic signal work is \$101,247.50. In addition, the project's Milestone No. 2 date will be modified to include 7 additional calendar days.

To accommodate site drainage 3 additional rear yard inlets will be installed on 45th Street South. This work will be paid by original contract unit prices plus Special Bid Item A in the change order. All costs associated with the addition of 3 RDI structures and 72 linear feet of 18 inch RCP is \$11,316.00. In addition, the project's Milestone No. 2 date will be modified to include 1 additional working day.

Sanitary sewer manhole #7 was modified to include eccentric reducing cones to help with not trapping sulfuric acid gases in the manhole and increase corrosion and safety concerns. All cost to complete this work is \$6,339.92.

During the topsoil stripping operation of the project, it became apparent that storm water site drainage for the farm field to the south, the NDSCS site, and the 64th Avenue South corridor was going to be a struggle to maintain. The Contractor cut a ditch on the south side of 64th Avenue South between 43rd Street South and 45th Street South. All costs to complete this work is \$1,481.58.

Change Order #1 will increase the contract by \$120,385.00 and modify the Milestone No. 2 Completion date from September 16, 2022 to September 28, 2022.

Recommended Motion:

Approve Change Order #1 in the amount of \$120,385.00 and modify Milestone No. 2 Completion date from September 16, 2022 to September 28, 2022.

Attachments



CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-22-A1

45TH ST S, 43RD ST S, 54TH AVE S, 56TH AVE S, 64TH AVE S

Change Order No 1 **Change Order Date** 7/13/2022
Contractor Dakota Underground Co Inc

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

EXPLANATION OF CHANGE Change Order # 1

Future growth plans and infrastructure requests/master planning for this area has become increasing attractive to developers with the talks of high traffic demand. As this has occurred Engineering Staff re-evaluated the intersection of 64th Ave S and 43rd St S and made the decision that this will be a future location for a Traffic Signal. To reduce impacts to the concrete pavement and keep costs down in the future all of the in pavement infrastructure was installed. In addition, the pavement section at this intersection was increase to the full future 5 lane section on 64th Ave S to reduce the pavement removal quantity on a future project. All cost to complete this traffic signal work is \$101,247.50. In addition, the projects Milestone No. 2 date will be modified to include 7 additional calendar days. To accommodate site drainage an additional 3 rear yard inlets will be installed on 45th Street S. This work will be paid by original contract unit prices plus Special Bid Item A in the change order. All costs associated with addition of 3 RDI structure and 72 linear feet of 18 inch RCP is \$11,316.00. In addition, the projects Milestone No. 2 date will be modified to include 1 additional working day. Sanitary sewer manhole #7 was modified to include eccentric reducing cones to help with not trapping sulfuric acid gases in the manhole and increase corrosion and safety concerns. All cost to complete this work is \$6,339.92. During the topsoil stripping operation of the project it became apparent that storm water site drainage for the farm field to the south, the NDSCS site and the 64th Ave S corridor was going to be a struggle to maintain. The Contractor cut a ditch on the south side of 64th Ave S between 43rd St S and 45th St S. All costs to complete this work is \$1,481.58. Change Order #1 will increase the contract by \$120,385.00 and modify the Milestone No. 2 Completion date from September 16, 2022 to September 28, 2022.

Section	Line No	Item Description	Unit		Orig		Prev		Curr		Tot Cont	Unit Price (\$)	C/O Ext Price (\$)
			Cont Qty	C/O Qty	Cont Qty	C/O Qty	Cont Qty	C/O Qty					
Change Order 1	22	Modify Manhole	EA	0	0	0	0	0	1	1	1	\$6,339.92	\$6,339.92
	23	Site Grading	LS	0	0	0	0	0	1	1	1	\$1,481.58	\$1,481.58
	24	F&I Detection Preformed Loop	EA	0	0	0	0	0	26	26	26	\$1,899.00	\$49,374.00
	25	F&I Foundation Controller	EA	0	0	0	0	0	1	1	1	\$633.00	\$633.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	26	F&I Conduit 2" Dia	LF	0	0	0	390	390	\$5.28	\$2,059.20
	27	F&I Conduit 4" Dia	LF	0	0	0	564	564	\$26.38	\$14,878.32
	28	F&I Pull Box PVC	EA	0	0	0	12	12	\$1,055.00	\$12,660.00
	29	F&I Pull Box Polymer Conc	EA	0	0	0	1	1	\$6,500.00	\$6,500.00
	30	F&I Traffic Signal - Street Light Combo Feed Point	EA	0	0	0	1	1	\$15,142.98	\$15,142.98
	31	Special Bid Item A	LS	0	0	0	1	1	\$1,722.00	\$1,722.00
								Change Order 1 Sub Total		\$110,791.00
Storm Sewer	73	F&I Inlet - Round (RDI) Reinf Conc	EA	7	7	7	3	10	\$1,950.00	\$5,850.00
	76	F&I Pipe 18" Dia Reinf Conc	LF	141	141	141	72	213	\$52.00	\$3,744.00
								Storm Sewer Sub Total		\$9,594.00

