

FARGO CITY COMMISSION AGENDA
Monday, July 22, 2024 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, July 8, 2024 and Special Meeting, July 15, 2024).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Findings of Fact, Conclusions and Order of the Board of City Commissioners of the City of Fargo, and Notice of Entry of Order for property located at 1011 University Drive North.
- 2. Findings of Fact, Conclusions and Order of the Board of City Commissioners of the City of Fargo for property located at 421 15th Avenue North.
- 3. 2nd reading, waive the reading and final adoption of an Ordinance Rezoning a Certain Parcel of Land Lying in Cityside Addition to the City of Fargo, Cass County, North Dakota.
- 4. Pledged securities of 6/30/24.
- 5. Site Authorizations for Games of Chance:
 - a. Fargo Angels Hockey at Radisson Blu.
 - b. Fargo Youth Hockey Association at Mexican Village.
 - c. Metro Sports Foundation at Xcalibur.
- 6. Applications for Games of Chance:
 - a. Knights of Columbus 4th Degree Assembly 788 for a raffle 1/1/25-1/31/25.
 - b. Vietnam Veterans of America Chapter #941 for a calendar raffle 9/2/24-9/30/24.
 - c. YMCA of the Northern Sky for a raffle and raffle board on 8/6/24.
- 7. Change Order No. 3 in the amount of \$43,767.00 and 3-calendar day time extension to the substantial completion date for Project No. NR-23-A2.
- 8. Negative Final Balancing Change Order No. 3 in the amount of -\$45,830.87 for Improvement District No. BN-22-L1.
- 9. Negative Final Balancing Change Order No. 5 in the amount of -\$53,038.91 for Improvement District No. BR-23-F1.
- 10. Final Balancing Change Order No. 2 in the amount of \$37,578.66 for Improvement District No. BN-22-G1.
- 11. Change Order No. 1 in the amount of \$85,460.30 and 6-calendar day time extension to the substantial and final completion dates for Improvement District No. BN-23-J1.

12. Change Order No. 2 in the amount of \$15,025.00 and 14-calendar day time extension to Phases 2 and 2A for Improvement District No. BR-24-B1.
13. Private Utility Relocation with Dakota Carrier Network in the amount of \$4,500.00 for Improvement District No. PR-24-A1.
14. Memorandum of Offer to Landowner for Permanent Easements (Street and Utility) and (Utility) with Grand 52, LLC (Improvement District No. PR-24-A1).
15. Sign Relocation for Improvement District No. PR-24-A1.
16. Bid award to Northern Improvement Company in the amount of \$3,768,706.31 for Improvement District No. BN-24-C1.
17. Termination of Encroachment Agreement with Park District of the City of Fargo for the Island Park Pool Bleachers.
18. Speed limit reduction along 32nd Avenue South and University Drive South.
19. Prequalification of eight vendors, as presented, for HVAC and Plumbing Services (RFP24229).
20. Items from the FAHR Staff meeting:
 - a. Receive and file General Fund – Budget to Actual through 6/30/24.
 - b. Receive and file General Fund - 2024 Year End Projections as of 6/30/24.
 - c. 2024 State Aid Award and subsequent budget adjustment for the Library.
 - d. Application for Bureau of Justice Assistance for FY24 for the Smart Re-entry Housing Demonstration Program by Fargo Cass Public Health.
21. Mutual Aid Agreement - Memorandum of Understanding with the City of West Fargo, ND Fire Department.
22. Change Order No. 2 in the amount of \$23,075.00 for Fire Station No. 8 (electrical construction contract).
23. Change Order No. 11 in the amount of \$1,736.00 for Fire Station No. 8 (general construction contract).
24. Change Order No. 12 in the amount of \$11,602.95 for Fire Station No. 8 (general construction contract).
25. Bid award for On-call Transportation Services with Doyle's Yellow Checker Cab, Inc. (RFP24232).
26. Notice of Grant Award with the ND Department of Health and Human Services for utilizing school-located clinics to boost childhood immunization rates (CFDA# 93.268).
27. Direct the City Attorney's Office to review and update Chapter 23 of the Fargo Municipal Code relating to the Electrical Code.
28. Community Development Block Grant (CDBG) and HOME Program Proposed Amendment to the 2023 HUD Action Plan.
29. Resolution approving Plat of Edgewood Estates Third Addition.

30. Resolution approving Plat of Agassiz First Addition.
31. Master Project Agreement with Core & Main LP and Sensus USA Inc. for Project No. WA2402
32. Bills.

REGULAR AGENDA:

33. Recommendation to deny the request for an extension to complete repairs on the dangerous building located at 1710 1st Avenue South.

PUBLIC HEARINGS - 5:15 pm:

34. **PUBLIC HEARING** – CONTINUE to 8/5/24 - Hearing to consider a Renewal Plan and Developer Agreement with JS2L Partners, LLP for the Tax Increment Financing District No. 2024-01 (600 block of 4th Street North); continued from the 6/10/24 Regular Meeting.
35. **PUBLIC HEARING** - CONTINUE to 9/3/24 Application for an ownership change for a Class “Z” Alcoholic Beverage License for Vault Partners LLP d/b/a Fort Noks located at 52 Broadway North.
36. **PUBLIC HEARING** – Application for a Class “CW” Alcoholic Beverage License for PKPham Inc d/b/a The Nail Company to be located at 2911 45th Street South; continued from the 5/28/24 and 6/24/24 Regular Meetings.
37. **PUBLIC HEARING** - Application for a Class “F” Alcoholic Beverage License for Martini Blu at the Grotto LLC d/b/a Martini Blu at the Grotto to be located at 3233 45th Street South; continued from the 6/24/24 Regular Meeting.
38. **PUBLIC HEARING** - Application for a Class “F” Alcoholic Beverage License for Dami & Company, LLC d/b/a SOHO23 to be located at 1450 25th Street South.
39. **PUBLIC HEARING** - Application for a Class “F” Alcoholic Beverage License for Guadalajara Mexican Restaurant, LLC d/b/a Guadalajara to be located at 1324 25th Avenue South.
40. **PUBLIC HEARING** - Application for an ownership change for a Class “AB” Alcoholic Beverage License for Demeske Enterprises d/b/a Tailgators Sports Café located at 1322 Main Avenue.
41. **PUBLIC HEARING** - Application for an ownership change for a Class “F” Alcoholic Beverage License for Mangos Inc. d/b/a Mangos located at 2901 Main Avenue.
42. **PUBLIC HEARING** - Consolidated Annual Performance Evaluation Report (CAPER) for the 2023 HUD Action Plan for the Community Development Block Grant (CDBG) and HOME Programs.
43. Presentation on the history of Tax Increment Financing (TIF).
44. Draft Ordinance aimed at abating the issue of nuisance vehicles.
45. Recommendation for appointments to the following Boards and Commissions:
 - a. Arts and Culture Commission.

- b. Historic Preservation Commission.
 - c. Native American Commission.
 - d. Board of Adjustment.
 - e. Renaissance Zone Authority.
46. Applications for Property Tax Exemptions for Improvements Made to Buildings:
- a. George and Lavonne Remme, 2317 11th Street South (5 years).
 - b. Wayne Lorshbough, 2416 33rd Street South (5 years).
 - c. David Peckskamp, 733 2nd Street North (5 years).
 - d. Greg and Joyce Olson, 2201 26 1/2 Avenue South (5 years).
 - e. Haven Homes, LLC, 403 8th Avenue South (5 years).
 - f. Teresa Nightengale, 2 North Terrace North, Unit 1 (5 years).
 - g. Britt Heidinger and Benjamin Melby, 1133 Broadway North (5 years).
 - h. Michael and Tamara Nienas, 1028 4th Street North (5 years).
 - i. Michael and Shawn Hagstrom, 1346 4th Street North (5 years).
 - j. Ariel Holbrook, 3115 22nd Street South (5 years).
 - k. Tamara and Glen Krogman, 1318 3rd Street North (5 years).
 - l. Mark Morrison, 1137 3rd Street North (5 years).
47. Liaison Commissioner Assignment Updates.
48. **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).**

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.

CITY ATTORNEY

Nancy J. Morris

ASSISTANT CITY ATTORNEYS

Ian R. McLean ▪ Alissa R. Farol ▪ William B. Wischer

①

July 18, 2024

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

RE: Dangerous Building located at 1011 University Drive North, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and approval are proposed Findings of Fact, Conclusions and Order, and Notice regarding the dangerous building proceeding for the property at 1011 University Drive North. At its July 8, 2024 meeting, the report presented by Shawn Ouradnik, city of Fargo Building Inspections Director, was approved by the Board. As such, the City Attorney's Office was directed to prepare the appropriate Findings of Fact, Conclusions and Order, and Notice.

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

Sincerely,



Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department

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

Property Address: 1011 University Drive North, Fargo, North Dakota

Property Owner: Philip H. and Martha A. Grotenhuis, Revocable Living Trust; subject to a contract for deed in favor of Terry L. and Linda S. Tegtmeier

A hearing was held before the Board of City Commissioners of the City of Fargo on the 8th day of July, 2024 regarding the property located at 1011 University Drive North, Fargo, North Dakota. Shawn Ouradnik, city of Fargo Building Inspections Director, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property. Terry L. Tegtmeier additionally appeared and provided testimony.

The Board heard the testimony offered by the Inspections Director and Mr. Tegtmeier, considered the reports, evidence, and other information presented, and hereby makes the following Findings of Fact:

FINDINGS OF FACT

1. That Philip H. and Martha A. Grotenhuis, Revocable Living Trust, subject to a contract for deed in favor of Terry L. and Linda S. Tegtmeier, are the owners of the following described real property located in the City of Fargo, County of Cass, and State of North Dakota:

Lot Three (3), Block Ten (10), Hobson's Subdivision Chapins Addition to the city of Fargo
Street address: 1011 University Drive North, Fargo, North Dakota, 58102
[hereinafter "Subject Property"].

2. That on February 1, 2024, Bill Thompson, Building Inspector for the city of Fargo, inspected the Subject Property and found the buildings, consisting of a two-story, wood-framed

former duplex house structure and a detached two-stall garage, to be dangerous buildings within the standards outlined in Article 21-04 of the Fargo Municipal Code and Section 111.1.5 of the International Property Maintenance Code concerning dangerous structures.

3. That the buildings are unsafe and dangerous in the following respects: (a) garage roof has collapsed and the pressure has pushed the walls apart; (b) south lower roof of the house is deteriorated and covered with a tarp; (c) areas of house have rotten or missing fascia and soffit; (d) broken windows; (e) exterior of house has areas of deteriorated trim and graffiti; (f) signs of squirrel infestation in roof and fascia of house; (g) house foundation has cracks and loose block; (h) water usage has been turned off since 2009; (i) electrical meters were removed in 2021; and (j) junk in ear yard.

4. That the following conditions exist concerning the Subject Property:

- a. The buildings are unsafe, fail to provide the amenities essential to decent living, and are unfit for human habitation; and
- b. The buildings are unsafe or dangerous to the health, moral safety, or general welfare of the people of the City of Fargo.

5. That the information in the files of the Inspections Department stemming from various inspections of the property on or before February 1, 2024, concerning the Subject Property is hereby accepted as true and correct.

6. That Notice of Dangerous Building was posted to the house and garage on the property on or about February 20, 2024, under Municipal Code § 21-0404. The Notice of Dangerous Building informed the owner and all occupants, if any, that the “dangerous buildings” must be vacated and secured, and the buildings must be demolished, or any necessary and valid permits be obtained within thirty (30) days from the date of the notice.

7. That on April 17, 2024, the owners applied for and were issued a Demolition Permit (Permit No. 2404-0509-DEM) to demolish and remove all debris and contents of the detached two-stall garage. The permit indicated that it would be void 60 days after issuance if this work had not

been completed. On June 19, 2024, an “Expired Permit Notice” was issued and served upon the owners informing them that the permit was voided due to incomplete work. The owners did not apply for a new permit to complete the work.

CONCLUSIONS AND ORDER

Based on the foregoing Findings of Fact, the Board of City Commissioners hereby makes the following Conclusions:

1. That the buildings located at 1011 University Drive North, Fargo, North Dakota 58102, are hereby found to be “dangerous buildings.”
2. That the owners or anyone claiming to have an ownership interest in said buildings have not sufficiently presented cause why the “dangerous buildings” should not be demolished.
3. That despite being ordered that the buildings on the Subject Property should be demolished, or necessary and valid permits be obtained within thirty (30) days of the notice, the owners or anyone else claiming to have an ownership interest in said building have failed to do so.

IT IS HEREBY ORDERED that Philip H. and Martha A. Grotenhuis Revocable Living Trust, subject to a contract for deed in favor of Terry L. and Linda S. Tegtmeier, or anyone else claiming an ownership interest, shall demolish the “dangerous buildings” and remove all building debris located at 1011 University Drive North, Fargo, North Dakota by September 6, 2024.

It is further ordered that if the owner fails to demolish said “dangerous buildings,” the City Auditor, Building Inspector, and City Attorney are directed to act on behalf of the city of Fargo to cause the “dangerous buildings” to be demolished, and the cost of said demolition to be assessed against the Subject Property as provided in Section 21-0405 of the Fargo Municipal Code.

DATED this _____ day of July, 2024.

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

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

ATTEST:

Steven Sprague, City Auditor

NOTICE OF ENTRY OF ORDER

TO: PHILIP H. AND MARTHA A. GROTENHUIS REVOCABLE LIVING TRUST,
SUBJECT TO A CONTRACT FOR DEED IN FAVOR OF TERRY L. AND LINDA S.
TEGTMEIER, AND ALL OTHER PERSONS HAVING INTEREST IN THIS PROPERTY
RE: PROPERTY AT 1011 UNIVERSITY DRIVE NORTH, FARGO, NORTH DAKOTA
58102

YOU ARE HEREBY GIVEN NOTICE that you shall have thirty (30) days from the date of service of Findings of Fact and Conclusions and Order of the Board of City Commissioners of the City of Fargo (“Order”) upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all under the appeal procedure outlined in Fargo Municipal Code § 21-0412. You are further given notice that the “dangerous buildings” on the Subject Property may be demolished by the city of Fargo at any time on or after September 6, 2024.

DATED this _____ day of July, 2024.

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

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

ATTEST:

Steven Sprague, City Auditor



OFFICE OF THE CITY ATTORNEY

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY

Nancy J. Morris

ASSISTANT CITY ATTORNEYS

Ian R. McLean ■ Alissa R. Farol ■ William B. Wischer

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July 18, 2024

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

RE: Findings of Fact, Conclusions and Order of the Board of City Commissioners of the city of Fargo regarding the Appeal of the Administrative Notices and Orders to Correct at 421 15th Avenue North

Dear Commissioners,

Enclosed for your consideration and approval please find the Findings of Fact, Conclusions and Order regarding the appeal of the Administrative Notices and Orders to Correct for the property located at 421 15th Avenue North that was heard during the Board's Special Meeting on July 15, 2024.

Suggested Motion: I move to approve the Findings of Fact, Conclusions and Order regarding the appeal of the Administrative Notices and Orders to Correct at 421 15th Avenue North, as presented.

Please feel free to contact Shawn or me should you have any questions, comments, or concerns.

Sincerely,

[Handwritten signature of Alissa R. Farol Czapiewski]

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department

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

A Special Meeting was held by the Board of City Commissioners of the city of Fargo (“City Commission”) on the 15th day of July 2024 regarding two (2) Administrative Notices and Orders to Correct (“the Notices and Orders”) by the Building Official issued to Dawn M. Novotny, aka Dawn M. Hanley, regarding her property located at 421 15th Avenue North, Fargo, North Dakota (“Subject Property”). The issue before the City Commission was whether the Building Official’s determinations in the Notices and Orders were proper under Article 13-09 of the Fargo Municipal Code. In other words, had Ms. Novotny violated Fargo Municipal Code § 13-0903(A), which states “[i]t shall be unlawful for any person to store, or permit the storage or accumulation of trash, rubbish, junk, junk automobiles or abandoned vehicles on any private property in the city of Fargo except within a completely enclosed building or upon the business premises of a duly licensed junk dealer, junk buyer, dealer in used auto parts, dealer in secondhand goods or junk gatherer.”

Shawn Ouradnik, city of Fargo Building Inspections Director, appeared on behalf of the city of Fargo Inspections Department and provided testimony. Ms. Novotny additionally appeared and provided testimony.

The Board heard the testimony offered by the Inspections Director and Ms. Novotny, considered the reports, evidence, and other information presented, and hereby makes the following Findings of Fact:

FINDINGS OF FACT

1. On Thursday, June 13, 2024, an Administrative Notice and Order to Correct, titled “Junk Removal Notice,” was mailed to Ms. Novotny, ordering that certain described “junk” and/or debris be removed under Article 13-09 of the Fargo Municipal Code by July 1, 2024.

Findings of Fact, Conclusions and Order
July 15, 2024, Appeal of Administrative Notices and Orders to Correct
Dawn M. Novotny, aka Dawn M. Hanley
421 15th Avenue North, Fargo, ND 58102

Section 13-0901(1) of the Fargo Municipal Code defines the term “junk” to “include, without limitation, trash, rubbish, parts of machinery or motor vehicles, unused furniture, stoves, refrigerators, or other appliances, remnants of wood, metal, or any other castoff material of any kind, whether or not the same could be put to any reasonable use.

Section 13-0901(7) defines the terms “trash” and “rubbish” to “include any and all forms of debris and waste material not herein otherwise classified.”

The description of the material to be removed in the Notice and Order included appliances, automotive parts, buckets, tarps, cinder blocks, totes, motorcycle parts, lumber, tires, carpets, windows, scrap metal, items stored on a trailer, and any other items that are not designed for exterior exposure or that could encourage infestation.

2. Also, on Thursday, June 13, 2024, an Administrative Notice and Order to Correct, titled “Vehicle Removal Notice,” was mailed to Ms. Novotny, ordering that certain identified “junk automobiles” be removed under Article 13-09 of the Fargo Municipal Code by July 1, 2024.

Section 13-0901(2) of the Fargo Municipal Code defines the term “junk automobiles” to “include, without limitation, any motor vehicle which is not licensed for use upon the highways of the state of North Dakota for a period in excess of 60 days, and shall also include, whether licensed or not, any motor vehicle which is inoperative for any reason for a period in excess of 15 days; provided that there is excepted from this definition unlicensed, but operative, vehicles which are kept as the stock in trade of a regularly licensed and established new or used automobile dealer.

The 2021 International Property Maintenance Code, adopted by reference in Article 31-01 of the Fargo Municipal Code, defines an “inoperative motor vehicle” as a “vehicle that cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.”

The description of the vehicles to be removed included a black Jeep Compass, silver Nissan Rogue, and green scooters, which were unlicensed and “inoperable” for a period in excess of 15 days. The Notice and Order also stated that if any or all of the vehicles listed remained on the

Findings of Fact, Conclusions and Order
July 15, 2024, Appeal of Administrative Notices and Orders to Correct
Dawn M. Novotny, aka Dawn M. Hanley
421 15th Avenue North, Fargo, ND 58102

property after the compliance date, the City of Fargo was authorized to remove them under Fargo Municipal Code § 13-09-07.

3. Ms. Novotny submitted her appeal of the Notices and Orders on June 19, 2024, under Section 13-0908 of the Fargo Municipal Code, which provided that if the property owner disagreed with the determination of the city and the notice of removal, the owner may appeal to the City Commission. Upon receipt of that notice to appeal (which was received by the city on June 19, 2024), the city sets a hearing date and time, not to exceed 30 days from receipt, at which time the City Commission will hear the appeal. A Notice of Hearing was mailed to Ms. Novotny by both regular U.S. mail and certified mail on July 2, 2024. A Special Meeting of the City Commission hearing was held on July 15, 2024, at 10:00 a.m. to hear the appeal.

4. City of Fargo Inspections Director Shawn Ouradnik presented a detailed factual recitation of the history of the Subject Property, and specifically, the items at issue in the Notices and Orders. Mr. Ouradnik also presented photographic evidence of a follow-up inspection performed on the Subject Property on the morning of the hearing (July 15, 2024), which revealed that the “junk” and “junk automobiles” remained.

5. Ms. Novotny attested that the silver Nissan Rogue is no longer on the Subject Property and that one of the scooters is licensed. She also stated that the black Jeep Compass is currently being worked on by her fiancé.

Findings of Fact, Conclusions and Order
July 15, 2024, Appeal of Administrative Notices and Orders to Correct
Dawn M. Novotny, aka Dawn M. Hanley
421 15th Avenue North, Fargo, ND 58102

CONCLUSIONS

The Board of City Commissioners of the city of Fargo considered all the evidence and hereby finds that Dawn M. Novotny, aka Dawn M. Hanley, property owner of 421 15th Avenue North, Fargo, North Dakota, violated Fargo Municipal Code § 13-0903(A), and consequently, the Building Official's determinations in the Administrative Notices and Orders to Correct ("Junk Removal Notice" and "Vehicle Removal Notice") were proper under Article 13-09 of the Fargo Municipal Code, and are therefore upheld. The City Commission found that the evidence from the Notices and Orders, along with the follow-up inspection and testimony from Mr. Ouradnik and Ms. Novotny, established that the "junk" and "junk automobiles" described in the Notices and Orders met the definitions under Sections 13-0901(1) and 13-0901(2) of the Fargo Municipal Code, as well as the definition of "inoperative motor vehicle" found in the 2021 International Property Maintenance Code, adopted by reference in Section 31-01 of the Fargo Municipal Code. Commissioner Piepkorn corroborated this finding stating that he had personally observed the "junk" and "junk automobiles" on the Subject Property.

ORDER

Commissioner Piepkorn moved that the Administrative Notices and Orders to Correct regarding the "Junk Removal Notice" and the "Vehicle Removal Notice" be upheld and that the described junk and junk automobiles be removed under Fargo Municipal Code Article 13-09 within ten (10) days.

Commissioner Kolpack seconded the motion. On a roll call vote, the motion was passed unanimously.

[Signatures on Following Page.]

Findings of Fact, Conclusions and Order
July 15, 2024, Appeal of Administrative Notices and Orders to Correct
Dawn M. Novotny, aka Dawn M. Hanley
421 15th Avenue North, Fargo, ND 58102

DATED this _____ day of July, 2024.

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

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

ATTEST:

Steven Sprague, City Auditor

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA



ORDINANCE NO. _____

1 AN ORDINANCE REZONING A CERTAIN PARCEL
2 OF LAND LYING IN CITYSIDE ADDITION
3 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

4 WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the
5 City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain
6 parcels of land lying in the proposed Cityside Addition to the City of Fargo, Cass County, North
7 Dakota; and,

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning
9 request on December 5, 2023; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on July 8, 2024,

11 NOW, THEREFORE,

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

13 Section 1. The following described property:

14 All of Cityside Addition to the City of Fargo, Cass County, North Dakota;

15 is hereby rezoned from “MR-3”, Multi-Dwelling Residential, District to “DMU”, Downtown Mixed
16 Use Residential, District.

