

FARGO CITY COMMISSION AGENDA
Monday, July 10, 2023 - 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, June 26, 2023; Special Meeting, June 28, 2023).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 2nd reading and final adoption of an Ordinance Amending Section 19-0203 and Enacting Sections 19-0206.1 and 19-0208 of Article 19-02, Amending Section 19-0302 and Enacting Sections 19-0305, 19-0306 and 19-0307 of Article 19-03 of Chapter 19 of the Fargo Municipal Code Relating to the Department of Forestry - Trees, Parks and Boulevards.
- 2. 1st reading of Ordinances Enacting Article 25-38 of Chapter 25 of the Fargo Municipal Code Relating to Commercial Pedal Car Vehicles and Amending Section 8-0311 of Article 8-03 of Chapter 8 of the Fargo Municipal Code Relating to Regulations Governing Operators.
- 3. Applications for Games of Chance:
 - a. EagleRidge Legacy Fund, Inc. for a raffle on 7/27/23; Public Spirited Resolution.
 - b. Fargo Gateway Lions for a raffle and sports pool on 7/11/23.
 - c. ND Chapter of Backcountry Hunters & Anglers for a raffle on 9/21/23; Public Spirited Resolution.
 - d. Matthew's Voice Project for a raffle from 7/14/23 to 7/30/23; Public Spirited Resolution.
 - e. North Dakota Beekeepers Association for a raffle on 7/14/23.
 - f. Warm Blanket Hugs for a raffle on 8/11/23.
 - g. Knights of Columbus 4th Degree Assembly 788 for a calendar raffle 1/1/24-1/31/24.
 - h. Fargo 12U White Baseball Team for a raffle on 7/25/23.
- 4. Site Authorizations for Games of Chance:
 - a. Plains Art Museum at Blue Wolf Casino (West Acres Bowl/Cactus Jacks) (amended).
 - b. West Fargo Events Inc. at Holiday Inn (Spirits Lounge).
- 5. Amendment to the limited franchise agreement with Cass County Electric.
- 6. Extension of a Class "A-3" Alcoholic Beverage License for 518 Properties LLC d/b/a Summit Nightclub until 2/28/24.
- 7. Addition of Project No. HD-23-B1 to the 2023 Capital Improvement Plan.
- 8. Final Balancing Change Order No. 1 in the amount of \$3,740.54 for Project No. UR-22-C1.

Negative Final Balancing Change Order No. 2 in the amount of \$-2,550.00 for Project No. TP-21-B1.

10. Waiver of annual fees for Right of Way Occupancy for Red River Valley Electric Cooperative Power Association (Project No. FM-21-A1).
11. Cost share with Lumen Communications for modifications to an existing concrete utility vault (Improvement District No. BR-23-F1).
12. Service Agreement with Minnkota Power Cooperative, Inc. for utility relocation and forthcoming Easement Agreement (Improvement District No. BN-23-A2).
13. Encroachment Agreement with TYKE Properties, LLC located at 2600 3rd Avenue North.
14. Modification of full incentive language for Phase 2 construction to extend to 48-calendar days (Improvement District No. BR-22-A2).
15. Bid award in the amount of \$874,351.50 to Fargo Electric Construction, Inc. for Project No. TR-23-A1.
16. Bid award in the amount of \$22,220.00 to American Engineering Testing for a special inspection contract for the construction of Fire Station 8.
17. Opioid Abatement Fund budget adjustment.
18. Subrecipient Agreement Amendment between Fargo Cass Public Health (Grantor) and Family Healthcare (Subrecipient).
19. School Nursing Budget Proposal Amendment for 7/1/23 to 6/30/24 between Fargo Public School District and Fargo Cass Public Health.
20. Notice of Grant Award from ND Department of Health and Human Services for Tobacco Prevention and Control.
21. Notice of Grant Award from ND Department of Health and Human Services for Women's Way (CFDA #s 93.898 and 93.391).
22. Notice of Grant Award Amendment from the ND Department of Health and Human Services for PHEP City Readiness Initiative (CFDA #93.069).
23. Agreement for Services with Families United for Self-Empowerment.
24. Bid award to Amy's Windows in the amount of \$122,550.00 for replacement of the shades at the Main Library (RFP23090).
25. Letter of Support for Four Sisters, LLC project to the ND Opportunity Fund.
26. Sole Source Procurement with FASTER Asset Solutions in the amount of \$87,808.00 for software upgrades and General Agreement (SSP23114).
27. Contract and bond for Project No. WA2055.
28. Contract and bond for Project No. WA2255.

- 29. Contract and bond for Project No. WA2254.
- 30. Contract and bond for Improvement District No. UN-23-A1.
- 31. Contract and bond for Improvement District No. PN-23-E1.
- 32. Contract and bond for Improvement District No. PR-23-G1.
- 33. Contract and bond for Improvement District No. UR-23-A1.
- 34. Bills.

REGULAR AGENDA:

- 35. **RESIDENT COMMENTS (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).**

***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**

- 36. **PUBLIC HEARING** – Hearing on a dangerous building located at 421 15th Avenue North; continued from the 6/26/23 Regular Meeting.
- 37. **PUBLIC HEARING** – CONTINUED TO 7/24/23 - Southwest Fargo Mission Second Addition (4451, 4455, and 4475 40th Avenue South); approval recommended by the Planning Commission on 5/2/23:
 - a. Zoning Change from P/I, Public and Institutional to P/I, Public and Institutional and GC, General Commercial with a C-O, Conditional Overlay.
 - b. 1st reading of rezoning Ordinance.
 - c. Plat of Southwest Fargo Mission Second Addition.
- 38. **PUBLIC HEARING** – Annexation of 80.40 acres, more or less located in a Part of the Southwest Quarter of Section 28; of the Southeast Quarter of Section 29; and the Northeast Quarter of Section 32, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota.
 - a. 1st reading of annexation Ordinance.
- 39. **PUBLIC HEARING** – Veterans Industrial Park Addition (5385 19th Avenue North); approval recommended by the Planning Commission on 5/2/23:
 - a. Zoning Change from AG, Agricultural to LI, Limited Industrial.
 - b. 1st reading of rezoning Ordinance.
 - c. Plat of Veterans Industrial Park Addition.
- 40. **PUBLIC HEARING** – Interstate Business District Addition (4753 45th Street North and 4269 40th Avenue North); denial recommended by the Planning Commission on 6/6/23:
 - a. Growth Plan Amendment from Residential Area, Lower to Medium Density, Commercial, and Proposed Park to Industrial and Commercial
 - b. Zoning Change from AG, Agricultural and LI, Limited Industrial with a C-O, Conditional Overlay to LI, Limited Industrial with a C-O, Conditional Overlay, GC, General Commercial with a C-O, Conditional Overlay, and P/I, Public and Institutional.
 - c. 1st reading of rezoning Ordinance.

d. Plat of Interstate Business District Addition.

41. Change order for additional services with BerryDunn for implementation and project management of a new Enterprise Resource Planning (ERP) accounting system (RFP21029).
42. Recommendation for appointment of the City Engineer.
43. Update on Federal Aid Road and Bridge Projects.
44. Applications for Property Tax Exemptions for Improvements Made to Buildings:
 - a. Alecia Arneson and Matthew Meyer, 1514 3rd Avenue North (5 years).
 - b. Brian and Taylor Tranda, 2411 18th Street South (5 years).
 - c. Emma Saice, 911 7th Avenue North (5 years).
 - d. Zachary Echola and Heidi Selzer-Echola, 1111 6th Street South (5 years).
45. 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.

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AN ORDINANCE AMENDING SECTION 19-0203
AND ENACTING SECTIONS 19-0206.1 AND 19-0208 OF ARTICLE 19-02, AMENDING
SECTION 19-0302 AND ENACTING SECTIONS 19-0305, 19-0306
AND 19-0307 OF ARTICLE 19-03
OF CHAPTER 19 OF THE FARGO MUNICIPAL CODE
RELATING TO THE DEPARTMENT OF FORESTRY -- TREES,
PARKS AND BOULEVARDS

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

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

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

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement revisions to the City of Fargo Department of Forestry ordinances by the adoption of this ordinance;

NOW, THEREFORE, Be It Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Amend.

Section 19-0203 of Article 19-02 of Chapter 19 of the Fargo Municipal Code is amended to read as follows:

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19-0203. - Permit required before planting, pruning or removing trees on public property or public rights-of-way or installing any utility—Application.

No person, firm or corporation shall hereafter plant, cause to be planted, remove, destroy, cut, deface, prune, or interfere with any tree or shrub within the limits of any street, alley, boulevard or other public way of the city, nor shall any person, firm or corporation install, repair or replace any utility installations of any type on any public right-of-way, or within the CRZ as defined by Section 19-0305, without first having obtained a written permit from the city forester; provided, however, that in the event of emergency repair, the necessity of first obtaining a written permit is hereby waived and such permit may be obtained after the repair work has been accomplished. Application for such permit shall be in writing on forms which shall be provided by the city forester. After the receipt of such application, the city forester shall investigate the location named in such application and shall grant a permit for planting of trees or shrubs only if the location is such as to allow the normal growth and development of such trees or shrubs and shall grant permits for pruning or removing only if such is consistent with the public safety and welfare. The permit shall be in writing and shall specify the location and variety of trees and the year issued, and no charge shall be made for such permit. In making application for such permit, all public utilities, persons, firms or corporations shall submit to the city forester the names of all tree care personnel used by them to assure that said personnel have been certified by the office of the city forester.

Section 2. Amendment.

Article 19-0206 of Article 19-02 of Chapter 19 of the Fargo Municipal Code is enacted to read as follows:

19-0206. Construction activity on public property or city boulevards.

Trenching operations or other construction activities on boulevards, or within the CRZ as defined by Section 19-0305, shall not be permitted without first obtaining a permit from the city forester. Application for such permit shall be in writing on forms which shall be provided by the city forester and shall specify the location and the type of installation and construction activity. Any installation and construction activity shall be

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1 accomplished in accordance with regulations of the office of the city forester, which
2 regulations shall be clearly specified on the permit issued by the city forester

3 Section 2. Enact.

4 Article 19-0206.1 of Article 19-02 of Chapter 19 of the Fargo Municipal Code is enacted to
5 read as follows:

6 19-0206.1- Exemptions:

7 1. Employees of the street department of the city of Fargo, while engaged in work
8 directed by the city, shall be exempt from permit and license requirements.

9 2. Contractors performing work under a written contract with any governmental unit or
10 public utility company authorized to operate within the corporate limits of the city shall
11 be exempt from permit requirements.

12 Section 3. Enact.

13 Section 19-0208 of Article 19-02 of Chapter 19 of the Fargo Municipal Code is enacted to
14 read as follows:

15 19-0208- Damage.

16 Permittee shall be responsible for any damage caused to existing public trees. Damage
17 includes more than 25% of the canopy impacted, any damage to the main stem, or work
18 within the CRZ as defined by Section 19-0305. The city forester shall determine the
19 appropriate remedy, including repair or removal of the impacted property. In the event
20 removal is required, the permittee shall be responsible for the appraised value, as defined
21 in section 19-0305.

22 Section 4. Amendment

23 Section 19-0302 of Article 19-03 of Chapter 19 of the Fargo Municipal Code is amended to
read as follows:

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19-0302. - Qualifications.

1 All personnel involved in the care and maintenance of trees in the city of Fargo, whether
2 employed by the office of the city forester or otherwise, must show a degree of
3 proficiency consistent with the latest version of the American National Standards
4 Institute A300 Standard for tree care operations and the American National Standards
5 Institute Z133.1 Standard for safety requirements, must be in possession of all necessary
6 and current licensing requirements, and must receive authorization from the city forester
7 before practicing any tree related services; provided, however, that for tree care and
8 maintenance crews, only the job supervisor shall be required to be authorized by the city
forester and said job supervisor shall be responsible for any violations of this ordinance
by any personnel under his direction and control. A license shall be obtained from the
City Auditor. The license fee, bond amount, insurance requirements, and other license
requirements shall be established by Resolution of the board of city commissioners.

9 Section 5. Enact.

10 Section 19-0305 of Article 19-03 of Chapter 19 of the Fargo Municipal Code is hereby
11 enacted to read as follows:

12 19-0305. - Definitions.

- 13
- 14 1. “Appraised Value” shall mean the value determined utilizing a formula in
15 conformity with the latest edition of the Guide for Plant Appraisal authored by the
16 Council of Tree and Landscape Appraisers. This method is used to appraise the
17 monetary value of trees too large to be replaced with nursery or field grown stock.
18 Determination of the value is based on the cost of the largest commonly available
19 transplantable tree and its cost of installation, plus the difference in value of the
20 mature tree.
 - 21 2. “CRZ (Critical Root Zone)” shall mean the area equal to 1 foot from the trunk for
22 every 1 inch in diameter of a public tree measured at 4.5 feet above ground line.
- 23

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Section 6. Enact.

1 Section 19-0306 of Article 19-03 of Chapter 19 of the Fargo Municipal Code is hereby
2 enacted to read as follows:

3 19-0306. – Removals.

4
5 Any person, firm or corporation removing a public tree shall be responsible for payment
6 of the appraised value as defined in section 19-0305.

7 Section 7. Enact.

8 Section 19-0307 of Article 19-03 of Chapter 19 of the Fargo Municipal Code is hereby
9 enacted to read as follows:

10 19-0307. – City Forester Decisions – Review and Appeal.

11 The city forester shall set forth in writing the reasons for any permit denial and
12 shall deliver to the permit applicant notice of such denial. Said delivery shall be
13 deemed complete three (3) days after deposit of such notice in the United States
14 Postal Service to the address stated on the permit application. Application denial
15 may be appealed to the board of city commissioners in writing to the city forester
16 within ten (10) days. The city forester shall provide written notice to the
17 applicant of the date, time and place for a public hearing before the board of city
18 commissioners, not less than fifteen (15) days from date of receipt of the notice of
19 appeal.

20 Section 8. Penalty.

21 A person who willfully violates this ordinance is guilty of an infraction. Every person,
22 firm or corporation violating an ordinance which is punishable as an infraction shall be punished
23 by a fine not to exceed \$1000.00; the court to have power to suspend said sentence and to revoke

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the suspension thereof.

Section 9. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

ALL INFORMATION ON THIS FORM IS A PUBLIC RECORD

225 North 4th Street
PO Box 2471
Fargo, ND 58108-2471
Phone: (701) 241-1304 Fax: (701) 241-8184
mvanyo@FargoND.gov
Forestry License Application Form

Application made (date) _____, for a license to carry on the business/occupation as follows. I agree to abide by the laws, ordinances, and regulations pertaining thereto.

Applicant: _____

Phone#: _____

Business Name: _____

Business Address: _____

Mailing Address: _____

E-Mail Address: _____

Expires December 31st

Tree Contractor (\$50/yr)

1. **PROOF OF LIABILITY INSURANCE (General Commercial Liability in an amount not less than \$1,000,000)**
2. **A VALID NORTH DAKOTA CONTRACTOR'S LICENSE**
3. **DOCUMENTATION OF ND COMMERCIAL PESTICIDE APPLICATOR'S LICENSE (IF APPLICABLE)**

Applicant Signature

Date

******* My signature states that I request the issuance of a license under these requirements. *******

Entered:

Approved:

License Expiration Date: _____

Total Due: \$ _____ Check No: _____

Date Paid: _____

Bond No: if applicable _____

Bond Co: _____

Bond Expiration Date: _____

COMMISSIONER _____ introduced the following resolution and moved its adoption:

RESOLUTION

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

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

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

WHEREAS, Article 3(G) of the Home Rule Charter of the City of Fargo, North Dakota grants the City of Fargo power to provide for the adoption, amendment, and repeal of ordinances and resolutions, and regulations to carry out its governmental and proprietary powers and to provide for public health, safety, morals, and welfare, and penalties for a violation thereof; and

WHEREAS, The City of Fargo has established a department of Forestry pursuant to Ordinance, Chapter 19 of the Fargo Municipal Code; and

WHEREAS, Fargo Municipal Code Section 19-0302 provides for the licensure of persons involved in the tree care operations within the city of Fargo as follows:

All personnel involved in the care and maintenance of trees in the city of Fargo, whether employed by the office of the city forester or otherwise, must show a degree of proficiency consistent with the latest version of the American National Standards Institute A300 Standard for tree care operations and the American National Standards Institute Z133.1 Standard for safety requirements, must be in possession of all necessary and current licensing requirements, and must receive authorization from the city forester before practicing any tree related services; provided, however, that for tree care and maintenance crews, only the job supervisor shall be required to be authorized by the city forester and said job supervisor shall be responsible for any violations of this ordinance by any personnel under his direction and control.

WHEREAS, The Board of City Commissioners wishes to implement a license process and establish a license fee and insurance requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO that the Forestry license requirements and fees for the Forestry License shall be set as follows:

1. Licensees shall be required to comply with the latest version of the American National Standards Institute A300 Standard for tree care operations.
2. Licensees shall be required to comply with the American National Standards Institute 133.1 standard for safety requirements.
3. A license fee in the amount of \$50.00 shall be required yearly for a licensee engaged in forestry services.
4. Licensees shall secure a performance bond in the amount of \$25,000.
5. Licensee shall present proof of commercial liability insurance in an amount not less than \$1,000,000.
6. Licensee shall present proof of a contractor's license from the State of North Dakota, as required, valid for the license year.
7. Licensee shall present a North Dakota commercial applicator's license for all licensees engaged in offering treatment as a portion of the services offered by the licensee.
8. If at any time the City Forestry determines that licensee has violated any terms of the license granted by the City, including failure to perform in accordance with recognized standards, the City Forester shall recommend to the Board of City Commissioners that such license be suspended or revoked. Licensee may request a hearing before the Board of City Commissioners with 10 days of receipt of notice, served by certified and regular mail at the address stated on the license application.

Dated this ____ day of _____, 2023.

Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER _____, and upon roll call vote, the following voted in favor thereof: COMMISSIONERS _____. The following were absent and not voting: _____, and the following voted against the same: _____, whereupon the resolution was declared duly passed and adopted.

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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE ENACTING
ARTICLE 25-38 OF CHAPTER 25
OF THE FARGO MUNICIPAL CODE
RELATING TO COMMERCIAL PEDAL CAR VEHICLES

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

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

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

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

NOW, THEREFORE,

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

Section 1. Enactment.

Article 25-38 of Chapter 25 of the Fargo Municipal Code is hereby enacted to read as follows:

ARTICLE 25-38

25-3801. Definitions.

As used in this section, the following terms shall have the meanings indicated:

1. Alcohol beverages shall have the meaning given in Fargo Municipal Code § 25-1501.

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- 2. Commercial pedal car vehicle shall mean a vehicle with fully operational pedals for propulsion entirely by human power, that has four wheels and is operated in a manner similar to a bicycle, that is designed to be occupied by a driver and passengers providing pedal power to the drive train of the vehicle containing not less than 5 drive trains, and that is operated by the vehicle owner or an employee of the owner.
- 3. Commercial pedal car business shall mean the operating of one (1) or more commercial pedal car vehicle(s) for profit or not-for-profit.
- 4. Commercial pedal car driver shall mean any person who is responsible for the safe operation of a commercial pedal car, including but not limited to the steering and braking and maintaining compliance with all state and local traffic and parking regulations.
- 5. Commercial pedal car driver license shall mean a license granted in accordance with this Article.
- 6. Street shall mean any street or roadway under the jurisdiction of the city of Fargo, and specifically excludes privately owned roadways, roadways owned and operated by the Fargo Park District, or roadways located on the campus of North Dakota State University.

25-3802. License required.

- A. Commercial pedal car business license. No person or business may engage in a commercial pedal car business without first obtaining a commercial pedal car business license and after full compliance with this Article.
 - 1. Application for a commercial pedal car business license shall be made in writing to the Auditor's office, upon forms furnished by the Auditor, which the owner of the business shall sign. For a partnership, the name of the business and the names and addresses of the partners must also be given, and one of the partners shall sign the application. For an LLC or a corporation, the applicant shall also provide the names and addresses of the principal officers, and the president and secretary shall sign the application.
 - 2. The license application shall identify each commercial pedal car owned by the license holder. The license holder shall provide an amendment to the application for a commercial pedal car business license before adding any commercial pedal cars into service.
- B. Commercial pedal car vehicle license. No person shall operate or permit the operation of a commercial pedal car vehicle upon any street, sidewalk or other

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1 public place unless a commercial pedal car vehicle license has been issued for said
2 commercial pedal car, and unless the commercial pedal car vehicle has a valid
3 license/sticker visible in the proper registration area.

4 1. Application for a commercial pedal car license shall be made by the
5 owner of the pedal car, in writing, upon forms furnished by the Auditor. Such
6 application shall be signed by the owner and granted by the Auditor, or his/her
7 designee, on an annual basis.

8 2. At the time of application, the applicant shall provide evidence of
9 certification by an employee of a bicycle repair shop located within the city of
10 Fargo of the safety and roadworthiness of the commercial pedal car vehicle. The
11 Auditor may designate minimum safety standards for pedal car equipment,
12 construction and design. A separate fee as established in the license fee schedule
13 may be required for inspections performed throughout the license period.
14 Commercial pedal cars found to not meet minimum inspection standards shall be
15 identified as "out of service" and shall not operate until such defects have been
16 repaired and approved by the Auditor.

17 3. In addition to the minimum standards designated by the Auditor, the
18 following equipment requirements shall apply to all commercial pedal car
19 vehicles:

20 i. Tires. Tires shall be of a size appropriate for the commercial pedal car
21 with no mismatched tires per the design of the vehicle. There shall be no
22 cuts to the tires, localized worn spots that expose the ply, or visible tread
23 wear indicators.

ii. Operational horn or bell. The commercial pedal car shall be equipped
with a fully operational horn or bell.

iii. Brakes. It shall be unlawful to operate, or cause to be operated, a
commercial pedal car that is not equipped with front and rear braking
systems capable of being manipulated by the driver from the driver's
normal position of operation and capable of causing a commercial pedal
car with a loaded passenger compartment to come to a complete stop in a
linear path of motion when each wheel of the commercial pedal car is in
contact with the ground on dry, level, clean pavement. The braking system
controlling the rear wheels shall be hydraulic or mechanical disc or drum
brakes, unaffected by rain or wet conditions.

iv. Headlight. A headlight capable of projecting a beam of white light for
a distance at a minimum of three hundred (300) feet which shall be clearly

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visible during darkness and must be illuminated at all times during darkness.

1 v. Mirrors. A side mounted mirror or a wide-angle rear view mirror
2 affixed to the pedal car to reflect to the pedal car driver a view of the street
3 for a distance of at least two hundred (200) feet from the rear of the pedal
4 car.

5 vi. Rear Illumination and Brake Lights. A red light and brake light
6 affixed to the rear of the pedal car which must be visible for a distance of
7 at least two hundred (200) feet from the rear of the pedal car and must be
8 illuminated at all times during darkness. Turn signals must be affixed to
9 the front and rear of the vehicle.

10 vii. Reflectors. All pedal cars shall have reflectors on the frame and a red
11 reflector mounted on each side of the rear of the pedal car, at least one (1)
12 inch from the outer edge and centered. In addition, the international slow
13 moving triangle must be displayed on the rear of the pedal car.

14 viii. Hi Restraints. Hip restraints as defined by the American National
15 Standards Institute (ANSI)/National Golf Carts Manufacturers Association
16 (NGCMA) shall be installed for every seat on the vehicle. The driver of
17 the commercial quadricycle shall not operate the vehicle unless each
18 passenger thereon is wearing a hip restraint. The failure of a passenger to
19 wear a hip restraint shall not be considered evidence of negligence,
20 comparative or otherwise, including apportionment of fault, on the part of
21 the passenger, and shall not be evidence used to diminish any recovery for
22 damages arising out of the ownership, maintenance, occupancy, or
23 operation of a vehicle.

4. No commercial pedal car vehicle shall travel at a speed greater than 25 miles per hour,

5. Commercial pedal cars shall be exempt from Fargo Municipal Code section 8-0506- Impeding traffic. When safe and appropriate to do so, the commercial pedal car operator shall exit the lane of travel in order to allow traffic to pass safely.

6. The Auditor shall have the right to examine and inspect any licensed commercial pedal car at any reasonable time in order to ensure compliance with all applicable ordinances, laws and rules.

7. If an inspection finds a commercial pedal car in operation exhibiting continuing and present safety concerns, the commercial pedal car may

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1 be immediately ordered out of service until necessary repairs are made or the
2 safety concerns are resolved. Qualifying safety concerns may include but are not
3 limited to failure to abide by applicable ordinances, laws or rules, flat tires,
4 inoperable head lights or taillights, or other mechanical or operational issues
5 making the vehicle unsafe to operate.

6 C. Commercial pedal car vehicle operator's license. No person shall drive or operate
7 a commercial pedal car vehicle upon any street, sidewalk or other public place
8 without first obtaining a commercial pedal car operator's license.

9 1. Written application for a commercial pedal car operator's license
10 shall be made to the City Auditor, giving the name, residence address, date of
11 birth, all residing addresses within the previous five (5) years, and North Dakota
12 driver's license number of the applicant. Every pedal car driver shall meet and
13 maintain the following requirements in order to hold a pedal car driver license:

- 14 i. Must be at least 21 years of age; and
- 15 ii. Must possess a valid state driver's license which is not suspended,
16 revoked, canceled or expired; and
- 17 iii. Shall not have had more than three (3) moving violations in the last
18 three (3) years and no more than two (2) moving violations in the last
19 year; and
- 20 iv. Shall indicate the name of the pedal car business for which the driver
21 works; and
- 22 v. Shall not have been convicted of careless or reckless driving or any
23 moving violation within the past three (3) years; and
- vi. Shall have completed mandatory server training as defined in Fargo
Municipal Code § 25-1501 (26).

25-3803. License Denial.

17 The Auditor shall issue a license under section 25-3802 only if all requirements have been
18 met and if issuance is in the best interest of the city. The Auditor may deny any license under
19 section 25-3802 in his/her full discretion in the interest in public safety or if the application is not
20 in the best interest of the city. The Auditor shall take into account any objections from the City
21 Administrator, the Police Chief, the Fire Chief, a Building Inspector, the Director of Planning
22 and Development, and the City Engineer, or their designees. If the Auditor denies a license, the
23 applicant may appeal said denial to the board of city commissioners.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

25-3804. Term of License.

1 Any license issued pursuant to this subsection shall be issued upon granting and shall expire
2 on March 1 of the year following its issuance.

25-3805. Fees.

3 All fees for the operation of a commercial pedal car business in the city of Fargo shall be
4 established by Resolution approved by the board of city commissioners.

25-3806. Routes.