Summary.

Source Of Funding

Special Assessment, Water Utility Fund, Sanitary Utility Fund, City Sales Tax, Cass Rural Water

Net Amount Change Order # 1 (\$)

\$120,385.00

Previous Change Orders (\$)

\$0.00

Original Contract Amount (\$)

\$11,675,967.59

Total Contract Amount (\$)

\$11,796,352.59

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

APPROVED

Jared Heller, PE

APPROVED DATE

For Contractor

Dakota Underground Company

Department Head

Title

Project Manager

Mayor

Attest

T-CEE 7/20/22

26

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-22-B1

Type: Change Order #1 & Time Extension

Location: Meadowview 1st Addition

Date of Hearing: 7/18/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/25/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Will Bayuk</u>

The Committee reviewed the accompanying correspondence from Project Manager, Will Bayuk, for Change Order #1 in the amount of \$50,197.73, bringing the total contract amount to \$1,349,795.57, for additional work, along with the associated time extension as described below:

Original Completion Dates	Revised This Memo
Substantial – July 15, 2022 Final – August 14, 2022	Substantial – August 8, 2022 Final – September 8, 2022

Staff is recommending approval of Change Order #1 and the associated time extension.

On a motion by Steve Dirksen, seconded by Tim Mahoney, the Committee voted to recommend approval of Change Order #1 and the time extension as described above to Dirt Dynamics.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #1 in the amount of \$50,197.73, bringing the total contract amount to \$1,349,795.57 and the associated time extension to the Substantial and Final Completion Dates to August 8, 2022 and September 8, 2022 to Dirt Dynamics.

PROJECT FINANCING INFORMATION:


Recommended source of funding for project: Special Assessments

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

COMMITTEE

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

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: PWPEC
From: Will Bayuk, Project Engineer
Date: June 13, 2022
Re: Improvement District No. BN-22-B1 – Change Order #1 & Time Extension

Background:

Improvement District No. BN-22-B1 is for the new construction of underground utilities, asphalt pavement and incidentals on 68th Avenue South, 69th Avenue South, 14th Street South and Meadowview Drive South all within Meadowview 1st Addition.

Dirt Dynamics is the Prime Contractor for this project.

Dirt Dynamics anticipated starting April 16, 2022 but due to the late spring were unable to start until May 13, 2022. They have asked for a time extension to cover this period. It is anticipated that 13 work days will be lost due to weather for this project duration. The actual days lost due to weather was 24 work days. In result, the Contractor is eligible for 11 work days due to the late spring.

There was about 10 acres of land that was covered with water from spring melt. Approximately 9 of these acres were outside of the project area, but all had to be pumped before a clay coffer dam could be constructed to keep any additional rainfall off the project. The cost for temporary pumping was \$1,427.49. They were able to work other areas of the project, so no additional days are needed for Temp pumping.

The project encountered an unanticipated thickness of 3' of topsoil on 14th Street South. This additional topsoil was removed within the road section which required additional Fill – Contractor Supply. On 68th, 69th, and Meadowview Drive, Dirt Dynamics revealed that the virgin topsoil had never been stripped before a previous operation had filled the Right of Way with clay. Dirt Dynamics removed the 2' of overburden clay, removed the 12" of virgin topsoil and replaced the clay. This additional stripping and clay handling resulted in an additional cost of \$48,770.24 and a delay of 6 working days.