17 Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his
18 office so as to conform with and carry out the provisions of this ordinance.
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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

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Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

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MEMORANDUM

TO: Board of City Commissioners
FROM: Steven Sprague, City Auditor
SUBJECT: Approval of Pledged Securities
DATE: July 17, 2024

North Dakota Century Code section 21-04-11 requires the approval of securities pledged as collateral for City funds deposited in various financial institutions if the deposited funds exceed the FDIC insurance limit of \$250,000. NDCC calls for re-approval on a semi-annual basis.

At this time, I would request City Commission approval of securities pledged as collateral. Amounts are summarized by financial institution as follows:

Wells Fargo BNY Mellon	\$ 21,213,194
Bank of North Dakota	\$ 11,248,861
US Bank (Letter of Credit)	\$ <u>5,000,000</u>
Total Pledged Collateral	\$ <u>37,462,055</u>

Detailed pledge security reports are attached for your review.

If you have any questions, please call me at 241-1301

Recommended Motion:

Approve the listing of pledged securities as of June 30, 2024.



BNY MELLON

Broker/Dealer Services
101 Barclay Street, 4th Floor East
New York, NY 10286

Date: 06/28/24

000845 XBGSCD91
ATTN: STEVEN SPRAGUE
CITY OF FARGO
225 4TH STREET NORTH
FARGO ND 58012-4817

Account Id: WUB366

Tax Id Number: 456002069

This advice is supplied as part of the Tri-Party Collateral agreement among the Customer, Wells Fargo Bank, N.A. and The Bank of New York Mellon. Any questions should be directed to Vinnette Frater, Senior Associate, BDS/Tri-Party Services, (973)569-2411.

As agent we confirm the following collateralized deposit information received from Wells Fargo Bank, N.A. as of close of business the last business day of the month.

Date: 06/28/24

The collateral segregated on your behalf on 06/28/24 is as follows:

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
3140KFPK5	FNMA FNMS 2.000% 11/01/50	8,766,139.00	5,222,330.17
54241INC3	LONG BEACH CAL 4.000% 08/01/45	250,000.00	254,543.33
57604TDE3	MASSACHUSETTS 4.000% 06/01/45	16,000,000.00	15,736,320.00
TOTAL MKT VALUE			21,213,193.50

**BNY MELLON****BROKER DEALER SERVICES DIVISION
PRICING, INDICATIVE DATA AND OTHER DISCLOSURES**

The prices of financial assets and indicative data reported or reflected in reports furnished by the Broker Dealer Services Division (BDS) of The Bank of New York Mellon (BNYM) generally are provided by data providers and ratings agencies ("vendors") used by BDS in the ordinary course of business. Trust receipts will be valued based on the face amount of the underlying financial assets, as set forth therein. Prices and indicative data are not independently verified, and may contain errors or omissions.

With respect to certain newly issued financial assets, if vendors do not provide prices, such financial assets will be valued at par or the new issue price for up to three business days. Thereafter, such financial assets will be valued at zero.

With respect to certain financial assets other than new issues, vendors may not provide prices and may not update prices previously provided on a regular basis. If vendors do not provide prices or update previously reported prices within three business days, such financial assets will be valued at zero, unless other arrangements are agreed in writing.

Notwithstanding the foregoing, certain hard-to-price, thinly traded or illiquid financial assets are valued monthly with no adjustment during the interim period (details are available upon request by contacting BDS).

Although BNYM will not utilize prices obtained from brokers or dealers in providing services, BNYM may obtain from any broker or dealer prices and other information and data such as offering memoranda, observable and non-observable information and assumptions in order to assist BNYM's vendors in determining prices of particular financial assets.

With respect to certain financial assets that are not widely held or regularly traded, vendors may report prices based on valuation models which reflect underlying non-observable assumptions that may not be accurate or complete and such models and/or prices may not be regularly adjusted.

The prices reported by BDS may differ from the prices reported or used by other divisions of BNYM or its subsidiaries or affiliates, and such differences may or may not be material. Margin values reported in connection with triparty transactions may differ from margin values used by BNYM for its own account or for the account of its subsidiaries, affiliates or other clients.

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets in default, provided that the prices of such financial assets are made available to BNYM by a vendor which BNYM uses generally for valuing such financial assets.



BNY MELLON

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets issued by your transaction counterparty or its subsidiaries or affiliates.

Average Traded Volume data is obtained from primary or secondary securities exchanges.

Market data, which is subject to availability, may or may not be current.

The information reported or reflected herein is proprietary to its suppliers and is for your internal use only. It may not be copied, reproduced, published, posted, transmitted, displayed, stored, modified, sublicensed, transferred, disclosed or distributed or used for any purpose without BNYM's express written permission or that of its vendors or other third parties, as applicable.

REPORTED PRICES, WHETHER PROVIDED BY VENDORS OR OTHERWISE OBTAINED AS DESCRIBED HEREIN, MAY NOT REFLECT THE ACTUAL AMOUNT THAT CAN BE REALIZED UPON THE SALE OF PARTICULAR FINANCIAL ASSETS.

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WATFORD CITY-FIRST INTL BANK
 STUART L. MCDANIEL
 PO BOX 607
 WATFORD CITY, ND 58854-0607

Internal USE ONLY
 Client Code: CFAR
 Client Name: CITY OF FARGO
 Retention Date: 03/01/2038
 As of 05/09/2024
 Page 1

Pledged Custody Holdings for Currency USD

Security Receipt	Trade Date	Cost Basis	Current Face Pldg	Original Face Pldg	Description	Rate, Maturity
043807DY9	10/20/2021				ASHBY MN IND SCH DIST GO	2.00, 02/01/2035
174037680					CITY OF FARGO	
Pledged (CFAR)	As of 06/20/2022		620,000.00			
115158DU8	01/31/2018				BROWERVILLE MN IND SCH DIST GO	
174023640					CITY OF FARGO	
Pledged (CFAR)	As of 10/31/2019		620,000.00			
3132CXED0	02/22/2024				FHLMC POOL SB1032 UMBS 15 YR	5.00, 03/01/2038
174045896					CITY OF FARGO	
*Pledged (CFAR)	As of 05/09/2024		2,416,861.10			
527860FY1	12/01/2016				LEWIS CNTY WA SCH DIST GO	4.50, 12/01/2037
175007045					CITY OF FARGO	
Pledged (CFAR)	As of 08/31/2018		1,000,000.00			
57582RG91	11/24/2020				MASSACHUSETTS ST REF GO	4.00, 11/01/2037
174033588					CITY OF FARGO	
Pledged (CFAR)	As of 03/20/2024		3,000,000.00			
820123JUM7	05/10/2018				SHARYLAND TX IND SCH DIST GO	4.50, 02/15/2031
174024218					CITY OF FARGO	
Pledged (CFAR)	As of 02/11/2020		500,000.00			
942170KW0	12/15/2017				WATERTOWN SD SCH DIST GO	4.00, 08/01/2028
174023080					CITY OF FARGO	
Pledged (CFAR)	As of 11/09/2021		960,000.00			
97705MMWNI	01/31/2022				WISCONSIN ST GO	4.00, 05/01/2039
174038734					CITY OF FARGO	
Pledged (CFAR)	As of 02/17/2022		2,000,000.00			
Pledged USD Par			11,116,861.10			
Pledged USD Orig Face			11,248,861.00			

*COLLATERAL ADDED

You are a valued customer of Bank of North Dakota.
 We sincerely appreciate your business!





Issue Date: May 1, 2024

LOC No.: 574190

Beneficiary: City of Fargo
225 4th St. N
Fargo, ND 58102-4817

Ladies and Gentlemen:

For the account of U.S. Bank National Association, CINCINNATI, OH, we hereby authorize you to draw on us at sight up to an amount of \$5,000,000.00.

This letter of credit is irrevocable, unconditional and nontransferable.

Drafts drawn under this letter of credit must be accompanied by the original letter of credit and be presented in substantially the form attached as Exhibit A, at the office identified below by an authorized officer of the beneficiary no later than 2:00 P.M., Cincinnati time, on Friday, November 01, 2024.

This letter of credit sets forth in full the terms of our obligations to you, and such undertaking shall not in any way be modified or amplified by any agreement in which this letter is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

We engage with you that multiple drafts drawn under and in compliance with the terms of this letter of credit will be duly honored at the Credit Department of the Federal Home Loan Bank of Cincinnati, 221 East Fourth Street, Cincinnati, Ohio 45202.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication 600.

Sincerely,

A handwritten signature in black ink that reads "Lisa Wishart".

Lisa Wishart
Vice President

A handwritten signature in black ink that reads "Markus Pepper".

Markus Pepper
Credit Operations Officer

c: Corinne M Yerigan O'Neil
U.S. Bank National Association



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

500

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

Full, Legal Name of Gaming Organization
Fargo Angels Hockey

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 Radisson Blu			
Street 201 5th Street N	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 8/5/2024	Ending Date(s) Authorized June 30, 2025	Number of Twenty-One tables, if zero, enter "0" 0	
Specific location where games of chance will be conducted and played at the site (required) Games will be located on the opposite side of the bathrooms.			
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 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 type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input 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 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 7/22/2024
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)

(56)

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

Full, Legal Name of Gaming Organization
Fargo Youth Hockey Association

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
Mexican Village

Street 3155 45th St S	City Fargo	ZIP Code 58104	County Cass
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Beginning Date(s) Authorized 07/22/2024	Ending Date(s) Authorized 06/30/2025	Number of Twenty-One tables, if zero, enter "0" 0
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Specific location where games of chance will be conducted and played at the site (required)
Within bar area.

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

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 type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input 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 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 07/22/2024

PRINT Name and official position of person signing on behalf of city/county above
Steven Sprague/City Auditor

INSTRUCTIONS:

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 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)

56

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

Full, Legal Name of Gaming Organization
METRO SPORTS FOUNDATION

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
XCALIBUR

Street 707 28TH ST N	City FARGO	ZIP Code 58102	County CASS
Beginning Date(s) Authorized 8/1/2024	Ending Date(s) Authorized 6/30/2025	Number of Twenty-One tables, if zero, enter "0" 1	

Specific location where games of chance will be conducted and played at the site (required)
MACHINES AND GAMING TABLES ARE PLAYED IN BAR AREA , EXCEPT THE 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 checked="" 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 checked="" 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 7/22/24
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 58505-0012



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (9-2023)

604

✓

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 <i>Knights of Columbus 4th Degree Assembly 788</i>		Dates of Activity (Does not include dates for the sales of tickets) <i>February 17, 2025</i>	
Organization or Group Contact Person <i>John A. Herlick</i>	E-mail <i>johnherlick@gmail.com</i>	Telephone Number <i>701 412 6776</i>	
Business Address <i>104 Meadowlark Lane N</i>	City <i>Fargo</i>	State <i>ND</i>	ZIP Code <i>58102-2160</i>
Mailing Address (if different) <i>604 Broadway</i>	City	State	ZIP Code

SITE INFO

Site Name <i>St. Mary's Cathedral Social Hall</i>	County <i>Cass</i>
Site Physical Address <i>604 Broadway</i>	City <i>Fargo</i>
State <i>ND</i>	ZIP Code <i>58102</i>

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 for every day of January 2025

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

Game Type	Description of Prize	Exact Retail Value of Prize
<i>Raffle</i>	<i>Cash</i>	<i>\$1390.00</i>
Total (limit \$40,000 per year)		<i>\$ 1390.00</i>

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
charities & 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: *\$1390.00* (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 <i>John A. Herlick</i>	Telephone Number <i>701 412 6776</i>	E-mail Address <i>johnherlick@gmail.com</i>
Signature of Organization Group's Permit Organizer <i>John A. Herlick</i>	Title <i>Raffle Chairman</i>	Date <i>July 17, 2024</i>



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (9-2023)

66



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 VIETNAM VETERANS OF AMERICA CHAPTER #941		Dates of Activity (Does not include dates for the sales of tickets) SEPT 2 - SEPT 30 2024	
Organization or Group Contact Person LARRY NICHOLSON	E-mail larrynicholson02@gmail.com	Telephone Number 701-412-17992	
Business Address 918 14th ST. S	City MOORHEAD	State ND	ZIP Code 56500
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name RAMADA INN	County CASS
Site Physical Address 3333 13th AVENUE 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.)
CALENDAR RAFFLE 9/2, 9/3, 9/4, 9/5, 9/6, 9/7, 9/9, 9/10, 9/11, 9/12, 9/13, 9/14, 9/16, 9/17, 9/18, 9/19, 9/20, 9/21, 9/23, 9/24, 9/25, 9/26, 9/27, 9/28, 9/30

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

Game Type	Description of Prize	Exact Retail Value of Prize
CALENDAR RAFFLE	DRAWING MON-FRI = \$30.00 DRAWING EACH SAT. \$100.	\$1,450 pay out
	Total (limit \$40,000 per year)	\$ 4,000.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
DONATIONS TO ND/MN HONOR FLIGHT, VETERANS HOMES, FARGO AIR MUSEUM, VFW's, AMER. LEGIONS

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 REX SELNES	Telephone Number 480-215-9780	E-mail Address rexselnes@gmail.com
Signature of Organization Group's Permit Organizer <i>Rex Selnes</i>	Title RAFFLE COORDINATOR	Date 07/09/2024



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (9-2023)

bc

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 <i>Ymca of the Northern Sky</i>		Dates of Activity (Does not include dates for the sales of tickets) <i>August 6, 2024</i>	
Organization or Group Contact Person <i>Ashleigh Brown</i>	E-mail <i>abrown@ymcanorthernsky.org</i>	Telephone Number <i>701 364 4120</i>	
Business Address <i>400 1st Ave S</i>	City <i>Fargo</i>	State <i>ND</i>	ZIP Code <i>58103</i>
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name <i>Edgewood Golf Course</i>	County <i>Cass</i>
Site Physical Address <i>191 Golf Course Rd</i>	City <i>Fargo</i>
	State <i>ND</i>
	ZIP Code <i>58102</i>

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 event, held on August 6, 2024 at Edgewood Golf Course. The raffle and raffle board will be held at this event.

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Happy Harro's Spirit Wagon (Liquor Package)	\$ 1,146.64
Raffle	Minnesota Family Fun Package	\$ 1,500.00
Raffle	Yeti Cooler	\$ 250.00
Total (limit \$40,000 per year)		\$ 4,321.04

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Supporting the ymca & creating more accessibility to accommodate those who have mental or physical disabilities by improving amenities to meet their needs.

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 <i>Ashleigh Brown</i>	Telephone Number <i>701 364 4120</i>	E-mail Address <i>abrown@ymcanorthernsky.org</i>
Signature of Organization Group's Permit Organizer <i>Ashleigh Brown</i>	Title <i>Annual Campaign and Development Director</i>	Date <i>7/17/2024</i>

7

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. NR-23-A2 Type: Change Order #3 & Time Extension

Location: Storm Sewer Lift Stations # 47 & #48 on 38th St S at Drain 27 Date of Hearing: 7/15/2024

Routing Date
City Commission 7/22/2024
PWPEC File X
Project File Christine Goldader

The Committee reviewed the accompanying correspondence from Project Manager, Christine Goldader, regarding Change Order #3 and time extension of 3 days to the Substantial Completion date for additional work.

Staff is recommending approval of Change Order #3 in the amount of \$43,767.00 and time extension.

On a motion by Susan Thompson, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Change Order #3 in the amount of \$43,767.00 which brings the total contract amount to \$9,719,493.50 and a 3 day time extension to the Substantial Completion date for additional work.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #3 in the amount of \$43,767.00 and 3 day time extension to the Substantial Completion date for additional work.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax

Developer meets City policy for payment of delinquent specials Yes No
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. Rows for committee members: Tim Mahoney, Mayor; Nicole Crutchfield, Director of Planning; Steve Dirksen, Fire Chief; Brenda Derrig, Assistant City Administrator; Ben Dow, Director of Operations; Steve Sprague, City Auditor; Tom Knakmuhs, City Engineer; Susan Thompson, Finance Director.

ATTEST:

Handwritten signature of Tom Knakmuhs, P.E. City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Christine Goldader, Project Manager
Date: June 15, 2024
Re: Project No. NR-23-A2 – Change Order #3 & Time Extension

Background:

Key Contracting Inc. is the Prime Contractor for Project No. NR-23-A2, reconstruction of storm sewer lift stations #47 and #48 at 38th Street South and Cass County Drain 27.

The attached Change Order in the amount of \$43,767 (0.4% of the original contract), which increases the total contract amount to \$9,719,493.50, is for additional work as shown on Change Order #3.

The City of Fargo Water Reclamation Department requested the removed driveway for sanitary sewer lift station #49 be replaced with a wider driveway to facilitate maintenance operations. The replacement driveway was being reinstalled to the original dimensions in accordance with the plans at the time the request was made. Modification of the driveway required changes to forms during the original concrete pour, and pouring the expanded portion of the driveway on a separate day. The driveway was expanded from 12 feet to 24 feet wide. Additional asphalt pavement was added between the driveway and 38th Street South. The total cost to install the expanded driveway is \$43,767. With this additional work the Contractor has requested three additional days be added to the Substantial Completion Date. The revised Substantial Completion Date will be modified from 9/30/2024 to 10/3/2024.

The interim completion date 1b. for LS #47 was previously changed from 5/1/2024 to 5/31/2024 due to production delays. Startup of LS #47 has been further delayed by the electrical components, and other construction activity on the site is preventing the lift station from accumulating enough stormwater to perform a full startup. In lieu of a time extension, Key asks for the intermediate completion date to be changed to align with the Substantial Completion date of 10/3/2024. Key will continue temporary pumping of stormwater until LS #47 startup occurs at no cost to the City.

Recommended Motion:

Approve Change Order #3 in the amount of \$43,767 to Key Contracting Inc. and modify the interim and substantial completion dates to align with the revised Substantial Completion Date of 10/3/2024.

Attachment

CHANGE ORDER REPORT
DRAIN #27 LIFT STATION #47 & #48 - GENERAL
PROJECT NO. NR-23-A2
STORM SEWER LIFT STATIONS #47 & #48 ON 38TH STREET SOUTH AT CASS
COUNTY DRAIN 27.

Change Order No 3 **Change Order Date** 7/9/2024
Contractor Key Contracting Inc

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

EXPLANATION OF CHANGE Change Order # 3

The City of Fargo Water Reclamation Department requested the removed driveway for sanitary sewer lift station #49 be replaced with a wider driveway to facilitate maintenance operations. The replacement driveway was being reinstalled to the original dimensions in accordance with the plans at the time the request was made. Modification of the driveway required changes to forms during the original concrete pour, and pouring the expanded portion of the driveway on a separate day. The driveway was expanded from 12 feet to 24 feet wide. Additional asphalt pavement was added between the driveway and 38th Street South. The total cost to install the expanded driveway is \$43,767. With this additional work the Contractor has requested three additional days be added to the Substantial Completion Date. The revised Substantial Completion Date will be modified from 9/30/2024 to 10/3/2024, and the Final completion Date will be modified from 10/31/2024 to 11/5/2024.

The interim completion date 1b. for LS #47 was previously changed from 5/1/2024 to 5/31/2024 due to production delays. Startup of LS #47 has been further delayed by the electrical components, and other construction activity on the site is preventing the lift station from accumulating enough stormwater to perform a full startup. In lieu of a time extension, Key asks for the intermediate completion date to be changed to align with the Substantial Completion date of 10/3/2024. Key will continue temporary pumping of stormwater until LS #47 startup occurs at no cost to the City.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 3	8	Mobilization	LS	0	0	0	1	1	\$3,940.00	\$3,940.00
	9	Clean Site	LS	0	0	0	1	1	\$300.00	\$300.00
	10	Saw Pavement All Thicknesses All Types	LF	0	0	0	20	20	\$90.00	\$1,800.00
	11	Site Grading	LS	0	0	0	1	1	\$460.00	\$460.00
	12	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	0	0	0	6.25	6.25	\$480.00	\$3,000.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	60	Remove Pavement All Thicknesses All Types	SY	2224		2224	10	2234	\$18.00	\$180.00
	62	F&I Woven Geotextile	SY	1975		1975	192	2167	\$4.50	\$864.00
	64	F&I Class 5 Agg - 12" Thick	SY	167		167	192	359	\$36.00	\$6,912.00
	69	F&I Pavement 8" Thick Reinf Conc	SY	1808		1808	155	1963	\$146.00	\$22,630.00
				Change Order 3 Sub Total						\$9,500.00
Flood Mitigation	97	Excavation	CY	500		500	102.25	602.25	\$36.00	\$3,681.00
					Flood Mitigation Sub Total					
				Paving Sub Total						\$30,586.00

Summary

Source Of Funding	Infrastructure Sales Tax Fund 460
Net Amount Change Order # 3 (\$)	\$43,767.00
Previous Change Orders (\$)	\$2,119.00
Original Contract Amount (\$)	\$9,673,607.50
Total Contract Amount (\$)	\$9,719,493.50

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

CONTRACT DATES

Current Substantial Completion Date	9/30/2024
Additional Days Substantial Completion	3
New Substantial Completion Date	10/3/2024

Current Final Completion Date	10/31/2024
Additional Days Final Completion	5
New Final Completion Date	11/5/2024

Interim Completion Dates

APPROVED
For Contractor
Title

APPROVED DATE
Department Head
Mayor
Attest

REPORT OF ACTION

8

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-22-L1 Type: Negative Final Balancing Change Order #3

Location: 14 1/2 St, NP Ave N – 1st Ave N & NP Ave N, 14th St – 14 1/2 St Date of Hearing: 7/15/2024

Routing Date
City Commission 7/22/24
PWPEC File X
Project File Brian Skanson

The Committee reviewed the accompanying correspondence from Project Manager, Brian Skanson, regarding Negative Final Balancing Change Order #3 in the amount of \$-45,830.87, 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 #3 in the amount of \$-45,830.87, bringing the total contract amount to \$1,250,424.37.

On a motion by Susan Thompson, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Negative Final Balancing Change Order #3 to Master Construction Co., Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #3 in the amount of \$-45,830.87, bringing the total contract amount to \$1,250,424.37 to Master Construction Co., Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

Developer meets City policy for payment of delinquent specials Yes No
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: Name, Present, Yes, No, Unanimous. Rows include Tim Mahoney, Nicole Crutchfield, Steve Dirksen, Brenda Derrig, Ben Dow, Steve Sprague, Tom Knakmuhs, and Susan Thompson.