5 The license application shall identify the proposed route or routes over which the
6 commercial pedal car shall operate. No license shall be issued under this Article until the
7 Auditor, in consultation with other city personnel, including the Chief of Police, Fire Chief, City
8 Engineer, Director of Planning, and Transit Director, or his/her designee, has approved the
9 proposed route or routes. Each commercial pedal car license application is limited to no more
10 than four (4) approved routes at any one time, to be presented at the time of the yearly license
11 application for approval. Prohibited and restricted roadways shall be identified on the city of
12 Fargo website for reference purposes only. Route amendments may be submitted due to road
13 closures or other impediments to commercial pedal car operation. Such route amendments must
14 be approved in advance of operation.

15 All commercial pedal car businesses shall operate tours only from approved commercial
16 locations on private property approved by the Auditor. These sites shall be used by the licensed
17 business as the locations for patrons to gather and assemble prior to embarking on a commercial
18 pedal car tour and to disembark at the conclusion of the tour. Approved sites shall provide patron
19 access to restroom facilities and a minimum of three (3) off-street customer parking spaces per
20 pedal car operated from the site.

25-3807. Insurance.

21 No license shall be issued or renewed without proof of commercial general liability
22 insurance in the minimum amount of two million dollars (\$2,000,000.00). Proof of insurance
23 shall name the city of Fargo as an additional insured and provide for the payment of damages for
bodily injury, loss of consortium or death of a person, and for injury to or destruction of property
of a person or entity, due to the liability of the owner or operator of the commercial pedal car
arising out of the ownership, operation, use, or maintenance of a commercial pedal car. The
policy shall provide that the insurer shall give the city notice of any cancellation or nonrenewal
of the policy. The commercial pedal car licensee shall maintain on file with the Auditor's office
a copy of the current policy of comprehensive general liability insurance required by this section.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

25-3808. Advertising on commercial pedal cars.

1 Advertisements shall only be allowed on the manufactured body of the commercial pedal
2 car. No banners, poles, flags, detached signs, or any other addition or object will be permitted.

3 25-3809. Parking.

4 No person shall park or permit the parking of a commercial pedal car upon any sidewalk
5 or in any place not specifically designated for parking. The commercial pedal car may occupy up
6 to two designated parking stalls for no more than 1 hour.

7 25-3810. Hours of operation.

8 Hours of operation shall be from 10:00 a.m. to 10:00 p.m. May through September, and
9 10:00 a.m. to 8:00 p.m. October through April. The prohibitions of hours of operation may be
10 waived for special events upon proper application to the Auditor.

11 25-3811. Vehicle operation.

12 Every commercial pedal car shall be operated in compliance with all applicable federal,
13 state and local traffic laws and regulations, and in a manner so as to assure the safety of persons
14 and property.

15 25-3812. Operating restrictions and conditions.

- 16 1. No commercial pedal car shall be operated or parked on a public sidewalk.
- 17 2. No commercial pedal car shall use any public street or other public property as a
18 waiting area unless such area is a legal motor vehicle parking area. No pedal car
19 shall park or wait in a taxi stand or passenger loading and unloading area as
20 designated.
- 21 3. No commercial pedal car driver shall consume any alcoholic beverages while on
22 duty or operate a commercial pedal car while impaired in any manner.
- 23 4. All commercial pedal cars shall be clean and maintained in a good state of repair.
All commercial pedal cars shall be maintained by the commercial pedal car
business so as to be well painted and have an appearance free of damage or
deterioration, and a safe operational condition.
5. All commercial pedal cars shall display a valid license decal conspicuously
displayed, issued by the Auditor.
6. All commercial pedal cars shall have the trade name and phone number of the
licensee conspicuously displayed on the pedal car.
7. All commercial pedal car passengers consuming alcohol shall be of legal age.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- 1 8. Commercial pedal car drivers shall have in their possession proof of insurance,
2 valid state driver's license and a commercial pedal car driver's license while in
3 control of any commercial pedal car and shall operate the pedal car in compliance
4 with all applicable federal, state, and local traffic laws, ordinances, or other
5 applicable regulations and in a manner so as to assure the safety of persons and
6 property. These documents shall be made available upon request of law
7 enforcement, the license official, or traffic control agent.
- 8 9. All commercial pedal car drivers shall obey and comply with any lawful order or
9 direction of any police officer, traffic control agent, or license inspector, and shall
10 refrain from interference with such officials while in the performance of their
11 duties.
- 12 10. No commercial pedal car driver shall permit more passengers to be carried in a
13 commercial pedal car than the commercial pedal car's normal seating capacity and
14 no more than two (2) persons in addition to the driver may be in the center aisle
15 while the pedal car is in motion.
- 16 11. No commercial pedal car driver shall allow a passenger or other individuals to
17 drive their commercial pedal car unless that individual also holds a commercial
18 pedal car driver's license.
- 19 12. All beverages must be in cans not exceeding 16 ounces. No glassware of any
20 kind shall be allowed on a commercial pedal car, including but not limited to
21 bottles, plastic cups, or other drinking glasses.
- 22 13. No music or amplified sound shall be played, nor yelling or conversation be
23 conducted, in such a manner that violates Article 11-02 of the Fargo Municipal
Code.
- 14 14. No more than two (2) alcoholic beverages may be permitted per passenger.
15 Obviously intoxicated persons shall not be permitted to be carried on the
16 commercial pedal car, and the licensed pedal car driver shall confiscate any
17 alcoholic beverages permitted by this Article from any intoxicated passenger.
- 18 15. It is the responsibility of the commercial pedal car driver to properly dispose of all
19 trash.
- 20 16. A commercial pedal car driver must be properly attired with a shirt, pants, skirt or
21 shorts and secure footwear.
- 22 17. A commercial pedal car driver shall not stop to load or unload passengers or their
23 belongings in the intersections of any street, crosswalk or in any manner or other
location that would be considered unsafe. No commercial pedal car driver shall

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

load or unload in any such manner that will in any way impede or interfere with the orderly flow of traffic on the streets.

1 18. It shall be unlawful for any commercial pedal car driver to allow or cause to be
2 operated a pedal car in any unsafe manner or operating condition.

3 19. It is the responsibility of the commercial pedal car driver to actively and
4 affirmatively manage the behavior of the passengers of the commercial pedal car
5 so that that their behavior remains law-abiding during the excursion, both while
6 the pedal car is in motion and at a stop. Behavior which shall be prohibited and
7 prevented includes specifically, but is not limited to, indecent exposure,
8 disorderly conduct, public urination and littering.

25-3813. Commercial pedal car company licenses.

7 Every licensed pedal car company shall:

- 8 1. Take affirmative measures to ensure that all of its owners and drivers comply with
9 the terms of this Article.
10 2. Be responsible for the operation of the pedal car at all times.
11 3. Ensure that no pedal car is operated in an unsafe mechanical condition or
12 continues to operate after it has been ordered out of service.
13 4. Promptly respond to all requests for information from the Auditor.
14 5. Promptly report any and all accidents involving pedal cars operating in Fargo to
15 the Auditor.
16 6. Every licensed pedal car company shall be deemed the agent of service of all
17 notices, orders, and other correspondences from the city of Fargo to pedal car
18 drivers operating under their company license.

25-3814. Licenses nontransferable.

17 Licenses issued under this Article are non-transferrable, and cessation of operation shall
18 immediately result in license termination.

25-3815. Revocation.

19 In addition to all other penalties, any violation of the terms of this Article shall be
20 grounds for revocation, suspension, or non-renewal of the license. Any applicant or licensee
21 whose license has been denied, suspended or revoked under the provisions of this Article may
22 appeal said denial, suspension or revocation to the board of city commissioners.
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Penalty.

1 A person who willfully violates this ordinance is guilty of a Class B misdemeanor. Every person,
2 firm or corporation violating an ordinance which is punishable as a Class B misdemeanor shall be punished
3 by a fine not to exceed \$1,500.00, or by imprisonment not to exceed 30 days, or by both such fine and
4 imprisonment, in the discretion of the court; the court to have power to suspend said sentence and to revoke
5 the suspension thereof. In addition to such fine and/or imprisonment, the court, in its discretion, may
6 assess a fee in an amount not to exceed \$25.00 as provided in North Dakota Century Code section 27-01-
7 10.

Section 3. Effective Date.

8 This ordinance shall be in full force and effect from and after its passage, approval and
9 publication.
10
11

12 (SEAL)

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

13 Attest:

14
15 _____
Steven Sprague, City Auditor

16 First Reading:
17 Second Reading and Final Passage:
18 Publication:
19
20
21
22
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 8-0311 OF
ARTICLE 8-03 OF CHAPTER 8 OF THE FARGO MUNICIPAL CODE
RELATING TO REGULATIONS GOVERNING OPERATORS

1
2 WHEREAS, the electorate of the city of Fargo has adopted a home rule charter in
3 accordance with Chapter 40-05.1 of the North Dakota Code; and

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

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

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

10 NOW, THEREFORE,

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

12 Section 1. Amendment.

13 Section 8-0311 of Article 8-03 of Chapter 8 of the Fargo Municipal Code is hereby
14 amended to read as follows:

15 8-0311. Unlawful to have opened receptacle containing beer, alcohol, or alcoholic beverages
16 in motor vehicles, truck, or bus.

17 Except as provided in § 39-08-18 of the North Dakota Century Code, and as a passenger
18 on a commercial pedal car containing not less than five (5) drive trains, no person shall drink or
19 consume beer, alcohol, or alcoholic beverages, as defined by state law, in a motor vehicle, truck
20 or other commercial vehicle, or bus or keep in a motor vehicle, truck or other commercial
21 vehicle, or bus any bottle or receptacle containing beer, alcohol, or alcoholic beverages, as
22 defined by state law, which has been opened or the contents of which have been partially
23 consumed.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Penalty.

1 A person who willfully violates this ordinance is guilty of a Class B misdemeanor. Every
2 person, firm or corporation violating an ordinance which is punishable as a Class B misdemeanor
3 shall be punished by a fine not to exceed \$1,500.00, or by imprisonment not to exceed 30 days,
4 or by both such fine and imprisonment, in the discretion of the court; the court to have power to
5 suspend said sentence and to revoke the suspension thereof. In addition to such fine and/or
6 imprisonment, the court, in its discretion, may assess a fee in an amount not to exceed \$25.00 as
7 provided in section 27-01-10, N.D.C.C.

Section 3. Effective Date.

8 This ordinance shall be in full force and effect from and after its passage, approval and
9 publication.
10

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

12 Attest:

13
14 _____
Steven Sprague, City Auditor

15
16 First Reading:
17 Second Reading:
18 Final Passage:
19 Publication:
20
21
22
23

6/20/23



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (5-2023)

39

Applying for (check one)

Local Permit Restricted Event Permit*

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

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

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

ORGANIZATION INFO

Name of Organization or Group EagleRidge Legacy Fund, Inc.		Dates of Activity (Does not include dates for the sales of tickets) July 27, 2023	
Organization or Group Contact Person Abbey Heilig	E-mail aheilig@eagleridgecompanies.com	Telephone Number 701-936-8095	
Business Address 3280 Veterans Blvd, Suite 303	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name EagleRidge Plaza		County Cass	
Site Physical Address 3280 Veterans Blvd	City Fargo	State ND	ZIP Code 58104
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 50/50 Raffle at single event on July 27, 2023. Tickets may be sold prior to event.			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	50% of the total dollar amount collected. No more than \$8,000.	8,000.00
Total (limit \$40,000 per year)		\$ 8,000.00

Intended Uses of Gaming Proceeds

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

Yes No

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

Yes No

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

No Yes - Total Retail Value: **750.00** (This amount is part of the total prize limit for \$40,000 per fiscal year)

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

Yes No

Printed Name of Organization Group's Permit Organizer Abbey Heilig	Telephone Number 701-936-8095	E-mail Address aheilig@eagleridgecompanies.com
Signature of Organization Group's Permit Organizer 	Title Marketing Director	Date 6/21/2023



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

Page 28 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (5-2023)

36

6/23/23

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

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

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

ORGANIZATION INFO

Name of Organization or Group Fargo Gateway Lions		Dates of Activity (Does not include dates for the sales of tickets) July 11, 2023	
Organization or Group Contact Person Darrell Costain	E-mail d-a-costain@msn.com	Telephone Number 701-730-4575	
Business Address 527 Kingston Place	City West Fargo	State ND	ZIP Code 58078
Mailing Address (if different) same	City	State	ZIP Code

SITE INFO

Site Name Fargo South High School	County Cass
Site Physical Address	City Fargo
	State ND
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) An annual event as a fundraiser. It will be at Fargo South on 7/11 Lions All Star Basketball games	

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

Game Type	Description of Prize	Exact Retail Value of Prize
50-50	Typically half out what is raised	250
Total (limit \$40,000 per year)		\$

Intended Uses of Gaming Proceeds
We give back to local charities

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

Yes No

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

Yes No

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

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

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

Yes No

Printed Name of Organization Group's Permit Organizer Darrell Costain	Telephone Number 701-730-4575	E-mail Address d-a-costain@msn.com
Signature of Organization Group's Permit Organizer <i>Darrell Costain</i>	Title Co-Chair All Star Games	Date 6.23.23

6/23/23



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

30

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 North Dakota Chapter of Backcountry Hunters & Anglers	Dates of Activity J	If raffle, provide drawing date September 21, 2023	
Organization or Group Contact Person Andrew Sather	Title or Position Treasurer	Telephone Number 701-200-2751	
Business Address 725 West Alder Suite 111	City Missoula	State MT	ZIP Code 59802
Mailing Address (if different) 3841 Knudsen Ave #111	City Bismarck	State ND	ZIP Code 58503
Site Name (where gaming will be conducted) Fargo Brewing Company			
Site Address 610 N University Dr #104	City Fargo	ZIP Code ND	County 58102

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	Weatherby Element Shotgun	799.99
Raffle	Two Dozen G+H Decoys	400.00
Raffle	Sport Dog GIC	250.00
Raffle	Scheel's GIC	+ 100.00
Raffle - Package Total	Total for waterfowl Package	1549.00
		Total (limit \$40,000 per year) <i>See attached</i>

Intended Uses of Gaming Proceeds 5,888.00
 Promote & protect public lands through use of clean up and volunteer activities/opportunities

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 \$6,179.93 (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 Andrew Sather	Title Treasurer	Telephone Number 701-200-2751	E-mail Address fallingpheasants18@gmail.com
Signature of Organization or Group's Top Official <i>James O'Shea</i>		Title Chapter Co-Chair	Date June 16, 2023

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	Stone Glacier GC	500.00
Raffle	Work Sharp GC	500.00
Raffle	Sitka GC	250.00
Raffle	Irish Setter Boots	300.00
Raffle	Vortex Binoculars	240.00
Total (limit \$40,000 per year)		

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	Weatherby Oviom Shotgun	1049.00
Raffle	Irish Setter Boots	300.00
Raffle	Spout Dog GC	250.00
Raffle	Schuel's GC	+ 100.00
Raffle Package Total	Total for Upland Package	1699.00

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	Milwaukee M18 Drill	200.00
Raffle	Quick Cable Battery Booster Pack	200.00
Raffle	Fox Pro Patriot	150.00
Raffle	Vexilar FLX12	300.00
Raffle		
Total (limit \$40,000 per year)		5888.00 USD



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

Page 31 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (5-2023)

3d

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

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

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

ORGANIZATION INFO

Name of Organization or Group Matthew's Voice Project		Dates of Activity (Does not include dates for the sales of tickets) July 14, 15, 22, 23, 29, 30	
Organization or Group Contact Person Jenny Schuster	E-mail jennyschuster@parkcompany.com	Telephone Number 701-729-5851	
Business Address 929 Westwynd Dr	City West Fargo	State ND	ZIP Code 58078
Mailing Address (if different) same	City	State	ZIP Code

SITE INFO

Site Name North Dakota Horse Park		County Cass	
Site Physical Address 5180 19th Ave N	City Fargo	State ND	ZIP Code 58102
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) July 14, 15, 22, 23, 29, 30 - We run a raffle drawing (double ticket) each race day with 1 winner drawn per day			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	cash (50% of tickets sold paid as prize to 1 winner per race day)	
	last year averaged \$1,000 prize/profit per race day drawing	6000
Total (limit \$40,000 per year)		\$ 12000

Intended Uses of Gaming Proceeds
purchase of essential items for homeless youth

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

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

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

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

Printed Name of Organization Group's Permit Organizer Jenny Schuster	Telephone Number 701-729-5851	E-mail Address jennyschuster@parkcompany.com
Signature of Organization Group's Permit Organizer Jenny Schuster	Title Executive Director	Date 6/27/23



Page 32 **APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (5-2023)

1249

3e

Applying for (check one)

Local Permit Restricted Event Permit*

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

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

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

ORGANIZATION INFO

Name of Organization or Group North Dakota Beekeepers Assn		Dates of Activity (Does not include dates for the sales of tickets) July 14, 2023	
Organization or Group Contact Person John Miller, President		E-mail john@millerhoneyfarms.com	Telephone Number 916-718-4243
Business Address P.O. Box 294		City Frickle	State ND
Mailing Address (if different)		City	State ND
			ZIP Code 58442

SITE INFO

Site Name Fargo Holiday Inn		County CASS	
Site Physical Address 3803 13 th AVE SOUTH		City FARGO	State ND
			ZIP Code 58103

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

July 14, 2023 8:00 p.m. +/- 1 Time only

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Painting by George Hausen of Colton, Oregon	\$5,000.
Total (limit \$40,000 per year)		\$

Intended Uses of Gaming Proceeds
 DONATION TO PROJECT ARIZONA 501c3 non-profit

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 for \$40,000 per fiscal year)

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

Yes No

Printed Name of Organization Group's Permit Organizer John Miller	Telephone Number 916-718-4243	E-mail Address john@millerhoneyfarms.com
Signature of Organization Group's Permit Organizer <i>John Miller</i>	Title President	Date 8/25/23

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (5-2023)

7/5/23

3f

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

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

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

ORGANIZATION INFO

Name of Organization or Group Warm Blanket Hugs on behalf of Clay Fell Benefit		Dates of Activity (Does not include dates for the sales of tickets) August 11th, 2023	
Organization or Group Contact Person Wendy Allen	E-mail wendyjallen3@gmail.com	Telephone Number 701-866-3941	
Business Address 4201 38th Street South #201	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Garden of Healing		County	
Site Physical Address 3020 51st Street South	City Fargo	State ND	ZIP Code 58104

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

One time drawing - August 11th, 2023

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

Game Type	Description of Prize	Exact Retail Value of Prize
Ticket Raffle	Handmade Quilt	400.00
Ticket Raffle	Handmade Quilt	400.00
Total (limit \$40,000 per year)		\$ 800.00

Intended Uses of Gaming Proceeds

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

Yes No

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

Yes No

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

No Yes - Total Retail Value: **524.00** (This amount is part of the total prize limit for \$40,000 per fiscal year)

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

Yes No

Printed Name of Organization Group's Permit Organizer Wendy Allen	Telephone Number 701-866-3941	E-mail Address wendyjallen3@gmail.com
Signature of Organization Group's Permit Organizer <i>Wendy Allen</i>	Title Executive Director	Date Jul 5, 2023



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

7/6/23

39

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

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

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

ORGANIZATION INFO

Name of Organization or Group: Knights of Columbus 4th Degree Assembly 788 Dates of Activity (Does not include dates for the sales of tickets): February 19, 2024

Organization or Group Contact Person: John F. Herlick E-mail: johnherlick@gmail.com Telephone Number: 701 412 6776

Business Address: 104 Meadowlark Lane N City: Fargo State: ND ZIP Code: 58102-2160

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

SITE INFO

Site Name: St. Mary's Cathedral Social Hall County: Cass

Site Physical Address: 604 Broadway City: Fargo State: ND ZIP Code: 58107

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
Raffle - tickets to be drawn every day of January 2024

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Cash	1,390.00
Total (limit \$40,000 per year)		\$ 1,390.00

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 an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)
 No Yes - Total Retail Value: 1485.00 (2022) (This amount is part of the total prize limit for \$40,000 per fiscal year)

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

Name <u>John A. Herlick</u>	Title <u>Raffle Chairman</u>	Telephone Number <u>701 412 6776</u>	E-mail Address <u>johnherlick@gmail.com</u>
Signature of Organization or Group's Top Official <u>John A. Herlick</u>		Title <u>Raffle Chairman</u>	Date



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (5-2023)

3h

7/6/23

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

Raffle by a Political or Legislative District Party

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

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

ORGANIZATION INFO

Name of Organization or Group Fargo 12U White Baseball Team		Dates of Activity (Does not include dates for the sales of tickets) 7/25/23	
Organization or Group Contact Person Nikki Eckman	E-mail nikki.eckman@hotmail.com	Telephone Number 701-238-7669	
Business Address	City	State	ZIP Code
Mailing Address (if different) 2641 Meadow Creek Cir S	Fargo	ND	58104

SITE INFO

Site Name Tharaldson Little League Complex	County Cass
Site Physical Address 1804 17th Ave S	City Fargo
	State ND
	ZIP Code 58103

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

7/25/23

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle Boards	50/50 Cash Prize	up to \$500 / board
Raffle Boards	Sports Memorabilia (ex/ Toronto Blue Jays team signed jersey)	\$300/item
Total (limit \$40,000 per year)		\$

Intended Uses of Gaming Proceeds

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

Yes No

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

Yes No

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

No Yes - Total Retail Value: **0** (This amount is part of the total prize limit for \$40,000 per fiscal year)

Rained out

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

Yes No

Printed Name of Organization Group's Permit Organizer Nikki Eckman	Telephone Number 701-238-7669	E-mail Address nikki.eckman@hotmail.com
Signature of Organization Group's Permit Organizer 	Title	Date 07/06/23

AMENDED

49



GAMING SITE AUTHORIZATION
 ND OFFICE OF ATTORNEY GENERAL
 SFN 17996 (2-2023)

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

Full, Legal Name of Gaming Organization
Plains Art Museum

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

Name of Location
Blue Wolf Casino (West Acres Bowl/Cactus Jack's)

Street 3402 Interstate Blvd S	City Fargo	ZIP Code 58103	County Cass
---	----------------------	--------------------------	-----------------------

Beginning Date(s) Authorized 7/1/23	Ending Date(s) Authorized 6/30/24	Number of Twenty-One tables, if zero, enter "0" 6
---	---	---

Specific location where games of chance will be conducted and played at the site (required)
Entire Facility-Excluding Offices and Restrooms

If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

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

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input checked="" type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

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

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 7/10/23
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



GAMING SITE AUTHORIZATION
 ND OFFICE OF ATTORNEY GENERAL
 SFN 17996 (4-2023)

46

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

Full, Legal Name of Gaming Organization
 WF Events Inc.

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

Name of Location
 Holiday Inn (spirits Lounge)

Street 3803 13 th Aves	City Fargo	ZIP Code 58103	County Cass
--------------------------------------	---------------	-------------------	----------------

Beginning Date(s) Authorized July 1, 2023	Ending Date(s) Authorized June 30, 2024	Number of Twenty-One tables, if zero, enter "0" 3
--	--	--

Specific location where games of chance will be conducted and played at the site (required)
 Eastern end of bar shown on map

If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known
 NA

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

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

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

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

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 7/10/23
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
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RETURN ALL DOCUMENTS TO:

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

5

AUDITOR'S OFFICE

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

MEMORANDUM

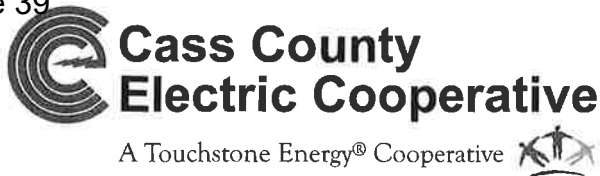
TO: Board of City Commissioners
FROM: Steven Sprague, City Auditor
SUBJECT: Cass County Electric Franchise Agreement
DATE: June 27, 2023

Pursuant to a limited franchise agreement between the City of Fargo and Cass Country Electric entered into in December 2016, Cass County Electric is required to provide written notice of the intention to service areas annexed into the City of Fargo. Attached is the required notice referring to the annexation of May 24, 2023.

Please receive and file the amendment to the limited franchise agreement adding the area annexed by the City of Fargo on May 24, 2023.

Recommended Motion:

Receive and file the amendment to the limited franchise agreement between the City of Fargo and Cass County Electric adding the area annexed by the City of Fargo on May 24, 2023.



June 19, 2023

Kent Costin
Director of Finance
City of Fargo
225 4th Street North
Fargo, ND 58102

<CERTIFIED MAIL>

Dear Mr. Costin,

This letter is in reference to the franchise agreement that the City of Fargo granted to Cass County Electric Cooperative, Inc. in December 2016.

In paragraph eleven (11), the agreement refers to a written notice required to add designated areas (annexed property being served by the Cooperative) to this agreement.

Please note the designated areas identified below, which are hereby identified as additional annexed areas in which Cass County Electric Cooperative Inc. will provide service to existing and new customers:

- 1) That part of the Northeast Quarter of Section 15, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, being more fully described in the Annexation plat Document #1689684.

Said part of Section 15 as described in the annexation plat, contains 112.14 acres more or less.

This area was annexed into the City of Fargo and recorded at the Cass County Recorder's office on May 24th, 2023, at 01:24 o'clock PM, Document No. 1689684.

Sincerely,

A handwritten signature in cursive script that reads 'Jodi Bullinger'.

Jodi Bullinger, PE
VP Engineering & Operations
Cass County Electric Cooperative

Mr. Kent Costin
June 19, 2023
Page 2

Encl (1)

Cc: Marshal Albright, CEO Cass County Electric Cooperative
Ms. Tami Norgard, Vogel Law, Attorney for Cass County Electric Cooperative, Inc.



MEMORANDUM

TO: Board of City Commissioners
FROM: Steven Sprague, City Auditor
SUBJECT: Liquor License Extension – Summit Nightclub
DATE: July 5, 2023

The Auditor's office received a request to grant an extension of the requirements of 25-1512 from 518 Properties LLC d/b/a Summit Nightclub until February 28, 2024.

The owners of Summit Nightclub have closed the business and are requesting some time to find an alternative use for the liquor license. At this time, Summit Nightclub is requesting a 6-month extension of ordinance 25-1512 to February 28, 2024

Please see the attached letter from the legal representative.

Recommended Motion:

Move an extension of the requirements of 25-1512 to Summit Nightclub until February 28, 2024.

518 Properties, LLC dba Summit Nightclub

June 28, 2023

Mr. Steven Sprague, City Auditor
City of Fargo
225 4th Street North
Fargo, ND 58108

RE: Request for an Exemption to Section 25-1512 of the Municipal Code

Mr. Sprague:

Please see this letter as a formal request for an exemption from section 25-1512 of the municipal code of the City of Fargo. 518 Properties, LLC is still working on a new concept for the use of its liquor license. We are anticipating that we will have a new proposal to you by the end of August, early September as we finalize costs and the layout with our architects.