Dirt Dynamics' gravel supplier was unable to deliver Class 5 gravel for the road due to a trucking shortage. Rather than wait for the gravel supplier to deliver the gravel, resulting in an even longer delay to the project, Dirt Dynamics supplied the trucking. The rate of delivery from Dirt Dynamics trucking operation resulted in 3 additional days of trucking.

Recommended Motion:

Approve Change Order #1 in the amount of \$50,197.73 and time extension as shown below.

Original Completion Dates	Revised This Memo
Substantial – July 15, 2022 Final – August 14, 2022	Substantial – August 8, 2022 Final – September 8, 2022

Attachments



CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-22-B1
MEADOW VIEW - 70TH AVE S & 15TH ST S

Change Order No 1 Change Order Date 7/12/2022
 Contractor Dirt Dynamics

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

EXPLANATION OF CHANGE Change Order # 1

Time Extension Late Spring, Unusual Topsoil Conditions, Temp Pumping

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 1	83	Temp Pumping	LS	0	0	0	1	1	\$1,427.49	\$1,427.49
	84	Topsoil - Strip & Spread	CY	0	0	0	762	762	\$3.02	\$2,301.24
	85	Fill - Contractor Supply	CY	0	0	0	2632	2632	\$7.00	\$18,424.00
	86	Excavation	CY	0	0	0	5609	5609	\$5.00	\$28,045.00
Change Order 1 Sub Total										\$50,197.73

Summary

Source Of Funding	
Net Amount Change Order # 1 (\$)	Special Assessment
Previous Change Orders (\$)	\$50,197.73
Original Contract Amount (\$)	\$0.00
Total Contract Amount (\$)	\$1,299,597.84
	\$1,349,795.57

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

CONTRACT DATES

Current Substantial Completion Date	Current Final Completion Date
7/15/2022	8/14/2022
Additional Days Substantial Completion	Additional Days Final Completion
24	25
New Substantial Completion Date	New Final Completion Date
8/8/2022	9/8/2022
	Interim Completion Dates

APPROVED
For Contractor
Title

Wal
Estimator

APPROVED DATE
Department Head
Mayor
Attest

T-CEE
7/20/22

Shot topsoil piles vs. 908.30 LOMR = 9001.49 CY

Will figured 6" in lots and 12" in roadway.

Assumed 907.80 in roadways and 905.00 bottom virgin topsoil.

68th, Meadowview, and 69th all had clay from 907.80 to 906.00 on top of virgin topsoil.

Clay was removed from 2' back of curb to back of curb for a volume of: 50475 sf x 2' deep = 3739 cy

This was removed and replaced similar to subcut with excavators and dozers.

12" of topsoil was stripped in a similar process. 1870 CY stripped

On original stripping of 69th, MV, and 68th was there much for topsoil?

14th Street was part of the topsoil pile placed when ROW and pond expansion were done with Bison Meadows. The stockpile was moved and lowered to 6" below LOMR to 907.80. This was stripped in the conventional methods for Dirt Dynamics with a scraper, excavator, and dozer. 907.80 (6" below LOMR) – 905.00 (assumed bottom virgin topsoil) = 2.8 feet. 2.8 x 22773 sf = 2362 CY. This is a volume of extra clay needed to be hauled in and compacted within the roadway.

Original quantities:

Topsoil – Strip & Spread: 5632 CY

Clay: C - 1069, F – 1927 for a net of F – 858 CY

Bid Items

Topsoil Strip & Spread: 1 LS	\$17,000	(\$3.02)
Fill – Contractor Supply 858 CY	\$7.00	
Excavation 1069 CY	\$5.00	
Subcut 500 CY	\$4.00	

14th Street:

Excess topsoil	2632 cy	\$3.02	\$7,948.64
Fill – Contractor Supply	2632 CY	\$7.00	\$18,424.00

68th Avenue, 69th Avenue, Meadowview Drive

Remove clay & put back in	3739 CY	\$5.00	\$18,695.00
Remove topsoil	1870 CY	\$5.00	\$9,350.00
Less Traditional strip	1870 CY	-\$3.02	-\$5,647.40 (extra \$1.98/cy to dig out)

TOTAL \$48,770.24

Diary Sheets:

- May 17: d61, d51, 330case, 360 komatsu in afternoon
- May 19: dozer extra topsoil on 14th
- May 23: Strip topsoil 68th 8:40 to 3pm 330CX. Greg crew down 2 hours
- May 24: Scraper 7:30 to 2:30 (blew track)
Case 3:00 –
D61: 7:30 –
- May 25: 7' of topsoil at 69th SS tie in. 490, 360, 61 & 51 1 hour
- June 6: moved clay back on 69th Avenue (also raising iron on Mad. Mead)
- June 16: Hauling in clay & packing on 14th
- June 17: Hauling in clay
- June 18: Hauling in clay

Days

- 5/17: 1 day excess topsoil 14th
- 5/19: ½ day 61 for excess topsoil on 14th
- 5/23: ½ day
- 5/24: ½ day
- 5/25: 1 hour, ricky ½ day
- 6/4: Saturday 1/2 day dug out 14th Street return
- 6/5: Did not know anyone worked on Sunday
- 6/6: 1 day, replaced clay on 69th
- 6/7: ½ day (61 for 3 hours)
- 6/9: ½ day (61 & 330 3 hours ea)

6 additional working days

ANTICIPATED

Apr 16-30		2
May		4
June		5
July	4	<u>2</u>
		13

May 13 Start STRIPPING

delay Apr 16-30 18-23=6 25-30=6
 delay May 1-13 2-7=6 9-12=4
 22 days - 13 days = 11 days

6 days lost topsoil ~~2~~
 2 days Gravel delay
 19 day EXT. working days

6 July 18-23
 6 July 25-30
 6 Aug 1-6
 1 Aug 8

New compl. Aug 8. Tuesday

	24 T Loads		3400T total
Gravel-	10 trucks	6 ROUNDS =	3000T 2.4 days
	6 trucks	5 ROUNDS =	3000T 4.7 days
	12	X 6 X 24 =	1700T 2 days

BN-22-B1 Temp Pumping

Date	Labor	2" pump	3" pump	Total
5/17/2022	3	11	11	
5/18/2022	2	14.5	14.5	
5/19/2022	2	14.5	14.5	
5/20/2022	2	15.25	15.25	
5/21/2022	1	11	11	
5/23/2022	1	5	5	
Total	11	71.25	71.25	

Rate	\$	65.00	\$	4.50	\$	5.50
	\$	715.00	\$	320.62	\$	391.87
						<u>\$ 1,427.49</u>

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-22-F1 Type: Change Order #1 & Time Extension

Location: 21st St S, 13th Ave – 9th Ave Date of Hearing: 7/18/2022

<u>Routing</u>	Date
City Commission	<u>7/25/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Aaron Edgar</u>

The Committee reviewed the accompanying correspondence from Project Manager, Aaron Edgar, for Change Order #1 in the amount of \$2,665.00, bringing the total contract amount to \$1,382,810.18, for additional work, along with the associated time extension as described below:

Original Completion Dates	Revised This Memo
Phase 1 Interim – July 1, 2022	Phase 1 Interim – July 12, 2022
Substantial – September 17, 2022	Substantial – September 28, 2022
Final – October 15, 2022	Final – October 26, 2022

Staff is recommending approval of Change Order #1 and the associated time extension.

On a motion by Steve Dirksen, seconded by Tim Mahoney, the Committee voted to recommend approval of Change Order #1 and the time extension as described above to Key Contracting.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #1 in the amount of \$2,665.00, bringing the total contract amount to \$1,382,810.18 and the associated interim time extension and to the Substantial and Final Completion Dates to September 28, 2022 and October 26, 2022 to Key Contracting.

PROJECT FINANCING INFORMATION:


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

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

COMMITTEE

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

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Aaron Edgar, Project Manager
Date: July 13, 2022
Re: Improvement District No. BR-22-F1 – Change Order #1 & Time Extension

Background:

Key Contracting is the Prime Contractor for Improvement District BR-22-F1 on 21st Street South from 13th Avenue to 9th Avenue.

The attached Change Order in the amount of \$2,665.00 (0.19% of the original contract), which increases the total contract amount to \$1,382,810.18, is for additional work as shown on Change Order #1.