ATTEST:

C: Kristi Olson

Signature of Tom Knakmuhs, P.E. City Engineer



**CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-22-L1**

Final Balancing
Change Order

**14 1/2 STREET NORTH (NP AVE TO 1ST AVE N), NORTHERN PACIFIC AVE N (14 ST N
TO 14 1/2 ST N)**

Change Order No 3 **Change Order Date** 7/2/2024
Contractor Master Construction Co Inc

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

EXPLANATION OF CHANGE Change Order # 3

Final Balancing Change Order

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 (\$)
Sanitary Sewer	1	Remove Manhole	EA	2	2	1	3	3	\$750.00	\$750.00
	2	Remove Pipe All Types	LF	656	656	-217.26	438.74	438.74	\$7.00	-\$1,520.82
	3	Eliminate Sewer Service	EA	4	4	-2	2	2	\$1,710.00	-\$3,420.00
	9	F&I Pipe SDR 26 - 6" Dia PVC	LF	120	120	-120	0	0	\$70.00	-\$8,400.00
	10	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	96	96	58.6	154.6	154.6	\$90.00	\$5,274.00
	11	F&I Pipe SDR 26 - 8" Dia PVC	LF	23	23	-23	0	0	\$80.00	-\$1,840.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	12	F&I Pipe w/GB SDR 26 -8" Dia PVC	LF	30		30	17.4	47.4	\$100.00	\$1,740.00
	15	Plug Pipe 6" Dia	EA	2		2	-1	1	\$225.00	-\$225.00
							Sanitary Sewer Sub Total			-\$7,641.82
Water Main	18	Remove Pipe All Types	LF	58		58	60.7	118.7	\$10.00	\$607.00
	19	Remove Pipe Asbestos Cement	LF	10		10	-10	0	\$50.00	-\$500.00
	20	Repair Fence	LF	40		40	-40	0	\$20.00	-\$800.00
	21	Eliminate Water Service	EA	2		2	2	4	\$1,100.00	\$2,200.00
	22	F&I Fittings C153 Ductile Iron	LB	2328		2328	-116	2212	\$11.00	-\$1,276.00
	27	F&I Hydrant Ext. 6" High	EA	1		1	-1	0	\$1,000.00	-\$1,000.00
	29	Rem & Repl CS & Box 1.5" Dia	EA	3		3	1	4	\$1,100.00	\$1,100.00
	30	F&I Casting Water Service	EA	3		3	-1	2	\$250.00	-\$250.00
	31	Connect Water Service	EA	3		3	1	4	\$950.00	\$950.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	32	F&I Pipe w/GB 1.5" Dia Water Service	LF	121.00000000000001	121.00000000000001	25.05	146.05		\$39.00	\$976.95
	33	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	5	5	-5	0		\$80.00	-\$400.00
	34	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	100	100	-16.55	83.45		\$92.00	-\$1,522.60
	35	F&I Pipe w/GB C900 DR 18 - 14" Dia PVC	LF	70	70	-3.22	66.78		\$220.00	-\$708.40
Storm Sewer	36	Remove Manhole	EA	1	1	1	2		\$500.00	\$500.00
	38	Remove Pipe All Sizes All Types	LF	50	50	325	375		\$10.00	\$3,250.00
	39	Plug Pipe 4" thru 12" Dia	EA	2	2	-2	0		\$375.00	-\$750.00
	40	Connect Pipe to Exist Pipe	EA	3	3	-1	2		\$410.00	-\$410.00
	45	F&I Pipe w/GB 12" Dia Reinf Conc	LF	53	53	1.5	54.5		\$86.00	\$129.00
Water Main Sub Total										-\$623.05

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 (\$)
	48	F&I Controlled Density Fill	CY	10	10	0	-10	0	\$500.00	-\$5,000.00
Paving	49	Temp Fence - Safety	LS	1	1	0	-1	0	\$15,000.00	-\$15,000.00
	50	Rem & Repl Pavement 10.5" Thick Reinf Conc	SY	125	125	21.1	-103.9	21.1	\$175.00	-\$18,182.50
	51	Remove Pavement All Thicknesses All Types	SY	300	300	84.7	-215.3	84.7	\$21.00	-\$4,521.30
	52	Remove Curb & Gutter	LF	175	175	118	-57	118	\$5.00	-\$285.00
	53	Remove Sidewalk All Thicknesses All Types	SY	35	35	24	-11	24	\$5.00	-\$55.00
	54	Remove Driveway All Thicknesses All Types	SY	105	105	69.7	-35.3	69.7	\$5.00	-\$176.50
	58	Subcut	CY	853	853	0	-853	0	\$3.25	-\$2,772.25
	59	Subgrade Preparation	SY	2560	2560	2560.1	0.1	2560.1	\$3.00	\$0.30
	60	Boulevard Grading	SY	470	470	611	141	611	\$3.00	\$423.00
		Storm Sewer Sub Total								-\$2,281.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	61	F&I Woven Geotextile	SY	2560		2560	0.1	2560.1	\$2.00	\$0.20
	62	F&I Class 5 Agg - 12" Thick	SY	2560		2560	0.1	2560.1	\$14.50	\$1.45
	63	F&I Pavement 9" Thick Doweled Conc	SY	2175		2175	-17	2158	\$135.00	-\$2,295.00
	64	F&I Edge Drain 4" Dia PVC	LF	1035		1035	-37	998	\$11.00	-\$407.00
	65	F&I Curb & Gutter Standard (Type II)	LF	1035		1035	8.5	1043.5	\$27.00	\$229.50
	66	F&I Sidewalk 4" Thick Reinf Conc	SY	565		565	-76.54	488.46	\$75.00	-\$5,740.50
	67	F&I Sidewalk 6" Thick Reinf Conc	SY	15		15	8.7	23.7	\$90.00	\$783.00
	68	F&I Driveway 7" Thick Reinf Conc	SY	290		290	104.4	394.4	\$92.00	\$9,604.80
	69	F&I Det Wrm Panels Cast Iron	SF	54		54	-14	40	\$55.00	-\$770.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	70	Seeding Type C	SY	470		470	628	1098	\$3.00	\$1,884.00
	71	Weed Control Type B	SY	470		470	628	1098	\$1.00	\$628.00
	72	Mulching Type 1 Hydro	SY	470		470	628	1098	\$3.00	\$1,884.00
	73	Casting to Grade - Blvd	EA	1		1	-1	0	\$300.00	-\$300.00
	74	Casting to Grade - w/Conc	EA	13		13	-1	12	\$400.00	-\$400.00
	76	GV Box to Grade - w/Conc	EA	3		3	1	4	\$400.00	\$400.00
	77	Stormwater Management	LS	1		1	-1	0	\$5,000.00	-\$5,000.00
								Paving Sub Total		-\$40,066.80
NP Ave Paving	79	F&I Class 5 Agg - 8" Thick	SY	1370		1370	-572	798	\$10.50	-\$6,006.00
	80	F&I Fittings C153 Ductile Iron	LB	1103		1103	-209	894	\$15.00	-\$3,135.00
	85	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	10		10	-2	8	\$90.00	-\$180.00
	86	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	86		86	13.7	99.7	\$110.00	\$1,507.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	87	F&I Pipe C900 DR 18 - 16" Dia PVC	LF	330	330	330	-330	0	\$205.00	-\$67,650.00
	88	F&I Pipe w/GB C900 DR 18 - 16" Dia PVC	LF	15	15	15	269	284	\$250.00	\$67,250.00
	89	Remove Pavement All Thicknesses All Types	SY	375	375	375	5	380	\$21.00	\$105.00
	90	Remove Curb & Gutter	LF	85	85	85	179	264	\$5.00	\$895.00
	91	Remove Sidewalk All Thicknesses All Types	SY	35	35	35	-29.66	5.34	\$5.00	-\$148.30
	92	Remove Driveway All Thicknesses All Types	SY	100	100	100	-15.2	84.8	\$5.00	-\$76.00
	93	Boulevard Grading	SY	1370	1370	1370	-883	487	\$3.00	-\$2,649.00
	94	Excavation	CY	455	455	455	-189	266	\$4.00	-\$756.00
	95	Subcut	CY	455	455	455	-455	0	\$4.00	-\$1,820.00
	98	F&I Edge Drain 4" Dia PVC	LF	770	770	770	-44	726	\$12.00	-\$528.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	99	F&I Curb & Gutter Standard (Type II)	LF	770	770	770	14	784	\$27.00	\$378.00
	100	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	550	550	550	150.57	700.57	\$100.00	\$15,057.00
	101	F&I Sidewalk 4" Thick Reinf Conc	SY	135	135	135	25.8	160.8	\$82.00	\$2,115.60
	102	F&I Sidewalk 6" Thick Reinf Conc	SY	10	10	10	-3.83	6.17	\$100.00	-\$383.00
	107	Seeding Type C	SY	1365	1365	1365	-1365	0	\$2.00	-\$2,730.00
	108	Weed Control Type B	SY	1365	1365	1365	-1365	0	\$0.20	-\$273.00
	109	Mulching Type 1 Hydro	SY	1365	1365	1365	-1365	0	\$2.00	-\$2,730.00
	110	Relocate Street Light	EA	1	1	1	1	2	\$600.00	\$600.00
	111	F&I Base 6' Deep Reinf Conc	EA	3	3	3	2	5	\$1,100.00	\$2,200.00
	112	Remove Base	EA	1	1	1	1	2	\$1,100.00	\$1,100.00
	113	F&I Conductor #6 USE Cu	LF	900	900	900	543	1443	\$3.00	\$1,629.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	126	F&I Innerduct 1.5" Dia	LF	390		390	-38	352	\$9.00	-\$342.00
Street Lights Sub Total										-\$684.00

Summary

Source Of Funding
 Net Amount Change Order # 3 (\$) **Special Assessment**
 Previous Change Orders (\$) **-\$45,830.87**
 Original Contract Amount (\$) **\$46,950.74**
 Total Contract Amount (\$) **\$1,249,304.50**
\$1,250,424.37

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

APPROVED *Zachary Iversen*
 For Contractor *- MASTER CONSTRUCTION*
 Title *PROJECT MANAGER*

APPROVED DATE *T-10-22*
 Department Head
 Mayor
 Attest

9

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-23-F1 Type: Negative Final Balancing Change Order #5

Location: NP Ave, 10th St – 8th St Date of Hearing: 7/15/2024

<u>Routing</u>	<u>Date</u>
City Commission	7/22/24
PWPEC File	X
Project File	Rick Larson

The Committee reviewed the accompanying correspondence from Project Manager, Rick Larson, regarding Negative Final Balancing Change Order #5 in the amount of \$-53,038.91, 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 #5 in the amount of \$-53,038.91, bringing the total contract amount to \$2,921,073.25.

On a motion by Susan Thompson, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Negative Final Balancing Change Order #5 to R & R Excavating, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #5 in the amount of \$-53,038.91, bringing the total contract amount to \$2,921,073.25 to R & R Excavating, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: State & Special Assessments


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

COMMITTEE

	Present	Yes	No	Unanimous
				<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"/>	
Brenda Derrig, Assistant City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mike Redlinger
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"/>	
Tom Knakmuhs, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Susan Thompson, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Rick Larson, Project Manager
Date: July 12, 2024
Re: Improvement District No. BR-23-F1 – Final Balancing Change Order #5

Background:

Attached is the Final Balancing Change Order #5 in the amount of \$-53,038.91. 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:	\$ 2,947,619.97
Change Order #1	\$ 6,857.74
Change Order #2	\$ 7,046.15
Change Order #3	\$ 20,689.80
Change Order #4	\$ -8,101.50
FBCO #5:	<u>\$ -53,038.91</u>
Total Contract w/Incentive:	\$ 2,921,073.25

Recommended Motion:

Approve the Final Balancing Change Order #5 in the amount of \$-53,038.91 to R & R Excavating.

Attachment
C: Tom Knakmuhs



CHANGE ORDER REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-23-F1

Final Balancing
Change Order

ON NORTHERN PACIFIC AVENUE NORTH FROM 10TH STREET TO 8TH STREET

Change Order No 5 **Change Order Date** 7/2/2024
Contractor R & R Excavating, Inc.

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

EXPLANATION OF CHANGE Change Order # 5

Final Balancing Change Order

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 (\$)
Sanitary Sewer	1	Remove Manhole	EA	4	4	1	1	5	\$1,068.22	\$1,068.22
	2	Remove Pipe All Sizes All Types	LF	774	774	774	-8.31	765.69	\$1.30	-\$10.80
	4	Connect Sewer Service	EA	10	10	10	1	11	\$11,821.25	\$11,821.25
	7	F&I Pipe w/GB SDR 26 -6" Dia PVC	LF	248	248	248	-32.06	215.94	\$30.30	-\$971.42
	8	F&I Pipe w/GB SDR 26 -12" Dia PVC	LF	695	695	695	-3.47	691.53	\$362.57	-\$1,258.12
	9	F&I Pipe w/GB SDR 26 -15" Dia PVC	LF	97	97	97	-3.82	93.18	\$423.90	-\$1,619.30

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 (\$)
Water Main	31	Remove Pipe All Sizes All Types	LF	863		863	-52.34	810.66	\$2.04	-\$106.77
	32	Rem & Repl CS & Box 1" Dia	EA	1		1	-1	0	\$531.10	-\$531.10
	35	Connect Water Service	EA	4		4	-1	3	\$11,808.15	-\$11,808.15
	38	F&I Gate Valve 6" Dia	EA	6		6	-1	5	\$5,164.55	-\$5,164.55
	39	F&I Gate Valve 8" Dia	EA	2		2	1	3	\$6,444.91	\$6,444.91
	40	F&I Gate Valve 10" Dia	EA	2		2	1	3	\$8,671.53	\$8,671.53
	41	F&I Fittings C153 Ductile Iron	LB	1248		1248	51	1299	\$11.78	\$600.78
	42	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	100		100	-100	0	\$331.94	-\$33,194.00
	44	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	54		54	-13.09	40.91	\$382.14	-\$5,002.21
	Sanitary Sewer Sub Total									

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	45	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	46	46		46	2.52	48.52	\$482.62	\$1,216.20
	46	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	798	798		798	-7.07	790.93	\$378.72	-\$2,677.55
	47	F&I Pipe w/GB 1" Dia Water Service	LF	40	40		40	-40	0	\$13.46	-\$538.40
	48	F&I Pipe w/GB 1.5" Dia Water Service	LF	42.000000000000001	42.000000000000001		42.000000000000001	45.98	87.98	\$37.71	\$1,733.91
	49	F&I Pipe w/GB 2" Dia Water Service	LF	41	41		41	0.97	41.97	\$56.10	\$54.42
	50	Bore Pipe 1.5" Dia Water Service	LF	41	41		41	-41	0	\$312.82	-\$12,825.62
							Water Main Sub Total				-\$53,126.61
Storm Sewer	53	Remove Pipe All Sizes All Types	LF	306	306		306	-1.88	304.12	\$24.63	-\$46.30
	54	Connect Pipe to Exist Pipe	EA	2	2		2	2	4	\$2,714.73	\$5,429.46
	55	Connect Pipe to Exist Structure	EA	1	1		1	-1	0	\$2,794.52	-\$2,794.52

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 (\$)
	56	F&I Pipe w/GB SDR 26 - 15" Dia PVC	LF	123		123	-34.54	88.46	\$251.84	-\$8,698.55
	60	F&I Pipe w/GB SDR 26 - 10" Dia PVC	LF	15.0000000000000002	15.0000000000000002		7.1	22.1	\$229.85	\$1,631.94
	61	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	8		8	69.72	77.72	\$277.62	\$19,355.67
	62	F&I Pipe w/GB 18" Dia Reinf Conc	LF	112		112	-62.08	49.92	\$227.65	-\$14,132.51
	Storm Sewer Sub Total \$745.17									
Paving	64	Special Surface Finish	SF	444		444	3.6	447.6	\$38.91	\$140.08
	66	Construction Signing	SF	30		30	-30	0	\$15.00	-\$450.00
	70	Inlet Protection - Existing Inlet	EA	20		20	1	21	\$245.00	\$245.00
	71	Remove Pavement All Thicknesses All Types	SY	4552		4552	41.25	4593.25	\$21.07	\$869.14
	72	Remove Curb & Gutter	LF	1711.65	0	1726	0.65	1726.65	\$9.10	\$5.92

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 (\$)
	73	Remove Sidewalk All Thicknesses All Types	SY	1510.21	0	1476	46.21	1522.21	\$13.20	\$609.97
	74	Remove Driveway All Thicknesses All Types	SY	438.61	0	435	19.61	454.61	\$15.50	\$303.96
	75	Rem & Repl Casting - Inlet Casting to	EA	3		3	-2	1	\$3,083.94	-\$6,167.88
	76	Grade - w/Conc	EA	12	0	21	-2	19	\$800.00	-\$1,600.00
	78	GV Box to Grade - Blvd	EA	2		2	1	3	\$440.99	\$440.99
	81	F&I Casting Water Service	EA	3		3	-1	2	\$670.18	-\$670.18
	82	Subgrade Preparation	SY	4258		4258	-153	4105	\$2.50	-\$382.50
	83	Boulevard Grading	SY	225		225	7.11	232.11	\$8.95	\$63.63
	84	F&I Woven Geotextile	SY	4258		4258	588.32	4846.32	\$2.10	\$1,235.47
	85	F&I Class 5 Agg - 12" Thick	SY	4258		4258	-153	4105	\$18.05	-\$2,761.65
	86	F&I Edge Drain 4" Dia PVC	LF	1675		1675	-340.62	1334.38	\$15.25	-\$5,194.46

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 (\$)
	87	F&I Curb & Gutter Standard (Type II)	LF	1645.07	0	1660	0.07	1660.07	\$32.50	\$2.28
	88	F&I Median Nose Conc	SY	66		66	2.86	68.86	\$180.00	\$514.80
	89	F&I Pavement 9" Thick Doweled Conc	SY	3252		3252	12.07	3264.07	\$134.50	\$1,623.42
	90	F&I Sidewalk 4" Thick Reinf Conc	SY	1228.6	0	1214	26.6	1240.6	\$95.35	\$2,536.31
	91	F&I Sidewalk 6" Thick Reinf Conc	SY	88	0	88	1.64	89.64	\$111.35	\$182.61
	92	F&I Det Warn Panels Cast Iron	SF	298		298	-6	292	\$60.00	-\$360.00
	93	F&I Driveway 6" Thick Reinf Conc	SY	438.17	0	477	-8.83	468.17	\$115.25	-\$1,017.66
	94	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	183.51	0	141.3	45.51	186.81	\$278.50	\$12,674.54
	95	Seeding Type C	SY	225		225	7.11	232.11	\$8.50	\$60.44

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Total Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	96	Mulching Type 1 Hydro	SY	225		225	7.11	232.11	\$8.50	\$60.44
	97	Weed Control Type B	SY	225		225	-225	0	\$3.00	-\$675.00
Street Amenities	98	Topsoil - Import Special	CY	245		245	-54.78	190.22	\$38.50	-\$2,109.03
	99	F&I Edge Drain 4" Dia PVC	LF	605		605	99.02	704.02	\$16.00	\$1,584.32
	100	F&I Shared Use Path 4" Thick Reinf Conc	SY	401		401	2.73	403.73	\$97.35	\$265.77
	101	F&I Impressed 4" Thick Reinf Conc	SY	308		308	-15	293	\$212.35	-\$3,185.25
	102	F&I Decorative 4" Thick Reinf Conc	SY	220		220	18.61	238.61	\$122.35	\$2,276.93
Street Lights	107	F&I Pull Box	EA	3		3	-2	1	\$2,100.00	-\$4,200.00
	109	F&I Innerduct 1.5" Dia	LF	2566		2566	-919	1647	\$11.00	-\$10,109.00
								Paving Sub Total		\$2,289.65
								Street Amenities Sub Total		-\$1,167.26

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 (\$)
	110	F&I Conductor #6 USE Cu	LF	7050	7050	7050	-2007	5043	\$2.25	-\$4,515.75
	Street Lights Sub Total -\$18,824.75									
Traffic Signals	118	Rem & Repl Pull Box Cover	EA	3			-1	2	\$800.00	-\$800.00
	122	Relocate Pull Box	EA	2			-1	1	\$3,200.00	-\$3,200.00
	124	F&I Conduit 2" Dia	LF	700		700	-20	680	\$13.00	-\$260.00
	128	F&I Signal Cable Loop Lead-in	LF	330		330	-30	300	\$1.50	-\$45.00
	Traffic Signals Sub Total -\$4,305.00									
Pavement Marking	132	Obliterate Pavement Markings	SF	450		450	445	895	\$8.00	\$3,560.00
	133	Paint Epoxy Line 4" Wide	LF	400		400	494	894	\$3.70	\$1,827.80
	134	Paint Epoxy Line 8" Wide	LF	950		950	-872	78	\$8.50	-\$7,412.00
	135	F&I Pavement Markings Green	SF	78		78	66	144	\$88.00	\$5,808.00
	136	F&I Grooved Plastic Film 16" Wide	LF	97		97	-27	70	\$35.00	-\$945.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	137	F&I Grooved Plastic Film 24" Wide	LF	570	570		-106	464	\$52.00	-\$5,512.00
	138	F&I Grooved Contrast Film 7" Wide	LF	2171	2171		37	2208	\$18.10	\$669.70
	139	F&I Grooved Thermoplastic Pavement Marking Message	SF	185.5	185.5		206.5	392	\$60.00	\$12,390.00
Signing	140	F&I Sign Assembly	EA	13	13		13	26	\$79.62	\$1,035.06
	141	F&I Sign Assembly & Anchor	EA	7	7		3	10	\$265.00	\$795.00
	143	F&I High Intensity Prismatic	SF	44.5	44.5		4.5	49	\$23.00	\$103.50
									Pavement Marking Sub Total	\$10,386.50
									Signing Sub Total	\$1,933.56

Summary.

Source Of Funding

Net Amount Change Order # 5 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessments and State Funds-Prairie Dog

-\$53,038.91

\$26,492.19

\$2,947,619.97

\$2,921,073.25

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

APPROVED

For Contractor

Title

Gregor Fraser
Project Manager

APPROVED DATE

Department Head

Mayor

Attest



10

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-22-G1

Type: Final Balancing Change Order #2

Location: Citywide

Date of Hearing: 7/15/2024

<u>Routing</u>	<u>Date</u>
City Commission	07/22/2024
PWPEC File	X
Project File	Will Bayuk

The Committee reviewed the accompanying correspondence from Project Manager, Will Bayuk, regarding Final Balancing Change Order #2 in the amount of \$37,578.66, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Final Balancing Change Order #2 in the amount of \$37,578.66, bringing the total contract amount to \$2,430,709.04.

On a motion by Susan Thompson, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Final Balancing Change Order #2 to Dirt Dynamics.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Final Balancing Change Order #2 in the amount of \$37,578.66, bringing the total contract amount to \$2,430,709.04 to Dirt Dynamics.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: CRWUD & 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"/>	
Brenda Derrig, Assistant City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mike Redlinger
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"/>	
Tom Knakmuhs, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Susan Thompson, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Will Bayuk, Project Manager
Date: July 11, 2024
Re: Improvement District No. BN-22-G1 – Final Balancing Change Order #2

Background:

Improvement District No. BN-22-G1 is for new construction of underground utilities, asphalt pavement and incidentals on 68th Avenue South from 15th Street South to Meadow View Drive South, on 67th Avenue South from 15th Street South to Meadow View Drive South, on 66th Avenue South from 15th Street South to 14th Street South, and on 14th Street South from 86th Avenue South to 66th Avenue South.

Dirt Dynamics is the prime contractor on this project.

Attached is the Final Balancing Change Order in the amount of \$37,578.66. The Contractor met the requirements of the contract and it has been accepted by the City of Fargo. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	\$2,430,709.04
Change Order #1	\$ 13,739.68
Change Order #2 (FBCO)	<u>\$ 37,578.66</u>
Total Contract:	\$2,482,027.38

Recommended Motion:

Approve Change Order #2 (Final Balancing) in the amount of \$37,578.66 for Improvement District BN-22-G1.