Please feel free to contact me with any questions you may have regarding this request.

Respectfully

A handwritten signature in black ink, appearing to read "Tyler Brandt", with a long horizontal flourish extending to the right.

Tyler Brandt, President

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

7

Project No. HD-23-B1 Type: 2023 CIP Revision
Location: 25th Street & 7th Avenue North Date of Hearing: 6/30/2023

Table with 2 columns: Routing, Date. Rows include City Commission (7/10/2023), PWPEC File (X), Project File (Roger Kluck).

The Committee reviewed a communication from Civil Engineer II, Roger Kluck, regarding a recommendation to add Project No. HD-23-B1 to the 2023 CIP.

Engineering, in collaboration with the Public Works Department, is developing a project to demolish the old Monarch Photo Building at 25th Street and 7th Avenue North, which is owned by the City. The building has fallen into disrepair and is difficult to secure and poses a public safety hazard.

The initial budget project estimate, including inspection and administration fees is \$500,000.00. The Finance Department and the Auditors office has initially reviewed the proposed project and has directed the use of Account 402 for the funding of this work. Engineering has been in contact with local Contractors/Vendors for input on setting the final bid estimate in regards to the hazardous material removals and building demolition. The projected timeline is to bid the project, if approved, in late August of 2023, with a Final Completion Date of May 3, 2024. It should be noted that both major roadways will need to have substantial street excavations to complete the utility service disconnects.

Staff is recommending the addition of HD-23-B1 in the 2023 CIP

On a motion by Steve Sprague, seconded by Ben Dow, the Committee voted to recommend the addition of HD-23-B1 in the 2023 CIP.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and add Project No. HD-23-B1 to the 2023 Capital Improvement Plan.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Account Fund 402

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

COMMITTEE

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

ATTEST:

Signature of Brenda E. Derrig, P.E., City Engineer

Memorandum

To: Members of PWPEC
From: Roger E. Kluck, PE, CFM Civil Engineer II, Storm Sewer & Floodplain
Date: June 30, 2023
Re: Project No. HD-23-B1 – Request to Add Project to 2023 CIP

Background:

Engineering has been tasked by the Public Works Department to develop a project to demolish the old Monarch Photo Building at 25th Street and 7th Avenue North, which was acquired by the City. The building has fallen into disrepair and is difficult to secure and poses a public safety hazard.

The initial budget project estimate, including inspection and administration fees is \$500,000.00. The Finance Department and the Auditors office has initially reviewed the proposed project and has directed the use of Account 402 for the funding of this work. Engineering has been in contact with local Contractors/Vendors for input on setting the final bid estimate in regards to the hazardous material removals and building demolition. The projected timeline is to Bid the project, if approved, in late August of 2023, with a final completion date of May 3, 2024. It should be noted that both major roadways will need to have substantial street excavations to complete the utility service disconnects.

Recommended Motion:

Approve the addition of Project No. HD-23-B1, Building Demolition to the 2023 CIP.

REK/jmg

C: Jody Bertrand, Division Engineer
Nathan Boerboom, Division Engineer

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

8

Project No. UR-22-C1

Type: Final Balancing Change Order #1

Location: University Drive South

Date of Hearing: 6/30/2023

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/10/2023</u>
PWPEC File	<u>X</u>
Project File	<u>Rick Larson</u>

The Committee reviewed the accompanying correspondence from Project Manager, Rick Larson, related to Final Balancing Change Order #1 in the amount of \$3,740.54, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Final Balancing Change Order #1 in the amount of \$3,740.54, bringing the total contract amount to \$161,640.54.

On a motion by Steve Sprague, seconded by Ben Dow, the Committee voted to recommend approval of Final Balancing Change Order #1 to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #1 in the amount of \$3,740.54 bringing the total contract amount to \$161,640.54 to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Waste Water Utility Fund


	<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><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"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Michael Redlinger, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
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"/>	
Susan Thompson, Interim Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Rick Larson, Project Engineer
Date: June 22, 2023
Re: Project No. UR-22-C1 – Final Balancing Change Order #1

Background:

Project No. UR-22-C1 is for the replacement of sanitary sewer manholes, pipe, bike trail repairs, and ditch grading. The project is located on the east side of the 3700 Block of University Drive South.

Key Contracting is the Prime Contractor on this project.

Attached is the Final Balancing Change Order in the amount of \$3,740.54. The Contractor met the requirements of the contract and it has been accepted by the City. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	\$	157,900.00
Change Order #1 (FBCO)	\$	3,740.54
Total Contract:	\$	161,640.54

Recommended Motion:

Approve Final Balancing Change Order #1 in the amount of \$3,740.54 for Project No. UR-22-C1.

RJL/klb
Attachment

APPROVED
For Contractor
Title

Thomas Martin
President

APPROVED DATE
Department Head
Mayor
Attest





PAY ESTIMATE SHEET
SANITARY SEWER REPAIR & INCIDENTALS
PROJECT NO. UR-22-C1
3700 BLOCK OF UNIVERSITY DRIVE SOUTH

UR-22-C1
 Pmt #2
 Pmt \$8,082.03
 Bal -\$0.00
 Not Yet Approved

Project No. UR-22-C1
Project Name Sanitary Sewer Repair & Incidentals
Type Utilities Rep/Rehab
Description 3700 Block of University Drive South
Pay Estimate Number 2
From Date 5/10/2023
To Date 6/22/2023

The Honorable Board of City Commissioners
 Dear Commissioners,

Be advised that Key Contracting Inc has performed the work to date shown on this statement

1. Contract Work

	Sanitary Sewer	Contract		Previous		Current		To Date			
		Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
1	Mobilization	LS	1	\$10,000.00	1	\$10,000.00	0	\$0.00	1	\$10,000.00	100%
2	Remove Manhole	EA	2	\$5,000.00	2	\$10,000.00	0	\$0.00	2	\$10,000.00	100%
3	Remove Pipe All Sizes All Types - CO1	LF	35.4	\$200.00	35.4	\$7,080.00	0	\$0.00	35.4	\$7,080.00	100%
4	F&I Manhole 5' Dia Reinf Conc	EA	1	\$75,000.00	1	\$75,000.00	0	\$0.00	1	\$75,000.00	100%
5	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	30	\$250.00	30	\$7,500.00	0	\$0.00	30	\$7,500.00	100%
6	F&I Pipe w/GB SDR 26 - 15" Dia PVC - CO1	LF	5.4	\$250.00	5.4	\$1,350.00	0	\$0.00	5.4	\$1,350.00	100%
7	Connect Pipe to Exist Pipe	EA	1	\$2,500.00	1	\$2,500.00	0	\$0.00	1	\$2,500.00	100%
8	Remove Sidewalk All Thicknesses All Types - CO1	SY	116.67	\$50.00	116.67	\$5,833.50	0	\$0.00	116.67	\$5,833.50	100%

2. Change Orders

Change Order Item & Quantity Summary				Change Order Item Payment Summary									
CO# & Category	Line No	Description	Previous Contract Totals			New Contract Totals			Current		To Date		% Complete
			Unit Qty	Price	Unit Qty	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
Change Order #1			Net Contract Change: \$3,740.54										
			Change Order #1 Subtotals						\$0.00		\$0.00		\$0.00
			B. All Change Order Work Paid Subtotal						\$0.00		\$0.00		\$0.00
			C. All Contract Work Container Subtotal						\$161,640.54		\$161,640.54		
			D. Total Contract Work Completed To Date						\$0.00		\$161,640.54		
			E. Total Contract Work Completed This Pay Estimate						\$0.00				

* Please Note That Change Order Payment Totals On This Page Will Not Reflect The Total Change Order Value If The Change Order Contains Quantity Change Items

Contract Summary		
1. Original Contract Amount	Original contract amount	\$157,900.00
2. Net Contract Change by Change Order	Sum of all net change order values	\$3,740.54
3. Current Contract Amount	Sum of original contract amount and all change orders	\$161,640.54
Total Work Completed To Date		
4. Total Contract Work Completed to Date	Section 2 of This Estimate, Line D	\$161,640.54
5. Total Contract Work Completed This Pay Estimate	Section 2 of This Estimate, Line E	\$0.00
Payment Adjustments		
6. Total Retainage Withheld @ 0% of Total Contract Work Completed to Date	Line 4 x 0%	-\$0.00
7. Retainage Release This Pay Estimate	(If Retainage is to be released) = Previous Total Retainage Withheld minus Line 6	\$8,082.03
8. Total Payment Adjustments This Pay Estimate	Section 3 of This Estimate, Line F	\$0.00
Payment Due Summary		
9. Total Due to Date	Line 4 + Line 6 + Total Payment Adjustments To Date (Line G, Section Three)	\$161,640.54
10. Previous Payments	Sum of all previous Payments to Contractor	\$153,558.51
11. Payment Due This Estimate	Line 9 - Line 10	\$8,082.03

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

9

Project No. TP-21-B1

Type: Negative Final Balancing Change Order #2

Location: 4320 17 Avenue South

Date of Hearing: 6/30/2023

<u>Routing</u>	<u>Date</u>
City Commission	7/10/2023
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, regarding Negative Final Balancing Change Order #2 in the amount of \$-2,550.00, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #2 in the amount of \$-2,550.00, bringing the total contract amount to \$68,003.00.

On a motion by Steve Sprague, seconded by Ben Dow, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to GreenEarth Landscaping.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of \$-2,550.00, bringing the total contract amount to \$68,003.00 to GreenEarth Landscaping.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Red River Human Services, Fargo Park District, COF – Planning Dept.


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

COMMITTEE

	<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"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Michael Redlinger, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
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"/>	
Susan Thompson, Interim Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


Brenda E. Derrig, P.E.
City Engineer



CHANGE ORDER REPORT
FARGO PROJECT - NORTH POND
PROJECT NO. TP-21-B1

Final Balancing
 Change Order

4302 17 AVE S RRHS STORM WATER DETENTION POND

Change Order No 2 **Change Order Date** 6/26/2023
Contractor GreenEarth Landscaping LLC

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

EXPLANATION OF CHANGE Change Order # 2

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 (\$)
RRHS Pond Features	3	Temp Construction Entrance	EA	1		1	-1	0	\$2,550.00	-\$2,550.00
RRHS Pond Features Sub Total									-\$2,550.00	

Summary.

Source Of Funding

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Red River Human Services, Fargo Park District, City of Fargo-Planning

-\$2,550.00

\$743.00

\$69,810.00

\$68,003.00

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

APPROVED

For Contractor

Title

CEO



APPROVED DATE

Department Head

Mayor

Attest



REPORT OF ACTION

10

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No.: FM-21-A1 Type: ROW Occupancy Fee Waiver

Location: University Dr & 52nd Avenue South Date of Hearing: 6/30/2023

Routing	Date
City Commission	<u>7/10/2023</u>
PWPEC File	<u>X</u>
Project File	<u>Kevin Gorder</u>

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding the waiver of annual fees for a Right of Way Occupancy for Red River Valley Electric Cooperative Power Association (RRVCPA).

Project FM-21-A1 is a Red River Bank Stabilization project near University drive and 52nd Avenue South. CenturyLink, Arvig, and RRVCPA have underground fiber in the slope unloading area. All three are currently working on relocating their facilities so the project can proceed. Two of the companies are not franchised utilities so they completed a Right of Way Occupancy Permit application. This permit has a \$1/foot annual fee to be in the right of way (ROW) with a minimum charge of \$500.

RRVCPA installed their underground utility before the area was annexed into the City. We recently found out they were in the old county highway ROW. Based on the timing of install and their quick response, staff is recommending waiving the annual fee for RRVCPA.

On a motion made by Nicole Crutchfield, seconded by Steve Dirksen, the Committee voted to approve the waiver of annual fees for the Right of Way Occupancy for RRVCPA.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC Committee and approve the waiver of annual fees for the Right of Way Occupancy for RRVCPA.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

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

COMMITTEE

	Present	Yes	No	Unanimous
				<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"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Michael Redlinger, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
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"/>	
Susan Thompson, Interim Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Kevin Gorder, Division Engineer
Date: June 27, 2023
Re: Project No. FM-21-A1 – Utility Relocates and ROW Occupancy Fee Waiver

Background:

Project No. FM-21-A1 is a Red River Bank stabilization project near University Drive and 52nd Avenue South. Century Link, Arvig, and Red River Valley Cooperative Power Association (RRVCPA) have underground fiber in the slope unloading area. All three are currently working on relocating their facilities so the project can proceed. Two of the companies are not franchised utilities so they completed a Right of Way Occupancy permit application. This permit has a \$1/foot annual fee to be in the right of way with a minimum charge of \$500.

RRVCPA installed their underground utility before the area was annexed into the City. We recently found out they were in the old county highway right of way and they have been easy to work with on this relocation. Based on the timing of install and their quick response, staff is recommending waiving the annual fee for RRVCPA.

Recommended Motion:

Recommend approval of a waiver of annual fees for the ROW Occupancy for Red River Valley Electric Cooperative Power Association.

KOG/klb
Attachment



APPLICATION FOR RIGHT-OF-WAY OCCUPANCY REGISTRATION
 ENGINEERING DEPARTMENT
 200 North 3rd Street
 Fargo ND 58102
 Phone (701) 241-1545 Fax (701) 241-8101 Email: lemtg@cityoffargo.com

Applicant Information

Applicant Leon Emmil
 Business Name Red River Valley Cooperative Power Association
 Business Address 109 2nd Ave E Phone 218-456-2139
Halstad, MN 56548 Fax _____
 Email info@rvcoop.com
 Mailing Address PO Box 358 Phone 701-730-6606
Halstad, MN 56548 Fax _____
 Email lemmil@rvcoop.com

Applicant Agent

Name _____
 Address _____
 Phone _____
 Fax _____
 Email _____

Local Agent

Name _____
 Address _____
 24-Hour Phone _____
 Fax _____
 Email _____

City Franchise Holder

Yes _____ No X

North Dakota One Call Registration Number 23050081 & 23050082

Insurance Coverage Name

(Attach Certificate of Insurance)

Project Information

Project Name City of Fargo - University/52nd Ave S
 Plan Reference Number FM-21-A2
 Location & Description _____

Length (Ft) 2,000

Annual Fee 0 Ft. X \$1/Ft. = \$ 0 Per Year (\$500 Minimum)

Right-of-Way Occupancy Registration Application
Page 2

General Contractor

Name MVM Contracting, Inc. Phone 701-265-1330
Address 3350 36th Ave S Fax _____
Fargo, ND 58104 Email _____
24-Hour Phone _____
Contact Person Mait Myrvold
Work Phone _____ Cell Phone _____ Home Phone _____

Subcontractor

Name _____ Contact _____ Phone _____

Estimated Starting Date _____ Estimated Completion Date _____

Proposed Facilities

Cable Type Electrical Red Innerduct _____
Size 3-4/0 Underground Size 3-2 inch
Rating 12,470/7,200V

New No Replacement/Repair Yes _____
Method of Installation Directional boring

Applicants Signature Leon Ormrod Date 6/9/2023

CITY OF FARGO

Date Received 6/6/23 Permit Number 23-0004

Plan Review

Approved [Signature] Date 6/19/23
First Year Payment Received (date) _____ Check No. _____ Date _____
Utility Engineer Approval _____ Date _____
City Engineer Approval _____ Date _____



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.

- * 10' Min distance from city utilities
- * Call for walkthrough once locates are complete
- * Call prior to Starting for permits
- * Follow all WUTCD guidelines for pedestrian and vehicle control
- * Failure to follow approval will result in shutdown

CITY OF FARGO
 ENGINEERING DEPARTMENT
 APPROVED
 AS IS AS NOTED
 CITY ENG. _____ UTIL ENG. SMM
 PERMIT ISSUED
 DATE _____

6/19/2023 SMM
 THE CITY OF
Fargo
 FAR MORE

52nd Ave Joint relocation

5/22/2023 6:38 AM

1:2.257

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

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

11

Improvement District No.: BR-23-F1 Type: Lumen Vault Modifications Cost Share

Location: NP Avenue, 10th Street - Broadway Date of Hearing: 6/30/2023

<u>Routing</u>	<u>Date</u>
City Commission	7/10/2023
PWPEC File	X
Project File	Rick Larson

The Committee reviewed the accompanying correspondence from Project Manager, Rick Larson, regarding the relocation and modification of an existing concrete utility vault belonging to Lumen Communications that is located in the proposed curb and gutter.

In order to construct the new roadway, this Lumen vault needs to have the top lowered about 1' to accommodate the new street section. The access to this vault will also be relocated so that it is behind the curb line. Lumen has estimated that it will take 3 to 4 months to get this work on their schedule and completed.

After discussion with Lumen, and in an effort to keep the BR-23-F1 project on schedule, the City reached out to a local Contractor to get a price quote. Key Contracting submitted a quote of \$30,000 for the work. Engineering is proposing a 50/50 split in cost with Lumen in order to avoid a potential multi month delay in the area around this vault.

On a motion by Steve Dirksen, seconded by Bruce Grubb, the Committee voted to recommend approval of the cost share in the amount of \$15,000 (COF share) for the modifications to the Lumen vault for Improvement District No. BR-23-F1.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve a cost share in the amount of \$15,000 (COF share) for the modifications to the Lumen vault for Improvement District No. BR-23-F1.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: State (Prairie Dog) & Special Assessments

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

COMMITTEE

	<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"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Michael Redlinger, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
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"/>	
Susan Thompson, Interim Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

B. E. D.
Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Rick Larson, Project Manager
Date: June 26, 2023
Re: Improvement District No. BR-23-F1 - Lumen Vault Modifications on N.P. Avenue and 8th Street

Background:

As part of the N.P. Avenue project, (BR-23-F1), Lumen Communications (formerly CenturyLink) has an existing concrete utility vault that is currently located in the proposed curb and gutter. In order to construct the new roadway, this Lumen vault needs to have the top removed with about 1' of the wall, so a new top can be re-poured at a lower elevation that will accommodate the new street section. The new opening to this vault will also be relocated so that it is behind the curb line.

Lumen has estimated that it will take 3 to 4 months to get this work on their schedule and completed. In an effort to keep the BR-23-F1 project on schedule, or at least minimize delays, the City reached out to a local Contractor to get a price quote for this work. Key Contracting sent us a price quote of \$30,000.00 to perform the work on Lumen's vault. Engineering is proposing to split this cost with Lumen in order to avoid a potential multi month delay in the area around this vault.

Attached you will find the price quote for this work from Key Contracting. Engineering is proposing a 50/50 split in this cost between the City of Fargo and Lumen, the City's cost would be \$15,000.00.

Recommended Motion:

Authorize the Engineering Department to accept \$15,000.00 of the cost to lower the Lumen utility vault on Northern Pacific Avenue North. The cost of this work would be charged to Improvement District No. BR-23-F1.

Attachment
RJL/klb

C: Tom Knakmuhs, Assistant City Engineer

Key Contracting, Inc.

245 7th Avenue NE
 West Fargo, North Dakota 58078
 Phone: (701) 238-8192
 Fax: (701) 356-0166
 Internet: keycontracting.com



Proposal and Acceptance

Submitted To: City of Fargo
 Attention: Rick Larson
 Date: 6/23/2023
 Project: Demo, Set and Pour New Vault Lid
 Location: NP and 8th Street
 Total Price: **\$30,000.00**

Key Contracting, Inc., hereby submits an estimate for all labor and materials for:

Description	Measure	Quantity	Unit Price	Amount
Mobilization	LS	1	\$ 4,300.00	\$ 4,300.00
Sawing and Demo	LS	1	\$ 13,500.00	\$ 13,500.00
Engineered Drawings for Lid	LS	1	\$ 3,850.00	\$ 3,850.00
Set and Pour New Lid	LS	1	\$ 8,350.00	\$ 8,350.00
				\$ 30,000.00

All materials are guaranteed as specified. All items are tied.
 All work shall be completed in a workman like manner and according to standard practice.
 Any alteration or deviation from the specifications shall be upon written change orders only.
 This proposal shall be deemed to be withdrawn unless accepted in writing within **30 days**.

Dated as noted above.

Accepted on: _____

Steve Carr

Key Contracting, Inc.
 Contact: Steve Carr
 Cell (701) 371-1284

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

12

Improvement District No. BN-23-A2 Type: Utility Relocation Agreement

Location: 52nd Ave S, 63rd St - Sheyenne Street Date of Hearing: 6/30/2023

<u>Routing</u>	<u>Date</u>
City Commission	7/10/2023
PWPEC File	X
Project File	Eric Hodgson

The Committee reviewed the accompanying correspondence from Project Manager, Eric Hodgson, regarding a Utility Relocation Agreement and the forthcoming associated Easement Agreement with Minnkota for Improvement District No. BN-23-A2.

Minnkota overhead power lines need to be relocated as they are in conflict with 52nd Avenue bridge construction. The Minnkota lines are currently located within their own easement, on the north side of 52nd Avenue South. The estimated cost of this work is \$132,000. Minnkota will be reimbursed for their actual expenses.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of the Utility Relocation Agreement and the forthcoming associated Easement Agreement with Minnkota for Improvement District No. BN-23-A2.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the Utility Relocation Agreement and the forthcoming associated Easement Agreement with Minnkota for Improvement District No. BN-23-A2.

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		N/A
Agreement for payment of specials required of developer		N/A
Letter of Credit required (per policy approved 5-28-13)		N/A

COMMITTEE

	<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"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Michael Redlinger, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
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"/>	
Susan Thompson, Interim Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Eric Hodgson, Civil Engineer II
Date: June 30th, 2023
Re: Improvement District No. BN-23-A2 - Minnkota Utility Relocation Agreement
52nd Avenue South from 63rd Street to Sheyenne Street Reconstruction

Background:

Minnkota overhead power lines need to be relocated as they are in conflict with 52nd Avenue bridge construction. The Minnkota lines are currently located within their own easement, on the north side of 52nd Avenue. It has been customary in the past to write up an agreement with Minnkota to address these types of situations when encountered. The agreement has been reviewed by our legal team.

Recommended Motion:

Approve the Utility Relocation Agreement with Minnkota for Improvement District No. BN-23-A2. Estimated Cost of this work is \$132,000. Minnkota will be reimbursed for their actual expenses as spelled out in the Agreement.

EBH/klb

Attachments:
Minnkota Service Agreement with Exhibit

Minnkota Power Cooperative, Inc.
SERVICE AGREEMENT

This Agreement, made by and between **The City of Fargo**, organized and existing under the laws of the state North Dakota, whose post office address is **225 4th Street North, Fargo, ND 58102**, hereinafter called the "Requesting Party," as First Party, and Minnkota Power Cooperative, Inc., whose address is 5301 32nd Avenue South, Grand Forks, North Dakota 58201, hereinafter called "Minnkota," as Second Party, witnesseth:

THAT WHEREAS, Minnkota owns certain facilities and structures, used in connection with its generation and transmission network;

AND WHEREAS, Requesting Party has requested of Minnkota that the following changes and/or alterations (the "Work") be made in connection with such facilities, to-wit:

- 1. Raise, move, and/or replace structures, conductors, and shield wire at structures 70, 71, 72, 73, 74, and 75 along 52nd Ave on either side of the proposed bridge crossing the Sheyenne River. (See Exhibit A)**

AND WHEREAS, Minnkota has heretofore furnished to Requesting Party an estimate of the costs of the Work, in the amount of \$132,000, it being understood that the estimate is not firm in its price, but is to be used only for reference purposes, and that Requesting Party will be obligated to pay to Minnkota the actual costs in addition to all applicable Minnkota overhead costs incurred in performing the Work, as described below;

NOW, THEREFORE, the Parties agree as follows, to-wit:

1. Minnkota personnel will do the Work on behalf of the Requesting Party, pursuant to this agreement.
2. The Requesting Party agrees to pay to Minnkota the actual costs and expenses incurred in performing the Work. Requesting Party shall be responsible for the costs associated with any survey work to determine the right-of-way or obtain easements. To the extent Minnkota incurs any costs of obtaining the right-of-way or easements, then Requesting Party shall reimburse Minnkota for those costs.

3. Payment to Minnkota may be required during the performance of the Work as well as after completion of the Work. All payments shall be due within 30 days after receipt of an invoice for the costs and expenses incurred. In addition, Minnkota may, in its discretion, require advance payment prior to commencing the Work or prior to engaging any third-party contractor(s) or supplier(s).
4. The Requesting Party specifically acknowledges and understands that the receipt of the estimate of the costs of work to be done is only an estimate. Due to the uncertain nature of site conditions, material and/or labor shortages, and other factors, the actual costs for completing the Work could be greater or less but will, in either case, be paid to Minnkota.
5. In the event that the Requesting Party should decide not to proceed with the Work, the Requesting Party may serve formal notice of cancellation upon Minnkota and shall also reimburse Minnkota for any costs and expense incurred under the terms of this Agreement up to the time that the notice of cancellation is acknowledged in writing by Minnkota which shall be done as soon as reasonably possible after its receipt by Minnkota.
6. Prior to the Work being performed, in the absence of dedicated right-of-way, the Requesting Party will establish a new easement through the project corridor where necessary. The Requesting Party or its contractors shall, at a minimum:
 - a. Ensure that any affected landowners are properly identified,
 - b. Negotiate, obtain, and record executed easements with each affected landowner,
 - c. Conduct certified survey work, in accordance with the Manual of Surveying Instruction, to establish legal descriptions for the centerline of Minnkota's new transmission route necessary for completion of the Work to a width of 80 feet as well as pole locations for new route to establish beginning and end points,
 - d. Create appropriate exhibits containing accurate legal descriptions for each affected landowner and encumbered parcel,
 - e. Pay for all necessary recording fees, with the County Recorder's Office, and
 - f. Prior to commencement of the Work, conduct appropriate vegetation management including trimming of all trees to the ground within the proposed 80-foot project width.

7. Under no circumstances, except Minnkota's gross negligence or intentional misconduct, will Minnkota be responsible for delays in the performance of the Work including but not limited to the added delay resulting from a condemnation action should that become necessary to complete the Work.
8. Requesting Party shall have the right to audit the Minnkota records directly relating to the Work to determine that the costs and charges made in doing the work are actual expenses and charges of Minnkota.
9. Except for gross negligence and intentional misconduct, the Requesting Party agrees, to the extent permitted by law, to hold Minnkota harmless for any costs, expenses and liability incurred while doing the Work for any reason whatsoever.

IN WITNESS WHEREOF, the Parties have set their hands and seals.

Dated this 26 day of JUNE, 2023.