Change Order #1:

- 1.) Due to the unsuitable subgrade for reconstructing the roadway, the Contractor had to remove the unsuitable material and install additional class 5. The Contractor is requesting \$2,665.00 for this additional work.

Key Contracting is requesting a change in the Interim, Substantial and Final Completion Dates due to trucking delays and for waiting on Xcel to relocate the existing gas services.

Recommended Motion:

Approve Change Order #1 in the amount of \$2,665.00 and the associated time extensions for the Completion Dates as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
Phase 1 Interim – July 1, 2022	-	Phase 1 Interim – July 12, 2022
Substantial – September 17, 2022	-	Substantial – September 28, 2022
Final – October 15, 2022	-	Final – October 26, 2022

Attachment



CHANGE ORDER REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-22-F1
ON 21ST STREET SOUTH FROM 13TH AVENUE TO 9TH AVENUE.

Change Order No 1 Change Order Date 7/12/2022
 Contractor Key Contracting Inc

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

EXPLANATION OF CHANGE Change Order # 1

This change order is for sub-cutting, on Phase 1, and for a 11 day time extension due to trucking delays and waiting for Xcel to relocate gas services. The time extension will add 11 days onto the interim completion date on phase 1. The time extension will also change the substantial completion date from September 17, 2022 to September 28, 2022 and the final completion date from October 15, 2022 to October 26, 2022.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	52	F&I Class 5 Agg - 8" Thick	SY	5700		5700	-253	5447	\$10.00	-\$2,530.00
								Paving Sub Total		-\$2,530.00
Change Order 1	86	Subcut	CY	0		0	56	56	\$25.00	\$1,400.00
	87	F&I Class 5 Agg - 12" Thick	SY	0		0	253	253	\$15.00	\$3,795.00
								Change Order 1 Sub Total		\$5,195.00

Summary.

Source Of Funding	Wastewater Utility Funds, Water Utility funds, & Special Assessments
Net Amount Change Order # 1 (\$)	\$2,665.00
Previous Change Orders (\$)	\$0.00
Original Contract Amount (\$)	\$1,380,145.18
Total Contract Amount (\$)	\$1,382,810.18

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

APPROVED

For Contractor

Title

Thomas Martin
President

APPROVED DATE

Department Head

Mayor

Attest

[Signature]
7/20/22

COVER SHEET
CITY OF FARGO PROJECTS

28

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-22-C

Call For Bids	<u>July 25</u>	,	<u>2022</u>
Advertise Dates	<u>August 3 & 10</u>	,	<u>2022</u>
Bid Opening Date	<u>August 31</u>	,	<u>2022</u>
Substantial Completion Date	<u>September 30</u>	,	<u>2023</u>
Final Completion Date	<u>October 30</u>	,	<u>2023</u>

- X PWPEC Report (Attach Copy)
- X Engineer's Report (Attach Copy)
- X Direct City Auditor to Advertise for Bids
- X Bid Quantities (Attach Copy for Auditor's Office Only)
- X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jason Leonard
Phone No. (701) 241-1545

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

- X Create District (Attach Copy of Legal Description)
- X Order Plans & Specifications
- X Approve Plans & Specifications
- X Adopt Resolution of Necessity
- N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)
- X Assessment Map (Attach Copy for Auditor's Office Only)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-22-C1 Type: Infrastructure Request

Location: Laverne's 2nd Addition Date of Hearing: 7/18/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/25/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Leonard</u>

The Committee reviewed a communication from Project Engineer, Jason Leonard, regarding an Infrastructure Request for Laverne's 2nd Addition.

Engineering staff has reviewed the requirements for infrastructure requests and the Developer has met five of the seven requirements. The two remaining items are as follows:

- Execute Special Assessment Security Agreement Upon Request
- Letter of Credit

Staff is recommending approval of the Infrastructure Request.

On a motion by Tim Mahoney, seconded by Bruce Grubb, the Committee voted to recommend approval of the Infrastructure Request contingent upon execution of the Special Assessment Security Agreement and Letter of Credit.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC to approve the Infrastructure Request contingent upon execution of the Special Assessment Security Agreement and Letter of Credit and direct Engineering to start design.