WRB/jmg
Attachment

CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-22-G1
MEADOW VIEW PHASE 2 - 15TH ST S & 67TH AVE S

Final Balancing
Change Order

Change Order No 2 Change Order Date 7/10/2024
 Contractor Dirt Dynamics

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

EXPLANATION OF CHANGE Change Order # 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 (\$)
Erosion Control	1	Clear & Grub	LS	1	1	1	-1	0	\$2,200.00	-\$2,200.00
	3	Seeding Type C	SY	2000	547	2000	8956	10956	\$0.53	\$4,746.68
	6	Inlet Protection - New Inlet	EA	21	21	21	1	22	\$210.00	\$210.00
								Erosion Control Sub Total		\$2,756.68
LOMR	11	Fill - Contractor Supply	CY	36650	36650	36650	3146	39796	\$10.00	\$31,460.00
	12	Mulching Type 2 Straw	SY	38230	38230	38230	-38230	0	\$0.14	-\$5,352.20
								LOMR Sub Total		\$26,107.80
Change Order 1	13	F&I Curb & Gutter Mountable (Type I)	LF	1430	3421	1430	11	1441	\$26.00	\$286.00
	14	F&I Sidewalk 4" Thick Reinf Conc	SY	98	30	98	2	100	\$97.50	\$195.00
	15	F&I Sidewalk 6" Thick Reinf Conc	SY	1.5	7	7	1.5	8.5	\$123.50	\$185.25
	16	F&I Det Wam Panels Cast Iron	SF	8	8	8	8	16	\$60.00	\$480.00
	17	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	754	1803	754	10.37	764.37	\$117.00	\$1,213.29

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 (\$)
Sanitary Sewer	19	Casting to Grade - no Conc	EA	2	5	2	5	7	\$450.00	\$2,250.00
	21	Mulching Type 1 Hydro	SY	2939	7270	2939	7418	10357	\$0.58	\$4,302.44
	22	Seeding Type C	SY	298	547	298	-298	0	\$1.10	-\$327.80
	25	F&I Innerduct 1.5" Dia	LF	567	1515	567	106	673	\$6.30	\$667.80
Change Order 1 Sub Total \$9,251.98										
Sanitary Sewer	26	F&I Manhole GB	EA	7		7	-6	1	\$3,000.00	-\$18,000.00
	28	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	2362		2362	-2362	0	\$0.01	-\$23.62
	30	F&I Pipe SDR 26 - 6" Dia PVC	LF	4597		4597	217	4814	\$29.00	\$6,293.00
	31	F&I Pipe SDR 26 - 8" Dia PVC	LF	2254		2254	-5	2249	\$43.00	-\$215.00
Cass Rural Water	33	Connect Sewer Service	EA	91		91	4	95	\$480.00	\$1,920.00
	Sanitary Sewer Sub Total -\$10,025.62									
	38	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	2439		2439	-6	2433	\$46.00	-\$276.00
	41	F&I Pipe 1" Dia Water Service	LF	4441		4441	161	4602	\$15.00	\$2,415.00
Storm Sewer	42	F&I CS & Box 1" Dia	EA	91		91	4	95	\$640.00	\$2,560.00
	43	Connect Water Service	EA	91		91	4	95	\$400.00	\$1,600.00
	Cass Rural Water Sub Total \$6,299.00									
	46	F&I Manhole GB	EA	9		9	-9	0	\$1,850.00	-\$16,650.00
Paving	52	F&I Pipe 12" Dia	LF	723		723	87	810	\$35.00	\$3,045.00
	53	F&I Pipe 15" Dia	LF	422		422	-86	336	\$65.00	-\$5,590.00
	55	F&I Pipe 24" Dia	LF	1059		1059	48	1107	\$95.00	\$4,560.00
Paving	58	F&I Pipe w/GB 15" Dia Reinf Conc	LF	234		234	4	238	\$81.00	\$324.00
	Storm Sewer Sub Total -\$14,311.00									
							5.5	3426.5	\$22.50	\$123.75


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 (\$)
	67	F&I Sidewalk 4" Thick Reinf Conc	SY	30	30	30	-2	28	\$90.00	-\$180.00
	68	Remove Sidewalk 4" Thick Conc	SY	15		15	-1	14	\$10.00	-\$10.00
	69	F&I Shared Use Path 5" Thick Reinf Conc	SY	197		197	-0.7	196.3	\$84.00	-\$58.80
	70	F&I Shared Use Path 6" Thick Reinf Conc	SY	8		8	-0.2	7.8	\$115.00	-\$23.00
	71	F&I Det Wam Panels Cast Iron	SF	8		8	4	12	\$53.00	\$212.00
	72	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1803		1803	84.35	1887.35	\$110.00	\$9,278.50
	73	Casting to Grade - Blvd	EA	7		7	2	9	\$350.00	\$700.00
	74	Casting to Grade - no Conc	EA	5		5	9	14	\$400.00	\$3,600.00
	76	Mulching Type 1 Hydro	SY	7270		7270	2531	9801	\$0.53	\$1,341.43
	77	Mulching Type 2 Straw	SY	65880		65880	12856	78736	\$0.14	\$1,799.84
	78	Seeding Type C	SY	547		547	298	845	\$1.05	\$312.90
								Paving Sub Total		\$17,096.62
Street Lights	82	F&I Conductor #6 USE Cu	LF	4881		4881	192	5073	\$2.10	\$403.20
								Street Lights Sub Total		\$403.20

Summary.

Source Of Funding
 Net Amount Change Order # 2 (\$) **\$37,578.66**
 Previous Change Orders (\$) **\$13,739.68**
 Original Contract Amount (\$) **\$2,430,709.04**
 Total Contract Amount (\$) **\$2,482,027.38**

Special Assessments
\$37,578.66
\$13,739.68
\$2,430,709.04
\$2,482,027.38

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

APPROVED 
 For Contractor
 Title *est. head*

APPROVED DATE 
 Department Head
 Mayor
 Attest

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

11

Improvement District No. BN-23-J1 Type: Change Order #1 & Time Extension

Location: 46th Ave N, 33rd St – 37th St Date of Hearing: 7/15/2024

Routing Date
City Commission 7/22/2024
PWPEC File X
Project File Jason Satterlund

The Committee reviewed the accompanying correspondence from Project Manager, Jason Satterlund, related to Change Order #1 in the amount of \$85,460.30 for additional work and the associated time extension, which adds 6 calendar days to the Substantial and Final Completion dates.

Staff is recommending approval of Change Order #1 in the amount of \$85,460.30, which brings the total contract amount to \$2,515,483.37 and the associated time extension.

On a motion by Susan Thompson, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Change Order #1 and the associated time extension to Northern Improvement, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$85,460.30, bringing the total contract amount to \$2,515,483.37 and the associated time extension which adds 6 calendar days to the Substantial and Final Completion dates.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

Yes No
N/A
N/A
N/A

COMMITTEE

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

Table with 4 columns: Present, Yes, No, Unanimous. Rows for each committee member with checkboxes.

ATTEST:

C: Kristi Olson

Signature of Tom Knakmuhs, P.E.
Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC

From: Jason Satterlund, Project Manager

Date: July 9, 2024

Re: Improvement District No. BN-23-J1 – Change Order #1 and Time Extension

Background:

Improvement District BN-23-J1 is New Utility and Paving Construction of 46th Avenue North between 33rd and 37th Streets North as well as a portion of 33rd Street north of 46th Avenue.

Northern Improvement, Inc. is the Prime Contractor for this project.

The Developer has requested additional sewer and water services, 7 additional driveways, and additional sidewalk be added to the project to facilitate a building at 3601 46th Avenue North. The modifications are more fragmented in nature than quantities originally bid, therefore Northern Improvement has asked for an increase in unit pricing. They have also asked for an additional 6 working days to complete the additional work. Engineering concurs with the request for additional pricing and with the additional 6 working days.

The additional cost will be special assessed to the benefitting property.

Recommended Motion:

Approve Change Order #1 in the amount of \$85,460.30 and time extension for the additional work as requested by the Developer resulting in a change in the Substantial and Final Completion dates as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
Substantial – August 15, 2024 Final – September 16, 2024	-	Substantial – August 23, 2024 Final – September 23, 2024



CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-23-J1

**46TH AVENUE NORTH BETWEEN 33RD STREET NORTH AND 37TH STREET NORTH,
 33RD STREET NORTH FROM 100' SOUTH OF 46TH AVENUE NORTH TO 600' NORTH
 OF 46TH AVENUE NORTH.**

Change Order No 1 **Change Order Date** 6/26/2024
Contractor Northern Improvement Co

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

EXPLANATION OF CHANGE Change Order # 1

Additional driveways, sidewalks, and services as requested by the developer to facilitate building at 3601 46th Avenue N.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)	
Change Order 1	11	F&I Fittings C153 Ductile Iron	LB	0	0	0	255	255	\$21.57	\$5,500.35	
	12	F&I Gate Valve 4" Dia	EA	0	0	0	1	1	\$3,322.00	\$3,322.00	
	13	F&I Gate Valve 8" Dia	EA	0	0	0	1	1	\$4,565.00	\$4,565.00	
	14	Boulevard Grading	SY	0	0	0	815	815	\$1.35	\$1,100.25	
	15	F&I Curb & Gutter Standard (Type II)	LF	0	0	0	322	322	\$34.00	\$10,948.00	
	16	F&I Sidewalk 4" Thick Reinf Conc	SY	0	0	0	292	292	\$70.85	\$20,688.20	
	17	F&I Driveway 7" Thick Reinf Conc	SY	0	0	0	574	574	\$82.50	\$47,355.00	
					Change Order 1 Sub Total					\$93,478.80	
	Paving	59	Excavate & Haul - Excess Material	CY	5124	5124	5124	376	5500	\$7.00	\$2,632.00
		60	Excavation	CY	4200	4200	4200	-210	3990	\$6.25	-\$1,312.50

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 (\$)
	66	F&I Curb & Gutter Standard (Type II)	LF	4712		4712	-322	4390	\$29.00	-\$9,338.00
									Paving Sub Total	-\$8,018.50

Summary.

Source Of Funding	Special Assessments
Net Amount Change Order # 1 (\$)	\$85,460.30
Previous Change Orders (\$)	\$0.00
Original Contract Amount (\$)	\$2,430,023.07
Total Contract Amount (\$)	\$2,515,483.37

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

CONTRACT DATES

Current Substantial Completion Date	Current Final Completion Date
8/15/2024	9/14/2024
Additional Days Substantial Completion	Additional Days Final Completion
8	9
New Substantial Completion Date	New Final Completion Date
8/23/2024	9/23/2024
Interim Completion Dates	


PHIL DUGINSKI
VICE PRESIDENT

APPROVED
For Contractor
Title

APPROVED DATE
Department Head
Mayor
Attest



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

12

Improvement District No. BR-24-B1 Type: Change Order #2 & Time Extension

Location: 9th St S, 9th - 13th Ave, 9th & 11th Ave S from 8th - 10th St, 10th & 12th Ave S, 9th - 10th St Date of Hearing: 7/15/2024

<u>Routing</u>	<u>Date</u>
City Commission	7/22/2024
PWPEC File	X
Project File	Will Bayuk

The Committee reviewed the accompanying correspondence from Project Manager, Will Bayuk, related to Change Order #2 in the amount of \$15,025.00 for additional work and the associated time extension, which adds 14 calendar days to Phase 2 and 2A.

Staff is recommending approval of Change Order #2 in the amount of \$15,025.00, which brings the total contract amount to \$4,155,194.43 and the associated time extension.

On a motion by Susan Thompson, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Change Order #2 and the associated time extension to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of \$15,025.00, bringing the total contract amount to \$4,155,194.43 and the associated time extension which adds 14 calendar days to Phase 2 and 2A to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Waste Water, Water, Storm, Traffic/Street Light, Sales Tax, Prairie Dog Funds & 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"/>	
Brenda Derrig, Assistant City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mike Redlinger
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"/>	
Tom Knakmuhs, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Susan Thompson, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Will Bayuk, Project Engineer
Date: July 12, 2024
Re: Improvement District No. BR-24-B1 – Change Order #2

Background:

Improvement District No. BR-24-B1 is for the reconstruction of 9th Street South from 9th Avenue to 13th Avenue, 9th and 11th Avenue South from 8th Street to 10th Street, and 10th and 12th Avenue South from 9th Street to 10th Street.

Dakota Underground is the Prime Contractor on this project.

I am writing to seek your approval for the attached Change Order #2, which details additional work performed by the Contractor due to unforeseen circumstances encountered during the ongoing construction project. The total amount for this change order is \$15,025.00.

Details of the Additional Work:

1. **Relocating Street Light and Reconnecting Electrical System:**
 - Due to the existing location of a street light in relation to the proposed curb & gutter, one street light required relocating to avoid conflict.
2. **Time Extension Due to Unseasonable Rain:**
 - The unseasonable rain totals during the construction of Phases 2 and 2A resulted in an unforeseen and unavoidable delay of the project. A time extension of 14 calendar days was added to Phase 2 and 2A.

The additional work outlined above was critical to ensuring the safety, functionality, and compliance of the construction project. All changes have been reviewed and verified by our Engineering team to ensure necessity and accuracy.

Recommended Motion:

I recommend the approval of Change Order #2 in the amount of \$15,025.00, and to add 14 calendar days to Phases 2 and 2A to cover the costs and delays incurred by the Contractor for these essential modifications.

WRB/jmg
Attachment

**CHANGE ORDER REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-24-B1**

9TH ST S FROM 9TH AVE S TO 13TH AVE S, 9TH AVE S FROM 10TH ST S TO 8TH ST S, 10TH AVE S FROM 10TH ST S TO 9TH ST S, 11TH AVE S FROM 10TH ST S TO 8TH ST S, 12TH AVE S FROM 10TH ST S TO 9TH ST S

Change Order No 2 **Change Order Date** 7/10/2024
Contractor Dakota Underground Co Inc

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

EXPLANATION OF CHANGE Change Order # 2

1. Relocating Street Light and Reconnecting Electrical System:
 - Due to the existing location of a street light in relation to the proposed curb & gutter, one street light required relocating to avoid conflict.
2. Time Extension Due to Unseasonable Rain:
 - The unseasonable rain totals during the construction of Phases 2 and 2A resulted in an unforeseen and unavoidable delay of the project. A time extension of 14 calendar days was added to Phase 2 and 2A.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 2	20	Relocate Street Light	EA	0	0	0	1	1	\$15,025.00	\$15,025.00
									Change Order 2 Sub Total	\$15,025.00

Summary.

Source Of Funding

Waste Water Utility Funds, Water Utility Funds, Storm Utility Funds, Traffic/Street Light Utility Funds, Street Sales	
Tax Funds, Prairie Dog Funds, and Special Assessments	
	\$15,025.00
	\$33,043.34
	\$4,107,126.09
	\$4,155,194.43

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

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

APPROVED

For Contractor

Title

Jared Heller, PE

Dakota Underground Company

Project Manager

APPROVED DATE

Department Head

Mayor

Attest



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

13

Improvement District No. PR-24-A1

Type: Private Utility Relocation

Location: 32nd Ave S & 43rd St

Date of Hearing: 7/15/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/22/2024</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Engquist</u>

The Committee reviewed a communication from Project Manager, Jeremy Engquist, regarding the relocation of an existing vault situation on the southeast corner of 32nd Avenue South and 43rd Street.

The current vault's location conflicts with the planned lane expansion and new sidewalk placement. The Vault must be moved to align with the newly acquired utility easement.

Engineering is seeking approval of the relocation and estimate from DCN in the amount of \$4,500.00.

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval the relocation and estimate from DCN in the amount of \$4,500.00.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the relocation and estimate from DCN in the amount of \$4,500.00.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Utility Funds, State Funds & 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)

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

COMMITTEE

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

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

ATTEST:


 Tom Knakmuhs, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Jeremy Engquist, Project Manager
Date: July 12, 2024
Re: Relocation of Private Utility (DCN) as part of 32nd Avenue Widening Project Improvement Dist. PR-24-A1

Background:

This project is for completing concrete pavement repairs and incidentals on 45th Street South from I-94 to 32nd Avenue South and on 32nd Avenue South from 42nd Street South to 45th Street South. This project will also include lane widening and intersection improvements on 32nd Avenue from 42nd Street to 45th Street South.

The attached estimate from Dakota Carrier Network (DCN) pertains to the relocation of the existing vault situated at the Southeast corner of 32nd Avenue and 43rd Street South. This relocation is necessitated by the street widening project, where the current vault's position conflicts with the planned lane expansion and new sidewalk placement. Currently within an existing utility easement, the vault must be moved to align with the newly acquired utility easement designated by the City.

DCN is prepared to commence this relocation upon approval of the attached estimate. The estimated cost for this work is \$4,500.

Recommended Motion:

I recommend approval of the estimate for \$4,500 from Dakota Carrier Network (DCN) to relocate the existing vault as part of this street widening project.

Attachment



June 17, 2024

City of Fargo
225 4th St N.
Fargo, ND 58201

**RE: Dakota Carrier Network (DCN)
Concrete Pavement Rehabilitation & Lane Widening on 32nd Ave S from 45th St S. to 42nd St S.
Project PR-24-A1**

This letter is a response from Dakota Carrier Network (DCN) to the City of Fargo regarding the City's request for DCN to relocate existing underground utilities located within an existing public utility easement located in the SE corner of the intersection of 32nd Ave S & 43rd St S. This relocation request originated as a part of the City of Fargo Project PR-24-A1.

DCN is prepared to relocate the affected vault location shown in the attached "Exhibit A".

As a part of this relocation, DCN will relocate and/or adjust its existing vault to the South out of the way of the future sidewalk. DCN's existing vault is located within the existing 10' Public Utility Easement and is requesting that the City of Fargo reimburse DCN for the costs associated with this relocation work.

The City's cost for the relocation is estimated at \$4,500. This relocation work would relocate DCN's fiber vault to the South into the future 10' Utility Easement. DCN expects the work to take 2 days to complete and can begin approximately two weeks after receiving written approval.

If you would like DCN to proceed with the relocation, please sign and return this letter. Please contact me if you have any questions.

Sincerely,

Ross Branstner
Outside Plant Technician
Dakota Carrier Network
701-364-1310

_____ Please proceed with relocating the DCN vault location shown in attached exhibit document (Exhibit A).

Electronic Signatures. The parties agree that this Amendment may be executed and delivered by electronic signatures and that the signatures appearing on this Amendment are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

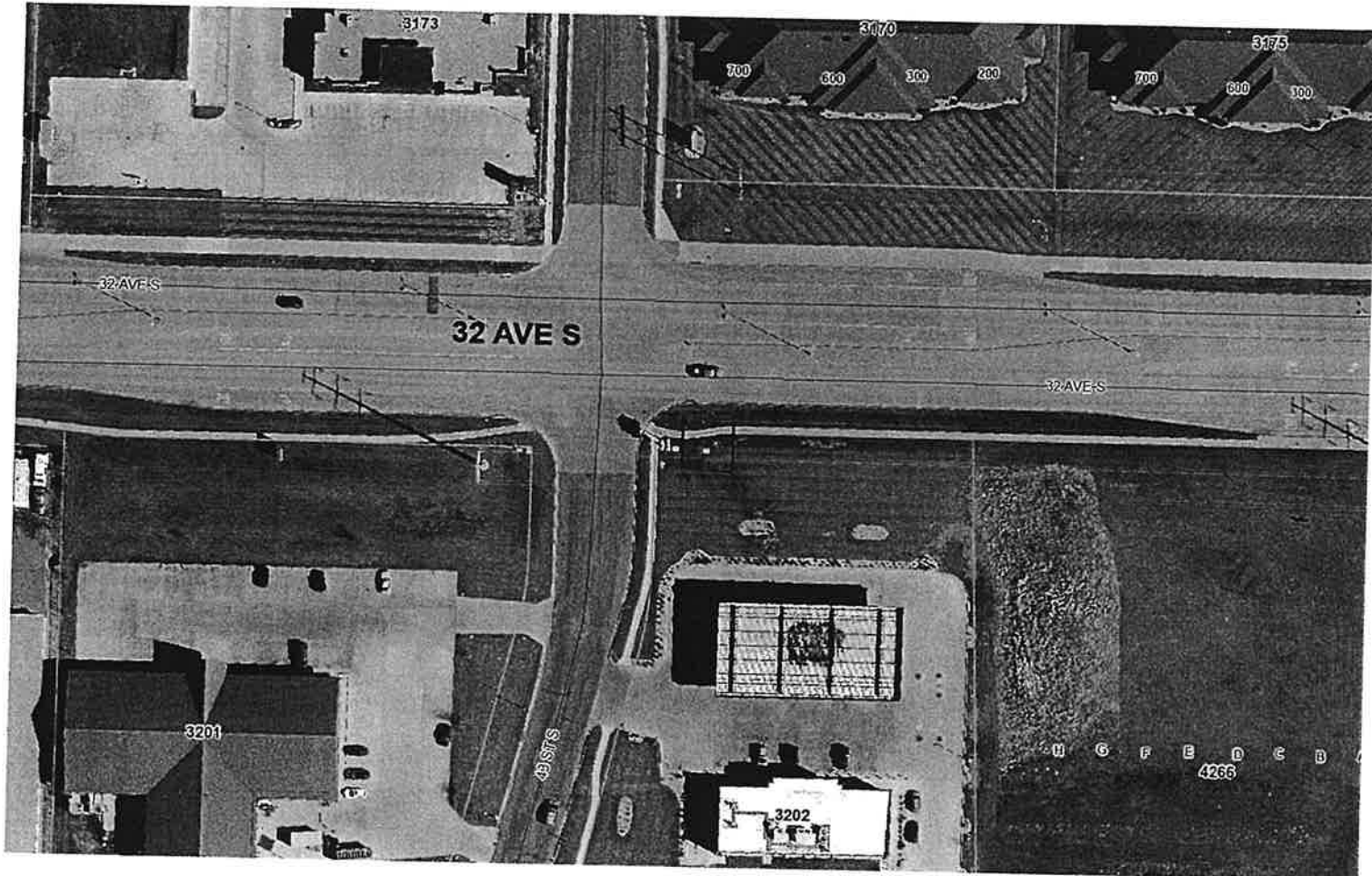
Prepared By: _____
Seth Arndorfer, CEO, Dakota Carrier Network

Date: _____

Accepted By: _____
Jeremy Engquist, City of Fargo

Date: _____

Exhibit A





July 16, 2024

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

**Re: Memorandum of Offer to Landowner
Permanent Easements – Improvement District #PR-24-A1**

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a (2) permanent easements in association with Improvement District #PR-24-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the purchase of (2) permanent easements from **Grand 52, LLC** in association with Improvement District #PR-24-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement documents on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Kasey McNary
Jeremy Engquist

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project PR-24-A1	County Cass	Parcel(s) 01855200400000
Landowner Grand 52, LLC		
Mailing Address 3280 Veterans Blvd S - Suite 302 Fargo, ND 58104		

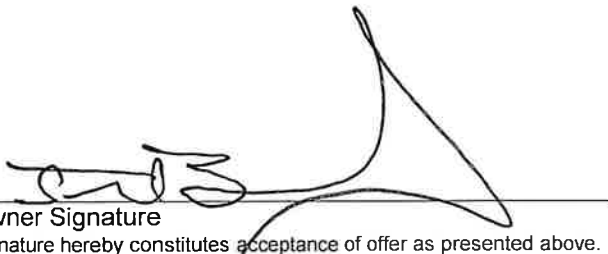
The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s).