Minnkota Power Cooperative, Inc,
a Minnesota Corporation



By: WAYNE LEMBKE

Its: ENGINEERING MANAGER

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF GRAND FORKS)

On this 26th day of June, 2023, before me, a notary public in and for said county and state, personally appeared Wayne Lembke, to me known to be the persons described in and that executed the within and foregoing instrument.

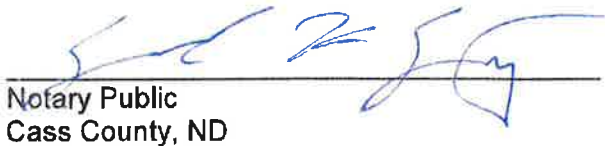

Notary Public
Cass County, ND

Exhibit A



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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

13

Type: Encroachment Agreement

Location: 2600 3rd Avenue North

Date of Hearing: 6/30/2023

<u>Routing</u>	<u>Date</u>
City Commission	7/10/2023
PWPEC File	X
Project File	Kristy Schmidt

The Committee reviewed a communication from Civil Engineer II, Kristy Schmidt, regarding an Encroachment Agreement at 2600 3rd Avenue North.

Tyke Properties recently purchased property at 2600 3rd Avenue North and is requesting an Encroachment Agreement for the existing paved surface in the ROW. This existing paved area shown (see attachment) in the ROW is being used as parking. The Owner is asking to waive the annual fee.

Planning is also discussing the possibility of vacating 10' of ROW. The 2600 block of 3rd Avenue North is unusually wide at 100'. If a vacation of the right of way is finalized, this Encroachment Agreement will be terminated. Engineering proposes to waive the annual fee for the Encroachment Agreement anticipating a possible vacation of ROW.

Staff is recommending formalizing the existing encroachment with an Encroachment Agreement with the following stipulations:

- Hold the City harmless against any and all expenses, demands, claims or losses sustained by the City by use of the public right of way by the Encroacher.
- Will be responsible for paying all costs above and beyond those the City would have incurred to return the area to a vegetated surface in association with future improvement districts.
- Agreement expires upon sale or transfer of the property.
- Pay \$500 processing fee.

On a motion by Tim Mahoney, seconded by Steve Sprague, the Committee voted to recommend approval of the Encroachment Agreement at 2600 3rd Avenue North with Tyke Properties and waive the annual fee.

RECOMMENDED MOTION

Approve the Encroachment Agreement at 2600 3rd Avenue North with Tyke Properties and waive the annual fee.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____ N/A _____

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

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

COMMITTEE

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

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
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ATTEST:

C: Kirstie Olson

B. E. D.
Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Kristy Schmidt, CE II
Date: June 26, 2023
Re: Encroachment Agreement – 2600 3rd Avenue North - Paved Boulevard

Background:

Tyke Properties recently purchased property at 2600 3rd Avenue North and is requesting an Encroachment Agreement for the existing paved surface in the ROW. A draft of the Encroachment Agreement is attached. This existing paved area shown (see attachment) in the ROW is being used as parking. The owner is asking to waive the annual fee.

Planning is also discussing the possibility of vacating 10' of ROW. The 2600 block of 3rd Avenue North is unusually wide at 100'. If a vacation of the right of way is finalized, this Encroachment Agreement will be terminated. Engineering proposes to waive the annual fee for the Encroachment Agreement anticipating a possible vacation of ROW.

Staff is recommending formalizing the existing encroachment with an Encroachment Agreement with the following stipulation:

- Hold the City harmless against any and all expenses, demands, claims or losses sustained by the City by use of the public right of way by the Encroacher.
- Will be responsible for paying all costs above and beyond those the City would have incurred to return the area to a vegetated surface in association with future improvement districts.
- Agreement expires upon sale or transfer of the property.
- Pay \$500 processing fee.

Recommended Motion:

Approve the Encroachment Agreement at 2600 3rd Avenue North with Tyke Properties.

KLB/klb
Attachments

C: Kevin Bartram

ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between **TYKE Properties, LLC**, a North Dakota limited liability company (“TYKE Properties” or “Owner”) and the **CITY OF FARGO**, a North Dakota municipal corporation, (hereinafter referred to as “City”),

WITNESSETH:

WHEREAS, TYKE Properties desires to encroach on a portion of City public right of way (“PROW”) (the Encroachment Area is more fully described below) to maintain a paved parking surface; and,

WHEREAS, the purpose of this encroachment agreement is to detail the parties’ responsibilities with respect to the paved parking surface in the PROW; and,

WHEREAS, TYKE Properties has requested permission to continue to encroach on the PROW; and,

WHEREAS, TYKE Properties has agreed to execute this encroachment agreement (“Agreement”) required by City to permit private facilities to encroach on the PROW.

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, it is hereby agreed by and between the parties hereto as follows:

1. TYKE Properties owns all right title and interest in the property legally described as follows:

All of Lots Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven, Twelve, Thirteen and Fourteen, in Teigen's Second Subdivision, in the Southeast Quarter of Section Two, Township One Hundred Thirty-nine North of Range Forty-nine West of the Fifth Principal Meridian, situate in the City of Fargo, the County of Cass and the State of North Dakota, EXCEPTING THEREFROM that part of Lots Three and Nine described as follows: Commencing at the Northwest corner of Lot One, Teigen's Second Subdivision to the City of Fargo; thence East and parallel to the South line of 3rd Avenue North for 201 feet; thence South and parallel to the West line of 25th Street North for 293 feet; thence West and parallel to the said South line of 3rd Avenue North for 34.8 feet; thence Northwesterly parallel to the East line of 27th Street North for 297.7 feet; thence North and parallel to the West line of 25th Street North for 50 feet to the point of beginning; AND EXCEPTING THEREFROM that part of Lots Ten, Eleven, Twelve, Thirteen and Fourteen and that part of the proposing Industrial Spur Track depicted on said Sub-Division Plat and situated between said Lots Ten and Eleven, all being more particularly described as follows: Commencing at the Northeast corner of Lot Seven, said Teigen's Second Subdivision; thence South $03^{\circ}55'46''$ East (assumed bearing), along the Easterly line of Lots Seven, Eight and Fourteen, for a distance of 355.61 feet to the true point of beginning; thence continue South $03^{\circ}55'46''$ East, along the Easterly line of said Lot Fourteen, for a distance of 169.94 feet to the Southeast corner of said Lot Fourteen; thence North $87^{\circ}21'13''$ West, along the Southerly line of said Lots Fourteen, Thirteen, Twelve, Eleven and Ten, for a distance of 382.10 feet to the Southwest corner of said Lot Ten; thence North $04^{\circ}17'22''$ West, along the Westerly line of said Lot Ten, for a distance of 90.44 feet to an angle point on the Westerly line of said Lot Ten; thence North $37^{\circ}56'41''$ West, along the Westerly line of said Lot Ten, for a distance of 54.87 feet; thence North $87^{\circ}25'38''$ East for a distance of 410.97 feet to the true point of beginning.

The legal description was obtained from a previously recorded instrument.

("Property").

2. TYKE Properties will be permitted to leave in place the existing paved parking surface on a portion of the PROW adjacent to the Property, such property legally described as follows:

A portion of right-of-way originally dedicated as Third Avenue North lying northerly of Lots 3 through 7, Teigen's Second Addition to the City of Fargo on file as document G-22 at the Cass County Recorder's Office, bounded on the east by the northerly extension of the east line of Lot 7, bounded on the west by a line that is 419.26 feet west of the east line of Lot 7, bounded on the north by a line that is 10.00 feet northerly and parallel to the north line of said Lots 3 through 7, bounded on the south by the north line of said Lots 3 through 7, all in the City of Fargo, Cass County, North Dakota.

Said tract contains 4,192.6 square feet, more or less ("Encroachment Area").

3. Upon discontinuance of use of the PROW or removal of any of the paved parking surface, TYKE Properties shall restore the PROW to greenspace, including establishment of grass, at City direction.

4. The parties further understand and agree that the cost of any repairs to the PROW occasioned by the permitted encroachment shall be TYKE Properties' sole responsibility, at its sole cost.

5. In the event TYKE Properties fails to maintain the PROW to City's satisfaction, City agrees to notify TYKE Properties of the deficiencies. Except in the event of an emergency, as determined by City, TYKE Properties shall have 10 days in which to undertake the necessary repairs to paved parking surface in the PROW. Failure to complete the repairs in a timely manner shall result in City undertaking the work. The parties understand and agree that City shall assess the costs directly to the Property following the Infrastructure Funding Policy in effect at the time of repairs. City will levy special assessments against the Property to recover all costs of the Project, in accordance with North Dakota Century Code Chapter 40-22. Owner waives its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to North Dakota Century Code § 40-22-17, and specifically consents to the construction of the improvements and to the assessment of all costs thereof to the Property. Owner further waives its right to protest the amount, benefit or any other assessment attribute related to the work completed by City. Project costs,

which may be assessed against the Owner's Property, include all costs of completing the project, including engineering, fiscal agent's and attorney fees, and all other costs authorized by law.

6. To the fullest extent permitted by law, TYKE Properties agrees to further hold the City harmless against any and all expenses, demands, claims or suits for damages or injury of any kind that may be brought against the City, its officers, agents and employees, its property, streets, sidewalks, and any other municipal improvements arising from Owner's use of the PROW. TYKE Properties further agrees to pay any and all costs the City incurs to enforce this indemnity provision, including attorney's fees. TYKE Properties also agrees to secure General Liability Insurance naming the City as an additional insured in an amount not less than \$1,000,000 and shall present the certificate of insurance to the City indicating acceptance by its insurer of its obligation to defend and hold the City harmless.

7. This Agreement is personal to TYKE Properties and shall terminate upon sale, transfer or assignment of the Property. Subsequent owners may request permission to encroach, and enter into a separate agreement with City, which shall not be unreasonably withheld by City. The non-transferability of this Agreement is partly intended to assure the existence of the necessary insurance to defend and hold the City harmless by the responsible party.

8. It is specifically understood and agreed that in the event City reconstructs or repairs the roadway in the future above or underground infrastructure adjacent to the Property, City may require removal of the paved parking surface from the PROW. The parties understand and agree that City shall not be responsible for repair or replacement of the paved parking surface in the Encroachment Area; City shall neither repair or replace the paved parking surface nor be responsible for any costs occasioned by the City work in the vicinity of the Encroachment Area.

9. It is further understood and agreed that within ninety (90) days' written notice from City, TYKE Properties shall remove the paved parking surface from the PROW as directed by City, allowing the City to re-take and to use the PROW. The City's request to remove, relocate, or restore the paved parking surface will be in the City's sole discretion, but shall not be arbitrary or without good reason. This Agreement does not provide for TYKE Properties' use of the PROW for a guaranteed minimum duration.

10. It is specifically agreed between the parties that a copy of this Agreement may be recorded.

11. In the event TYKE Properties redevelops any portion of these lots, TYKE Properties understands and agrees that this Agreement shall terminate, and that TYKE Properties shall be required to remove the paved parking surface and comply with Fargo Municipal Code Ch. 20. TYKE Properties shall restore this portion of the PROW to greenspace, including establishment of grass, at City direction.

12. It is understood and agreed by and between the parties that this Agreement and permission to encroach is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist, provided City acknowledges that it is not aware of any current such limitations.

13. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.

14. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not

be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City to enforce each and every term of this Agreement.

15. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.

16. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.

17. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

18. TYKE Properties agrees to pay City a \$500 processing fee.

19. **EFFECTIVE DATE.** This Agreement shall be effective as of the date and year last signed by the parties below, as reflected by the date of acknowledgement thereof.

(Signatures on following pages)

Dated this 5th day of July, 2023

TYKE Properties, LLC

By: [Signature]
Its: OWNER

STATE OF NORTH DAKOTA)

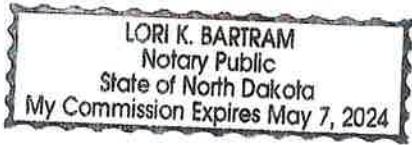
) ss

COUNTY OF CASS)

On this 5th day of July, 2023, before me, a notary public in and for said county and state, personally appeared Tyler Blaine, to me known to be the owner of TYKE Properties, LLC, a North Dakota limited liability company, the entity described in and who executed the within and foregoing instrument and acknowledged to me that said entity executed the same.

[Signature: Lori K. Bartram]
Notary Public
Cass County, North Dakota
My Commission expires: _____

(SEAL)





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.

2600 3rd Ave N

1:2,257

6/26/2023 9:09 AM

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



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

14

Improvement District No. BR-22-A2 Type: Incentive Modification
Location: 32nd Ave S – 22nd St to 32nd St Date of Hearing: 6/30/2023

Routing Date
City Commission 7/10/2023
PWPEC File X
Project File Eric Hodgson

The committee reviewed communication from Civil Engineer, Eric Hodgson, regarding a modification of the incentive language for Phase 2.

During Phase 2 Construction, the Contractor ran into an unknown utility conflict between the existing 60-inch storm sewer and an existing 24-inch sanitary sewer crossing. The proposed storm sewer improvements consist of adding a 72-inch storm sewer pipe parallel to the 60-inch pipe. Due to the unknown conflict, the new 72-inch storm sewer pipe would have been in direct conflict with the existing sanitary sewer pipe. The Contractor, Dakota Underground, has been working diligently with Engineering staff to both resolve the current conflict and complete the work in Phases 1 and 2 so that they may open up to traffic as early as possible. To resolve this conflict, Dakota Underground had to order an additional 108-inch storm sewer manhole to install the new storm sewer pipe over this conflict through the intersection of 25th Street South. They will be employing a fix to properly seal up the area between the existing 60-inch storm sewer and sanitary sewer pipe, which will allow the storm sewer system to continue to operate as it does today. Phase 2 has a 45-day completion timeline with an incentive of \$5,000 per day (up to 10 days) for early completion. The above referenced conflict has extended their anticipated construction schedule. Dakota Underground is proposing that the earliest date for incentive be changed so that the max incentive for Phase 2 may be obtained for completing Phase 2 "five" days prior to the 45 calendar day time limit.

After evaluating their request, we believe that to order and install the new manhole and make the modifications cost the Contract two (2) additional days to complete this work. There were other underground operations that were able to commence while these changes were being made and the repair can be accomplished under traffic at a time after the intersection is fully opened. Since the 2 days fell on a Sunday, the Committee approved 3 days.

On a motion by Tim Mahoney, seconded by Ben Dow, the Committee voted to recommend modification of full incentive language, which would extend Phase 2 to 48-calendar days. The Contractor will be able to receive full incentive for Phase 2 construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the modification of full incentive language for Phase 2 construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Federal Funds, Utility Funds, 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

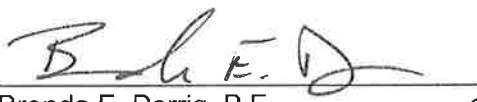
PWPEC ROA
ID BR-22-A2 Incentive Modification Request
6/30/2023 -- Page 2

COMMITTEE

Tim Mahoney, Mayor
Nicole Crutchfield, Director of Planning
Steve Dirksen, Fire Chief
Michael Redlinger, City Administrator
Ben Dow, Director of Operations
Steve Sprague, City Auditor
Brenda Derrig, City Engineer
Susan Thompson, Interim Finance Director

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
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ATTEST:


Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC

From: James Mickelson, Apex Engineering & Eric Hodgson, Civil Engineer II

Date: June 30, 2023

Re: Improvement District No. BR-22-A2 – Incentive Modification Request
32nd Avenue South (32nd Street South to 22nd Street South)

Background:

Improvement District No. BR-22-A2 is a cost participating project between the North Dakota Department of Transportation and the City of Fargo for the reconstruction of 32nd Avenue South from 22nd Street South to 32nd Street South.

The project construction was awarded to Dakota Underground as the Prime Contractor, and the project is to be built in 4 main phases with early completion incentives for each phase of construction. Phase 1 is from the west side of 22nd Street to the east side of 25th Street South, Phase 2 is the intersection of 25th Street South, Phase 3 is from the west side of 25th Street South to the east side of 28th Street South, and Phase 4 is from the east side of 28th Street South to the east side of 32nd Street South.

During Phase 2 Construction (25th Street South), the Contractor ran into an unknown utility conflict between the existing 60-inch storm sewer and an existing 24-inch sanitary sewer crossing, in which a bottom portion of the 60-inch pipe was removed so it could set right on top of a 24-inch sanitary sewer pipe. The proposed storm sewer improvements consist of adding a 72-inch storm sewer pipe parallel to the 60-inch pipe. Due to the unknown conflict with the existing storm sewer system, the new 72-inch storm sewer pipe would have been in direct conflict with the existing sanitary sewer pipe. This is a parallel storm system that is equalized approximately every block. This allowed flexibility in changing the elevation of the new 72-inch storm sewer pipe such that it was not in conflict with the existing sanitary sewer pipe. The Contractor, Dakota Underground, has been working diligently with Engineering staff to both resolve the current conflict, and complete the work in phases 1 and 2 so that they may be opened up to traffic as early as possible. To resolve this conflict, Dakota Underground had to order an additional 108-inch storm sewer manhole to install the new storm sewer pipe over this conflict through the intersection of 25th Street South, and will be employing a fix to properly seal up the area between the existing 60-inch storm sewer and sanitary sewer pipe which will allow the storm sewer system to continue to operate as it does today. Phase 2 has a 45 day completion timeline with an incentive of \$5,000 per day (up to 10 days) for early completion. The above referenced conflict has extended their anticipated construction schedule, and the Contractor believes that because of that conflict they will not be able to meet the earliest date at which they will receive full incentive that they otherwise believe they would have been able to meet. Dakota Underground is proposing that the earliest date for incentive be changed, so that the max incentive for Phase 2 may be obtained for completing Phase 2 “five” days prior to the 45 calendar day time limit.

After evaluating their request, we believe to order and install the new 108-inch manhole and make the aforementioned modifications cost the Contractor two (2) additional days to complete this work. There were other underground operations that were able to commence while these changes were being made and the repair to the existing storm sewer system can be accomplished under traffic at a time after the intersection is fully opened to live traffic.

Recommended Motion:

Modify the full incentive language in the construction documents, so that by completing Phase 2 “eight” days prior (instead of “ten” days prior) to the 45 calendar day limit, the Contractor will be able to receive full incentive for Phase 2 construction.

EBH/klb
Attachment

C: Brenda Derrig, City Engineer
Thomas Knakmuhs, Assistant City Engineer
Jeremy Gorden, Division Engineer



4001 15 Avenue N. W. • Fargo, ND 58102 • Phone (701) 282-9753 • Fax (701) 282-0016

Eric Hodgson, PE
Civil Engineer II-Transportation
City of Fargo Traffic Engineering
225 4th Street N
Fargo, ND 58102

RE: PCN 22826-32nd Avenue South-Phase 2 Early Completion Incentive Contract Change

Dear Eric Hodgson, PE:

Dakota Underground requests that the Public Works Project Evaluation Committee (PWPEC) revise the early completion incentive for Phase 2 of the project. This phase allowed for a total of 45 days to complete, with the ability to secure an early incentive up to a maximum of 10 days at \$5,000/day.

We were delayed by unforeseen existing infrastructure conflicts early in Phase 2. Also, because of our proactive approach to completing the east half of the 25th Street intersection first, we allowed traffic to flow from 25th Street to and from 32nd Avenue, east of 25th Street, much earlier. The public is now utilizing 32nd Ave on the east side of 25th Street. Had we followed the phasing sequence as per the plans, the access to 32nd Ave from 25th Street would be closed for another two (2) weeks.

We are requesting for the full incentive to be achieved if the intersection is fully open within 40 days of full closure, which means the intersection is fully open and operational by the end of the day on July 13, 2023.

Background

Phase 2 of the project includes the full reconstruction of the intersection of 32nd Avenue and 25th Street South. Phase 2 was broken up into three separate phases; Phases 2A, 2b, and 2C. Phase 2A allowed for a full 7-day closure of the intersection. Dakota Underground started this at 5:00 AM on June 4th and was open to head-to-head traffic at 5:00 AM on Sunday, June 11th. To complete this phase, a total of 2708 labor hours were spent within this 7-day window. This included a total of three (3) underground crews as well as a grading crew. This was all completed even though a delay of two days was caused at the beginning of the phase because of a conflict between an existing sanitary sewer line and storm sewer, which caused Dakota Underground to secure an additional large diameter (108") manhole from a supplier.

Once Phase 2A was completed, instead of completing the west side of the intersection as the plans called for, Dakota Underground decided to complete the east half of the intersection first, which would allow for the opportunity to open both Phase 1 and the east half of Phase 2

Eric Hodgson, PE

6/26/2023

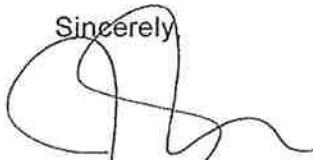
Page 2

at the same time. Phase 2B (East Half of Intersection) started on June 12th. The mainline paving was completed on June 13th. The return, which connected Phase 1 and 2B, was completed on June 14th. Phase 2B was completed on June 22nd, 2023, which was a total of 19 days from the time the intersection was shut down. Completing 2B allowed us to open Phase 1 a day later, allowing the traveling public to access 32nd Avenue east of 25th Street from 25th Street South, which wasn't part of the original plans. This greatly benefits the traveling public, local businesses, and the City of Fargo.

Conclusion

We request that the City of Fargo allow Dakota Underground to achieve full incentive on Phase 2 if completed by July 13, 2023. This request is because of the two (2) day delay at the start of Phase 2, and for the benefit of the traveling public, local businesses the City of Fargo, by allowing both Phase 1 and Phase 2B to be open simultaneously, allowing other traffic movements that weren't accounted for within the project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jared Heller', written over the word 'Sincerely,'.

Jared Heller, PE
Project Manager
Dakota Underground Company



15

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 5, 2023

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. TR-23-A1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, July 5, 2023, for Street Light and Traffic Signal Maintenance, Project No. TR-23-A1, located at various locations.

The bids were as follows:

Fargo Electric Const Inc	\$874,351.50
Strata Corporation	\$987,196.50
Parsons Electric	\$998,373.15
Engineers Estimate	\$600,189.50

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Fargo Electric Const Inc. in the amount of \$874,351.50 as the lowest and best bid.

Sincerely,

Brenda Derrig, PE
City Engineer



Engineer's Statement Of Cost
Project # TR-23-A1
Street Light And Traffic Signal Maintenance

Various Locations

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Brenda Derrig, do hereby certify as follows:

That I am the City Engineer for the City of Fargo, North Dakota;

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

Street Light and Traffic Signal Maintenance Project # TR-23-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Site 14- 10th St Street Light Foundations					
1	Remove Base	EA	2.00	1,000.00	2,000.00
2	F&I Base 6' Deep Reinf Conc	EA	2.00	2,000.00	4,000.00
3	F&I Conductor #6 USE Cu	LF	500.00	3.00	1,500.00
Site 14- 10th St Street Light Foundations Total					7,500.00
Driver Feed Back 64th Ave					
4	F&I Elec Sign Driver Feedback 120V	EA	2.00	17,000.00	34,000.00
Driver Feed Back 64th Ave Total					34,000.00
Site 20- Rose Coulee Bore					
5	F&I Conduit 2" Dia	LF	650.00	15.00	9,750.00
Site 20- Rose Coulee Bore Total					9,750.00
Traffic Signals					
6	Rem & Repl T-Base Type IV	EA	24.00	9,200.00	220,800.00
7	Paint Signal Standard	EA	24.00	2,100.00	50,400.00
8	Sandblast Signal Standard	EA	24.00	1,100.00	26,400.00
9	Modify Traffic Signal System	LS	1.00	4,500.00	4,500.00
10	F&I Signal Cable AWG 14/2	LF	136.00	4.00	544.00
11	F&I Signal Cable AWG 14/7	LF	200.00	6.00	1,200.00
12	F&I Signal Cable Loop Lead-in	LF	415.00	2.50	1,037.50
13	F&I Detection Sawed-In Loop	EA	5.00	4,000.00	20,000.00
14	F&I Head 5 Sect Cluster w/12" LED MA Mtd	EA	2.00	4,000.00	8,000.00
15	F&I Bollards	EA	44.00	2,275.00	100,100.00
Traffic Signals Total					432,981.50

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Site 15- Broadway and 2nd Black Box Removal					
16	Remove Miscellaneous Electrical	LS	1.00	5,000.00	5,000.00
Site 15- Broadway and 2nd Black Box Removal Total					5,000.00
West Gate Rehab					
17	Remove Feed Point	EA	9.00	1,000.00	9,000.00
18	Remove Base	EA	11.00	1,000.00	11,000.00
19	Repair Street Light Miscellaneous	EA	68.00	1,050.00	71,400.00
20	F&I Feed Point	EA	1.00	20,500.00	20,500.00
21	F&I Pull Box	EA	1.00	2,200.00	2,200.00
22	F&I Street Light Foundation	EA	11.00	1,500.00	16,500.00
23	F&I Innerduct 1.5" Dia	LF	3,465.00	9.00	31,185.00
24	F&I Conductor #6 USE Cu	LF	10,755.00	2.00	21,510.00
West Gate Rehab Total					183,295.00
Arrowhead Rehab					
25	Remove Feed Point	EA	1.00	1,000.00	1,000.00
26	Remove Base	EA	2.00	1,000.00	2,000.00
27	Repair Street Light Miscellaneous	EA	11.00	1,050.00	11,550.00
28	F&I Street Light Foundation	EA	2.00	1,500.00	3,000.00
29	F&I Conductor #6 USE Cu	LF	630.00	3.00	1,890.00
Arrowhead Rehab Total					19,440.00
Univ Dr Street Lighting Addition					
30	F&I Street Light Foundation	EA	9.00	1,500.00	13,500.00
31	F&I Innerduct 1.5" Dia	LF	2,250.00	9.00	20,250.00
32	F&I Conductor #6 USE Cu	LF	6,840.00	2.00	13,680.00
33	F&I Luminaire Type A	EA	9.00	1,400.00	12,600.00
34	F&I Light Standard Type A	EA	9.00	5,500.00	49,500.00
Univ Dr Street Lighting Addition Total					109,530.00
Misc Street Light Repair Sites					
35	Remove Base	EA	9.00	1,000.00	9,000.00
36	Relocate Street Light	EA	6.00	1,000.00	6,000.00
37	F&I Street Light Foundation	EA	9.00	1,500.00	13,500.00
38	F&I Innerduct 1.5" Dia	LF	870.00	9.00	7,830.00
39	F&I Conductor #6 USE Cu	LF	3,500.00	2.00	7,000.00
Misc Street Light Repair Sites Total					43,330.00
Site 11 - Univ and 17th Signal Foundation					

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
40	Remove Foundation Type IV/Combo	EA	1.00	10,000.00	10,000.00
41	Relocate Signal Standard Type IV/Combo	EA	1.00	10,000.00	10,000.00
Site 11 - Univ and 17th Signal Foundation Total					20,000.00
Site 13- 10th St N - School Flasher					
42	Remove Foundation Type V	EA	1.00	1,400.00	1,400.00
43	Relocate Signal Standard Type V	EA	1.00	5,000.00	5,000.00
44	F&I Foundation Type V	EA	1.00	2,000.00	2,000.00
45	F&I Conductor #4 USE Cu	LF	225.00	5.00	1,125.00
Site 13- 10th St N - School Flasher Total					9,525.00
Total Construction in \$					874,351.50

Engineering	10.00%	87,435.15
Admin	4.00%	34,974.06
Legal	3.00%	26,230.55
Interest	4.00%	34,974.06
Contingency	5.00%	43,717.58
Total Estimated Costs		1,101,682.90
Utility Funds - Street Lights - 528		1,101,682.90
Unfunded Costs		0.00

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

Date: 07/05/2023



Brenda Derrig
City Engineer



CITY OF
Fargo Fire Department

116

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: JULY 6, 2023

SUBJECT: CONTRACT FOR SPECIAL INSPECTIONS FIRE STATION 8

Construction for fire station 8 has begun. One item that was not included in the bid package for the station was an independent special inspection contract. Several special inspections will be conducted throughout the construction process.