PROJECT FINANCING INFORMATION:


Recommended source of funding for project: Special Assessments

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

COMMITTEE

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

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson



**ENGINEER'S REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-22-C**

**28TH AVE N BETWEEN 41ST ST N & 45TH ST N, 30TH AVE
N BETWEEN 41ST ST N & 43RD ST N, 32ND AVE N
BETWEEN 41ST ST N & 42NS ST N, 42ND ST N BETWEEN
28TH AVE N & 32TH AVE N, 43RD ST N BETWEEN 28TH
AVE N & 32ND AVE N**

Nature & Scope

This project is for new construction of underground utilities, concrete pavement and incidentals on 28th Ave N, 30th Ave N, 32nd Ave N, 41st St N and 42nd St N.

Purpose

This project is to provide infrastructure for new development within the Laverne's 2nd Addition as requested by the Developer.

Feasibility

The estimated cost of construction is \$15,878,584.25. The cost breakdown is as follows:

Paving			
Construction Cost			\$7,884,012.00
Fees			
Admin	4%		\$315,360.48
Contingency	5%		\$394,200.60
Engineering	10%		\$788,401.20
Interest	4%		\$315,360.48
Legal	3%		\$236,520.36
Total Estimated Cost			\$9,933,855.12
Funding			
Special Assessments	100.00%		\$9,933,855.12

Water Main			
Construction Cost			\$1,395,272.25
Fees			
Admin	4%		\$55,810.89
Contingency	5%		\$69,763.61
Engineering	10%		\$139,527.23
Interest	4%		\$55,810.89
Legal	3%		\$41,858.17
Total Estimated Cost			\$1,758,043.04
Funding			
Special Assessments	100.00%		\$1,758,043.04

Storm Sewer			
Construction Cost			\$4,574,825.00
Fees			
Admin	4%		\$182,993.00
Contingency	5%		\$228,741.25
Engineering	10%		\$457,482.50
Interest	4%		\$182,993.00
Legal	3%		\$137,244.75
Total Estimated Cost			\$5,764,279.50
Funding			
Special Assessments	100.00%		\$5,764,279.50


Sanitary Sewer		
Construction Cost		\$2,024,475.00
Fees		
Admin	4%	\$80,979.00
Contingency	5%	\$101,223.75
Engineering	10%	\$202,447.50
Interest	4%	\$80,979.00
Legal	3%	\$60,734.25
Total Estimated Cost		\$2,550,838.50
Funding		
Sales Tax Funds - Wastewater - 455	30.01%	\$765,450.00
Special Assessments	69.99%	\$1,785,388.50

Project Funding Summary		
Sales Tax Funds - Wastewater - 455	3.83%	\$765,450.00
Special Assessments	96.17%	\$19,241,566.16
Total Estimated Project Cost		\$20,007,016.16

This project does not have any alternate or optional containers.

We believe this project to be cost effective.




 Thomas Knakmuhs, PE
 Assistant City Engineer



**LOCATION AND COMPRISING
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-22-C**

**28TH AVE N BETWEEN 41ST ST N & 45TH ST N, 30TH AVE
N BETWEEN 41ST ST N & 43RD ST N, 32ND AVE N
BETWEEN 41ST ST N & 42NS ST N, 42ND ST N BETWEEN
28TH AVE N & 32TH AVE N, 43RD ST N BETWEEN 28TH
AVE N & 32ND AVE N**

LOCATION:

On 42nd Street North from 28th Avenue North to 32nd Avenue North.
On 43rd Street North from 28th Avenue North to 32nd Avenue North.
On 28th Avenue North between 41st Street North & 42nd Street North.
On 28th Avenue North between 43rd Street North & 45th Street North.
On 30th Avenue North between 41st Street North and 43rd Street North.
On 32nd Avenue North between 42nd Street North and 43rd Street North.
All located in Lavernes 2nd Addition.

COMPRISING:

Lots 1-11 Inclusive, Block 1.
Lots 1-8 Inclusive, Block 2.
Lots 1-6 Inclusive, Block 3.
Lots 1-4 Inclusive, Block 4.
Lots 1-4 Inclusive, Block 5.
All in Lavernes 2nd Addition.