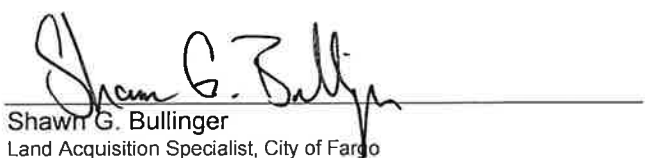
I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 11,643.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____	
Easement and Access Control	\$	<u>11,643.00</u>	
Improvements on Right of Way*	\$	_____	
Damages to Remainder	\$	_____	
Total Offer	\$		<u>11,643.00</u>

*Description of Damages to Remainder are as follows:



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



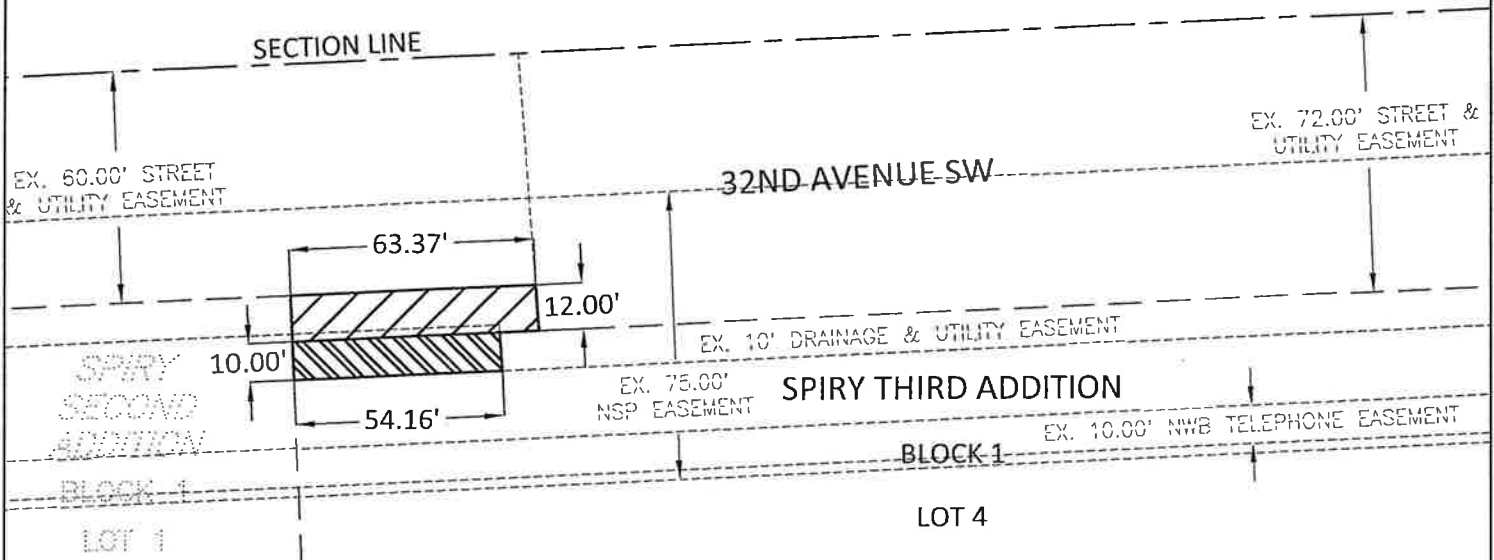
Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo



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

Timothy J. Mahoney
MAYOR
SIGNATURE
DATE

EXHIBIT A



Street & Utility Easement Description:

A tract of land in Lot 4, Block 1 of Spiry Third Addition on file as document 1424347 at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota described as follows:

The northern most 12.00 feet of said Lot 4.

Said tract contains 763 square feet, more or less.

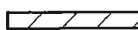





Utility Easement Description:

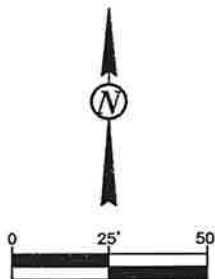
A tract of land in Lot 4, Block 1 of Spiry Third Addition on file as document 1424347 at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota described as follows:

The southerly 10.00 feet of the northerly 22.00 feet of the westerly 54.16 feet of said Lot 4.

Said tract contains 540 square feet, more or less.

LEGEND

-  STREET & UTILITY EASEMENT
-  UTILITY EASEMENT
-  EXISTING LOT LINE
-  RIGHT OF WAY
-  EXISTING EASEMENT
-  SECTION LINE



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



PERMANENT EASEMENT

LOT 4, BLOCK 1, SPIRY THIRD ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



DRAWN BY: JWZ

APPROVED BY: BWV

DATE: MARCH 25, 2024

SHEET 1 OF 1

PERMANENT EASEMENT
(Street and Utility)

KNOW ALL MEN BY THESE PRESENTS that **Grand 52, LLC**, a North Dakota limited liability company, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing a street and all other public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

A tract of land in Lot 4, Block 1 of Spiry Third Addition on file as document 1424347 at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota described as follows:

The northern most 12.00 feet of said Lot 4.

Said tract contains 763 square feet, more or less.

The easement area is pictorially represented on Exhibit A attached hereto and incorporated herein by reference.

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

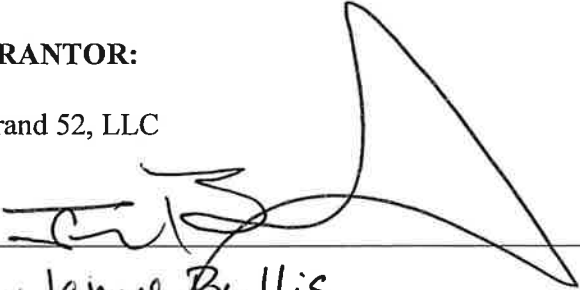
Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said street and customary appurtenances including location of any and all utilities, or with material for laying, maintaining, operating or repairing the same, in, over or upon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

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 16th day of July, 2024.

GRANTOR:

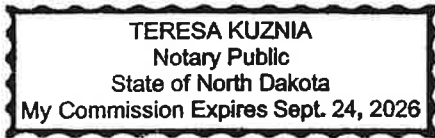
Grand 52, LLC


By: James Bullis
Its: Manager

STATE OF North Dakota)
COUNTY OF Cass)

On this 16 day of July, 2024, before me, a notary public in and for said county and state, personally appeared James Bullis to me known to be the Manager of Grand 52, LLC, and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)




Notary Public
My Commission Expires:

GRANTEE:

City of Fargo, North Dakota, a North Dakota
Municipal Corporation

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2024, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

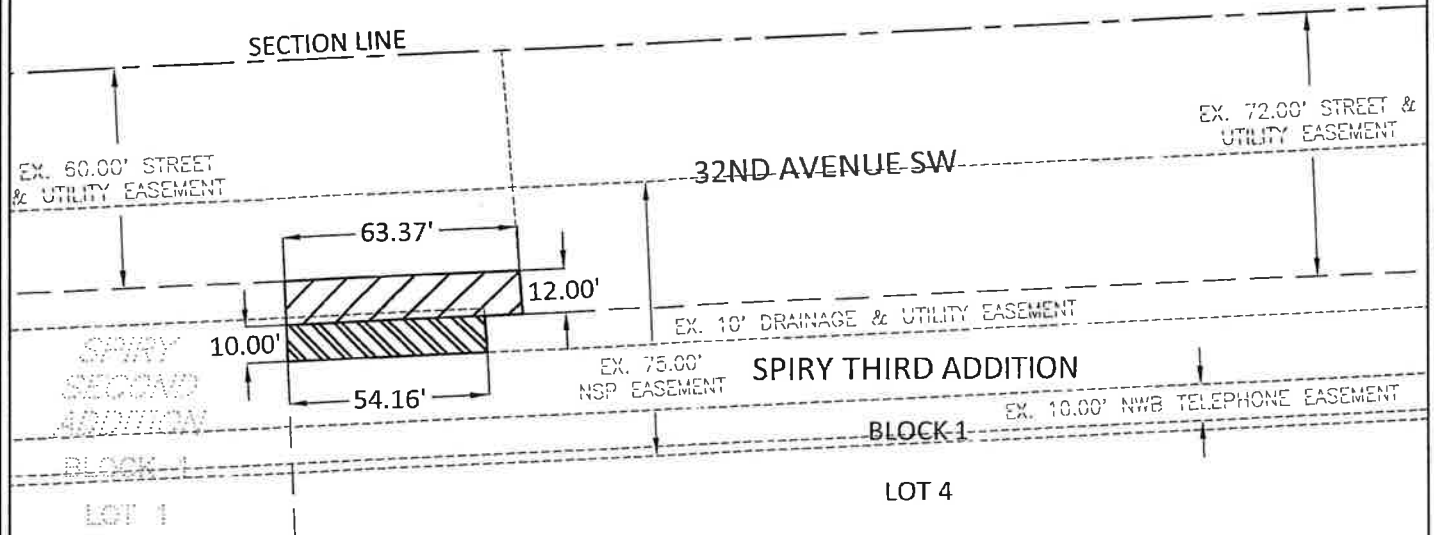
(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Brent W. Wacha (LS-5068)
Professional Land Surveyor
City of Fargo – Engineering
225 4th Street North
Fargo ND 58102
(701) 476-6638

This document prepared by:
Kasey D. McNary (ND# 06590)
Assistant City Attorney
SERKLAND LAW FIRM
10 Roberts Street N.
Fargo, ND 58102
(701) 232-8957

EXHIBIT A



Street & Utility Easement Description:

A tract of land in Lot 4, Block 1 of Spiry Third Addition on file as document 1424347 at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota described as follows:

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Said tract contains 763 square feet, more or less.







Utility Easement Description:

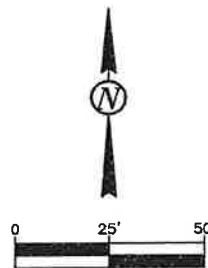
A tract of land in Lot 4, Block 1 of Spiry Third Addition on file as document 1424347 at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota described as follows:

The southerly 10.00 feet of the northerly 22.00 feet of the westerly 54.16 feet of said Lot 4.

Said tract contains 540 square feet, more or less.

LEGEND

-  STREET & UTILITY EASEMENT
-  UTILITY EASEMENT
-  EXISTING LOT LINE
-  RIGHT OF WAY
-  EXISTING EASEMENT
-  SECTION LINE



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



ENGINEERING DEPT.

PERMANENT EASEMENT

LOT 4, BLOCK 1, SPIRY THIRD ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

DRAWN BY: JWZ

APPROVED BY: BWW

DATE: MARCH 25, 2024

SHEET 1 OF 1

PERMANENT EASEMENT
(Utility)

KNOW ALL MEN BY THESE PRESENTS that **Grand 52, LLC**, a North Dakota limited liability company, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

A tract of land in Lot 4, Block 1 of Spiry Third Addition on file as document 1424347 at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota described as follows:

The southerly 10.00 feet of the northerly 22.00 feet of the westerly 54.16 feet of said Lot 4.

Said tract contains 540 square feet, more or less.

The easement area is pictorially represented on Exhibit A attached hereto and incorporated herein by reference.

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

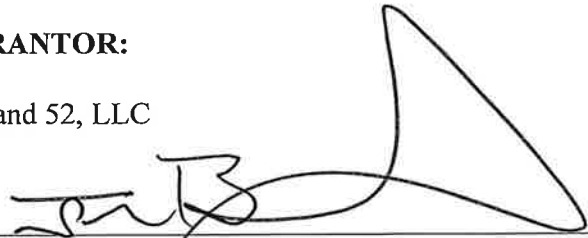
Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said public utilities and customary appurtenances including location of any and all utilities, or with material for laying, maintaining, operating or repairing the same, in, over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

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 16 day of July, 2024.

GRANTOR:

Grand 52, LLC

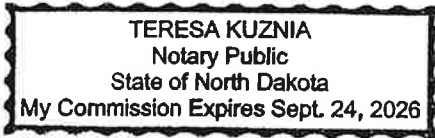

By: James Bullis
Its: Manager

STATE OF North Dakota)
COUNTY OF Cass)

On this 16 day of July, 2024, before me, a notary public in and for said county and state, personally appeared James Bullis to me known to be the Manager of Grand 52, LLC, and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)


Notary Public
My Commission Expires:



GRANTEE:

City of Fargo, North Dakota, a North Dakota
Municipal Corporation

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2024, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

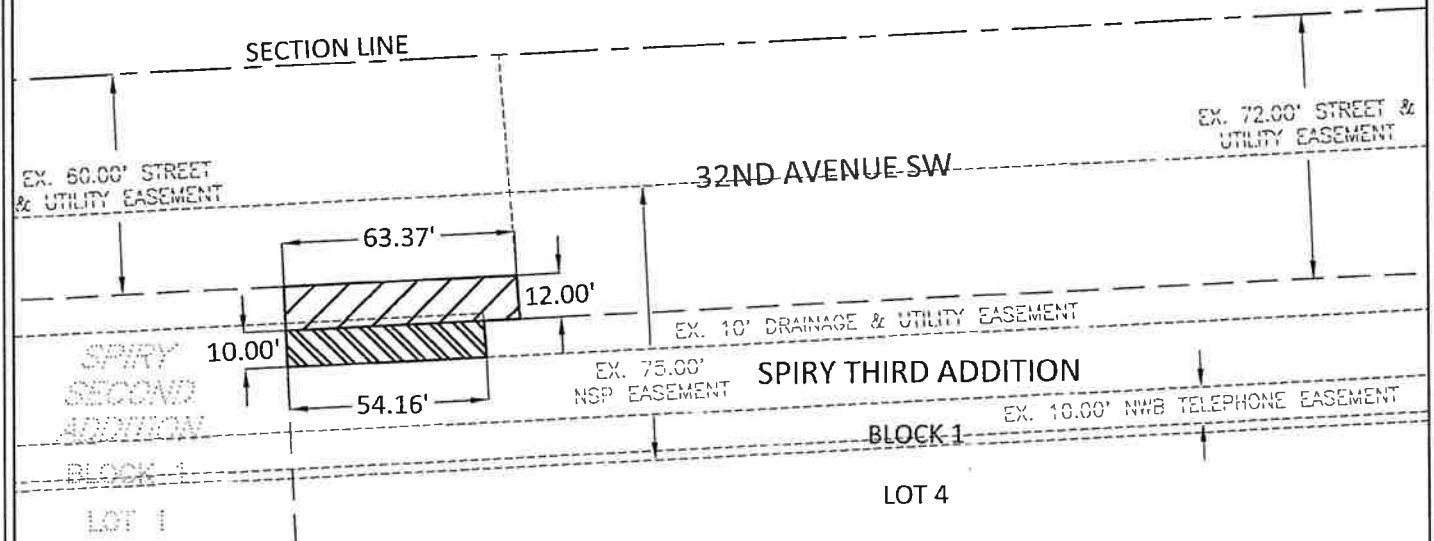
(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Brent W. Wacha (LS-5068)
Professional Land Surveyor
City of Fargo – Engineering
225 4th Street North
Fargo ND 58102
(701) 476-6638

This document prepared by:
Kasey D. McNary (ND# 06590)
Assistant City Attorney
SERKLAND LAW FIRM
10 Roberts Street N.
Fargo, ND 58102
(701) 232-8957

EXHIBIT A



Street & Utility Easement Description:

A tract of land in Lot 4, Block 1 of Spiry Third Addition on file as document 1424347 at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota described as follows:

The northern most 12.00 feet of said Lot 4.

Said tract contains 763 square feet, more or less.







Utility Easement Description:

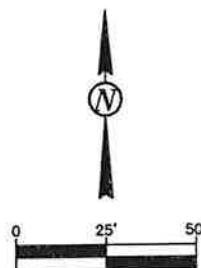
A tract of land in Lot 4, Block 1 of Spiry Third Addition on file as document 1424347 at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota described as follows:

The southerly 10.00 feet of the northerly 22.00 feet of the westerly 54.16 feet of said Lot 4.

Said tract contains 540 square feet, more or less.

LEGEND

-  STREET & UTILITY EASEMENT
-  UTILITY EASEMENT
-  EXISTING LOT LINE
-  RIGHT OF WAY
-  EXISTING EASEMENT
-  SECTION LINE



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



ENGINEERING DEPT.

PERMANENT EASEMENT

LOT 4, BLOCK 1, SPIRY THIRD ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

DRAWN BY: JWZ

APPROVED BY: BWW

DATE: MARCH 25, 2024

SHEET 1 OF 1

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-24-A1

Type: Sign Relocation

Location: 32nd Ave S & 43rd St

Date of Hearing: 7/15/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/22/2024</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Engquist</u>

The Committee reviewed a communication from Project Manager, Jeremy Engquist, regarding the relocation of an existing Casey's business sign at the southeast corner of 32nd Avenue and 43rd Street as part of the street widening.

The current location of the Casey's sign conflicts with the planned lane widening and new sidewalk. The sign was previously located on private property but to support the lane widening and new sidewalk an additional easement area was acquired from Casey's.

Engineering is seeking approval of the estimate from Tradesmen Construction in the amount of \$34,362.00.

On a motion by Tim Mahoney, seconded by Nicole Crutchfield, the Committee voted to recommend approval the sign relocation and estimate from Tradesmen Construction in the amount of \$34,362.00.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the sign relocation and estimate from Tradesmen Construction in the amount of \$34,362.00.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Utility Funds, State Funds & Special Assessments

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u><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"/>	
Brenda Derrig, Assistant City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Tom Knakmuhs, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Susan Thompson, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:



 Tom Knakmuhs, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Jeremy Engquist, Project Manager
Date: July 9, 2024
Re: Relocation of Casey's Sign as part of 32nd Avenue Widening Project Improvement Dist. PR-24-A1

Background:

This project is for completing concrete pavement repairs and incidentals on 45th Street South from I-94 to 32nd Avenue South and on 32nd Avenue South from 42nd Street South to 45th Street South. This project will also include lane widening and intersection improvements on 32nd Avenue from 42nd Street to 45th Street South.

Attached is an estimate from Tradesmen Construction for relocating the existing Casey's business sign at the southeast corner of 32nd Avenue and 43rd Street South, as part of this street widening project. The current location of the Casey's sign conflicts with the planned lane widening and new sidewalk, necessitating its relocation approximately 22 feet to the southeast. The sign was previously located on private property, but to support the lane widening and new sidewalk, an additional easement area was acquired from Casey's.

Tradesmen Construction is prepared to commence this relocation upon approval of the attached estimate. The estimated cost for this work is \$34,362.00.

Recommended Motion:

I recommend approval of the estimate from Tradesmen Construction in the amount of \$34,362.00 to relocate the Casey's sign as part of this street widening project.

Attachment



4015 Minnesota Street • Alexandria, MN 56308
Office 320-762-1143 • Fax 320-762-1217

June 28th 2024

Dean Stangler

Casey's Fargo Sign Relocate

We at Tradesmen Construction, Inc. would like to thank you for the opportunity to bid the following work:

- Vac truck out new hole
- Pour new sign base
- Excavate out existing electrical
- Move sign to new location
- Electrical to hook up power
- Backfill and seed
- Permits included in pricing

For the amount of:

(Thirty four thousand, three hundred sixty two dollars) \$34,362.00

*** All work to be completed during “normal” working hours**

Seth Englund
Tradesmen Construction, Inc.