Two firms submitted bids for these services. American Engineering Testing submitted a bid of \$22,220 and Braun Intertec submitted a bid of \$41,580.50.

RECOMMENDED MOTION:

To award a special inspection contract to American Engineering Testing for the construction of Fire Station 8 to American Engineering Testing in the amount \$22,220.

Attachment: Certified Bid Tab and Contract



Cost Proposal
Fire Station #8
Fargo, North Dakota

Date:
May 10, 2023

Geotechnical • Materials
Forensic • Environmental
Building Technology
Petrography/Chemistry

American Engineering Testing
3522 4th Ave S
Fargo, ND 58103
TeamAET.com • 701-232-1822



May 10, 2023

City of Fargo Fire Department
637 NP Ave
Fargo, ND 58102

ATTN: Client

Subject: Fee Proposal – Construction Material Testing Services
Fire Station #8
Fargo, ND

Greetings,

American Engineering Testing (AET) is pleased to submit this proposal and preliminary fee estimate to provide construction material testing services for the Fire Station #8 in Fargo, ND. Our proposal is based on the digital plans, specifications, and addenda provided by EAPC. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, and the fee estimate for our services.

PROJECT INFORMATION

We understand the project, located in Fargo, ND, consists of new building construction, site utilities, and parking lot paving.

We have not received a copy of the construction schedule and have had to make some assumptions as to the anticipated number of visits, duration of each visit, and the anticipated amount of testing. We believe these assumptions are consistent with current construction practices and the project goals. We will coordinate our services with your project representative to provide an efficient application of our services while meeting the requirements of the project plans and specifications.

SCOPE OF SERVICES

AET's Project Manager, Luke Otto, will provide supervision and technical oversight of our services. Mr. Otto is responsible to interact with your designated project representative to coordinate our field observation and laboratory testing services. Staff assignment will be dependent on the nature of the testing required.

Scope of Work

We understand activities on this project will require general construction material testing as well as special inspection services as define within the most recent IBC. We present below a generalized "scope of services" associated with our involvement on this project.

3522 4th Ave S | Fargo, ND 58103

Phone Office: 701-232-1822 | teamAET.com | AA/EEO

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Cost Proposal – CMT Services
Fire Station #8, Fargo, ND
5/10/2023



- Perform engineering observations of excavations for project foundations and execute quality assurance services for evaluation of native soils and engineering fill used in support of project structural elements.
- Perform quality control services associated with construction of project foundations and structural steel erections. Such services may include observation to document completed work conforms to appropriate criteria.
- Additional services for non-structural items may include testing of at-grade and exterior concrete, testing of soils placed as backfill and, upon authorization, observation and testing of any exterior pavements.

Of note, this estimate does not include special inspection services related to wood construction or light-gauge metal construction.

Technical Management & Reports

Our Project Manager reviews the daily field reports generated by our field staff during construction. Items found in non-compliance with the project requirements are brought to the immediate attention of the construction superintendent for correction.

We have assumed that our standard invoicing format issued on a monthly basis with no supporting documentation will be acceptable for this project. If supporting documentation or specialized invoicing is required, additional administrative time may be required to accommodate your request.

ESTIMATED FEES

Our services will be provided on a unit cost basis according to the unit rates provided in the attached AET Fee Estimate tabulation. These rates will remain in effect through the duration of the project. Overtime for our field staff will incur a surcharge to our standard rate for time in excess of 8 hours for one day (Monday through Friday), non-standard business hours (before 8:00 AM or after 5:00 PM), and all hours on weekends and holidays. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have also estimated a total cost we anticipate will be required to complete the previously described observations and testing services. This estimated total cost is based on our experience with similar projects and construction schedule.

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as construction change orders, weather delays, changes in the contractor's schedule, unforeseen conditions or retesting of services. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. We will not, however, exceed the estimated total cost for the project without first obtaining your authorization.

Cost Proposal – CMT Services
Fire Station #8, Fargo, ND
5/10/2023



TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Construction Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers, and third-party beneficiaries. Please be advised that additional insured status is granted only upon written acceptance of the proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions: 1) issuing an authorizing purchase order for any of the Services described in this proposal, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

GENERAL REMARKS

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need additional information, please contact us.

Sincerely,
American Engineering Testing, Inc.

Luke Otto, EIT
Engineer II

Nick Berglund, PE
Fargo Manager

AUTHORIZATION TO PROCEED:

Company: _____

Signature: _____

Printed Name: _____

Date: _____

- Attachments: AET Fee Estimate
- Construction Service Agreement – Terms and Conditions
- Certificate of Insurance
- W9

PROJECT TESTING SERVICES FEE SCHEDULE
 Fire Station #8
 Fargo, ND
 AET PROPOSAL No. P-0022971



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<i>Excavation Observations & Compaction Testing</i>			
Excavation Observations - Engineer I for observations of excavations, consultation and reporting (assumes # trips to the jobsite).	4 hours	\$160.00	\$640.00
Soil Density Testing - Technician I for soil compaction testing and reporting (assumes # trips to the jobsite).	12 hours	\$90.00	\$1,080.00
Trip Charge to the jobsite.	12 trips	\$40.00	\$480.00
Nuclear Density Test	48 tests	\$35.00	\$1,680.00
ASTM D698 Standard Proctor	4 tests	\$170.00	\$680.00
ASTM C136 Sieve Analysis of Aggregate (Coarse and Fine)	1 tests	\$125.00	\$125.00
Section Subtotal:			\$4,685.00
<i>Subgrade/Base Proof Roll Observations & Testing</i>			
Subgrade/Base Testing - Technician I for soil compaction testing (assumes # trips to the jobsite).	8 hours	\$90.00	\$720.00
Trip charge to the jobsite.	8 trips	\$40.00	\$320.00
Nuclear Density Test	24 tests	\$35.00	\$840.00
ASTM D698 Standard Proctor	3 tests	\$170.00	\$510.00
ASTM C136 Sieve Analysis of Aggregate (Coarse and Fine)	1 tests	\$125.00	\$125.00
Section Subtotal:			\$2,515.00
<i>Reinforcing Steel Observations & Concrete Testing</i>			
Concrete Testing - Technician I for testing of concrete only - NO OBSERVATIONS OF REINFORCING STEEL (assumes # trips to the jobsite).	32 hours	\$90.00	\$2,880.00
Reinforcing Steel Observations - Technician II for observations of reinforcing steel (assumes # trips to the jobsite).	6 hours	\$100.00	\$600.00
Trip Charge to the jobsite.	32 trips	\$40.00	\$1,280.00
ASTM C39 Concrete Compressive Strength - Curing, handling and testing of 4" x 8" concrete test cylinders (includes handling of non-tested cylinders).	125 cyls.	\$28.00	\$3,500.00
Section Subtotal:			\$8,260.00
<i>Masonry Observations & Testing</i>			
Masonry & Grout Testing - Technician II for observations of masonry construction, sampling of mortar and grout, consultation and report preparation (assumes # trips to the jobsite).	8 hours	\$100.00	\$800.00
Trip Charge to the jobsite.	4 trips	\$40.00	\$160.00
ASTM C1019 Sampling and Testing Grout - Curing, handling and compressive strength testing of masonry grout test "prism" specimens (includes handling of non-tested specimens).	8 tests	\$55.00	\$440.00
ASTM C109 Mortar Cube Compression Strength - Curing, handling and compressive strength testing of 2" x 4" mortar test cylinders or 2" cubes (includes handling of non-tested specimens).	18 tests	\$30.00	\$540.00
ASTM C90 Compressive Strength of Loadbearing Concrete Masonry Units	1 sets	\$330.00	\$330.00
Section Subtotal:			\$2,270.00
<i>Non-Destructive Testing (NDT) Observations</i>			
Structural Steel Observations - Technician II for observations of field welded and bolted connections, consultation and report preparation (assumes # trips to the jobsite).	12 hours	\$100.00	\$1,200.00
Trip Charge to the jobsite.	6 trips	\$40.00	\$240.00
Section Subtotal:			\$1,440.00

PROJECT TESTING SERVICES FEE SCHEDULE
 Fire Station #8
 Fargo, ND
 AET PROPOSAL No. P-0022971



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<i>Firestop Material Observations</i>			
Firestop Observations - Senior Technician for observations, consultation and report preparation (assumes # trips to the jobsite). Trip Charge to the jobsite.	6 hours	\$110.00	\$660.00
	trips	\$40.00	\$120.00
	Section Subtotal:		\$780.00
<i>Project Management & Coordination</i>			
Project Management - Engineer I/Project Manager for coordination of AET personnel and activities, attending meetings (if requested), consultation and report preparation. Project Administrator for report preparation, review, invoicing.	12 hours	\$160.00	\$1,920.00
	hours	\$70.00	\$350.00
	Section Subtotal:		\$2,270.00
	ESTIMATED BUDGET		\$22,220.00

SECTION 1 - RESPONSIBILITIES

1.1 – This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement **AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.**

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their client and/or Owner which contain flow-down provisions to AET, if they are included, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available or changes are made during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

1.3 – AET observes and tests earthwork and other construction operations and materials, and may provide opinions, conclusions and recommendations regarding the same. However, AET’s Services do not relieve the contractors of their contractual responsibility to perform their work in accordance with approved plans, specifications and building code requirements.

1.4 – AET personnel do not have authority to accept, reject, direct or otherwise approve the work of the contractor. AET cannot stop work or waive or alter the requirements of the project documents. Any authority given to AET by Client must be in writing prior to the start of Services.

1.5 – AET does not perform construction management, general contracting or surveying services and our involvement with the project does not constitute any assumption of those responsibilities.

1.6 – Services performed by AET often include sampling at specific locations. Client acknowledges the limitations inherent in sampling. Variations in conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations.

1.7 – AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.8 – Should change in conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.9 – Test borings and/or cone penetration test soundings to a proper depth below foundation grade and the base of suitable bearing soils are recommended to explore the deeper unseen soil and ground water conditions. Judgments made by AET personnel regarding the suitability of materials and ground water conditions below the bottom of an excavation are limited if sufficiently deep test borings/soundings are not provided by the Client prior to our observations and judgments. AET’s opinions, conclusions and recommendations are qualified to that extent.

1.10 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.11 – The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 – ON CALL SERVICES

2.1 – If AET’s Services are performed on an on-call basis at the direction of the Client or its authorized representatives, Client acknowledges the inherent limitations associated with performing engineering judgments and testing Services on an on-call basis, including without limitation, the inability to completely evaluate, document or judge work and conditions not directly observed or tested by AET. AET’s opinions, conclusions, and recommendations are qualified to the extent of those limitations.

2.2 – Density tests of fill soils represent conditions only at the locations and elevations tested and do not necessarily represent conditions laterally, above or below. AET can only provide judgments regarding the engineered fill system to adequately support the design construction loadings by monitoring the filling process on a continuous basis for consistency of soil type, moisture content, lift thickness, and compaction effort.

2.3 – AET requires a minimum of 24 hours’ notice of the need for Services. AET will not be liable for claims, damages, or delays related to failure of Client to provide adequate advance notice to AET.

SECTION 3 - SITE ACCESS, UNDERGROUND FACILITIES AND CONSTRUCTION STAKING

3.1 – Client will furnish AET safe and legal site access.

3.2 – With the exception of public utilities which AET will contact state “call before you dig” notification centers (e.g. Gopher State One call in North Dakota), Client will mark or cause to be marked the location of all other underground utilities and structures (Facilities) that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 – Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney’s fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

3.4 – The location and elevation of a proposed structure or facility shall be staked (with offsets) and controlled by surveying or GPS equipment by others. AET’s measurements are made in relation to that information. The reliability of any opinions, conclusions, and recommendations based on those measurements is strictly dependent on the accuracy of the staking or GPS information provided by others.

3.5 - During construction, observations and testing Services are based on the positioning of the formwork by the contractor or its subcontractor. AET will not be responsible for any errors or damages resulting from improper location or positioning of the formwork.

SECTION 4 - SAFETY

4.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. Client or its authorized representative(s) is responsible for the safety of the jobsite. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

4.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 5 - SAMPLES

5.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

5.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 6 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 7 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 8 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

8.1 -

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

8.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

8.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

8.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

8.5 - **To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.**

8.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

8.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 9 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 10 - PAYMENT, INTEREST AND BREACH

10.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

10.2 - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

10.3 - AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

10.4 - AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 11 - CHANGE ORDERS

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 12 - MEDIATION

12.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

12.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 13 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 10 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 14 - MUTUAL INDEMNIFICATION

14.1 - Subject to the limitations contained in Sections 14 and 17, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

14.2 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

14.3 The following language from American Engineering Testing, Inc.'s MSA with the City's engineering department is incorporated into this agreement as follows:

2 Indemnification and Insurance.

2.1 **Indemnity.** To the extent permitted by law, AET shall indemnify and hold City harmless from and against all liabilities, claims, damages, losses and expense, including reasonable attorneys' fees, to the extent caused by the negligent performance of the Services by AET. To the extent that a claim arises out of the Professional Liability of AET, liability is limited to those damages actually incurred as a result of negligence, and to amounts covered by the professional liability insurance policy carried by AET and within the agreed insurance limits.

2.2 **Insurance.** AET shall keep and maintain the following insurance coverages:

2.2.1 **Professional Liability Insurance.** AET shall maintain in full force and effect until at least three years subsequent to completion of the Services professional liability insurance covering the performance of the Services. Such insurance shall be on a "claims made" basis and in the amount of at least \$1,000,000.

2.2.2 **Workers Compensation Insurance.** AET shall maintain workers compensation insurance with following limits or with the minimum limits required by law, if greater:

Coverage A:	Statutory		
Coverage B:	\$1,000,000	Bodily Injury by accident	Each accident
	\$1,000,000	Bodily Injury by disease	Policy limit
	\$1,000,000	Bodily Injury by disease	Each employee

2.2.3 **General Liability Insurance.** AET shall maintain general liability insurance with coverage to include: Premises/Operations, Completed Operations and Contractual Liability (to cover the indemnification provision in paragraph 2.1 of this Agreement). Limits of coverage shall not be less than:

\$2,000,000	Per occurrence
\$5,000,000	Aggregate

2.2.4 **Automobile Insurance.** AET shall maintain automobile liability insurance to include all owned autos (private passenger and other than private passenger), hired and non-owned vehicles. Limits of coverage shall not be less than:

\$2,000,000	Per occurrence
-------------	----------------

SECTION 15 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at [29 Code of Federal Regulations Part 471, Appendix A to Subpart A](#). The regulation also has a "flow-down" requirement

for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 16 - TERMINATION

After 7 days' written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay AET for all Services performed, including demobilization and reporting costs to complete the Services.

SECTION 17 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 18 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of North Dakota without regard to its conflicts of law provisions.

SECTION 19 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Goto www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return), Name is required on this line; do not leave this line blank.

AMERICAN ENGINEERING TESTING, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

550 CLEVELAND AVE. N.

Requester's name and address (optional)

6 City, state, and ZIP code

ST. PAUL, MN 55114

7 List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Social security number

backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

ITO - [] - [] [] [] [] []

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

or Employer identification number

411 | -lo | 9 | 717 | 512 | 11

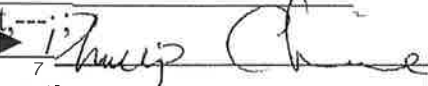
Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ 

Date ▶  2-3

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

AMERCON-12

KREYNOLDS1
DATE (MM/DD/YYYY)
12/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).	
PRODUCER License# 20443386 Hub International Great Plains 245 E. Roselawn Avenue Suite 31 Saint Paul, MN 55117-1940	2 fct Ann Ross ritJg,NJo, Ext): (651) 288-5137 F(A)C, No): (651) 286-0560 tD} ss: ann.ross@hubinternational.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: The Phoenix Insurance Comoanv	25623
INSURER B: The Travelers Indemnity Comoanv of America	25666
INSURER c: Travelers Property Casualty Company of America	25674
INSURER D: The Travelers Indemnity Comoanv	25658
INSURER E: Continental Casualty Company	20443
INSURER F:	
INSURED AMERICAN CONSULTING SERVICES INC AMERICAN ENGINEERING TESTING INC AMERICAN PETROGRAPHIC SERVICES INC 550 CLEVELAND AVE N ST PAUL, MN 55114-1804	

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR		P630539K8896PHX23	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000
B	OTHER: POLICY 181 LOC AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG \$ 4,000,000 & b SINGLE LIMIT \$ 2,000,000
	X ANY AUTO OWNED SCHEDULED AUTOS ONLY NON OWNED		8102L6457122343G	1/1/2023	1/1/2024	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$
C	X UMBRELLA LIAB EXCESS LIAB M OCCUR CLAIMS-MADE		CUP3K2260092343	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		UB9H9151012343G	1/1/2023	1/1/2024	E.L. EACH ACCIDENT EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	PROF/POLL LIABILITY		ECH254066939	1/1/2023	1/1/2024	EACH CLAIM \$ 10,000,000
E	RETRO: 070287		ECH254066939	1/1/2023	1/1/2024	AGGREGATE \$ 15,000,000

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RENEWALS: contracts@teamAET.com

ILLUSTRATION CERTIFICATE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i><7-t.;</i>

ACORD 25 (2016/03)

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17

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 5, 2023

**RE: SPENDING OF OPIOID ABATEMENT FUNDS RECEIVED FROM
LITIGATION WITH CLASS ACTION LAWSUITS.**

The attached Report of Action and finance memo is for a budget adjustment requested from Fargo Cass Public Health to the Opioid Abatement Fund.

BUDGET ADJUSTMENT

REVENUE

Claims and Judgments/Settlement Agreement	280-0000-361-17-01	\$ 80,000
--	---------------------------	------------------

EXPENSE

Medical Supplies	101-6035-451-61-20	\$ 40,000
Pharmacy	101-6035-451-61-21	\$ 40,000

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

Suggested Motion:

Move to approve the Report of Action and budget adjustment to the Opioid Abatement Fund.

DF/lls
Attachment

REPORT OF ACTION
FINANCE COMMITTEE

Location: Fargo Cass Public Health

Date of Hearing: June 26, 2023

Routing	Date
City Commission	7/10/2023
Project File	Desi Fleming

Michael Redlinger, on behalf of Desi Fleming, summarized a follow up item to a discussion from 2022 when Fargo Cass Public Health was directed to create an Opioid Abatement Fund to track the settlements received from litigation with class action lawsuits. The process for the use of these funds was not included in the 2023 budget. The attached memo explains the process to be used going forward.

For 2023, the Health Department is anticipating an expenditure of \$80,000 from Fund 280 and is requesting a budget adjustment as follows:

Revenue:

Claims and Judgments/Settlement Agreement 280-0000-361-17-01 \$80,000

Expense:

Medical Supplies	101-6035-451-61-20	\$40,000
Pharmacy	101-6035-451-61-21	\$40,000

The motion before the committee is to adjust the 2023 budget accounts and approve the process moving forward for the transfer and use of the Opioid settlement dollars.

MOTION:

Susan Thompson moved to approve both adjustments presented, second by Steve Sprague and all members present voted in favor.

COMMITTEE:	Present	Yes	No	Unanimous
				X
				Proxy
Tim Mahoney, Mayor	X	X		
Dave Piepkorn, City Commissioner	X	X		
Mike Redlinger, City Administrator	X	X		
Brenda Derrig, Assistance City Administrator	X	X		
Susan Thompson, Assistant Finance Director	X	X		
Tanner Smedshammer, Purchasing Manager	X	X		
Steve Sprague, City Auditor	X	X		

Desi Fleming
Desi Fleming, Director of Public Health

07/05/23
Date

Michael Redlinger
Michael Redlinger, City Administrator

Timothy J. Mahoney, Mayor, City of Fargo Date



June 26, 2023

Attention Finance Committee:

Proj # Description

HE143 OPIOID ABATEMENT SETTLMNT

As you know, at the 9.6.22 Commission meeting (RA #43), we were directed to create an Opioid Abatement Fund to track the settlements receive from this litigation. The revenue will continue to be receipted into Fund 280 GL code 280-0000-361.17-01 Claims and Judgments / Settlement Agreement. The ND Legislature also passed legislation where any litigation money received by jurisdictions needed to be either directed to local public health or sent to the NDDHHS for partnerships in response activities. FCPH has developed a mitigation plan that has been submitted to the NDDHHS for approval. Tentatively, Cass County and West Fargo may be joining as a community effort.

For the City of Fargo, in order to use the dollars as authorized, Health will use project code HE143 for eligible expenses in 101-6013. Then, either monthly or quarterly, FCPH will run a project report summarizing expenses and request a transfer be made from Fund 280 to FCPH/General Fund. Special Revenue / Opioid Abatement Settlement, 101-0000-391.20-03, has been set up to track these transfers. The only activity in this GL account will be the transfers that Health requests. That way, health will be able to run reports from GMBA that show both the expense and revenue transfers from Fund 280.

Because this process was not included in the 2023 budget, we wanted to make the Finance Committee / Commission aware of this process. There currently is \$173,350 sitting in fund 280, but this may change with the addition of Cass County and WF if they choose to keep funds locally. FCPH will budget accordingly based on account balance. We will also be getting additional funds ongoing through settlement dollars which lan from the City Attorney's office is tracking.


For 2023, we are anticipating an expenditure of \$80,000 from this fund and are requesting a budget adjustment for this amount.

Medical Supplies	101-6035-451-61-20	\$40,000
Pharmacy	101-6035-451-61-21	\$40,000

Going forward, in the budget process, Finance will budget in the transfer in/transfer out accounts based on estimates provided by FCPH.

Suggested motion: Adjust the 2023 budget accounts as listed above and approve this process going forward for the transfer and use of the Opioid settlement dollars.

Thank you,


Desi Fleming
Director



18

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 5, 2023

**RE: SUBRECIPIENT AGREEMENT AMENDMENT BETWEEN FCPH
AND FAMILY HEALTHCARE.
FUNDS: ADDITIONAL FUNDS OF \$144,917.30
EXPIRES: 05/31/2024**

The attached amendment to the subrecipient agreement with Family Healthcare is for the additional funds of \$144,917.30 and extending the termination date of the agreement to May 31, 2024.

NO BUDGET ADJUSTMENTS

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

Suggested Motion:

Move to approve the subrecipient agreement amendment with Family Healthcare.

DF/lls
Attachment

**SUBRECIPIENT AGREEMENT AMENDMENT
BETWEEN FARGO CASS PUBLIC HEALTH (Grantor) AND FAMILY HEALTHCARE
(Subrecipient)**

1. Agreement Amendment

This agreement amendment made and entered into this 28th day of June 2023, by and between **Fargo Cass Public Health** (Grantor) and Family HealthCare (Subrecipient) is made to enable the Subrecipient to continue certain activities with Immunizations / COVID 19 Grant funds as described in the previous agreement (G19.1294 – Subrecipient Agreement, #16 from City Commission agenda 08/23/2021. Therefore, Fargo Cass Public Health and the Subrecipient agree as follows:

2. Statement of Work

The Statement of Work is unchanged from the original agreement.

3. Responsibility of Fargo Cass Public Health

Fargo Cass Public Health shall designate representatives who will be authorized to make all necessary decisions required of Fargo Cass Public Health on its behalf in connection with the execution of this agreement and disbursing funds in connection with the program.

4. Subrecipient's Compensation and Method of Payment

Provided the activities authorized under the statement of work and contracts signed by the Subrecipient are eligible expenditures of Immunizations / COVID 19 Grant funds, Fargo Cass Public Health agrees to provide an additional amount not to exceed \$144,917.30 for Immunization activities, immunization support services, and staff provided by Family HealthCare. The grant amendment is from Fargo Cass Public Health's Immunization / COVID 19 Grant awarded on May 22, 2023, from The North Dakota Department of Health; grant number G19.1294A, CFDA #93.268, DUNS #070265871.

Funds shall be disbursed upon presentation of invoices which Subrecipient certifies are true and correct copies of payments due on behalf of the Subrecipient, for an activity covered by the previous agreement and made in accordance with the Statement of Work. Payment may be suspended by Fargo Cass Public Health in the event of non-performance by the Subrecipient.

5. Term of the Agreement

The terms of this agreement shall extend from the effective date hereof through a period of time ending May 31, 2024; defined as such time as the items included in the previous agreement's Exhibit A are deemed by Fargo Cass Public Health to be complete and the final request for reimbursement has been made to the North Dakota Department of Health.

6. Monitoring and Evaluation

Fargo Cass Public Health reserves the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with Fargo Cass Public Health relating to such monitoring and evaluation.

At this time Fargo Cass Public Health intends to monitor the Subrecipient on benefit from use of 2023 amendment for Immunization / COVID 19 funds, during the period of June 30, 2023, to May 31, 2024. The Subrecipient will provide Fargo Cass Public Health with its annual organization report.

7. Assurances

The Subrecipient agrees to use Immunization / COVID 19 Grant funds for the purposes authorized by Fargo Cass Public Health. The Subrecipient further agrees to comply with the assurances, attached as Exhibit 'B' in the original agreement, and made a part of this agreement, which are required by the North Dakota Department of Health for all grants. These include Federal Labor Standards requirements.

8. Conflict of Interest

The Subrecipient agrees that it has not violated the prohibition against conflicts of interest set forth in 24 CFR 953.606 and Subrecipient further assures that it will not, during the pendency of this agreement, violate said prohibition.