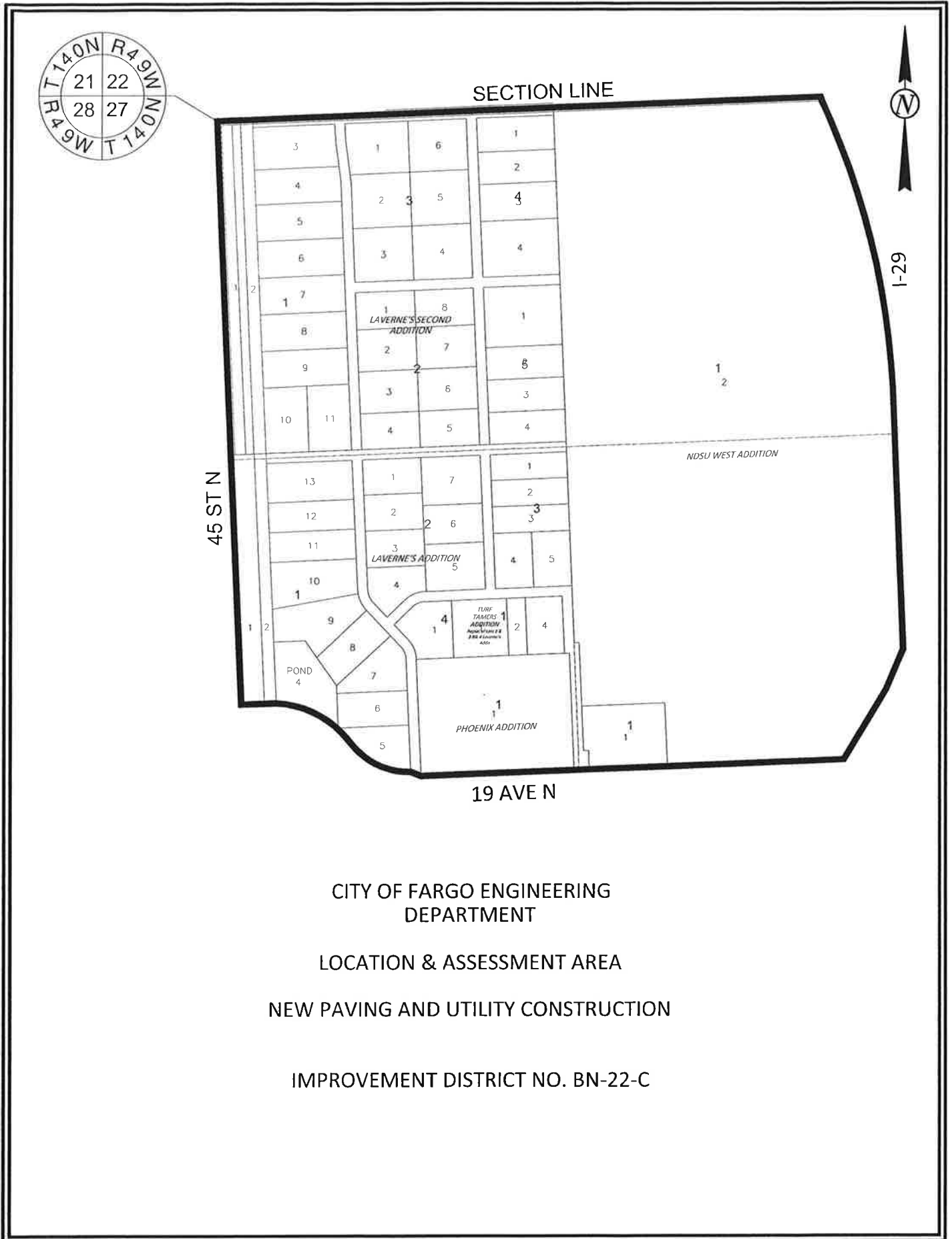
Lots 1-2 & 4-13 Inclusive, Lot 3 Exclusive, Block 1.
Lots 1-7 Inclusive, Block 2.
Lots 1-5 Inclusive, Block 3.
Lots 1 and 4 Inclusive, Block 4.
All in Lavernes Addition.

Lot 1 Inclusive, Block 1.
All in the Phoenix Addition.

Lots 1-2 Inclusive, Block 1.
Turf Tamers Addition.

Lot 1-2 Inclusive, Block 1.
NDSU West Addition.

All of the foregoing is 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-22-C