Acceptance of Contract DATE



916

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 17, 2024

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-24-C1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, July 17, 2024, for New Paving and Utility Construction, Improvement District No. BN-24-C1, located as follows: Selkirk Place 2nd Addition

The bids were as follows:

Northern Improvement Co	\$3,768,706.31
Dakota Underground Co Inc	\$3,925,261.25
Engineers Estimate	\$3,890,412.99

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Northern Improvement Co. in the amount of \$3,768,706.31 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE

City Engineer



Engineer's Statement Of Cost
Improvement District # BN-24-C1
New Paving And Utility Construction

Selkirk Place 2nd Addition

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 Thomas Knakmuhs, 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:

New Paving and Utility Construction Improvement District # BN-24-C1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
67th Ave S - Sanitary Sewer					
1	F&I Manhole GB	EA	5.00	3,070.90	15,354.50
2	F&I Manhole 4' Dia Reinf Conc	EA	4.00	12,198.00	48,792.00
3	F&I Manhole w/Ext Drop 4' Dia Reinf Conc	EA	1.00	20,223.00	20,223.00
4	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	1,494.00	0.01	14.94
5	F&I Pipe SDR 26 - 6" Dia PVC	LF	232.00	59.92	13,901.44
6	F&I Pipe SDR 26 - 8" Dia PVC	LF	110.00	96.30	10,593.00
7	F&I Pipe SDR 35 - 10" Dia PVC	LF	488.00	98.44	48,038.72
8	F&I Pipe SDR 35 - 12" Dia PVC	LF	896.00	93.09	83,408.64
9	Connect Sewer Service	EA	4.00	572.45	2,289.80
67th Ave S - Sanitary Sewer Total					242,616.04
67th Ave S - Cass Rural Water					
10	F&I Fittings C153 Ductile Iron	LB	1,195.00	9.63	11,507.85
11	F&I Hydrant	EA	3.00	6,559.10	19,677.30
12	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	1,563.50	0.01	15.64
13	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	15.00	102.72	1,540.80
14	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	50.00	65.27	3,263.50
15	F&I Pipe C900 DR 18 - 10" Dia PVC	LF	24.50	125.19	3,067.16
16	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	1,533.00	81.32	124,663.56
17	F&I Gate Valve 6" Dia	EA	3.00	2,086.50	6,259.50
18	F&I Gate Valve 8" Dia	EA	2.00	2,942.50	5,885.00
19	F&I Gate Valve 12" Dia	EA	3.00	4,986.20	14,958.60

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
20	F&I Hydrant Ext. 6" High	EA	3.00	0.01	0.03
21	F&I Hydrant Ext. 12" High	EA	3.00	0.01	0.03
22	F&I Hydrant Ext. 18" High	EA	3.00	0.01	0.03
67th Ave S - Cass Rural Water Total					190,839.00
67th Ave S - Storm Sewer					
23	F&I Manhole 5' Dia Reinf Conc	EA	7.00	5,949.20	41,644.40
24	F&I Manhole 6' Dia Reinf Conc	EA	5.00	8,763.30	43,816.50
25	F&I Inlet - Single Box (SBI) Reinf Conc	EA	8.00	2,782.00	22,256.00
26	F&I Pipe 15" Dia	LF	333.00	66.34	22,091.22
27	F&I Pipe 27" Dia	LF	253.00	85.60	21,656.80
28	F&I Pipe 33" Dia	LF	619.00	129.47	80,141.93
29	F&I Pipe 36" Dia	LF	450.00	144.45	65,002.50
30	F&I Pipe 42" Dia	LF	604.00	196.88	118,915.52
31	F&I Pipe w/GB 15" Dia	LF	124.00	112.35	13,931.40
32	F&I Rip Rap Rock	CY	17.00	149.80	2,546.60
33	F&I Flared End Section Arch Equiv 42" Reinf Conc	EA	1.00	2,867.60	2,867.60
67th Ave S - Storm Sewer Total					434,870.47
67th Ave S - Paving					
34	Topsoil - Strip	CY	3,940.00	1.85	7,289.00
35	Topsoil - Spread	CY	540.00	6.50	3,510.00
36	Excavation	CY	1,800.00	5.00	9,000.00
37	Subcut	CY	1,888.00	6.00	11,328.00
38	Subgrade Preparation	SY	5,664.00	1.45	8,212.80
39	F&I Woven Geotextile	SY	5,664.00	1.60	9,062.40
40	F&I Class 5 Agg - 8" Thick	SY	5,664.00	10.50	59,472.00
41	F&I Edge Drain 4" Dia PVC	LF	2,661.00	7.00	18,627.00
42	F&I Curb & Gutter Standard (Type II)	LF	2,661.00	26.00	69,186.00
43	F&I Sidewalk 4" Thick Reinf Conc	SY	280.00	73.00	20,440.00
44	F&I Sidewalk 6" Thick Reinf Conc	SY	22.00	95.00	2,090.00
45	F&I Shared Use Path 5" Thick Reinf Conc	SY	1,377.00	71.50	98,455.50
46	F&I Shared Use Path 6" Thick Reinf Conc	SY	38.00	90.00	3,420.00
47	F&I Det Wam Panels Cast Iron	SF	168.00	50.00	8,400.00
48	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2,038.83	95.00	193,688.85
49	Casting to Grade - Blvd	EA	11.00	400.00	4,400.00
50	Casting to Grade - no Conc	EA	13.00	600.00	7,800.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
51	GV Box to Grade - Blvd	EA	5.00	400.00	2,000.00
52	GV Box to Grade - no Conc	EA	2.00	199.98	399.96
53	Mulching Type 1 Hydro	SY	4,937.00	0.50	2,468.50
54	Seeding Type C	SY	3,128.00	0.40	1,251.20
55	Inlet Protection - New Inlet	EA	8.00	275.00	2,200.00
67th Ave S - Paving Total					542,701.21
67th Ave S - Street Lights					
56	F&I Base 5' Deep Reinf Conc	EA	8.00	1,650.00	13,200.00
57	F&I Conductor #6 USE Cu	LF	2,565.00	2.75	7,053.75
58	F&I Innerduct 1.5" Dia	LF	1,450.00	15.50	22,475.00
59	F&I Luminaire Type A	EA	8.00	550.00	4,400.00
60	F&I Pull Box	EA	1.00	2,750.00	2,750.00
61	F&I Light Standard Type A	EA	8.00	2,860.00	22,880.00
67th Ave S - Street Lights Total					72,758.75
67th Ave S - Signing					
62	F&I Sign Assembly	EA	5.00	88.00	440.00
63	F&I Sign Assembly & Anchor	EA	19.00	121.00	2,299.00
64	F&I Diamond Grade Cubed	SF	38.70	27.50	1,064.25
65	F&I High Intensity Prismatic	SF	67.00	24.50	1,641.50
66	F&I Barricade Type III	EA	5.00	985.00	4,925.00
67th Ave S - Signing Total					10,369.75
Sanitary Sewer					
67	F&I Manhole GB	EA	7.00	2,824.80	19,773.60
68	F&I Manhole 4' Dia Reinf Conc	EA	4.00	8,078.50	32,314.00
69	F&I Manhole w/Ext Drop 4' Dia Reinf Conc	EA	3.00	20,116.00	60,348.00
70	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	1,491.00	0.01	14.91
71	F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	877.00	0.01	8.77
72	Connect Pipe to Exist Pipe	EA	2.00	73,500.00	147,000.00
73	F&I Pipe SDR 26 - 6" Dia PVC	LF	2,161.00	40.95	88,492.95
74	F&I Pipe SDR 26 - 8" Dia PVC	LF	1,491.00	69.55	103,699.05
75	F&I Pipe SDR 26 - 15" Dia PVC	LF	847.00	158.36	134,130.92
76	F&I Pipe w/GB SDR 26 - 15" Dia PVC	LF	30.00	239.68	7,190.40
77	Connect Sewer Service	EA	46.00	854.93	39,326.78
Sanitary Sewer Total					632,299.38
Cass Rural Water					

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
78	F&I Fittings C153 Ductile Iron	LB	2,064.00	10.70	22,084.80
79	F&I Hydrant	EA	5.00	6,559.10	32,795.50
80	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	1,503.59	0.01	15.04
81	F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	897.45	0.01	8.97
82	Connect Pipe to Exist Pipe	EA	2.00	2,835.50	5,671.00
83	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	33.59	56.71	1,904.89
84	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	1,470.00	50.29	73,926.30
85	F&I Pipe C900 DR 18 - 16" Dia PVC	LF	897.45	119.84	107,550.41
86	F&I Gate Valve 6" Dia	EA	5.00	2,086.50	10,432.50
87	F&I Gate Valve 8" Dia	EA	2.00	2,942.50	5,885.00
88	F&I Gate Valve 16" Dia	EA	1.00	19,046.00	19,046.00
89	F&I Hydrant Ext. 6" High	EA	5.00	0.01	0.05
90	F&I Hydrant Ext. 12" High	EA	5.00	0.01	0.05
91	F&I Hydrant Ext. 18" High	EA	5.00	0.01	0.05
92	F&I Pipe 1" Dia Water Service	LF	2,163.00	32.10	69,432.30
93	F&I CS & Box 1" Dia	EA	46.00	537.14	24,708.44
94	Connect Water Service	EA	46.00	436.56	20,081.76
Cass Rural Water Total					393,543.06
Storm Sewer					
95	F&I Manhole 4' Dia Reinf Conc	EA	7.00	3,584.50	25,091.50
96	F&I Inlet - Single Box (SBI) Reinf Conc	EA	10.00	2,578.70	25,787.00
97	F&I Inlet - Round (RDI) Reinf Conc	EA	8.00	2,247.00	17,976.00
98	Remove Inlet	EA	1.00	579.94	579.94
99	Connect Pipe to Exist Pipe	EA	1.00	1,819.00	1,819.00
100	Connect Pipe to Exist Structure	EA	1.00	1,819.00	1,819.00
101	F&I Pipe 12" Dia	LF	1,174.00	57.78	67,833.72
102	F&I Pipe 15" Dia	LF	489.00	66.34	32,440.26
103	F&I Pipe 18" Dia	LF	220.00	69.55	15,301.00
104	F&I Pipe 21" Dia	LF	269.00	79.18	21,299.42
105	F&I Pipe 24" Dia	LF	266.00	87.74	23,338.84
106	Remove Pipe All Sizes All Types	LF	68.64	20.33	1,395.45
107	F&I Pipe w/GB 15" Dia	LF	158.00	110.21	17,413.18
Storm Sewer Total					252,094.31
Paving					
108	F&I Mailbox Pad	EA	4.00	900.00	3,600.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
109	Remove Pavement All Thicknesses All Types	SY	400.00	12.00	4,800.00
110	Topsoil - Strip	CY	5,699.00	1.85	10,543.15
111	Topsoil - Spread	CY	920.00	7.00	6,440.00
112	Site Grading	LS	1.00	9,000.00	9,000.00
113	Excavation	CY	2,871.00	5.00	14,355.00
114	Subcut	CY	2,910.00	6.00	17,460.00
115	Subgrade Preparation	SY	8,683.00	1.45	12,590.35
116	F&I Woven Geotextile	SY	8,683.00	1.60	13,892.80
117	F&I Class 5 Agg - 8" Thick	SY	8,683.00	10.50	91,171.50
118	F&I Edge Drain 4" Dia PVC	LF	4,376.00	7.00	30,632.00
119	F&I Curb & Gutter Mountable (Type I)	LF	2,738.00	24.00	65,712.00
120	F&I Curb & Gutter Standard (Type II)	LF	1,639.00	26.00	42,614.00
121	Remove Curb & Gutter	LF	30.00	16.00	480.00
122	F&I Pavement 7" Thick Reinf Conc	SY	96.00	97.00	9,312.00
123	F&I Sidewalk 4" Thick Reinf Conc	SY	80.00	73.00	5,840.00
124	F&I Shared Use Path 5" Thick Reinf Conc	SY	731.00	71.50	52,266.50
125	F&I Shared Use Path 6" Thick Reinf Conc	SY	22.00	95.00	2,090.00
126	F&I Det Wam Panels Cast Iron	SF	64.00	50.00	3,200.00
127	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	3,113.89	95.00	295,819.55
128	Casting to Grade - Blvd	EA	17.00	400.00	6,800.00
129	Casting to Grade - no Conc	EA	17.00	600.00	10,200.00
130	GV Box to Grade - Blvd	EA	7.00	400.00	2,800.00
131	GV Box to Grade - no Conc	EA	2.00	200.00	400.00
132	F&I Traffic Surface Gravel	Ton	1.00	50.00	50.00
133	Mulching Type 1 Hydro	SY	12,788.00	0.50	6,394.00
134	Seeding Type C	SY	4,041.00	0.40	1,616.40
135	Stormwater Management	LS	1.00	3,500.00	3,500.00
136	Temp Construction Entrance	EA	2.00	896.50	1,793.00
137	Inlet Protection - New Inlet	EA	18.00	275.00	4,950.00
138	Inlet Protection - Existing Inlet	EA	4.00	220.00	880.00
Paving Total					731,202.25
Street Lights					
139	F&I Base 5' Deep Reinf Conc	EA	12.00	1,650.00	19,800.00
140	F&I Conductor #6 USE Cu	LF	8,010.00	2.75	22,027.50
141	F&I Innerduct 1.5" Dia	LF	2,270.00	15.50	35,185.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
142	F&I Luminaire Type A	EA	12.00	550.00	6,600.00
143	F&I Light Standard Type A	EA	12.00	2,860.00	34,320.00
Street Lights Total					117,932.50
Signing					
144	F&I Sign Assembly	EA	3.00	88.00	264.00
145	Relocate Sign Assembly	EA	4.00	269.50	1,078.00
146	F&I Sign Assembly & Anchor	EA	9.00	121.00	1,089.00
147	F&I Diamond Grade Cubed	SF	11.50	27.50	316.25
148	F&I High Intensity Prismatic	SF	20.30	24.50	497.35
149	F&I Barricade Type III	EA	2.00	985.00	1,970.00
Signing Total					5,214.60
LOMR - Developer Funded					
150	Topsoil - Strip	CY	11,025.00	1.85	20,396.25
151	Topsoil - Spread	CY	5,525.00	2.65	14,641.25
152	Topsoil - Haul	CY	5,525.00	3.60	19,890.00
153	Fill - Haul	CY	10,275.00	8.50	87,337.50
LOMR - Developer Funded Total					142,265.00
Total Construction in \$					3,768,706.32

Engineering	9.77%	368,334.74
Admin	3.85%	145,057.65
Legal	2.89%	108,793.24
Interest	3.85%	145,057.65
Contingency	4.81%	181,322.06
Total Estimated Costs		4,717,271.66
LOMR - Developer Funded		147,955.60
Special Assessments		3,832,994.67
Cass Rural WUD Funds		736,321.37
Unfunded Costs		0.02

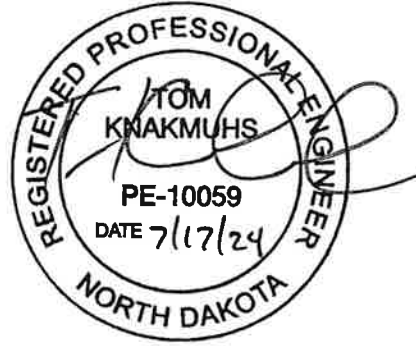
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 07/17/2024

A handwritten signature in black ink, appearing to read 'T-Kn', is written over a solid horizontal line.

Thomas Knakmuhs

City Engineer



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Terminate Encroachment Agreement

Location: Island Park Pool

Date of Hearing: 7/15/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/22/2024</u>
PWPEC File	<u>X</u>
Project File	<u>Matt Jennings</u>

The Committee reviewed a communication from Civil Engineer, Matt Jennings, regarding the termination of an Encroachment Agreement with Fargo Park District for the Island Park Pool Bleachers.

The need for this Encroachment is no longer necessary. Terminating this agreement will clear up any documentation of encroachment on the public right of way.

On a motion by Brenda Derrig, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the termination of the Encroachment with Fargo Park District for the Island Park Pool Bleachers.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC to approve the termination of the Encroachment with Fargo Park District for the Island Park Pool Bleachers.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, Assistant City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Tom Knakmuhs, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Susan Thompson, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Tom Knakmuhs, P.E.
 City Engineer



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

Memorandum

To: Members of PWPEC
From: Matthew Jennings, ROW Management
Date: July 10, 2024
Re: Island Park Bleacher Encroachment - Termination – 616 1st Avenue South

Background:

Fargo Park District is in the construction process updating the Island Park Pool Facilities along with the updating the pools footprint at the corner of 1st Avenue South and 7th Street South. In 2017, the City of Fargo entered into an Encroachment Agreement with the Fargo Park District for the purpose of bleachers utilizing public right of way. The area of encroachment is on the west side of the pool in the public right of way along 7th Street.

The approved agreement included a stipulation that if the Park District repaired, reconstructed, or improved the property at a cost of 25% or more of the market value, the agreement would terminate. The need for this encroachment related to the Island Park Pool Bleachers is no longer necessary moving forward. Terminating this agreement will clear up any documentation of encroachment on the public right of way in that area before a new encroachment agreement is recorded for the Island Park Improvements under construction.

Engineering collaborated with the Park District on a cost-saving plan to repurpose their bath house/mechanical building. In response to this plan, the Park District requested a smaller encroachment to retain the building and incorporate the required amenities. The new encroachment was approved and signed in 2023 which will cover approximately 10 feet by 170 feet. Planned installations within this area include a retaining wall, safety fence atop the retaining wall, pool deck clearance space, and lighting. The proposed termination agreement for signature and the letter detailing the process sent to Fargo Parks proposing termination is attached.

Recommended Motion:

Recommend approval of the Termination of Encroachment Agreement.

July 2nd, 2024

Notice of Proposed Termination of Encroachment Agreement

Attention Park District of the City of Fargo

With the development of the new Island Park Pool Complex and the encroachment size required by the Park District going forward, we are requesting your assistance with termination of an existing encroachment to allow for recording of a new encroachment between the City and Park District covering the same area.

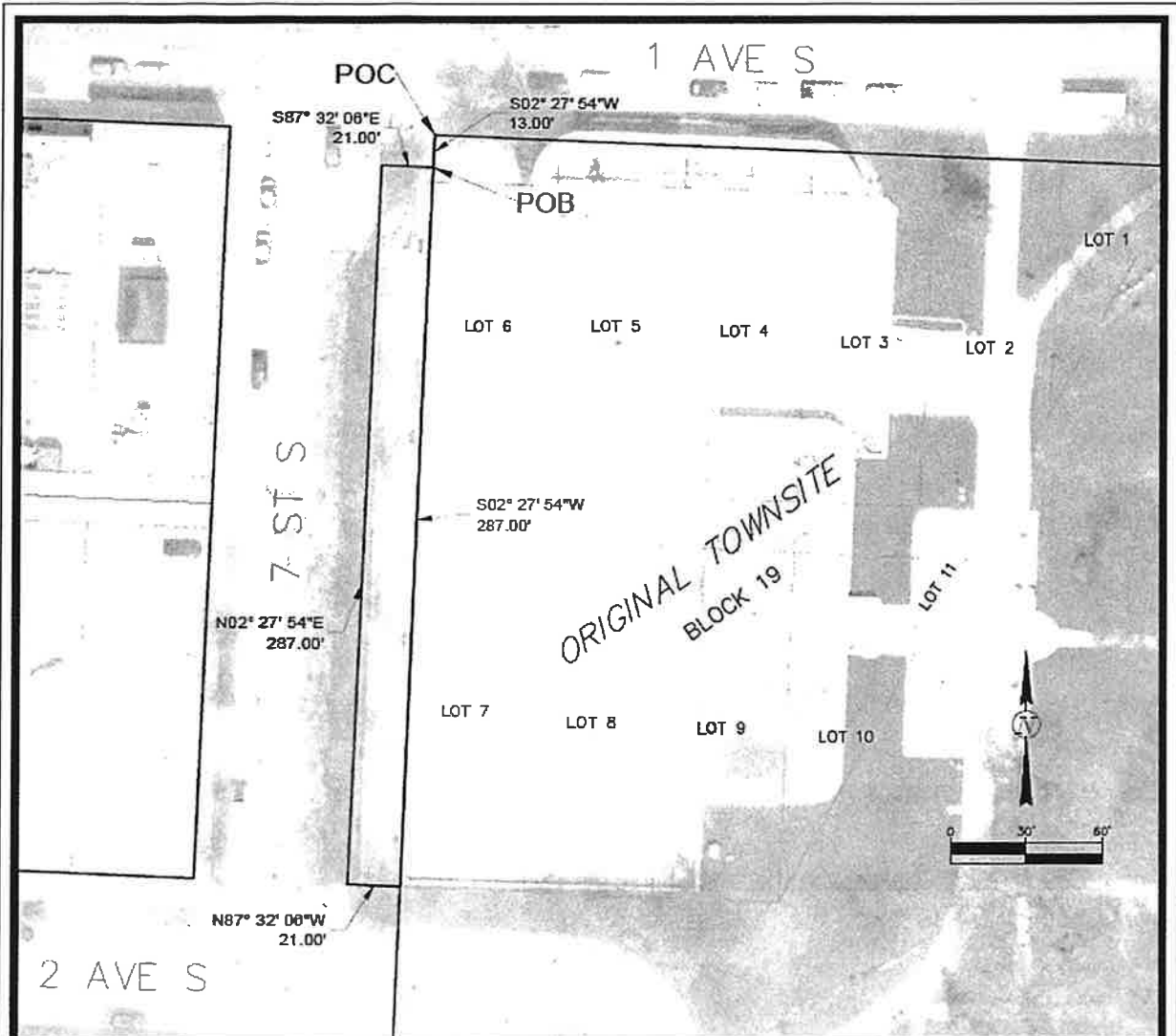
Existing Encroachment - Encroachment Agreement Doc #1533859 was recorded in 2018 to allow for encroachment of the bleachers on the west side of the pool. The encroachment agreement has a clause triggering termination upon reconstruction of 25% or more of the property value, which the City anticipates will be accomplished upon completion of the new pool project. (Encroachment displayed on page 2)

New Encroachment - The new 2023 updated encroachment agreement is already finished and signed which will be required for the pool footprint going forward. In order to record the new encroachment agreement, the parties must first terminate the 2018 encroachment agreement. (New Encroachment displayed on page 3)

The City hereby requests the Park District execute the enclosed Termination of Encroachment Agreement. Once approved and signed by the City, the City of Fargo's Engineering department will record the Termination of Encroachment Agreement, and thereafter record the new encroachment agreement which is already signed. In the following weeks, we will have another encroachment agreement ready for review and signature for the ADA ramp soon on the north side of the property.

Thanks,

City of Fargo ROW Management




An encroachment for the existing concrete bleachers within that part of the dedicated public streets of Original Townsite, City of Fargo, Cass County, North Dakota, described as follows:

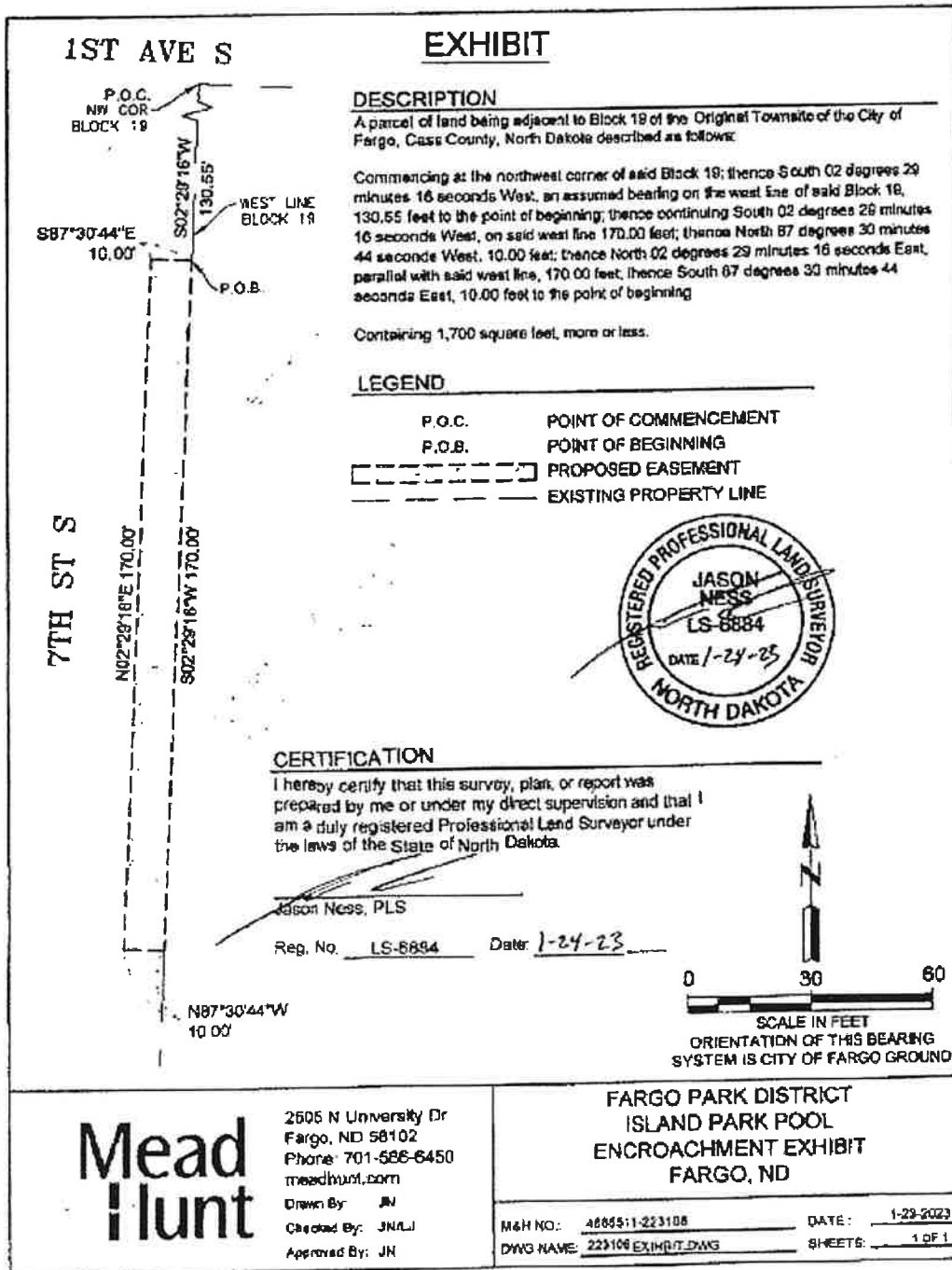
Commencing in the northwest corner of Block 19 of Original Township, City of Fargo, Cass County, North Dakota; thence $S02^{\circ} 27' 54''W$ along the west line of said Block 19 a distance of 13.00 feet to the point of beginning; thence continuing along said west line $S02^{\circ} 27' 54''W$ a distance of 287.00 feet; thence $N87^{\circ} 32' 06''W$ a distance of 21.00 feet; thence $N02^{\circ} 27' 54''E$ a distance of 287.00 feet; thence $S87^{\circ} 32' 06''E$ a distance of 21.00 feet to the point of beginning.