9. Entire Agreement

The provisions as set forth in Items 1-9, and all attachments of this agreement constitute the entire agreement between the parties.

FAMILY HEALTH CARE

Patrick Gulbranson, Chief Executive Officer

Date

FARGO CASS PUBLIC HEALTH

Desi Fleming

Desi Fleming, Public Health Director

07/05/2023

Date


Timothy J. Mahoney, Mayor, City of Fargo

Date

19

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 5, 2023

**RE: FARGO PUBLIC SCHOOL DISTRICT AMENDMENT TO
NURSING SERVICES BUDGET PROPOSAL FOR 07/01/2023
TO 06/30/2024.**

The attached budget proposal for the 2023-2024 school year for Fargo Public Schools is due a request from the schools to have more nursing hours available.

NO BUDGET ADJUSTMENT

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

Suggested Motion:

Move to approve the amendment to the Fargo Public School Budget Proposal for Nursing Services.

DF/lls
Attachment

The following amendment between the Fargo Public School District and Fargo Cass Public Health is adjusting the budget for the services time range of 07/01/2023 to 06/30/2024. With the exception of this budget change the original document and its terms remain the same.

SECONDARY RNs 6.6 hours per day x 5 days per week x 36 weeks at \$47.32/hour	\$	346,666.40
ELEMENTARY RNs 24 hours per day x 5 days per week x 36 weeks at \$47.32/hour	\$	204,422.40
AIDES 29.5 hours per day x 5 days per week x 35 weeks at \$27.48/hour	\$	141,865.50
RN ADMINISTRATION COST 574 hours per budget year at \$55.19/hour	\$	<u>31,679.06</u>
TOTAL AT 65% FPS / 35% FCPH		724,633.28
$\$724,633.28 \times 65\% = 471,011.64$ FPS <i>(This is an increase of \$14,066.34 from previous proposal budget)</i> $\$724,633.28 \times 35\% = 253,621.64$ FCPH		

SPECIAL EDUCATION COVERAGE	\$	
RN 7 hours per day x 5 days per week x 36 weeks at \$47.47/hour =	\$	59,812.20
LPN 7 hours per day x 5 days per week x 36 weeks at \$28.60/hour =	\$	36,036.00
RN 40 hours x \$47.32 if applicable for summer session =	\$	1,892.80
RN ADMINISTRATION COST 1 hour per week x 35 weeks at \$55.19 per hour	\$	1,931.65
MILEAGE for up to 5,000 per year at federal rate of \$0.655 per mile = <i>(This was previously at \$0.56 per mile)</i>	\$	<u>1,931.65</u>
TOTAL AT 100% FPS	\$	102,947.65

NURSING COVERAGE	\$	471,011.64
TOTAL \$724,633.28 x FPS at 65%	\$	<u>102,947.65</u>
SPECIAL EDUCATION COVERAGE		
TOTAL \$102,947.65 X FPS at 100%		
TOTAL COST FOR FPS 07/01/2023 TO 06/30/2024	\$	573,959.29
<i>(Previously this was \$559,417.95)</i>		

NOTE: Total cost for FCPH 07/01/2023 to 06/30/2024 = \$253,621.64

PROVIDER- FARGO CASS PUBLIC HEALTH

FARGO PUBLIC SCHOOL DISTRICT

Desi Fleming
DESI FLEMING, DIRECTOR OF PUBLIC HEALTH

JACKIE GAPP, CPA, SFO, BUSINESS MANAGER

07/05/2023
DATE

DATE

TIMOTHY J. MAHONEY, MAYOR, CITY OF FARGO


DATE



20

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 23, 2023

**RE: NOTICE OF GRANT AWARD FROM ND DEPARTMENT OF
HEALTH AND HUMAN SERVICES FOR LOCAL PUBLIC
HEALTH UNIT TOBACCO PREVENTION AND CONTROL
GRANT NUMBER: G23.193
CFDA: NA
FUNDS: \$435,215
EXPIRES: 06/30/2024**

The attached notice of grant award from the North Dakota Department of Health and Human Services is for implementing TPCP (Tobacco Prevention and Control Program) services.

NO BUDGET ADJUSTMENT

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

Suggested Motion:

Move to approve the notice of grant amendment with ND Department of Health and Human Services.

DF/ls
Attachment



NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES
SFN 53771 (04-2023)

Grant Number G23.193	CFDA Name Not Applicable	CFDA Number Not Applicable
FAIN Number Not Applicable	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2023
Federal Award Date Not Applicable	Grant End Date 6/30/2024	
Federal Awarding Agency 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 Local Public Health Unit Tobacco Prevention and Control Program	North Dakota Department of Health and Human Services (NDDHHS) Project Code 4571 HL 1248 01
Grantee Name Fargo Cass Public Health	Project Director Neil Charvat
Address 1240 25 th St S	Address 600 E. Boulevard Ave., Dept. 325
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58505-0250
Contact Name Desi Fleming	Contact Name Abby Erickson
Telephone Number 701-241-1380	Telephone Number 701-328-3337
Email Address dfleming@fargond.gov	Email Address abbyerickson@nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$435,215	\$0	\$435,215
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$435,215	\$0	\$435,215
Indirect Rate (Check One)	<input type="checkbox"/> Subrecipient waived indirect costs	<input checked="" type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %

Scope of Service

Grantee will implement Tobacco Prevention and Control Program (TPCP) services in accordance with the Grantee's TPCP work plan and budget as approved by the North Dakota Department of Health and Human Services (Department). Grantee will follow the Centers for Disease Control and Prevention (CDC) Best Practices for Comprehensive Tobacco Control Programs 2014 as approved by the Department to conduct TPCP services within its service area. Grantee will submit any requests for use of the NDQuits logo (i.e. newspaper, newsletter, ads, banners, signs, etc.) to the Community Programs Coordinator for approval prior to publication.

Reporting Requirements

Grantee must submit at least quarterly a request for reimbursement on the Program Reporting System (PRS) by the 15th of the following month.
Grantee must submit a quarterly progress report of activities completed as described in the Grantee's approved work plan and budget.
Final request for reimbursement for the period ending June 30, 2024 must be received by July 15, 2024.
Reimbursements will be processed upon Department approval of request for reimbursements and progress reports.

Special Conditions

None.

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 NDDHHS as signed by Grantee for the period of July 1, 2023 to June 30, 2025 [Finance Use Only: Requirements Received; Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 07/03/2023	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, Unit Director Health Promotion & Chronic Disease Prevention	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Christopher D. Jones, Commissioner	


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.



21

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 23, 2023

**RE: NOTICE OF GRANT AWARD FROM ND DEPARTMENT OF
HEALTH AND HUMAN SERVICES FOR WOMEN'S WAY
GRANT NUMBER: G23.193
CFDA: 93.898 FOR \$72374 AND 93.391 FOR \$15000
FUNDS: \$111,014
EXPIRES: 06/29/2024**

The attached notice of grant award from the North Dakota Department of Health and Human Services is for administering and managing the Women's Way program.

NO BUDGET ADJUSTMENT

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

Suggested Motion:

Move to approve the notice of grant amendment with ND Department of Health and Human Services.

DF/lls
Attachment



NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES
SFN 53771 (09-2022)

Grant Number G21.1310	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 \$72,374 WW Special: Not applicable for \$23,640 COVID: 93.391 for \$15,000
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 6/30/2023	Grant End Date 6/29/2024
Federal Award Date WW Fed: 5/18/2023 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 and Human Services (NDDHHS) Project Code WW Fed: 4521 HLH 5215 01; \$72,374 WW Special: 4521 HLH 5215 02; \$23,640 COVID: 4521 HLH 4903 20; \$15,000
Grantee Name: Fargo Cass Public Health	Project Director: Susan Mormann
Address: 1240 25th Street South	Address: 600 East Boulevard Avenue, Dept. 325
City/State/ZIP Code: Fargo, ND 58103-2367	City/State/ZIP Code: Bismarck, ND 58505-0250
Contact Name: Caitlin Nitz	Contact Name: Susan Mormann
Telephone Number: 701-298-6918	Telephone Number: 701-328-2472
Email Address: Caitlin.Nitz@FargoND.gov	Email Address: smormann@nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$111,014	\$0	\$111,014
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$111,014	\$0	\$111,014
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 *Women's Way* to conduct the North Dakota Breast and Cervical Cancer Early Detection Program within its mutually agreed upon service area. Grantee to follow the *Women's Way* 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 goals, 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 *Women's Way* funds and/or logo.
Note: Healthcare reform and state appropriations may affect the 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 NDDHHS as signed by Grantee for the period of July 1, 2021, to June 30, 2023 [Finance Use Only: Requirements Received; Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 06/23/2023	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health Fargo Cass Public Health		Typed Name/Title of Authorized Representative Susan M. Mormann, Unit Director Health Promotion & Chronic Disease Prevention	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Christopher D. Jones, Executive Director	

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

ATTACHMENT A
Fargo Cass Public Health
 G21.1310

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 due to the COVID-19 Pandemic, new client and priority populations recruitment are enhanced focuses of *Women's Way*. Data is submitted monthly and reported 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 269 program-eligible women, including 42 patient navigation-only (PN-only) women. The screening goal includes priority populations of 16 American Indian women with at least five American Indian PN-only women and 26 Hispanic women with at least four Hispanic PN-only women.
- Based on a 25 percent minimum screening goal of 269, it is estimated that 67 clients may require follow-up services for abnormal screening results.
- Clients aged 39 or younger who receive breast-only screening services and/or follow-up services for abnormal screening results are limited to 10 percent of the Grantee's minimum screening goal or 27 clients.
- 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 54 new clients.

Total Screen Goal	BCCEDP FF-PAID	PN-ONLY	AI Total	AI BCCEDP FF-PAID	AI PN-ONLY	Hispanic Total	Hispanic BCCEDP FF-PAID	Hispanic PN-ONLY	Dx ≈25%	Age <39 Max <10%	New Clients ≥20%
269	227	42	16	11	5	26	22	4	67	27	54

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

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

- Ensure all healthcare professionals, clinics, and facilities that will submit claims for *Women's Way* clients have signed a Provider Cooperative Agreement with the North Dakota Department of Health and Human Services 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 healthcare 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 that 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 connect healthcare providers, community organizations, and public health agencies to support community access to resources that help prevent, manage, or reduce cancer risks and other chronic diseases. The goals of CCL include the following:

- Develop partnerships across public health, communities, and healthcare professionals.
- Promote healthy behaviors and environments by coordinating healthcare 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-healthcare settings. Examples may include community pharmacies (as opposed to a pharmacy in a healthcare 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 healthcare workers (e.g., physicians, nurses, nursing assistants, physical therapists, emergency medical service personnel, dentists, pharmacists, laboratory personnel) in healthcare 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 healthcare systems for cancer screening, diagnostic, and/or treatment resources.
- Work with community partners to reach disparate populations and use culturally appropriate interventions tailored to the communities for which they are intended.
- Facilitate or refer to Medicaid Expansion or health insurance enrollment, if applicable. Track and report the 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 monthly reimbursement requests electronically through the Program Reporting System (PRS) by the last day of the following month, with the exception of June reimbursement requests. **The request for reimbursement (RFR) for June 30, 2023, must be received by July 14, 2023.** The final RFR for the period of June 1- 29, 2024, must be received by the Department on or before July 15, 2024.


Reimbursement will be based on expenditures outlined in the Grantee's approved budget and processed upon Department receipt and approval of the RFR, supporting documentation, and CaST data.

Failure to make adequate progress toward screening and service goals, or submit the required reports and electronic reimbursement requests by stated deadline, will result in the re-evaluation of services and funding.

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 26, 2023

**RE: NOTICE OF GRANT AWARD AMENDMENT FROM ND
DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR
PHEP CITY READINESS INITIATIVE.
GRANT NUMBER: G21.951A
CFDA: 93.069
FUNDS: NO CHANGE
EXPIRES: 12/31/2023**

The attached notice of grant award amendment from the North Dakota Department of Health and Human Services is to change the expiration date from 06/30/2023 to 12/31/2023.

BUDGET ADJUSTMENT

REVENUE		
CRI	101-0000-331-12-33	\$ 15,000

EXPENSE		
General Supplies	101-6055-451-61-40	\$ 15,000

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

Suggested Motion:

Move to approve the notice of grant amendment with ND Department of Health and Human Services.

DF/lls
Attachment



Page 125 NOTICE OF GRANT AWARD
NORTH DAKOTA DEPARTMENT OF HEALTH
 SFN 53771 (01-2020)

Grant Number G21.951A	CFDA Name Public Health Emergency Preparedness (PHEP)	CFDA Number 93.069
FAIN Number NU90TP922054	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/27/2022
Federal Award Date 6/30/2022	Grant End Date 12/31/2023	
Federal Awarding Agency Department of Health and Human Services		

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

Title of Project/Program PHEP – City Readiness Initiative (CRI)	North Dakota Department of Health (NDDoH) Project Code 6611HLH5273-11
Grantee Name Fargo/Cass Public Health	Project Director Tim Wiedrich, Section Chief
Address 1240 25 th Street South	Address 1720 Burlington Drive, Suite A
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58504
Contact Name Desi Fleming	Contact Name Juli Sickler, PHEP Director
Telephone Number 701-241-1380	Telephone Number 701-328-2293
Email Address Dfleming@fargond.com	Email Address jsickler@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$0	\$0	\$0
Previous Funds Awarded	\$204,000	\$0	\$204,000
Total Funds Awarded	\$0	\$0	\$0
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
 This amendment extends the end date from June 30, 2023, to December 31, 2023.

Reporting Requirements
 A year-end progress report, as prescribed by the NDDHHS, must be submitted by January 31, 2024. All other reporting requirements of the original agreement remain the same.

Special Conditions
 All special conditions of the original agreement remain the same.

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

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 06/26/2023	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 Tim Wiedrich, Director Health Response & Licensure	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Christopher D. Jones, Executive Director	


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.



23

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 6, 2023

**RE: AGREEMENT FOR SERVICES WITH FAMILIES UNITED FOR
SELF-EMPOWERMENT (FUSE).
FUNDS: \$8000
EXPIRES: 08/31/2023**

The attached agreement with Families United for Self-Empowerment is for a back-to-school engagement event for kids and families in the Jefferson neighborhood.

NO BUDGET ADJUSTMENT

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

Suggested Motion:

Move to approve the attached agreement for services with FUSE.

DF/ls
Attachment

- D. **Severability:** If any part, term or provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be illegal or invalid.
- E. **Partial Performance:** In the event that, FUSE, is contracted to perform stated services at the time and place specified, and the other party to the contract, Fargo Cass Public Health, declines or permits only partial performance, FUSE shall receive full compensation as provided in this contract.

In Witness thereof, this purchase of service agreement has been executed between the Independent Contractor and FM Wellness Coalition/ Fargo Cass Public Health on the date-executed below.

FARGO CASS PUBLIC HEALTH

CONTRACTOR

By Desi Fleming
Desi Fleming, Director of Public Health

By _____
Victoria Johnson, FUSE
Independent Contractor

Date 07/06/2023

Date _____

By _____
Timothy J. Mahoney, Mayor, City of Fargo

Date _____

AGREEMENT FOR SERVICES

THIS AGREEMENT, effective the 1st day of July 2023, by and between FM Wellness Coalition/Fargo Cass Public Health ("FCPH"); and Families United for Self-empowerment (FUSE), Independent Contractor.

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

- A. Term of Agreement:** The parties entered into a written agreement for the period of July 1, 2023, through August 31, 2023.
- B. Services to be provided by independent contractor:** Planning, staffing, marketing, computer/equipment, transportation, implementation, data collection, evaluation, and reporting of the Back-To-School engagement event for kids and families in the Jefferson neighborhood (identified neighborhood of need by the FM Wellness Coalition). The objectives include:
 - To provide free sports physicals for kids who need them to participate in school sports and activities, ensuring they are fit and physically eligible.
 - To provide school supply items needed to prepare for school year.
 - To provide free haircuts for kids to prepare for the first day of school and help boost confidence.
 - To provide access to the internet and computers for kids and families who need to register for school online and apply for free and reduced-priced meals. This will help to ensure a seamless school registration and addressing the digital divide.
 - To provide games and fun activities for kids to promote social skills and emotional resilience.
 - To start collecting data on the neighborhood residences based on the Social Determinates of Health.
 - To connect kids and families to school staff to develop a positive relationship that will help kids with futures needs.
- C. Reimbursement:** The independent contractor shall be reimbursed \$8000.00 for the event and submit an invoice.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The contracting consultant agrees to not, directly, or indirectly, disclose, make known, divulge, publish, or communicate any individually identifiable health information or other confidential information to any person, firm, or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and contractee shall not be deemed to be an employee of the FM Wellness Coalition/Fargo Cass Public Health for any other purpose.
- B.** This service agreement shall be governed by the laws of the State of North Dakota. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.
- C.** It is understood any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.



24

July 10, 2023

To: City Commission

From: Tim Dirks, Director
Fargo Public Library

A handwritten signature in black ink, appearing to read "TD", is written over the printed name "Tim Dirks, Director".

In response to our RFP, (RFP23090), for the replacement of the shades at the Main Library we received two proposals. The proposals were evaluated and additional questions were asked of the proposers. From those discussion we have identified Amy's Windows proposal with a total cost of \$122,550.00 as the preferred one for the project. We request the Finance Committee's approval of the amount of \$122,550.00 for the replacement of the shades at the Main Library. The funding has been previously approved by the City of Fargo Finance Committee.

Recommended motion:

To approve the funding for the replacement of the shades at the Main Library per the proposal from Amy's Windows for a total cost of \$122,550.00.

Amy's Windows

651-352-9607

6008 Shane Drive, Edina, MN 55439

amy@amyswindows.com

REVISED Date: 6/19/23 Fargo Public Library Motorized Sun Upgrade Estimate

Area	Room Number	QTY	W	Split Width	H	Shade Splits	Shade Note	Control Information	Fabric	
Wiggle Room	107	3	42	42	124		S1	Separate local Control	1% E-Screen	
Children's Area	110	5	92	92	142		S1	Central Control in Data 167	1% E-Screen	
Children's Area	110	2	60	60	142		S1	Central Control in Data 167	1% E-Screen	
Children's Area	110	1	166	83	142	Split into 2 shades at mullion	S1	Central Control in Data 167	1% E-Screen	
Children's Area	110	1	308	103	142	Split into 3 shades at mullion	S1	Central Control in Data 167	1% E-Screen	
Children's Area	110	1	166	83	142	Split into 2 shades at mullion	S1	Central Control in Data 167	1% E-Screen	
Children's Area	110	1	394	.5	99	142	Split into 4 shades at mullion	S1	Central Control in Data 167	1% E-Screen
Staff Lounge	122	1	131	66	142	Split into 2 shades at mullion	S1	Separate local Control	1% E-Screen	
Primary Office Associate	124	1	136	68	142	Split into 2 shades at mullion	S1	Separate local Control	1% E-Screen	
Deputy Director's Office	125	1	136	68	142	Split into 2 shades at mullion	S1	Separate local Control	1% E-Screen	
Director's Office	126	1	136	68	142	Split into 2 shades at mullion	S1	Separate local Control	1% E-Screen	
Open Office	131	1	254	85	142	Split into 3 shades at mullion	S1	Separate local Control	1% E-Screen	
Meeting Room	152	2	92	92	142		S2	Separate local Control	Flocke Blackout	
Meeting Room	152	1	124	41	142	Split into 3 shades at mullion	S2	Separate local Control	Flocke Blackout	
Storage	216	1	114	.5	114.5	142		S1	Separate local Control	1% E-Screen
Open Office	215	4	92	92	142		S1	Separate local Control	1% E-Screen	
Tech Librarian	206	1	92	92	142		S1	Separate local Control	1% E-Screen	
Adult Library	205	3	92	92	142		S1	Centralized Controls located in Second Floor Staff Work Area	1% E-Screen	
Adult Library	205	1	238	79	142	Split into 3 shades at mullion	S1	Centralized Controls located in Second Floor Staff Work Area	1% E-Screen	
Adult Library	205	1	262	87	142	Split into 3 shades at mullion	S1	Centralized Controls located in Second Floor Staff Work Area	1% E-Screen	
Adult Library	205	1	254	.5	85	142	Split into 3 shades at mullion	Centralized Controls located in Second Floor Staff Work Area	1% E-Screen	

MECHO

SWF CONTRACT

DRAPER

HUNTER DOUGLAS

DBE/WBE/SBA Certified

Amy's Windows

651-352-9607

6008 Shane Drive, Edina, MN 55439

amy@amyswindows.com

Adult Library	205	1	824	92	142	Split into 9 shades at mullion	S1	Centralized Controls located in Second Floor Staff Work Area	1% E-Screen
Adult Library	205	1	422	106	142	Split into 4 shades at mullion	S1	Centralized Controls located in Second Floor Staff Work Area	1% E-Screen
Adult Library	205	1	308	103	142	Split into 3 shades at mullion	S1	Centralized Controls located in Second Floor Staff Work Area	1% E-Screen
Adult Library	205	1	166	83	142	Split into 2 shades at mullion	S1	Centralized Controls located in Second Floor Staff Work Area	1% E-Screen
Adult Library	205	2	60	60	142		S2	Centralized Controls located in Second Floor Staff Work Area	Flocke Blackout
Adult Library	205	4	92	92	142		S2	Centralized Controls located in Second Floor Staff Work Area	Flocke Blackout
Adult Library	205	1	90.75	90.75	142		S1	Centralized Controls located in Second Floor Staff Work Area	1% E-Screen
Computer Lab	205	4	411.75	103	142	Split into 4 shades at mullion	S1	Local Control with Key Activation	1% E-Screen

MANUFACTURER: DRAPER SHADE ACCESSORIES: FASCIA

ELECTRICAL ACCESSORIES: BUS POWER SUPPLY PoE, 5-WAY RJ45 SPLITTER, RS485 Address / Limit tool, USB TO RS485 ADAPTOR FOR SDN, 6 Button Wall Switch (INCLUDED 24, which allows for 2 in large rooms)

MOTOR TYPE: ULTRA RS485 system. This meets the intelligent encoded & 38 or less decibel specification.

****AFTER REVIEWING THE SPECIFICATIONS THIS IS WHAT WAS RECOMMENDED BY DRAPER TECHNICAL TEAM****

TOTAL PROJECT COST: \$122,550

Price breakdown:

Shades, including accessories, shipping and tax: \$81,825

Electrical Work: \$28,300

Repair/Patch/Paint: \$1800

Demolition, Disposal of Current Shades: 85 shades @ \$25 per shade

Installation and Programming of New Shades: 85 Shades @ \$100 per shade

ALT #1: Alternate No. 1: Abandon Existing Wiring DEDUCT \$3000

- This quote is for installation into wood-backed sheetrock. For installation into metal, brick, or concrete, an install surcharge will be applied.
- These are inside mount measurements. If deemed necessary to install outside the jamb, then additional charges will apply due to larger fabric and hardware costs.
- Electrical pricing does not include moving power feeds if different from existing locations

MECHO

SWF CONTRACT

DRAPER

HUNTER DOUGLAS

DBE/WBE/SBA Certified




25

City Administration
225 4th Street North
Fargo, ND 58102

MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: June 30, 2023

SUBJECT: Letter of Support for Four Sisters, LLC

The City of Fargo is a member of the North Dakota Opportunity Fund Consortium along with 37 other communities in North Dakota. This fund originated as part of the Small Business Jobs Act of 2010.

The fund provides loans and investments to small businesses. In order for a business to receive support, the Consortium requires an endorsement letter from the City indicating support for the project and North Dakota Opportunity Fund (NDOF) involvement in the financing. There is no City financial support required with the letter of support.

Four Sisters, LLC is a real estate holding company formed to build and own a retail strip building at 2911 45th Street South in Fargo, ND. The entity is owned by four individuals who have owned and operated nail salons in the Fargo area - @Nail (Veterans Blvd), Lux Spa (West Acres) and Nails Pro (West Acres). They are in need of additional space due to growth and are planning to build a new 12,468 sf retail strip building. The building will be 60% owner-occupied by related entities, and it is anticipated that these related entities will create 25-35 new jobs.

Recommended Motion

Provide a letter in support for the Four Sisters, LLC project and the North Dakota Opportunity Fund providing match of the Bank of ND interest buy down program.



PUBLIC WORKS/OPERATIONS

26

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

June 15, 2023

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

RE: FASTER Asset Solutions upgrade SSP23114

Commissioners:

Central Garage currently uses a windows based fleet management software provided by FASTER Asset Solutions. FASTER Asset Solutions developed a web based platform, FASTER Web. Although FASTER continues to support the Window Platform, their resources are being used to develop the FASTER Web platform. Having the web based platform ensures that we are always operating on the most up to date version, allows us to have unlimited users who can access our information, and provides us with efficiency and costs savings long term. Although other vendors do offer fleet management software, upgrading to FASTER Web would be the most economical solution. As part of the setup, FASTER Asset Solutions will take our current data in our Win platform and convert it to be used in the Web platform. All of our historical data will now be able to be accessed through the Web platform therefore eliminating the need to have two separate software systems. FASTER Web will allow our technicians to access their work orders from individual laptops and/or tablets rather than only having a few workstations, thus gaining efficiency. The familiarity of the FASTER platform will alleviate some of the learning curve of moving to a different software program.

This upgrade is approved in the 2023 Central Garage Capital budget.

RECOMMENDED MOTION: I/we hereby move to upgrade FASTER Asset Solutions to the web version for the amount of \$87,808.00 (SSP23114).

Respectfully Submitted,

Allan Erickson
Fleet Services Manager





FASTER Asset Solutions Quote and Proposal



Allan Erickson

Fleet Manager

Fargo ND

FASTER Asset Solutions is pleased to submit our proposal, City of Fargo, ND, Web Upgrade. *FASTER* has been in business since 1982 and provides FMIS systems to cities, counties, states, universities, airports, transit, public utilities, and private companies. *FASTER* is the largest provider of fleet management information systems (FMIS) to municipal governments in North America. We also believe *FASTER* is a superior choice because of the following key strategic differences in our company.

The Most Experienced Staff in the Industry:

Seventy percent of *FASTER's* technical staff have been with us for more than 10 years. Reference checks will also reveal that no other vendor offers the level of professional technical support staff and responsiveness as *FASTER*. This results in a better implementation experience along with superior ongoing support, which ultimately results in better system utilization and ROI.

FASTER Invests in the Long-Term:

No other systems provider offers better systems longevity or a more advanced and stable system. For nearly 40 years now we have continuously improved our system through three generations of technology. *FASTER* Web is our latest release and includes the ability to deploy as a cloud-based or on-premises system and integrate easily with other software through API technology.