Said tract contains 6027 square feet, more or less.

Bearings based on the City of Fargo ground control system.

 CITY OF Fargo ENGINEERING DEPT.	ISLAND PARK POOL BLEACHERS		
	EXHIBIT A		
	DRAWN BY:	RJL	DATE: May 2017

Encroachment to be terminated



Encroachment to be recorded

TERMINATION OF ENCROACHMENT AGREEMENT

This Termination of Encroachment Agreement is made and entered by and between the **CITY OF FARGO**, a North Dakota municipal corporation, hereinafter referred to as “City”, and **PARK DISTRICT OF THE CITY OF FARGO**, hereinafter referred to as “Park District” or “Owner”;

WITNESSETH:

WHEREAS, Park District previously requested permission to encroach on a portion of the City’s right-of-way for the purpose of allowing concrete bleachers near the Island Park pool;

WHEREAS, Park District and City entered into an Encroachment Agreement dated February 12, 2018;

WHEREAS, the Encroachment Agreement was recorded by the parties with the Cass County Recorder on March 29, 2018 as Document No. 1533859.

WHEREAS, due to redevelopment and reconstruction of the Park District’s property at Island Park, the parties have determined to mutually terminate the Encroachment Agreement.

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

The Encroachment Agreement recorded as Document No.1533859 is hereby terminated, vacated, and shall be of no further effect.

The previously allowed encroachment against the following described real property is hereby terminated, and therefore is null and void:

Commencing in the northwest corner of Block 19 of Original Township, City of Fargo, Cass County, North Dakota; thence S02° 27' 54"W along the west line of said Block 19 a distance of 13.00 feet to the point of beginning; thence continuing along said west line S02° 27' 54"W a distance of 287.00 feet; thence N87° 32' 06"W a distance of 21.00 feet; thence N02° 27' 54"E a distance of 287.00 feet; thence S87° 32' 06"E a distance of 21.00 feet to the point of beginning.

Said tract contains 6,027 square feet, more or less.

By execution of this Termination of Encroachment Agreement, the encroachment is fully and completely released and may be terminated of record.

18

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Speed Limit Reduction

Location: 32nd Ave S & Univ Dr S

Date of Hearing: 7/15/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/22/2024</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed a communication from Division Engineer, Jeremy Gorden, regarding a request to lower speed limits on 32nd Avenue South between I-29 and Veterans Boulevard from 40 mph to 35 mph and University Drive South from 64th Avenue South to 76th Avenue South from 55 mph to 45 mph.

Target date for speed limit changes to take effect July 24, 2024.

On a motion by Tim Mahoney, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the request to lower speed limits along 32nd Avenue South and University Drive South.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC to approve the request to lower speed limits along 32nd Avenue South and University Drive South.

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>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

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

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

ATTEST:


 Tom Knakmuhs, P.E.
 City Engineer

Memo

July 15, 2024

To: PWPEC Members

From: Jeremy M. Gorden, PE, PTOE
Division Engineer, Transportation

Subject: Request for Speed Limit Reduction on 32nd Avenue S from I-29 to Veterans Boulevard and University Drive from 64th Avenue S to 76th Avenue S

32nd Avenue S Request

32nd Avenue S is a busy arterial roadway across the southern part of Fargo. We currently have it under construction between 42nd Street and 45th Street. It runs from the Red River to the Sheyenne Diversion. It has access to I-29, along with numerous commercial and residential areas. Based on NDDOT traffic data, the daily traffic volumes are the highest at the I-29 interchange, with volumes near 32,000, and they fall off as you proceed east and west, with volumes around 15,000 near Veterans Boulevard and around 15,000 near 25th Street. The posted speed limit between University Drive and I-29 is 35 mph, as well as west of Veterans Boulevard in West Fargo, and it is posted 40 mph between I-29 and Veterans Boulevard.

I would like to lower the speed limit on 32nd Avenue S between I-29 and Veterans Boulevard to 35 mph, making it a consistent speed limit throughout both Fargo and West Fargo.

University Drive S Request

University Drive is the backbone of our arterial road network on the eastern side of the city. The posted speed limit south of 58th Avenue S is 45 mph and at 64th Avenue S it moves to 55 mph. Based on NDDOT traffic data, the daily traffic volume near 52nd Avenue S is around 10,000, near 64th Avenue S the daily traffic volume is around 5,000, and near 76th Avenue S the daily volumes are 2,700.

I would like to lower the speed limit on University Drive S between 64th Avenue S and 76th Avenue to 45 mph, from the posted 55 mph that it is today.

Recommended Motion

I would recommend that we reduce the posted speed limit on 32nd Avenue S from I-29 to Veterans Boulevard from 40 mph to 35 mph; and on University Drive S from 64th Avenue S to 76th Avenue S from 55 mph to 45 mph, and forward to the City Commission for approval. Target date for speed limit changes to take affect would be July 24, 2024.



Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: July 18, 2024
Re: Master Service Agreements for HVAC and Plumbing Services (RFP24229)

Historically, City of Fargo divisions have operated independently when sending out Requests for Proposals and entering into agreements for facilities services. This results in having multiple RFPs and Agreements or Contracts with the same contractor that are very similar in nature, but limited in scope by building or division:

In an effort to create efficiencies in purchasing, Facilities Management worked with the Finance Department to map out a process to pre-qualify vendors for common facilities services used across the entire City of Fargo organization. The process includes a Request for Qualifications, review by a selection committee to determine qualification against the published criteria, and entering into a Master Service Agreement with the approved vendor(s) which will allow all Divisions to utilize the vendor(s). This process is in line with the Purchasing Policy.

Facilities Management published a Request for Qualifications (RFQ) on June 5, 2024. This RFQ was specifically for HVAC and/or Plumbing Services. Submissions were opened and reviewed on July 17, 2024. Eight Vendors were pre-qualified through this process. Those Vendors are:

- Daniel Olson Plumbing
- G&R Controls
- H.A. Thompson & Sons
- Home Heating & Plumbing
- J-Tech Mechanical
- Jeff's Plumbing
- Legacy Plumbing and Heating
- Valley Services Mechanical

The Agreements do not guarantee any work with the City of Fargo, nor does this process exclude other HVAC/Plumbing Vendors from future work with the City of Fargo.

Facilities Management is requesting the Commission's approval to move forward with the process of securing Master Service Agreements with the listed firms. The Master Service Agreements will be brought to the Commission on August 5, 2024 for final approval and signature.

Recommended Action:

Move to approve the eight selected pre-qualified firms and direct the Facilities Management department to pursue Master Service Agreements with each firm.



20

FINANCE OFFICE
225 4th Street North
Fargo, ND 58102
Phone: (701) 241-1333
www.FargoND.gov

TO: Board of Commissioners
FROM: Susan Thompson, Director of Finance
RE: FAHR Staff meeting – Items for Commission Review/Approval
DATE: July 22, 2024

Due to lack of agenda items, FAHR did not meet on July 15th; however, we are providing the June General Fund financial report, and two subsequently submitted items of a budget adjustment request and a grant application requests for your consideration.

Receive & File: General Fund – YTD June 2024 Budget to Actual
General Fund - 2Q24 YE Projections
We will discuss 2QYE projections at the August Finance Committee.

Action Needed: Budget Adjustments & Grant Application
Finance and Administration endorse the requests:

Library – Budget Adjustments for State Aid revenue in excess of budget and requested Northport site repair expenses.

Health – Approve Grant Application request, as per attached information.

City of Fargo, North Dakota
General Fund - Budget to Actual
 Unaudited Monthly Financial Statements - Through June 30, 2024
 Amounts shown in thousands

	YTD Budget		YTD Actual		YTD Variance
REVENUES:					
1 Taxes	\$ 44,322	\$	43,875	\$	(447)
2 Licenses & Permits	3,225		3,711		486
3 Intergovernmental Revenue	8,870		8,037		(833)
4 Charges for Services	7,097		5,348		(1,749)
5 Fines & Traffic Tickets	762		789		27
6 Interest	1,975		4,546		2,571
7 Miscellaneous Revenue	504		286		(218)
8 Transfers In	6,512		6,555		44
Total Revenues	\$ 73,267	\$	73,147	\$	(119)
EXPENDITURES:					
9 General Government	\$ 14,507	\$	14,206	\$	301
10 Public Safety	25,965		25,093		873
11 Public Works	7,853		6,948		905
12 Health & Welfare	7,961		7,737		224
13 Culture & Recreation	2,715		2,632		83
14 Economic Development	254		90		164
15 General Support	696		633		63
16 Capital Outlay	132		181		(49)
17 Operating Transfers	3,473		3,542		(69)
18 Contingency (Salary Savings)	(682)		3		(684)
Total Expenditures	\$ 62,874	\$	61,065	\$	1,809
Revenue Over (Under) Expenditures	\$ 10,393	\$	12,082	\$	1,689

1 Timing w/ tax remittance; YTD mild weather resulted in lower utility Franchise Fees.

3 YTD state highway funds are trending below budget. Adj projection.

4 Timing w/ Fees related to construction.

6 Higher interest rates than expected via budget.

10 Timing with Fire Station 8 personnel: budget: 7.5 x12 months (Jan-Dec); actual:15 x6 months July-Dec).

11 Mild Jan-Mar: lower snow/street related expenses.

18 Est 2024 Salary Savings budgeted here; actual salary savings is reflected within specific departments.

City of Fargo, North Dakota
General Fund - 2024 Year End Projections
 As of June 30, 2024
 Amounts shown in thousands

	YTD 2024 Actual	Remaining 2024 Estimates	YE 2024 Projections
REVENUES:			
1 Taxes	\$ 43,875	\$ 8,828	\$ 52,703
2 Licenses & Permits	3,711	3,798	7,509
3 Intergovernmental Revenue	8,037	14,912	22,949
4 Charges for Services	5,348	10,376	15,724
5 Fines & Traffic Tickets	789	929	1,718
6 Interest	4,546	4,975	9,521
7 Miscellaneous Revenue	286	800	1,086
8 Transfers In	6,555	6,636	13,191
Total Revenues	\$ 73,147	\$ 51,252	\$ 124,399
EXPENDITURES:			
9 General Government	\$ 14,206	\$ 13,701	\$ 27,907
10 Public Safety	25,093	25,337	50,430
11 Public Works	6,948	7,841	14,789
12 Health & Welfare	7,737	8,158	15,895
13 Culture & Recreation	2,632	2,802	5,434
14 Economic Development	90	254	344
15 General Support	633	653	1,286
16 Capital Outlay	181	238	419
17 Operating Transfers	3,542	4,350	7,892
18 Contingency (Salary Savings)	3	0	3
Total Expenditures	\$ 61,065	\$ 63,334	\$ 124,399
Revenue Over (Under) Expenditures	\$ 12,082	\$ (12,082)	\$ 0

- 3** Adjust State Highway funds down to trends.
- 6** Adj Interest Income to anticipated higher than budget due to rates.
- 17** Added Anticipated Transfer for Transit Deficit.
- 18** Budgeted Salary Savings reflected in department reporting.

Disclaimers/Wildcards:

- Assumes "normal" winter.
- Assumes receipt of budgeted grant revenues.
- Does not reflect any estimate for unrealized gain/loss on investments.

**Report of Action:
FAHR**



- Purchase Policy
- Budget Adjustment/Reallocation
- Personnel Request
- Other Financial

Department: Library
Description: Library requests budget adjustments for increased state aid revenue and expenses associated with repairs to the Northport site.

Net Financial Impact: +\$20,518

Finance and Administration endorse this request.

Suggested Motion:

Approve the additional state aid award of \$75,218, and approve funding of \$41,000 for the replacement of carpet at the Northport Library and approve \$13,700 for widening of the entrance at the Northport Library.



FARGO PUBLIC LIBRARY

101 4th Street North

Fargo, ND 58102

Phone: (701) 241-1472

www.FargoND.gov

TO: City Commission

FROM: Timothy S. Dirks, MLIS, MPA
Director Fargo Public Library

RE: Budget Adjustment

DATE: July 29, 2024

The Library has just been notified of our 2024 State Aid award in the amount of \$121,300. This exceeds the 2024 budget by \$75,218.

We request to use some of these excess funds for much-needed facility improvements at our Northport location.

The Fargo Public Library is striving to make its facilities as safe and accessible as possible for patrons. The Northport Library currently has issues with the existing carpet bubbling up and creating a tripping hazard. The carpet needs to be replaced. Facilities estimates the replacement cost at \$41,000. Additionally, the library's facilities master plan identified the need to widen entrance of the Northport Library to provide better ADA access. Facilities estimates the widening cost at \$13,700.

Recommended motion:

Approve the additional state aid award of \$75,218, and approve funding of \$41,000.00 for the replacement of the carpet at the Northport Library and approve \$13,700.00 for the widening of the entrance at the Northport Library.

BUDGET ADJUSTMENT REQUEST

This form must be completed for all budget adjustments. Please include this form with any requests submitted to FAHR and City Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.

*Finance should review this adjustment request form for validity before it is presented to ensure accuracy when presented to Committees. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.*

DEPARTMENT: Library

REQUESTED BY: Timothy S. Dirks PROJECT NUMBER: _____

DATE PREPARED: 7.15.24

DESCRIPTION OF REQUEST: The budget adjustment is to reflect the actual amount of State Aid received and utilize the adjustment to fund the replacement of the carpet and widening of the front door at the Northport Library.

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-335-70-00	\$ 46,082	+ \$ 75,218	= \$ 121,300
-----		+	= \$ -
-----		+	= \$ -
-----		+	= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 75,218	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-7016-463-74-10	\$ -	+ \$ 54,700	= \$ 54,700
-----		+	= \$ -
-----		+	= \$ -
-----		+	= \$ -
-----		+	= \$ -
-----		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 54,700	
Net Budget Impact:		\$ 20,518	

PLEASE NOTE: Budget Adjustments that increase expenditures MUST be approved by Finance & Commission.

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:	
FAHR REVIEWED ON:	_____
CITY COMMISSION APPROVED ON:	_____
ENTERED BY FINANCE: Date:	_____
By:	_____
BA#	_____

**Report of Action:
FAHR**



- Purchase Policy
- Budget Adjustment/Reallocation
- Personnel Request
- Other Financial

Department: Health

Description: Health requests approval to apply for a Bureau of Justice Assistance grant award in the amount of \$1 million, with the requirement of a \$500,000 local match over three years of the program. No new funds will be needed for the match, as Health is already supporting Harm Reduction initiatives and the existing funding will count as the required local match.

Net Financial Impact: \$1 million+ over the life of the grant

Finance and Administration endorse this request.

Suggested Motion:

Approve Fargo Cass Public Health's request to move ahead with the grant application for funding through the US Department of Justice/Bureau of Justice Assistance.



FARGO CASS PUBLIC HEALTH

ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360

FargoCassPublicHealth.com

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL *JF*
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 16, 2024

RE: APPLICATION FOR BJA FY24 SMART RE-ENTRY HOUSING DEMONSTRATION PROGRAM

An application is being made for a grant regarding smart re-entry housing demonstration program. The BJA (Bureau of Justice Assistance) is seeking to fund local governments to enhance or implement evidence-based activities or services to improve reentry and reduce recidivism by expanding and/or increasing access to housing for people who are currently or formerly involved in the criminal justice system. Prior to release of incarceration, individuals will be screened, assessed, and identified for program participation. The program will help jurisdictions assess their reentry systems, identify strengths and gaps and then build capacity for improved housing options for adults released from prison or jail.

This \$1,000,000 grant opportunity requires a \$500,000.00 match spread out over the three years of the program. The City of Fargo is already supporting the Harm Reduction Unit – Withdrawal Management Unit for \$230,000 a year. These funds can be utilized to meet the required match, there no new funds are required. Additionally, if awarded, the program would aim to decrease the financial supplementation the City of Fargo has provided to \$167,000 a year for a net savings of \$63,000 a year.

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

Suggested Motion:

Please allow Fargo Cass Public Health to move ahead to apply for these funds through the US Department of Justice/Bureau of Justice Assistance.

JF/lls

CITY OF Fargo Fire Department

(21)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: JULY 15, 2024

SUBJECT: MUTUAL AID AGREEMENT BETWEEN THE CITY OF FARGO FIRE DEPARTMENT AND THE CITY OF WEST FARGO FIRE DEPARTMENT

Annually I review the mutual aid agreements that the Fargo Fire Department is a party to. The FFD has had a long standing agreement with the West Fargo Fire Department. In the review it was determined that it would be appropriate to add a conflict resolution statement. In all other areas there were no changes.

This agreement mirrors other agreements established with other fire service agencies.

RECOMMENDED MOTION: Approve the Mutual Aid Hold Harmless agreement between the City of Fargo Fire Department and the City of West Fargo Fire Department.

MUTUAL AID AGREEMENT

Memorandum of Understanding (MOU) between

City of Fargo, ND Fire Department

And

City of West Fargo, ND Fire Department

¶ Whereas, the laws of the State of North Dakota provide that each political subdivision is empowered to make and enter into mutual aid agreements with other political subdivisions in order to more effectively respond and provide public safety services during emergency situations;

¶ Whereas, the undersigned political subdivisions that are parties to this mutual aid agreement must confront numerous threats to public health and safety, including but not limited to natural or manmade disasters;

¶ Whereas, none of the parties to this Agreement possesses all of the necessary resources to cope with every possible incident, emergency, or disaster by itself, and an effective, efficient response can best be achieved by the application and leveraging of the collective resources of these entities;

¶ Whereas, the parties to this Agreement have determined it is in their collective best interest to develop and implement preparedness plans and conduct joint exercises in advance of a sudden and immediate need in order to enhance the efficiency and effectiveness of their response to any emergency or disaster;

¶ Whereas, it is desirable that each of the parties hereto should voluntarily aid and assist each other in the event an emergency situation should occur, by the interchange of response services; and

¶ Whereas, it is necessary and desirable that a mutual aid agreement be executed for the interchange of such mutual assistance on a local, county, and/or regional basis; Now, therefore, it is hereby agreed by and between each and all of the parties hereto as follows:

¶ Terms of the Agreement

- 1) Each party agrees that in the event of an emergency situation, each other party to this mutual aid agreement shall furnish such personnel, equipment, facilities, or services as are available, provided that such actions would not unreasonably diminish the assisting entity's ability to provide emergency services within its jurisdiction.
- 2) Each party shall designate the appropriate official within its jurisdiction who has the legal authority to bind its jurisdiction to this Agreement and who shall sign this Agreement.
- 3) In order to invoke assistance under the provisions of this Agreement, the authorized representative from the requesting entity shall be required to contact the authorized representative of the responding entity by voice communication system, in writing or through a message relay provided by an emergency dispatch center. Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched. The responding entity may request such

10) Liability, Workers' Compensation, Property Damage.

a) **Workers' Compensation Coverage:** Each member political subdivision will be responsible for its own actions and those of its employees and is responsible for complying with the rules and laws established by the State of North Dakota. Each member political subdivision should understand that workers' compensation coverage does not automatically extend to volunteers. Each political subdivision may obtain workers' compensation coverage for any volunteer at the political subdivision's description.

b) **Automobile Liability Coverage:** Each member political subdivision is responsible for its own actions. Each political subdivision agrees to obtain public liability insurance coverage which at a minimum matches the liability limits for political subdivisions under N.D.C.C. Chp. 32-12.1. This would entail liability insurance with at least \$375,000 per person and \$1,000,000 per occurrence combined single limit for the year 2022 and thereby rising pursuant to N.D.C.C. 32-12.1-03 through 2027. Such insurance coverage must be by a policy with an insurance company licensed to do business in North Dakota, or by being a qualified self-insured, or by being a member of a group self-insurance association. Each political subdivision is responsible for complying with the motor vehicle financial responsibility laws of the State of North Dakota. Each party agrees to obtain automobile liability coverage with at least \$375,000 per person and \$1,000,000 per occurrence combined single limit and coverage extended to owned, non-owned, and hired vehicles by a policy with an insurance company licensed to do business in North Dakota, by being a qualified self-insured, or by being a member of a group self-insurance association. It is understood that the member political subdivision may include in the emergency response volunteer companies that have motor vehicles titled in the name of the volunteer company. It is the responsibility of the member political subdivision to determine if the volunteer company has automobile liability coverage as outlined in this section. This provision is met by being a qualified self-insured or by being a member of a group self-insurance association.

c) **General Liability, Public Officials Liability, and Law Enforcement Liability:**

(1) Each member political subdivision is responsible for its own actions.

(2) For the purposes of North Dakota Century Code (N.D.C.C. § 32-12.1 Governmental Liability) only, the employees and officers of the assisting entity are deemed to be employees of the requesting entity.

(3) Under no circumstance, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in N.D.C.C. § 32-12.1, applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

(4) To the extent permitted by law, the requesting entity agrees to defend, indemnify, and hold harmless the assisting entity against any claims brought or actions filed against the assisting entity or any employee of the assisting entity for personal injury or damage to property of any third person or persons, arising from the performance and provision of assistance pursuant to this Agreement within the limits of N.D.C.C. § 32-12.1.

11) On a regular basis, each party shall develop and update a plan providing for effective mobilization of resources and facilities.

12) Interagency assistance plans may be developed and updated on a regular basis by the parties hereto and are operative between the parties in accordance with the provisions of such plans. In addition to the emergency response plans set forth

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

City of Fargo/Fire Department



Fire Chief, Steven J. Dirksen

7/15/2024

Date

Fargo Mayor, Timothy J. Mahoney M.D.

Date

City of West Fargo/Fire Department



City Administrator, Dustin Scott

5/29/24

Date



West Fargo Mayor, Bernie Dardis

5/29/24

Date

CITY OF Fargo Fire Department

22

MEMORANDUM

TO: FARGO CITY COMMISSION

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: 07/09/2024

**SUBJECT: ELECTRICAL CONSTRUCTION CHANGE ORDER #2 FOR PROJECT BP0065
FIRE STATION #8**

This item was previously approved in March. As I was auditing my work I found that I had omitted a few additional items. Those changes are reflected below:

This request is for a change order for the electrical construction of Fire Station # 8.

CO # 2. – Add conduit and wiring for fire station alerting system. Originally this was planned to be installed by the fire station alerting company. In order to keep the project moving forward we felt it best to have our electrical contractor complete this task at a cost of \$17,850. Add conduit and wiring when to ACCU units had to be relocated at a cost of \$897.00.