We are Product and Service Focused:

Likely the most important distinction of our company is that *FASTER* is product and service focused. Our strategy to continually reinvest in our products, solutions, and staff, allows us to build a reputation with our customers and partners to have industry leading software and the most responsive and knowledgeable support team in the asset management space.

Thank you for the opportunity to earn your business. If there is any additional information we can provide, or questions we can answer, please don't hesitate to let us know.

Sincerely,

FASTER Asset Solutions
FASTERasset.com | [LinkedIn](#) | [Facebook](#)



Sales@fasterasset.com
757.623.1700

Adam Tolbert

adam.t@fasterasset.com



FASTER Asset Solutions
 760 Lynnhaven Pkwy, Suite 203
 Virginia Beach, VA 23452
 United States

T: 4023055850

Quote #	890 v5
Date	Jun 12, 2023
Expires	Sep 29, 2023
Contact	Adam Tolbert

Prepared for Fargo ND
 Allan Erickson
 Fargo, ND
 United States
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City of Fargo, ND, Web Upgrade

One-Time Fees

Category	Item	Qty	Price	Total
LICENSE	FASTER WEB CORE LICENSE FEE	501	\$85.00	\$42,585.00
	FASTER WEB Core license fee per standard asset.			\$38,326.50
	Standard assets are those originally valued at \$5,000 or greater and active). <ul style="list-style-type: none"> • This includes one instance of the FASTER Web Application with one database. • Unlimited user access (named accounts) included. 			
	10% Item Discount (\$4,258.50)			
	FASTER (Code: 430)			
LICENSE	FASTER WEB Non Standard Assets License Fee	210	\$25.00	\$5,250.00
	For non standard assets (initial purchase price <\$5,000). Includes setup, license fee, lifetime software updates for customers, first year maintenance and support.			\$4,725.00
	Fuel Only assets are also considered non standard regardless of initial purchase price.			
	10% Item Discount (\$525.00)			
	FASTER (Code: FWNSALIC)			



Category	Item	Qty	Price	Total
SETUP / INTERFACE	Database Management & Setup Migrating Customer Establishment of one FASTER Web instance with a single Database. This setup includes the FASTER Web test environment that will be used during the entire implementation, all database configuration, testing, backup configuration, and validation. Includes 24x7x365 cloud database access. This same environment will be promoted to be the production environment at the time of Go-Live.	1	\$2,000.00	\$2,000.00
	<ul style="list-style-type: none"> Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location Includes all support and maintenance for the first year of service. 			
	Faster Asset (Code: DBMS)			

One-Time Subtotal	\$49,835.00
Discount	(\$4,783.50)

Annual Fees

Category	Item	Qty	Price	Total
SUPPORT and MAINTENANCE	FASTER WEB CORE ANNUAL SUPPORT & MAINTENANCE FASTER WEB Core annual support and maintenance fee per standard asset. FASTER (Code: 430A)	501	\$17.00	\$8,517.00
SUPPORT and MAINTENANCE	FASTER WEB NON STANDARD ANNUAL SUPPORT & MAINTENANCE FASTER WEB Non-Standard Assets annual support and maintenance fee per non-standard asset. FASTER (Code: FWNSALICANN)	210	\$5.00	\$1,050.00
SUPPORT and MAINTENANCE	Database Annual Support and Maintenance Annual fee for support, maintenance, software upgrades, firmware/database management, data storage, and report management.	1	\$9,000.00	\$9,000.00
	<ul style="list-style-type: none"> Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location Includes 24x7x365 cloud database access. 			
	FASTER (Code: DBMSANN)			

* Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.

Annual Support And Maintenance Subtotal	\$18,567.00
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FASTER Web Interface Add-On Solutions

One-Time Fees

Category	Item	Qty	Price	Total
SETUP / INTERFACE	Fuel Import - Single Vendor (Existing Customer)	1	\$3,605.00	\$3,605.00
	Single Vendor Fuel Import			\$3,244.50
	<p>This is a single vendor fuel import for an existing customer who has been live on a FASTER product for more than 6 months. The import includes 1 (one) of the following options:</p> <ol style="list-style-type: none"> 1. Import a new fuel vendor fuel transaction file. 2. Import a new fuel file from your existing vendor. <p>FASTER will conduct complete configuration and testing of the fuel file layout and export files (flat files) from the fuel system.</p> <p>Site & Dispenser optional add on is available, if required, to the single vendor fuel import</p> <p>10% Item Discount (\$360.50)</p> <p>FASTER (Code: 301)</p>			
SETUP / INTERFACE	Single Vendor Site and Dispenser Add On	1	\$2,575.00	\$2,575.00
	This is an optional add-on to the Fuel Import (FI) to enable you to track the specific fuel site and/or fuel dispenser. This optional add on allows configuration to track Inventory Items so fuel imports deplete quantity from inventory.			\$0.00
	<p>100% Item Discount (\$2,575.00)</p> <p>Faster Asset (Code: 303)</p>			
SETUP / INTERFACE	Dashboard	1	\$10,300.00	\$10,300.00
	The Faster Dashboard provides easy access to an at-a-glance overview of key performance indicators and data for your organization. The FASTER Dashboard is designed to give fleets a way to monitor performance, communicate, and make quick decisions about their operations. It comes with 20 Key Performance Indicators (KPIs) charts within the Dashboard Add-on, which includes the 8 module landing charts available within FASTER Web which can also be accessed via the Dashboard for one convenient high level overview.			\$0.00
	<p>100% Item Discount (\$10,300.00)</p> <p>FASTER (Code: 207nc)</p>			



Category	Item	Qty	Price	Total
SETUP / INTERFACE	Barcoding Add-On Setup	1	\$6,180.00	\$6,180.00
	The FASTER Barcoding Add-on provides the ability to scan and print labels on customer provided hardware. This module allows for ease of data entry as well as inventory control.			\$5,562.00
	<ul style="list-style-type: none"> • Beneficial add on for use with in-house numbering system. OEM labels may be used effectively as well. • Simplifies inventory and intake processes for inventory items and storerooms. • Quickly scan incoming inventory with 2D or Symbology – Code 128 barcodes. • Reduces data errors that occur with any manual data entry process. • Print barcode labels for items, including labels for a range of items simultaneously. 			
	10% Item Discount (\$618.00)			
	FASTER (Code: 208)			

One-Time Subtotal	\$22,660.00
Discount	(\$13,853.50)

Annual Fees

Category	Item	Qty	Price	Total
SUPPORT and MAINTENANCE	Fuel Import Single Vendor Support and Maintenance Existing Customer	1	\$721.00	\$721.00
	Annual support and maintenance for fuel import for existing customer			
	FASTER (Code: 301ann)			
SUPPORT and MAINTENANCE	Single Vendor Site and Dispenser Support and Maintenance	1	\$515.00	\$515.00
	Annual support and maintenance for site and dispenser			
	FASTER (Code: 303ann)			
SUPPORT and MAINTENANCE	Dashboard Annual Support and Maintenance	1	\$2,060.00	\$2,060.00
	FASTER (Code: 207ncann)			
SUPPORT and MAINTENANCE	Barcoding Add-On Annual Support & Maintenance	1	\$1,236.00	\$1,236.00
	Annual recurring support and maintenance for barcode module			
	FASTER (Code: 208ANN)			

* Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.

Annual Support And Maintenance Subtotal	\$4,532.00
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FASTER Web Data Services



One-Time Fees

Category	Item	Qty	Price	Total
Service / Data	Migration Data Conversion	1	\$20,000.00	\$20,000.00
	The Migration Data Conversion Product is used for migrating data from FASTER Win to FASTER Web.			\$18,000.00
	<ul style="list-style-type: none"> Data Migration for FASTER Win Add-Ons are quoted individually and require an individual requirements scope Data Migration for FASTER Win Customizations are quoted individually and require an individual requirements scope 			
	10% Item Discount (\$2,000.00)			
	Faster Asset (Code: 408)			
	Base Price		\$20,000.00	\$20,000.00
			One-Time Subtotal	\$20,000.00
			Discount	(\$2,000.00)

FASTER Web Training

One-Time Fees

Category	Item	Qty	Price	Total
Training	System Overview Meetings (SOM)	1	\$3,300.00	\$3,300.00
	System overview meetings take place via live, remote web-based sessions. Either one or two overview meetings are conducted depending on the number of participants and availability.			
	Faster Asset (Code: 511a)			
Training	Configuration Training	1	\$3,300.00	\$3,300.00
	Configuration Training takes place via live, remote, web-based sessions. Up to three sessions are scheduled based on number of participants, customer availability, and if account coding configuration training is required.			
	Faster Asset (Code: 511b)			
Training	System Training/Go Live	1	\$0.00	\$0.00
	On Site Training - Go Live			
	Hands-on instructor led training at a single location for up to 20 attendees. Additional training sessions and instructors may be added at any time, if needed, up to 4 (four) weeks prior to go live date.			
	FASTER (Code: 512)			
Training	Asset Module Go Live Training Class	1	\$2,200.00	\$2,200.00
	4 Hour live training session with in person on site trainer			
	FASTER (Code: 512a)			



Category	Item	Qty	Price	Total
Training	Maintenance Module Go Live Training Class 4 Hour live training session with in person on site trainer FASTER (Code: 512b)	1	\$2,200.00	\$2,200.00
Training	Inventory Module Go Live Training Class 4 Hour live training session with in person on site trainer FASTER (Code: 512c)	1	\$2,200.00	\$2,200.00
Training	Fuel Module Go Live Training Class 1 Hour live training session with in person on site trainer FASTER (Code: 512d)	1	\$550.00	\$550.00
Training	Vendors & Accounting Module Go Live Training Class 1.5 Hour live training session with in person on site trainer FASTER (Code: 512e)	1	\$825.00	\$825.00
Training	Technician Module Go Live Training Class 2.5 Hour live training session with in person on site trainer FASTER (Code: 512f)	1	\$687.50	\$687.50[†]
Training	Technician Module Go Live Training Class II 2.5 Hour live training session with in person on site trainer. This is the second technician module class offered during the Go Live period for on site training. FASTER (Code: 512f2)	1	\$687.50	\$687.50[†]

One-Time Subtotal \$15,950.00

Summary

[†] Non-taxable item

Please contact us if you have any questions.

One-Time Subtotal \$108,445.00

Discount (\$20,637.00)

Total One-Time \$87,808.00 USD

Total Annual Support And Maintenance \$23,099.00 USD



Cost Breakdown

Category	One-Time Fees	Annual Fees
SETUP / INTERFACE	\$24,660.00	—
SUPPORT and MAINTENANCE	—	\$23,099.00
Service / Data	\$20,000.00	—
Training	\$15,950.00	—
LICENSE	\$47,835.00	—
Discount	(\$20,637.00)	—
Total	\$87,808.00 USD	\$23,099.00 USD



- The *FASTER* Web Upgrade & Support fee will be due upon software delivery of *FASTER* Web. Any months remaining on *FASTER* Win support will be deducted from the first year fee.
- 3% annual increase for recurring fees after the initial term is completed
- Cancellation of service prior to term expiration will result in an early termination fee equal to 85% of the recurring fees for the remaining term period.
- Hourly database backups (secure, offsite location) will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency.
- Complete database recovery backups are available for 14 (fourteen) days.

Legacy Data Preparation and Cleanup

FASTER Asset Solutions always recommends that customers confirm that all legacy system data is current, accurate, and in good order. Data maintained in good order from previous systems will not typically require any corrections and can be imported effectively and efficiently into the *FASTER* Web product without issue. In the event that there are legacy data issues that require correction by the customer, *FASTER* Web consultants will support those efforts for our customers by providing guidance and advice.

GENERAL AGREEMENT

TT FASTER LLC, dba *FASTER* Asset Solutions, hereinafter referred to as "*FASTER*," and the City of Fargo, ND, hereinafter referred to as "Customer," agree to the following terms and conditions as detailed below and in the attached Schedules A-E (collectively, the "Agreement"), which are as follow:

- Schedule A: Statement of Work
- Schedule B: Software Upgrades & Support Agreement
- Schedule C: Software License Agreement
- Schedule D: Cloud Service Level Agreement (SLA)
- Schedule E: Pricing & Payment Terms

1. *FASTER* Web and Custom Deliverables:

- a. This Agreement may have custom deliverables, which are distinct and separate from *FASTER* Web. Custom deliverables, if any, will be listed in the Pricing & Payment Terms, attached as Schedule E. There are also several add-on products to *FASTER* Web that may be identified in Schedule E and licensed separately.

Whatever add-ons, custom deliverables and converted data are listed in Schedule E as work product will be deployed together through a "Soft Go-Live" instance. If there is additional work product that is to be delivered separately (after the initial Go-Live) that will be specifically listed in Schedule E. The Soft Go-Live instance is tested in the *FASTER* datacenter and then deployed to Customer's single environment that serves as Customer's test environment during the implementation and will become the production environment upon Go-Live. This permits Customer to perform whatever tests it deems necessary in the later environment to which it will have access. Customer having one environment through the life of the implementation that will be promoted to the production environment is a critical aspect of quality control that is a distinctly important part of the *FASTER* Web implementation process.

- b. Integrations & Business Intelligence Work Approvals & Testing:

All solutions, processes, and custom deliverables will be documented in the Statement of Work, which will be confirmed by both parties at the time of project kickoff.

- Post project kickoff change orders will be documented in writing and signed by both parties to confirm agreement.

Data Conversion Testing:

If data conversion services are included in Schedule E, the following will apply:

- i. *FASTER* will perform data validation testing.
- ii. *FASTER* will ensure the accuracy of the data *FASTER* loads into Customer's *FASTER* Web database against the data provided by Customer.
- iii. *FASTER* will confirm Customer's converted data meets the business rules of *FASTER* Web.

- iv. Once *FASTER* has completed data validation testing internally, *FASTER* will provide Customer a Soft Go-Live copy of the database that contains the data *FASTER* loaded.
- v. Customer may, at its discretion, perform any due diligence it deems necessary to validate this data.
- vi. *FASTER* will provide data validation test cases for Customer to use free of charge.
- vii. Any data defects Customer finds and reports during its Soft Go Live Data Conversion Testing that are the result of *FASTER*'s work will be corrected by *FASTER* at no charge to Customer.

2. Taxes

Prices and fees are exclusive of all federal, state, municipal, or other government, excise, sales, use, occupational, or like taxes now in force or enacted in the future and, therefore, prices are subject to an increase equal in amount to any tax *FASTER* may be required to collect, or pay, upon the sale or delivery of items purchased or licensed. If a certificate of exemption, or similar document, is available to exempt the sale from sales or use tax liability, Customer will provide *FASTER* with a copy of such certificate or document.

3. Proprietary Rights of *FASTER*

- a. **Nature of Rights and Title:** Customer recognizes that all computer programs, system documentation, and other materials supplied by *FASTER* to Customer are subject to the proprietary rights of *FASTER*. Customer agrees that the programs, documentation, and all information or data supplied by *FASTER*, in machine-readable form are trade secrets of *FASTER*, are very valuable to *FASTER*, and that their use and disclosure must be controlled.

Title: *FASTER* retains title to and all intellectual property rights to all programs, documentation, information or data furnished by *FASTER*. Customer retains rights to the asset data related to its property, which is housed within the MSSQL database. Other aspects of that MSSQL database, such as database structure and database objects remain the proprietary property of *FASTER*.

Customer shall keep each and every item to which *FASTER* retains title free and clear of all claims, liens and encumbrances except those of *FASTER*. Any act of Customer, voluntary or involuntary, purporting to create a claim, lien, or encumbrance on such an item shall be void.

- b. **Restrictions on Customer Use:** The computer programs and other items supplied by *FASTER* hereunder are for the sole use of Customer and Customer's employees/agents.
 - i. **Competitive Uses:** Customer agrees that it will not directly or indirectly lease, license, sell, offer, negotiate, or contract to provide any software similar to that supplied hereunder to any third party. This clause, however, will not prohibit Customer from acquiring, for its own use, software from third parties. Customer agrees that it will not:

1. Copy or duplicate, or permit anyone else to copy or duplicate, any physical or electronic version of the programs, databases, documentation, or information furnished by *FASTER* (other than for internal backup purposes).
 2. Create or attempt to create, or permit others to create or attempt to create, by reverse engineering or object program or otherwise, the source programs, or any part thereof, from the object program or from other information made available under this Agreement (whether oral, written, tangible, or intangible). Customer may copy for its own use documentation and any other materials provided by *FASTER*.
 3. Modify or permit others to modify the system's database structure. Any such modifications will void *FASTER's* warranties and *FASTER's* obligation to provide Software Upgrades and Support pursuant to Schedule B.
- ii. Demonstrations. Due to the proprietary nature of *FASTER* Web, Customer agrees not to demonstrate or show *FASTER* Web to any competitors, or consultants that work with competitors, of *FASTER*.

c. Transfer/Expansion of Rights

Customer's rights to use the programs, documentation, and other materials supplied by *FASTER* under this Agreement shall not be assigned, licensed, or transferred to a successor, affiliate or any other person, firm, corporation, or organization voluntarily, by operation of law, or in any other manner without the prior written consent of *FASTER*, which shall not be unreasonably withheld.

d. Equitable Relief

If Customer attempts to use, copy, license, or convey the items supplied by *FASTER* hereunder in a manner contrary to the terms of this Agreement or in competition with *FASTER* or in derogation of *FASTER's* proprietary rights, whether these rights are explicitly herein stated, determined by law, or otherwise, *FASTER* may, in addition to other remedies available to it, seek equitable relief enjoining such action.

e. Binding Effect & Definitions

Customer agrees that this Agreement binds the named Customer and each of its employees, agents, representatives, and persons associated with it. This Agreement further binds each affiliated organization and any person, firm, corporation, or other organization with which Customer may enter a joint venture or other cooperative enterprise. The term employee means individual on whose behalf Customer withholds income taxes or makes contributions under the federal insurance contributions act or similar statutes in other nations.

5. Exclusion of Incidental, Consequential and Certain Other Damages

Neither *FASTER* nor its suppliers shall be liable for any special, incidental, indirect, punitive or consequential damages arising out of the use of or inability to use the *FASTER* software or its associated support services, or the provision of or failure to provide support services under this Agreement.

6. Limitation of Liability

Customer agrees that *FASTER's* liability to Customer or any third party due to negligent professional acts, errors or omissions or breach of contract by *FASTER* will be limited to an aggregate of *FASTER's* total fees.

7. Confidential Information

"Confidential Information" means any software provided by *FASTER* to Customer under this Agreement, the logon identifiers and passwords provided to Customer and its authorized users, materials marked confidential by Customer or *FASTER* and any other information conveyed under this Agreement in writing or orally that is designated confidential or by the circumstances in which it is provided reasonably would be considered confidential. Each party acknowledges and agrees that: (a) the Confidential Information constitutes trade secrets of the party owning such Confidential Information; (b) it will use Confidential Information of the other party solely in accordance with the provisions of this Agreement; and (c) it will not disclose, or permit to be disclosed, the Confidential Information of the other party to any third party without the disclosing party's prior written consent. Each party will take all reasonable precautions necessary to safeguard the confidentiality of the other party's Confidential Information including, at a minimum, those precautions taken by a party to protect its own Confidential Information of a similar nature, which will in no event be less than a reasonable degree of care. Confidential Information will not include information that is: (a) publicly available through no fault of the receiving party; (b) already in the other party's possession and not subject to a confidentiality obligation; (c) obtained by the other party from any source without breach of any obligation of confidentiality; or (d) independently developed by the other party without reference to the disclosing party's Confidential Information. Either party may disclose such Confidential Information as is required to be disclosed by order of a court or other governmental entity, provided reasonable notice is given to the party owning such Confidential Information so that such party may challenge the disclosure or obtain a protective order or other equitable relief. The obligations in this section as to Confidential Information shall continue for a period of five years following termination of this Agreement, including all renewal terms.

8. Term and Termination

The initial term of this Agreement shall be for five years from the Effective Date. After expiration of the initial term, Annual Software and Support (as outlined in Schedule B) shall automatically renew for successive one-year periods unless either party provides written notice of non-renewal at least 60 days prior to commencement of the applicable renewal term. The costs for Annual Software and Support in this Agreement will increase annually by the Consumer Price Index for the United States as published by the Bureau of Labor Statistics of the United States Department of Labor (capped at no more than 6% annually), or, if specified, by the amount identified in the pricing quotation. The parties will work in good faith to allow for each party to unwind this relationship if termination occurs.

a. Termination by *FASTER*

FASTER shall have the right, upon notice to Customer, to terminate this Agreement if: (a) Customer fails to pay *FASTER* any amount due hereunder and such failure to pay is not cured within 30 days following *FASTER's* notice to Customer of such breach; (b) Customer is in material breach of this Agreement, provided such breach is not cured by Customer within

30 days following *FASTER*'s notice to Customer of such breach; or (c) Customer (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

b. Termination by Customer

Customer will have the right, upon notice to *FASTER*, to terminate this Agreement if (a) *FASTER* is in material breach of this Agreement and *FASTER* fails to remedy such material breach within 30 days of its receipt of such notice; or (b) *FASTER* (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

c. Early Termination

Customer recognizes that pricing consideration is given for multi-year term agreements. In the event that Customer elects to cancel the Agreement without cause prior to the completion of the initial term, Customer agrees to pay 85% of the unbilled portion of the Agreement for the remaining term.

9. General

a. Agreement Modifications

This Agreement can be modified only by a written agreement duly executed by persons authorized to sign agreements on behalf of Customer and of *FASTER*. Any variance from the terms and conditions of this Agreement in any order or other written notification from Customer will be of no effect unless agreed to in writing by *FASTER*.

b. Entire Agreement

This Agreement constitutes the entire agreement among the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any party except to the extent incorporated in this Agreement.

c. No Other Warranties outside of this Agreement

EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, *FASTER* DISCLAIMS ALL WARRANTIES WITH REGARD TO THE *FASTER* PRODUCT SOLD HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MARKETABILITY AND FITNESS AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF *FASTER* FOR DAMAGES INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE SYSTEM.

d. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or non-enforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

e. Force Majeure

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if the delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, government restrictions, wars, insurrections, pandemics or any other causes beyond the reasonable control of the party whose performance is affected.

f. Limitation Period (3 years)

No action, regardless of form, arising out of this Agreement may be brought by either party more than three (3) years after the cause of action has arisen, or, in the case of non-payment, more than three (3) years from the date of the last payment.

g. Asset Count

FASTER reserves the right to periodically and reasonably confirm Customer's Standard Active Asset and Non-Standard Active Asset counts. Customer will reasonably cooperate with *FASTER* in the asset count confirmation process. Should those counts exceed the number of active assets licensed by Customer, *FASTER* reserves the right to bill Customer for those excess assets at the applicable additional asset rate noted in Customer's Statement of Work (SOW), Pricing & Payment Terms.

h. Public Agencies

With *FASTER*'s approval, this Agreement may be extended for use by other municipalities and government agencies of any state. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, and/or rules and regulations of the respective political entity. Special discount(s) provided to Customer will not necessarily apply to other customers. Customer does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

i. Governing Law

This Agreement will be governed by the laws of the Commonwealth of Virginia. Customer acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Further, Customer agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

AGREED TO:

Customer: City of Fargo, ND	TT FASTER LLC DBA <i>FASTER</i> Asset Solutions:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Schedule A: Statement of Work

1. SERVICES

- a. Orders for Services.
 - i. *FASTER* will provide and make the Services available to Customer in accordance with the terms and conditions of this Agreement and any applicable written Quote signed by all parties, which becomes an Order.
 - ii. In the event of a conflict between the terms of this Agreement and the terms of an Order, the terms of this Agreement will govern to the extent of the conflict unless the Order expressly states that it is intended to modify the conflicting terms of this Agreement, in which case the terms of the Order will govern to the extent of the conflict.
- b. Professional Services.
 - i. If specified in an Order, *FASTER* will provide Professional Services to Customer in accordance with this Agreement and the applicable Order.
 - 1. Data Extraction Support Services – optional add on service to support Customer with data extraction, mapping, and database population from existing database to *FASTER* Web MSSQL staging database.
 - ii. *FASTER* will own any improvements, enhancements, configurations, or other derivative works to the Cloud Services made by *FASTER* in connection with the Professional Services.
- c. Training Services.
 - i. *FASTER* shall provide training services via live, instructor led web-based internet sessions, live in person sessions, and via collateral materials for self-directed customer training. All training options shall include the instructional materials provided.
 - ii. Training may include some or all of the following training; supervisory and administrative functions, technicians, train the trainer, operators, and other identified customer representatives.
 - iii. All quotes for training options and/or combinations will be delivered in writing and only executed with Customer's authorized signature. Onsite training is recommended at key intervals based on customer need and/or deployment complexity. *FASTER* will provide quotes for onsite training as requested and/or as recommended at *FASTER*'s then-current rates (unless specified in an Order. otherwise) plus travel expenses, which include airfare, ground transportation, parking, lodging, per diem, and administrative expenses.
- d. Implementation/Configuration Services.
 - i. *FASTER* shall provide Customer with account setup information within fourteen (14) days of the effective date of Order.
 - ii. To permit *FASTER* to perform historical data import, Customer shall provide *FASTER* with any requested configuration information and a copy of the Customer *FASTER* Win database and/or other external database as applicable. This typically is provided within twenty (20) business days of the applicable Order's effective date, or at a date mutually agreed upon within the project plan.
- e. Custom Work

- i. This Agreement may have custom work product, which is distinct and separate from the *FASTER* Web services and software. Custom work, if any, will be listed in Schedule E, or within a subsequent order document.
 - ii. There are also several software products that are licensed separately. Therefore, if the product is not specifically listed in Schedule E, no license rights are conveyed.
 2. PROJECT MANAGEMENT.
 - a. Project Managers.
 - i. Each party shall, throughout the Term, maintain within its organization a project manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding the Services.
 - ii. Each such project manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement.
 - iii. Customer's project manager will assist with scheduling and coordinating training sessions and other requests Customer may have for the Services.
 - iv. Each party shall ensure its project manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity.
 - b. Delays in Performance.
 - i. *FASTER* shall not be deemed in breach of its obligations under this Agreement or otherwise liable if *FASTER*'s performance of its obligations under this Agreement is prevented or delayed by the unavailability of Customer's data, to include, but not be limited to, an existing *FASTER* Win database or other existing database.
 - ii. Additionally, *FASTER* will not be considered in breach of its obligations due to Customer delays with respect to configuration decisions, training scheduling, assigned project task completion, differences in the descriptions of the fleet as provided by Customer, or any other act or omission of Customer, its project manager, or any other of its agents, subcontractors, consultants or employees.
 - iii. *FASTER*'s obligation to perform will be extended by the same number of days as Customer's contingent action is delayed plus additional coordination time that results from these delays.
 - iv. *FASTER* will always work to minimize delays and partner with the Customer to address solutions if and when these situations occur.
 3. *FASTER* Web Application
 - a. One instance of the *FASTER* Web application with one database is included.
 - b. Unlimited user access (named accounts) is included.
 - c. *FASTER* Fleet Management Dashboard includes 8 Key Performance Indicator (KPI) Charts, as Module landing page charts.
 - d. MODULES
 - i. Assets
 - ii. Inventory
 - iii. Maintenance
 - iv. Fuel
 - v. Accounting
 - vi. Vendors
 - vii. Reports
 - e. Technician Workstation
 - f. Customer Portal
 4. SELECTED (OPTIONAL) SOFTWARE COMPONENTS

- a. Selected software add-on components as indicated in the Order.
 - b. Selected components are not included in the standard *FASTER* Web Application and are priced separately for initial and ongoing recurring fees.
5. Application Programming Interface (API) (OPTIONS)
- a. Communication protocol that allows communication between *FASTER* Web and specifically identified application. Includes all required definitions and protocols to communicate with external application as identified. Includes updates to the API if required due to definition or protocol changes.
 - i. Integrations Web Service API to retrieve, create, update, and delete API data is included with any purchased API. The Integrations Web Service returns setting values from the integration console and captures the execution history by status.
 - ii. Health Web Service API included with any purchased API option. Confirms user authentication and communication success, and provides diagnostics information for troubleshooting communication activity.
 - b. Maintenance Repair API
 - i. Retrieve work order and direct charge repair information from *FASTER* Web
 - c. Asset Alerts API
 - i. Retrieving and creating alerts from telematics vendor for assets in *FASTER* Web once per hour.
 - ii. Create one or more alerts for an asset or a collection of alerts for an asset in *FASTER* Web.
 - d. Asset Locations Web Service API
 - i. Create GPS location record for an Asset in *FASTER* Web from an external automated vehicle location/GPS vendor.
 - ii. One or more new location records are created once per hour per asset.
 - e. Inventory Orders and Invoices API
 - i. Import invoices into *FASTER* Web based on received date
 - ii. Import orders and line items by status and date
 - iii. Import orders and line items by Vendor Name, Vendor Code, and Purchase Order Number
 - iv. Create orders and order line items (optional parameter)
 - v. Deletes orders and order line items.
 - f. Inventory Item Request Web Service API
 - i. Retrieve item requests and create item request messages.
 - ii. Item requests include Storeroom, Begin and/or End Date and Offset
 - iii. Item Request Messages for technician include Item Request Identifier (unique), Message Subject, Message Body
 - g. Asset Meter Readings Web Service API
 - i. Create meter readings for each asset in *FASTER* Web daily per asset from external vendor data feed.
 - h. Purchase Orders Web Service API
 - i. Import one or more Purchase Orders that match the given Vendor Names, Vendor Codes and Purchase Order Numbers.
 - ii. Create one or more purchase orders and budget line items for purchase orders.
 - i. Process Billing Automation Web Service API
 - i. Auto create date specific billing statement in *FASTER* Web
 - j. Asset Birth Certificate Web Service API

- i. Retrieves and updates Assets in *FASTER Web*.
 - ii. Parameters include current Asset Status, date, VinSerial, License, Asset Number, and Organization.
- 6. Integrations (OPTIONS)
 - a. Asset Alerts Import
 - i. Import telematics alerts such as, but not limited to, Diagnostic Trouble Codes (DTC), fault codes, inspection comments from external vendors.
 - b. Asset Locations Import
 - i. Latitude and longitude GPS data points imported from Automated Vehicle Locator system and displayed on *FASTER Web*'s map
 - ii. Fixed location and ignition status at time of import to be used to track parked vehicle locations.
 - iii. Requires vendor provided flat file that contains all required data or *FASTER Web* can fetch data via an APIs using SOAP-based web services or RESTful-based APIs
 - c. Asset Meter Readings Import
 - i. Import cumulative asset meter readings available from vendor into *FASTER Web*.
 - ii. Supported meter types that may be imported include Miles, Hours, PTO, Engine Idle Hours, etc.
 - iii. *FASTER Web* can fetch meter data from external vendor APIs using SOAP-based web services or RESTful-based APIs. Flat files with conforming data structure can be imported as well.
 - d. Single Vendor Fuel Import
 - i. Import fuel usage data by asset from a Fuel System Vendor (FSV).
 - ii. Live production export flat files including the complete disbursement transaction data from Fuel System Vendor are required for import.
 - e. Fuel Dispenser Integration
 - i. Allows *FASTER Web* users to track the individual fuel site and/or dispenser source.
 - ii. Allows configuration to track Inventory Items so fuel imports deplete quantity from inventory.
 - f. VIN Decoder
 - i. Scan or manually enter a VIN into *FASTER Web* Create Asset and Select Asset processes.
 - ii. VIN decoded by the National Highway and Transportation Safety Administration (NHTSA).
 - iii. Automatically creates Table Look Up values, such as Make, if the value provided by NHTSA is not in *FASTER Web*.
 - iv. Decoded VINS trigger import of the following fields and pre-populate in *FASTER Web* "Create New Asset" function.
 - 1. Vehicle Make, Vehicle Model, Year, Drivetrain, Engine
 - v. Decoded NHTSA values not already in the system will automatically be added to the appropriate field list in Setup when saving the asset.
 - vi. NHTSA values are checked to confirm active status in *FASTER Web*.
- 7. Modules (OPTIONS)
 - a. Barcoding Add On
 - i. Software to scan and print 2D or Symbiology – Code 128 barcodes
 - b. Alert Filtering and Mapping Add On

- i. Automatically create pending repairs or service items
 - ii. Automatically send text or email custom notifications.
 - iii. Assign custom descriptions to alerts from vendor provided XML file
 - iv. Optional alert description reference mapping to SAE (Society of Automotive Engineers) codes with SAE subscription.
 - c. Dashboard Add On
 - i. Separate module with user definable views and settings
 - ii. 12 additional KPI (Key Performance Indicators) Charts
 - d. *FASTER* Web Inventory Import Utility (IIU)
 - i. Interface that enables the issuance of parts and credits to *FASTER* Web work orders.
 - ii. Supports import of Inventory (parts) data from parts or fluid vendor.
 - iii. IIU is incorporated directly in *FASTER* Web Integrations Module
 - iv. Configuration is done within the *FASTER* Web Integrations Module, results are imported directly into the module.
 - v. Scheduling frequency of import as often as every five minutes.
 - vi. Data is retrieved via an external vendor provided comma separated value (CSV) flat file from a designated file location or SFTP site.
 - e. Web-Based MotorPool Module
 - i. Software package to manage Asset Sharing, Asset Rentals and Asset Reservations for both attended and unattended motor pools
 - ii. Unlimited user access (named accounts)
 - iii. Workflow processes to manage customer and end user interaction, rate structures, multiple motor pool locations, and consolidated billing.
 - f. Key Box Integration
 - i. Required to integrate keybox hardware with *FASTER* MotorPool module. Includes keyfob tracking, dispatch and reservations without requiring an onsite attendant.
- 8. Exports (OPTIONS)
 - a. Asset Alert Results Export
 - i. Utility to export alerts from *FASTER* Web by status fixed or cleared status.
 - ii. Fixed Alert exports include Alert Status, Alert Code, Alert Description, Asset Number, VIN/Serial, Maintenance Shop, Maintenance Shop Description, Work Order, Repair Description, Technician Name, Date/Time Completed
 - iii. Cleared Alert exports include Alert Status (Cleared), Asset Number, VIN/Serial, Alert Code, Alert Description, Date/Time Cleared
 - b. Asset Birth Certificate Export
 - i. Utility to provide initial and ongoing data for new and updated assets related to: asset identification, acquire/dispose, engines, fuel types, and meters for consumption by external solutions.
- 9. Data Services (OPTIONS)
 - a. Data Extraction Mapping Tools
 - i. Option 1: Pre-designed MS Excel data mapping template
 - ii. Option 2: MSSQL Staging Database provided for mapping and populating existing data for migration
 - b. Level 1 Data Conversion and Testing

- i. Data conversion from existing database to *FASTER* Web database. Includes Asset/Equipment Birth Certificates, Parts Birth Certificates, Vendor Birth Certificates, Employees/Users Records.
 - ii. Data Validation testing conducted to confirm data conversion integrity.
 - c. Level 2 Data Conversion and Testing
 - i. Data conversion from existing database to *FASTER* Web database. Includes Fuel Transaction Details and Work Order Transaction Details
 - ii. Data Validation testing conducted to confirm data conversion integrity.
 - d. Level 3 Data Conversion and Testing
 - i. Data conversion from existing database to *FASTER* Web database. Includes Inventory Orders/Receipt Transaction Detail, Chart of Accounts
 - ii. Functional stability testing conducted to ensure no data conflicts with *FASTER* Web table structure.
 - iii. Data Validation testing conducted to confirm data conversion integrity.
- 10. Implementation/Pre Go-Live Training Modules – training modules are continually enhanced and updated, examples of these modules are found below.
 - a. Maintenance Management Overview
 - b. System Configuration for *FASTER* Web system settings
 - c. Training Plan and Schedule for specific system users and job functions.
 - d. Live System Management Webinars: Assets, Inventory, Maintenance, Vendors, Reports, and Dashboards.
- 11. Go Live Training
 - a. Typically delivered on site during the first week *FASTER* Web is deployed and fully implemented.
 - b. Full system review followed by comprehensive sessions covering Setup of Users and Permissions; Inventory; Maintenance, Creating Work Orders; Fuel; Accounting; Vendors; Reports; and Technician Workstation.
- 12. Post Go-Live Training (OPTIONS)
 - a. Users are invited to attend scheduled *FASTER* Q&A topic focused sessions to get questions answered, learn best practices, and sharpen their *FASTER* Web skills. These are available for no additional charge for 12 months after Go-Live.
 - b. Add on programmed training packages are available at scheduled intervals (i.e., quarterly, semi-annually, and annually) after Go-Live. These packages include review and reinforcement, advanced specialty training, and new employee introductory training modules. Training packages are conducted both remotely and in person as required.
 - c. New manager training program modules are available to introduce Customer new hire management to the *FASTER* Web solution and provide understanding of the tools, capabilities and reporting analytics to replacement management personnel.

Schedule B: Software Upgrades & Support Agreement

1. Software Upgrades & Support will consist of: (i). Upgrades to the *FASTER* Web software and custom deliverables listed in any Statement of Work; (ii). Correction of defects to keep the software in conformance with the applicable user documentation; and (iii). Support listed in Section 4.
2. Software Upgrades:
 - a. Software upgrades are regularly scheduled and implemented by *FASTER* to all customers with current Software Upgrades & Support Agreements (i.e., it cannot have expired). After the initial term, Software Upgrades & Support will automatically renew unless Customer cancels per the termination provisions identified herein. Software Upgrades & Support provides the following upgrade benefits:
 - i. Upgrades to *FASTER* Web: Each new version release is included under this Agreement.
 - ii. Upgrades to Add-on Products and Customizations: All Add-on Products and customizations will be upgraded to function with new versions of *FASTER* Web.
3. Software Defects: Software Upgrades & Support covers issues or problems that are the result of verifiable, replicable errors (*FASTER* will use all reasonable means to verify and replicate) in the software ("Verifiable *FASTER* Defect"). An error will be a Verifiable *FASTER* Defect only if it constitutes a material failure by the software to function in accordance with the applicable software documentation. This documentation encompasses *FASTER* Web, and, if custom deliverables are included in Schedule E, the associated detailed Requirements Document.
4. *FASTER* Software Support Coverage and Policies

Overview

FASTER Support Services are set forth in this Software Upgrades & Support Agreement. During the term of this Agreement, *FASTER* will provide the following support services if the Licensed Software does not operate substantially in accordance with the documentation. Support will be handled via phone, email, and the internet when *FASTER* support personnel are not at Customer's site. The infrastructure for this plan is a request tracking system used to facilitate the process of tracking and resolving customer needs and issues. Every service request is logged into the system and is accessible by *FASTER* support representatives.

- Full-service support hours are weekdays from 7:30 AM – 6:00 PM Eastern Time, except for holidays.
- On call support personnel are available 24/7/365 to handle Urgent and High severity issues outside of standard business hours.
- All support cases are entered in the *FASTER* tracking system, assigned a case number, and documented via email with a response and case number sent to Customer.

Assignment of Service Request Severity

When Customer has opened a service request and reaches customer support, the *FASTER* associate will assess the severity of the request based on Customer's description of the issue.

Table 1 below describes the definitions used in identifying and assigning a severity level to Customer's reported issue for the *FASTER* Web cloud-based solution.

Severity Level	Criteria
Urgent	<ul style="list-style-type: none"> Customer's production system is down due to an issue with a <i>FASTER</i> product. <i>FASTER</i> product is unusable resulting in total disruption of work or other critical business impact. No workaround is available
High	<ul style="list-style-type: none"> Major feature/function failure Operations are severely restricted A workaround is available
Medium	<ul style="list-style-type: none"> Minor feature/function failure Product does not operate as designed, minor impact on usage, acceptable workaround deployed
Low	<ul style="list-style-type: none"> Minor issue Documentation, general information, enhancement request, etc.

Response and Resolution Targets

FASTER Support response and resolution targets are described below:

Response: When *FASTER* Customer Support receives a support request, a support engineer will provide feedback to Customer that the request has been logged and assigned to the appropriate resource. The support team will work as efficiently as possible with Customer to ensure a **clear understanding of the issue, and, where applicable, attempt to reproduce or identify from the system log the issue.**

FASTER offers the option to submit support requests in three ways: via our web portal, direct email to support@fasterasset.com, or via our phone support line.

Severity Level	Target Response	Target Resolution	Solution (1 or more of the following)
Urgent	1 Business Hour	Within 4 hours from actual response	<ul style="list-style-type: none"> Satisfactory workaround is provided Product patch is provided Fix incorporated into future release Fix or workaround incorporated into Solution Library
High	4 Business Hours	Within 36 hours from actual response	<ul style="list-style-type: none"> Satisfactory workaround is provided Product patch is provided Fix incorporated into future release

			<ul style="list-style-type: none"> • Fix or workaround incorporated into Solution Library
Medium	1 Business Day	Within 5 Business Days	<ul style="list-style-type: none"> • Answer to question is provided • Satisfactory workaround is provided • Fix or workaround incorporated into Solution Library • Fix incorporated into future release
Low	1 Business Day	Within 10 Business Days	<ul style="list-style-type: none"> • Answer to question is provided through FAQ, Knowledge Base, or through trained customer subject matter experts (SME) • Fix or workaround incorporated into Solution Library

Assignment of Service Request Status

When a customer contacts *FASTER* Customer Support and requests help to resolve a question or an issue, a service request is opened. The following table describes the possible status that may be assigned to a service request.

Status	Criteria
Open/In-Process	A service request has just been submitted. It may be assigned to an individual or a queue. <i>FASTER</i> has responded to Customer regarding receipt of the service request and is actively pursuing a resolution.
Waiting on Customer	<i>FASTER</i> is not actively working on the resolution of the service request. Generally, this is due to information pending from the submitter of the service request to be able to clearly understand, have the ability to reproduce or identify from the system log the issue at hand. However, service requests may be put on hold for other reasons as well.
Active	<i>FASTER</i> has identified the issue and is actively working on a resolution, but the issue requires additional activities, such as, but not limited to, development, integration, third-party discussions, and additional Customer department interaction. <i>FASTER</i> will regularly provide status updates and expected resolution timelines to the customer.
Closed	<p>Closed status reflects that:</p> <ul style="list-style-type: none"> • Customer and <i>FASTER</i> agree that a satisfactory resolution has been provided, or • Customer understands that there is not a solution to the issue at hand, and the issue is not a result of a product defect, or • <i>FASTER</i> has made multiple attempts to contact Customer that opened the log and Customer has not responded. <p>Electronic service requests (Web, e-mail) may be closed when <i>FASTER</i> Professional Services has provided an electronic reply with a high degree of confidence that the reply will resolve the issue or answer the question.</p>

Networking, hardware and installed software at the site are the sole responsibility of Customer and are not covered in Support Services. Customer misuse or unauthorized use of Licensed Software or Mobile Modules also is not covered in Support Services.

5. Training is provided as requested by Customer. Options for training include initial "Go-Live Training," remote, web-based training, regional training sessions, progressive system administrator training, and onsite, in person training. Each option will be quoted, in writing, for Customer's review. Once accepted, the account management team will coordinate scheduling at the earliest mutually acceptable date.
6. Customer's Responsibilities:
 - a. Customer's representative(s) must be qualified and authorized to communicate all necessary information.
 - b. Customer accepts sole responsibility for any compatibility problems between the *FASTER* Web software and any other application software or non-current software programs not maintained or supported by *FASTER*.
 - c. Provide all relevant information and supporting details necessary to clarify support issue(s).

Term:

A lapse in Software Upgrades & Support is defined as non-payment for 60-days. Customers who enter delinquent status may be subject to suspension of some or all services, including, but not limited to support, product updates, or access to cloud-based services. Removal of delinquent status will be at *FASTER*'s discretion and may require a penalty payment and/or increase in recurring service costs.

A customer may, at any time, license other *FASTER* software that will also have a Software Upgrades & Support fee. There will be an additional Software Upgrades & Support fee due at the time of licensing the additional software based on the associated licensing fee. Recurring service fees may be pro-rated to reflect term agreement pricing as is applicable.

Schedule C: Software License Agreement

1) Scope of License

a) Grant:

Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, *FASTER* grants Customer a personal, non-exclusive, non-transferable, non-sublicensable, limited license for its Authorized Users to use the Licensed Software on behalf of Customer solely during the subscription term set out in Schedule E: Pricing & Payments Terms (including all orders and/or addenda accepted following execution of this Agreement, which shall be incorporated automatically into Schedule E at the time of acceptance) and for Customer's internal business purposes in accordance with the Documentation. Under the foregoing license, Customer may either (a) install and/or host the Licensed Software on *FASTER's* hosting provider's hardware, as agreed by the Parties in Schedule E; (b) install and/or host the Licensed Software on Customer's, or its designated contractor's, hardware and in the number of copies of the Licensed Software permitted in Schedule E (or other licensing metric set forth therein, as applicable); or (c) any combination of the foregoing (a) and (b).

- b) Limitations. Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the license granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by Schedule E or by the Documentation; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part, other than as permitted by this Agreement; (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (j) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to *FASTER's* commercial disadvantage.

2) SaaS Services.

- a) **Access.** Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, *FASTER* will provide Customer's Authorized Users a personal, non-exclusive, and non-transferable right to access and use the Licensed Software on behalf of Customer solely during the subscription term set out in Schedule E and for Customer's internal business purposes in accordance with the Documentation. *FASTER* shall host the Licensed Software on *FASTER*'s hardware, during the Access Term, as agreed by the Parties in this Agreement.
- b) **Acknowledgment.** Customer acknowledges and agrees that this Agreement and the rights provided pursuant to this Section 2 is a services agreement and *FASTER* will not be delivering copies of the Licensed Software to Customer or its Authorized Users as part of the SaaS Services.
- c) **Proprietary Rights.** Customer acknowledges and agrees that the Licensed Software and any necessary software used in connection with the services provided under this Agreement contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Customer further acknowledges and agrees that the content or information presented to the Customer through the services provided pursuant to this Agreement may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except where expressly provided otherwise by *FASTER*, nothing in this Agreement or Documentation shall be construed to confer any license to any of *FASTER*'s intellectual property rights, including, but not limited to, the Licensed Software, whether by estoppel, implication, or otherwise.
- d) **Limitations.** Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the access and use granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by Schedule E and the Documentation; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part; (h) rent, lease, lend, sell, license, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether on a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-

sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (j) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to *FASTER's* commercial disadvantage.

3) The term of this license or subscription will, unless written notice of termination is given at least 60 days prior to the end of the then-current term, automatically renew at the end of each term for a subsequent term equal in duration to the original term.

4) Environment:

Customer understands that it may use the Licensed Software in a single environment. In this Agreement, an "environment" is defined as a single installation (instance) of the Licensed Software and one *FASTER* Web database.

a) **SINGLE *FASTER* TEST/PRODUCTION ENVIRONMENT:** In order to minimize costs, as well as control quality and reduce risk, there will only be one environment through the implementation process. This environment, upon installation and during implementation will be the test environment on which all tasks (system overview, configuration, testing, training, etc.) will be performed. Upon loading a final Go-Live database, this test environment will then be promoted to become the production environment.

b) **OTHER TEST OR DEVELOPMENT ENVIRONMENT/S:** Customer may request a separate test or development environment for other purposes (e.g., during the implementation or after Go-Live) with the additional license and annual support fees outlined in Schedule E.

5) Software Modifications:

Customer may not modify the Licensed Software, including, but not limited to, reverse engineering of any component of the Licensed Software in order to perform any such modifications. Should Customer violate this provision, all warranties associated with the Licensed Software are null and void.

Schedule D: Cloud Service Level Agreement (SLA)

1. Administration:

FASTER will issue to Customer's designated "Administrator" an individual logon identifier and password ("Administrator's Logon") for purposes of Customer administering the *FASTER* Web software. Using the Administrator's Logon, the Administrator shall assign each remaining Authorized User a unique logon identifier and password and assign and manage the business rules/permissions that control each such Authorized User's access to the *FASTER* Web software. Customer shall use commercially reasonable efforts to ensure that each Authorized User will: (a) use a logon identifier to access all areas of the system and not allow the system to be accessed without a logon identifier; (b) not disclose his/her logon identifier to any person or entity; (c) not permit any other person or entity to use his/her logon identifier and (d) use the *FASTER* Web software solely in accordance with the terms and conditions of this Agreement.

2. Database Backups

An incremental backup of the database to a local drive will occur hourly. And a full backup will occur nightly. Both the hourly and nightly full backups will be stored offsite.

3. Database Rights and Access:

3.1 Data Rights: Customer maintains full rights to its data contained in the database upon termination of this Agreement.

3.2 Access to Database: Unless Customer purchases the optional "Database Access," Customer will not have access to the database or database server (e.g., to run queries directly against the database). However, Customer will have access to download a copy of the database backup file on a regular basis. In addition, through the user interface of *FASTER* Web, Customer will have access to the business intelligence built into *FASTER* Web to search data, run reports and view data in dashboards.

4. Cloud Service Level Agreement:

4.1 Availability: *FASTER* shall maintain a datacenter adequate to make *FASTER* software available to Customer twenty-four (24) hour per day, seven (7) days per week (excluding scheduled maintenance) with service availability of not less than 99.9% (the "Service Level Commitment") calculated as specified below.

4.1.1 Formula. The *FASTER* software will, subject to the exceptions listed below, be available for a percentage of each calendar month at least equal to the Service Level Commitment. The availability of the *FASTER* software for a given month will be calculated according to the following formula (referred to herein as the "Availability"):

Where: Total minutes in the month = TMM

Total minutes in the month the Service is unavailable = TMU

And: $((TMM - TMU) \times 100) / TMM = \text{Availability}$

- 4.1.2 For purposes of this calculation, the *FASTER* software will be deemed to be unavailable if application functions do not successfully complete. Further, the *FASTER* software will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth in Sections 4.1.3 and 4.1.4 below. *FASTER*'s records and data will be the sole basis for all SLA calculations and determinations.
- 4.1.3 Exceptions: (a). Maintenance performed at Customer's request outside of the normally scheduled maintenance will not be considered an outage. (b). The *FASTER* Web software will not be considered Unavailable for any outage that results from maintenance performed by *FASTER* of which Customer is notified 48 hours in advance and to which Customer does not reasonably object. (c). Downtime resulting from errors or issues created by Customer will not be included in the Unavailable total. (d). Should Customer opt to purchase access to the database, *FASTER* is not accountable for disruptions caused by Customer's actions related to database access.
- 4.1.4 The *FASTER* network extends to, includes and terminates at the datacenter located router that provides the outside interface of each of *FASTER*'s WAN connections to its backbone providers (referred to herein as the "*FASTER* Network"). The *FASTER* Web software will not be considered Unavailable for any outage unavailability due to (a) Customer's information content or application programming, acts or omissions of Customer or its agents, (b) failures of Internet backbone itself and the third-party network by which Customer connects to the Internet backbone or any other network unavailability outside of the *FASTER* Network; (c) delays or failures due to circumstances beyond *FASTER*'s reasonable control that could not be avoided by its exercise of due care; or (d) any other outage or downtime outside the *FASTER* Network.
- 4.2 Remedies: Subject to the exceptions provided for in this SLA, Customer will have the rights set forth below.
- 4.2.1 If the total Availability (as calculated in Section 4.1 above) for a given month is (a) below the Service Level Commitment and greater than or equal to 99.5%, Customer will receive three (3) Service Credits; (b) below 99.5% and greater than or equal to 99.0%, Customer will receive ten (10) Service Credits; and (c) below 99.0%, Customer will receive fifteen (15) Service Credits. Notwithstanding the foregoing and in lieu of the preceding Service Credits, any continuous outage of more than twenty-four (24) hours shall automatically result in a total of one month's value of Service Credits. If Service Level Commitment is not met for a second time in a thirty (30)-day period, then Customer shall be entitled to receive at Customer's election, either (i) another month's value of Service Credits, or (ii) the right to terminate this Cloud Service Level Agreement.
- 4.2.2 For purposes of this SLA, a Service Credit will be deemed to be an amount equal to 1/30th of the monthly fee for the cloud services to Customer (herein referred to as "Service Credit"). Service Credits will be recognized for billing purposes in the month following the month giving rise to such Service Credits. All Service Credits will be calculated assuming a 30-day month. Except as provided above in Section 4.2.1 of this SLA, Customer's right to receive Service Credits will be Customer's exclusive remedy for *FASTER*'s failure to satisfy the Service Level Commitment.

4.2.3 Remedies will not accrue (i.e., no Service Credits will be issued and an outage will not be considered unavailability for purposes of this SLA) if Customer is in breach of its payment obligations either when the outage occurs or when the credit would otherwise be issued.

4.3. Performance: Customer understands that performance of the *FASTER* Web software is dependent on multiple factors, including, but not limited to, internet access speed, onsite network capabilities, user demand load, and hardware performance.

SCHEDULE E: PRICING AND PAYMENT TERMS

(Quote 890.5)

Payment Schedule

Migrating Customer

Standard Quote

MILESTONE	PAYMENT
Upon Purchase Confirmation	30% One Time Fees
Project Kickoff	20% One Time Fees
<i>FASTER</i> Web Delivery	30% One Time Fees and 100% of 1st Year Recurring Fees
Data Delivery and Go-Live	20% One Time Fees