The original price of the contract for Electrical Construction was \$591,000. The proposed changes will bring the total cost of the Electrical Construction to \$604,780.00.

CO#2 additional items – Addition of conduit and wire for and additional TV location at a cost of \$1,358.00, furnish and install new lights on the East exterior wall due to conflict with plumbing at a cost of \$544.00, furnish and install conduit for an SCBA fill station at a cost of \$2,426.00.

The original price of the contract for Electrical Construction was \$591,000. The proposed changes will bring the total cost of the Electrical Construction to \$609,108.00.

RECOMMENDED MOTION: Approve corrected change order #2 for Electrical Construction for BP0065 Fire Station #8 in the amount of \$23,075.00.



AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Fire Station #8 6617 33rd St S Fargo, ND 58104	CONTRACT INFORMATION: Contract For: Electrical Construction Date: May 15, 2023	CHANGE ORDER INFORMATION: Change Order Number: E02 Date: March 25, 2024
OWNER: <i>(Name and address)</i> City of Fargo Fire Department 637 NP Avenue Fargo, ND 58102	ARCHITECT: <i>(Name and address)</i> Engineers-Architects, P.C. (herein known as EAPC Architects Engineers) 112 North Roberts Street Suite 300 Fargo, ND 58102	CONTRACTOR: <i>(Name and address)</i> Grotberg Electric, Inc. 1109 West Main P.O. Box 426 Valley City, North Dakota 58072

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Furnish and install conduit and wire for ACCU units #1 and #2 that were relocated in the mezzanine.

Furnish and install conduit and wire for new Alerting system as per following drawings dated 2/16/2024.

Furnish and install conduit and wire for adding a TV location as per drawing. Includes data drops and cable TV drop back to main data center.

Furnish and install new lights by windows along East wall.

Furnish and install conduit and wire for new air compressor in room 124.


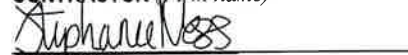

The original Contract Sum was	\$ 591,000.00
The net change by previously authorized Change Orders	\$ -4,967.00
The Contract Sum prior to this Change Order was	\$ 586,033.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 23,075.00
The new Contract Sum including this Change Order will be	\$ 609,108.00

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be

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

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

Engineers-Architects, P.C. (herein known as EAPC Architects Engineers)	Grotberg Electric, Inc.	City of Fargo Fire Department
<u>ARCHITECT (Firm name)</u>	<u>CONTRACTOR (Firm name)</u>	<u>OWNER (Firm name)</u>
		
SIGNATURE	SIGNATURE	SIGNATURE
Nicholas Naujokas, AIA, Senior Architect	Stephanie Ness, Secretary/Treasurer	Steven J. Dirksen, Fire Chief
<u>PRINTED NAME AND TITLE</u>	<u>PRINTED NAME AND TITLE</u>	<u>PRINTED NAME AND TITLE</u>
<u>3/25/2024</u>	<u>04/05/2024</u>	<u>4/4/2023</u>
DATE	DATE	DATE

ELECTRICAL WIRING AGREEMENT



Date 01/31/24 Pg 1 of 1

Customer City of Fargo Fire Station

Address 637 NP Ave.

Project Moving ACCU units on mezzanine

Location of Job 6617 33rd st S Fargo ND

Commercial – Residential – Industrial
 1049 5th Ave NE West Fargo ND
 phone: (701) 373-0663
 fax: (701) 373-0664
 email-thomas_moltzan@grotbergelectric.com

SPECIFICATIONS OF JOB FOR ABOVE-REFERENCED PROJECT

We agree to following

Furnish and install conduit and wire for ACCU units #1 and #2 that were relocated in the mezzanine.

Labor	\$612.00
Material	<u>\$285.00</u>
Add to contract	\$897.00

TERMS AND CONDITIONS

PAYMENT. The above-referenced sum shall be payable as follows: As Job progresses

EFFECTIVE DATE. This agreement becomes effective when signed by Grotberg Electric Inc. and accepted by Customer.

Acceptance by Customer is complete only upon delivery of a signed agreement to Grotberg Electric, Inc.

WITHDRAWAL OF AGREEMENT. This agreement is automatically withdrawn by Grotberg Electric, Inc., if it is not accepted by customer within seven (7) days.

CUSTOMER

By: Tom Moltzan Title: Estimator
email-thomas_moltzan@grotbergelectric.com
www.grotbergelectric.com

By: _____ Title: _____
ACCEPTANCE Dated: _____

ELECTRICAL WIRING AGREEMENT



Date 03/01/24 Pg 1 of 1

Customer City of Fargo Fire Station

Address 637 NP Ave.

Project Wiring for Alert system

Location of Job 6617 33rd st S Fargo ND

Commercial – Residential – Industrial
 1049 5th Ave NE West Fargo ND
 phone: (701) 373-0663
 fax: (701) 373-0664
 email-thomas_moltzan@grotbergelectric.com

SPECIFICATIONS OF JOB FOR ABOVE-REFERENCED PROJECT

We agree to following

Furnish and install conduit and wire for new Alerting system as per following drawings dated 2/16/2024.

Drawings and specs FSA-1 thru FSA 15.

All control cables in Apparatus bay and Decontamination room to be in conduit.

All control cables in the rest of the building to be run with data cabling hooks above drop ceilings.

Final connections of head end equipment by others.

All devices furnished by others.

Final testing and training by others.

Inspection Fees included.

Note: Need to verify the how to connect the two kitchen shut down systems together.

Mech contractor furnished one as well.

Base Bid	\$17,850.00
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TERMS AND CONDITIONS

PAYMENT. The above-referenced sum shall be payable as follows: As Job progresses

EFFECTIVE DATE. This agreement becomes effective when signed by Grotberg Electric Inc, and accepted by Customer.

Acceptance by Customer is complete only upon delivery of a signed agreement to Grotberg Electric, Inc.

WITHDRAWAL OF AGREEMENT. This agreement is automatically withdrawn by Grotberg Electric, Inc., if it is not accepted by customer within seven (7) days.

CUSTOMER

By: Tom Moltzan Title: Estimator
email-thomas_moltzan@grotbergelectric.com

By: _____ Title: _____
ACCEPTANCE Dated: _____

www.grotbergelectric.com

ELECTRICAL WIRING AGREEMENT



Commercial – Residential – Industrial
 1049 5th Ave NE West Fargo ND
 phone: (701) 373-0663
 fax: (701) 373-0664
 email-thomas_moltzan@grotbergelectric.com

Date 03/25/24 Pg 1 of 1

Customer City of Fargo Fire Station

Address 637 NP Ave.

Project Adding Tv in Fitness 107

Location of Job 6617 33rd st S Fargo ND

SPECIFICATIONS OF JOB FOR ABOVE-REFERENCED PROJECT

We agree to following

PR E02

Furnish and install conduit and wire for adding a Tv location as per drawing.
Includes data drops and cable TV drop back to main data center.

Labor	\$442.00
Material	\$145.00
Data	\$771.00
Add to contract	\$1,358.00

TERMS AND CONDITIONS

PAYMENT. The above-referenced sum shall be payable as follows:

As Job progresses

EFFECTIVE DATE. This agreement becomes effective when signed by Grotberg Electric Inc, and accepted by Customer.

Acceptance by Customer is complete only upon delivery of a signed agreement to Grotberg Electric, Inc.

WITHDRAWAL OF AGREEMENT. This agreement is automatically withdrawn by Grotberg Electric, Inc., if it is not accepted by customer within seven (7) days.

CUSTOMER

By: Tom Moltzan Title: Estimator
email-thomas_moltzan@grotbergelectric.com
www.grotbergelectric.com

By: _____ Title: _____
ACCEPTANCE Dated: _____

ELECTRICAL WIRING AGREEMENT



Date 03/25/24 Pg 1 of 1

Customer City of Fargo Fire Station

Address 637 NP Ave.

Project Changing can lights RM 107

Location of Job 6617 33rd st S Fargo ND

Commercial – Residential – Industrial
 1049 5th Ave NE West Fargo ND
 phone: (701) 373-0663
 fax: (701) 373-0664
 email-thomas_moltzan@grotbergelectric.com

SPECIFICATIONS OF JOB FOR ABOVE-REFERENCED PROJECT

We agree to following

Furnish and install new lights by windows along East wall. The lights originally figured to go in were to deep and hit the plumbing pipes.

Total of two lights.

We will turn over the can lights to the owner. We are unable to return them.

Labor	\$0.00
Material	<u>\$544.00</u>
Add to contract	\$544.00

TERMS AND CONDITIONS

PAYMENT. The above-referenced sum shall be payable as follows: As Job progresses

EFFECTIVE DATE. This agreement becomes effective when signed by Grotberg Electric Inc, and accepted by Customer.

Acceptance by Customer is complete only upon delivery of a signed agreement to Grotberg Electric, Inc.

WITHDRAWAL OF AGREEMENT. This agreement is automatically withdrawn by Grotberg Electric, Inc., if it is not accepted by customer within seven (7) days.

CUSTOMER

By: Tom Moltzan Title: Estimator
email-thomas_moltzan@grotbergelectric.com
www.grotbergelectric.com

By: _____ Title: _____
ACCEPTANCE Dated: _____



1740 S. Reynolds Highway, Peachtree City, Georgia 30091
 NEW CONSTRUCTION & REMODEL

Luminaire Type: **4** : **1**

Catalog Number:

IV06SD 30LM 35K 80CRI WD M X110 MVOLT

EXAMPLE: IV06S D 10LM 35K 80CRI MWD MIN10 MVOLT ZT NCH P AR LSS F

ORDERING INFORMATION

Series	Function	Lumen Packages	Kelvin Temperature	Color Rendering Index ²	Distribution	Dimming Level
IV06S Round Shallow Recessed	D Downlight	05LM ¹ 500 Lumens	27K 2700K	80CRI 80+ CRI	MD Medium (0.8 s/mh, 60°) MWD Medium Wide (1.0 s/mh, 65°) WD Wide (1.2 s/mh, 75°)	MIN1 Constant current, dimming to 1% MIN10 Constant current, dimming to 10% DARK Constant current, dimming to 0.1%
		07LM 750 Lumens	30K 3000K	90CRI 90+ CRI		
		10LM 1000 Lumens	35K 3500K	95CRI 95+ CRI		
		15LM 1500 Lumens	40K 4000K			
		20LM 2000 Lumens	50K 5000K			
		25LM 2500 Lumens				
		30LM 3000 Lumens				
		35LM 3500 Lumens				
		40LM 4000 Lumens				
		45LM 4500 Lumens				
50LM 5000 Lumens						

Voltage	Control Input	Emergency Option	Housing Style	Options
MVOLT 120V-277V 120 120V 277 277V 347 ¹ 347V	ZT ⁴ 0-10V Generic. EZT 0-10V eLdoLED. ELV ⁵ Electronic line voltage. Forward phase-cut (120V only) DMX ⁶ DMX with ADM (remote device management). DALI ⁶ DALI Compatible. NLIGHT ⁷ nLight enabled NLTAIR2 ⁷ nLight Air (Wireless Enabled) NLIGHTER ⁷ nLight enabled emergency circuit NLTAIREM2 ⁷ nLight AIR Gen2 with UL924 compliant EM	(Blank) No Emergency E6WR ⁷ 6W integral emergency battery, CA Title 20 compliant emergency battery pack with remote test switch. 2500LM max.	NCH New Construction Housing ICAT IC/Airtight Housing (new construction only). 2500LM max. CP Chicago Plenum (new construction only). 2500LM max. RM Remodel/Install from below. Not available with Emergency Pack options.	SF ⁸ Single Fuse. Specify 120 or 277.

Trim Style	Trim Color	Trim Finish	Flange Option
P Open Reflector	AR Clear Anodized	LD Matte Diffuse	F Self Flanged (color matches trim)
	BR Black Anodized	LS Specular	FL Flangeless (Drywall)
	GR Gold Anodized	LSS Semi Specular	FBL ¹¹ Flange Only Black
	PR Pewter Anodized		FWR ¹² Flange Only White
	WTR Wheat Anodized		FRALTB ¹⁰ Flange Only RAL
	WR ^{9,13} White Gloss (painted)		FCPC Flange Only Custom Finish
	WMR ⁹ Soft White Matte (painted)		
	WRAMF ⁹ White with Anti-Microbial (painted)		
	BZR ^{9,13} Dark Bronze painted		
	TRALTB ^{9,10} Trim RAL # TBD (TBD for pricing only)		
TCPC ¹ Trim Custom Paint Color			

ACCESSORIES – order as separate catalog numbers (shipped separately)	
IV06SOPTC D MD U	Field Replaceable Optic, Medium Distribution
IV06SOPTC D MWD U	Field Replaceable Optic, Medium Wide Distribution
IV06SOPTC D WD U	Field Replaceable Optics, Wide Distribution

ORDERING NOTES	
1. 05LM only available with ELV or ZT. Not available with 347V.	9. Not available with Optical Finish.
2. 50K CCT is not available with 90CRI. 35K, 40K or 50K is not available with 95CRI.	10. Replace with applicable RAL number and finish when ready to order. See DALI BROCHURE for available color options.
3. 347 only available with ZT at MIN1 or MIN10.	11. For use with different reflector (flange colors only) (i.e. AR, BZR, GR, PR, WR, WTR, WR, WMR, WRAMF options). Not applicable with BR (black reflector) or FL (flangeless) option.
4. ZT is not available with DARK.	12. For use with different reflector (flange colors only) (i.e. AR, BR, BZR, GR, PR, WTR, BZR options). Not applicable with WR (white reflector) or FL (flangeless) option.
5. Only available with MIN1.	13. SDCR - Super Durable Corrosion Resistant Power Paint.
6. DMX and DALI are not available with MIN1 or MIN10.	
7. E6WR is not available with DMX, NLIGHT, NLIGHTER, or NLTAIREM2.	
8. RM with SF is not valid with DMX or nLight.	



ELECTRICAL WIRING AGREEMENT



Date 03/24/24 Pg 1 of 1

Customer City of Fargo Fire Station

Address 637 NP Ave.

Project Wiring for new Air compressor

Location of Job 6617 33rd st S Fargo ND

Commercial – Residential – Industrial
 1049 5th Ave NE West Fargo ND
 phone: (701) 373-0663
 fax: (701) 373-0664
 email-thomas_moltzan@grotbergelectric.com

SPECIFICATIONS OF JOB FOR ABOVE-REFERENCED PROJECT

We agree to following

PR E03

Furnish and install conduit and wire for new air compressor in room 124.

Includes disconnect and new breaker.

Compressor to be fed out of MDP in main electrical room.

Labor	\$470.00
Material	<u>\$1,956.00</u>
Add to contract	\$2,426.00

TERMS AND CONDITIONS

PAYMENT. The above-referenced sum shall be payable as follows: As Job progresses

EFFECTIVE DATE. This agreement becomes effective when signed by Grotberg Electric Inc, and accepted by Customer.

Acceptance by Customer is complete only upon delivery of a signed agreement to Grotberg Electric, Inc.

WITHDRAWAL OF AGREEMENT. This agreement is automatically withdrawn by Grotberg Electric, Inc., if it is not accepted by customer within seven (7) days.

CUSTOMER

By: Tom Moltzan Title: Estimator
email-thomas_moltzan@grotbergelectric.com
www.grotbergelectric.com

By: _____ Title: _____
ACCEPTANCE Dated: _____



23

Fire Department
637 NP Avenue
Fargo, ND 58102
Phone: 701.241.1540 | Fax: 701.241.8125
www.FargoND.gov

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: 7/9//2024

SUBJECT: GENERAL CONSTRUCTION CHANGE ORDER #12 & #13 FOR PROJECT BP0065 FIRE STATION #8

This request is for three change orders for the general construction of Fire Station # 8.

CO # 12. – Additional sheetrock for fire rating at a cost of \$325.00.

CO # 13. – Additional framing for soffit at a cost of \$1,411.00.

The original price of the contract for General Construction was \$3,504,720.00. The proposed changes will bring the total cost of the General Construction to \$3,564,928.06.

RECOMMENDED MOTION: Approve change order #12 and #13 for General Construction for BP0065 Fire Station #8 in the amounts of \$325.00 and \$1,411.00.

AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Fire Station #8 6617 33rd St S Fargo, ND 58104	CONTRACT INFORMATION: Contract For: General Construction Date: May 15, 2023	CHANGE ORDER INFORMATION: Change Order Number: G11 Date: March 21, 2024
OWNER: <i>(Name and address)</i> City of Fargo Fire Department 637 NP Avenue Fargo, ND 58102	ARCHITECT: <i>(Name and address)</i> Engineers-Architects, P.C. (herein known as EAPC Architects Engineers) 112 North Roberts Street Suite 300 Fargo, ND 58102	CONTRACTOR: <i>(Name and address)</i> Ledgestone, Inc. 22930 County Hwy 6 Detroit Lakes, MN 56501

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Provide layer of 5/8" sheetrock behind shower unit in Room 106 for fire rating per PR 07. Additional framing and sheetrock to accomodate site conditions per PR-8.

The original Contract Sum was	\$ 3,504,720.00
The net change by previously authorized Change Orders	\$ 70,593.45
The Contract Sum prior to this Change Order was	\$ 3,575,313.45
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,736.00
The new Contract Sum including this Change Order will be	\$ 3,577,049.45

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

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

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

Engineers-Architects, P.C. (herein known as EAPC Architects Engineers) _____ ARCHITECT <i>(Firm name)</i>  _____ SIGNATURE Nicholas Naujokas, AIA, Senior Architect _____ PRINTED NAME AND TITLE 3/21/2024 _____ DATE	Ledgestone, Inc. _____ CONTRACTOR <i>(Firm name)</i>  _____ SIGNATURE Josh Lessman, President _____ PRINTED NAME AND TITLE 4/8/2024 _____ DATE	City of Fargo Fire Department _____ OWNER <i>(Firm name)</i>  _____ SIGNATURE Steven J. Dirksen, Fire Chief _____ PRINTED NAME AND TITLE 4/4/2024 _____ DATE
---	--	--

Ledgestone Inc.
 22930 CO Hwy 6
 Detroit Lakes MN 56501

www.ledgestoneinc.com
 218-849-6140
 218-847-5013



Change Order Request

COR Number: 12

Date: 3/12/2024

Project Number: 2301

Contract Date: 5/15/2023

To:	Project:
City of Fargo Fire Department 637 NP Avenue Fargo ND 58102	Fargo Fire Department Station #8 6617 33rd Street South Fargo ND 58104

Description of Change:

Provide layer of 5/8" sheetrock behind shower unit in Room 106 for fire rating per PR 07.

Project Original Contract Sum	3,504,720.00
Total of Previously Approved Change Orders	40,888.06
Contract Amount Prior to this Change Order	3,545,608.06
Proposed Contract Amount of this Change Order	325.00
Proposed Contract Amount Including this Change Order	3,545,933.06

Accepted By:

_____ Contractor (Company Name)	_____ Owner (Company Name)	_____ Other (Company Name)
_____ By (Signature)	_____ By (Signature)	_____ By (Signature)
_____ Printed Name	_____ Printed Name	_____ Printed Name
_____ Date	_____ Date	_____ Date
	_____ Owner's Change Order Number	

Ledgestone Inc.
22930 CO Hwy 6
Detroit Lakes MN 56501

www.ledgestoneinc.com
218-849-6140
218-847-5013



Change Order Request

COR Number: 12
Date: 3/12/2024

To: City of Fargo Fire Department	Project: Fargo Fire Department Station #8
--	--

Item	Description	Quantity	UOM	Unit Price	Extended Price
09 - Finishes					
	Additional sheetrock for fire rating	1.00	LS	290.00	290.00
	Profit & Overhead	0.00		0.00	35.00
				Finishes Total:	325.00
				Change Order Total:	325.00



(P) 701-282-4365

(F) 701-282-8427

2007 East Main Ave. | West Fargo, ND 58078

March 7, 2024

Fire Station PR G07 Extra Layer at restroom 106

Josh,

To provide a 2nd layer of gyp on west wall and south wall behind the shower is an add of (matl 130, labor 150) \$290

Please let me know if you have any questions.

Thanks
Travis Miller
Miller & Sons Drywall, Inc

DRYWALL | E.I.F.S. | LATHING | PLASTERING

Ledgestone Inc.
 22930 CO Hwy 6
 Detroit Lakes MN 56501

www.ledgestoneinc.com
 218-844-4550
 218-847-5013



Change Order Request

COR Number: 13

Date: 3/20/2024

Project Number: 2301

Contract Date: 5/15/2023

To:	Project:
City of Fargo Fire Department 637 NP Avenue Fargo ND 58102	Fargo Fire Department Station #8 6617 33rd Street South Fargo ND 58104

Description of Change:

Additional framing and sheetrock to accomodate site conditions per PR-8.

Project Original Contract Sum	3,504,720.00
Total of Previously Approved Change Orders	58,844.06
Contract Amount Prior to this Change Order	3,563,564.06
Proposed Contract Amount of this Change Order	1,411.00
Proposed Contract Amount Including this Change Order	3,564,975.06

Accepted By:

_____	_____	_____
Contractor (Company Name)	Owner (Company Name)	Other (Company Name)
_____	_____	_____
By (Signature)	By (Signature)	By (Signature)
_____	_____	_____
Printed Name	Printed Name	Printed Name
_____	_____	_____
Date	Date	Date

	Owner's Change Order Number	

Ledgestone Inc.
 22930 CO Hwy 6
 Detroit Lakes MN 56501

www.ledgestoneinc.com
 218-844-4550
 218-847-5013



Change Order Request

COR Number: 13
Date: 3/20/2024

To: City of Fargo Fire Department	Project: Fargo Fire Department Station #8
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Item	Description	Quantity	UOM	Unit Price	Extended Price
09 - Finishes					
	Soffit framing @ Vestibule 101	1.00	LS	250.00	250.00
	Furring over precast @ Vestibule 111	1.00	LS	520.00	520.00
	Soffit extension and bulkhead @ 102.1	1.00	LS	310.00	310.00
	Furring wall at shower 106	1.00	LS	180.00	180.00
	Profit & Overhead	0.00		0.00	151.00
Finishes Total:					1,411.00
Change Order Total:					1,411.00



Miller & Sons
DRYWALL INC.



(P) 701-282-4365

(F) 701-282-8427

2007 East Main Ave. | West Fargo, ND 58078

March 14, 2024

RFI 16 Vest Ceiling Soffit

Josh,

To add a soffit in the ceiling of Vest 101 would be an add of (matl 30, labor 220) \$250

Please let me know if you have any questions.

Thanks
Travis Miller
Miller & Sons Drywall, Inc

DRYWALL | E.I.F.S. | LATHING | PLASTERING



Miller & Sons
DRYWALL INC.



(P) 701-282-4365

(F) 701-282-8427

2007 East Main Ave. | West Fargo, ND 58078

February 28, 2024

Fargo Fire Vest 111

Josh,

To add additional furring wall at the exterior wall of Vest 111 is an add of (matl 70, labor 450) \$520

Please let me know if you have any questions.

Thanks
Travis Miller
Miller & Sons Drywall, Inc



Miller & Sons
DRYWALL INC.



(P) 701-282-4365

(F) 701-282-8427

2007 East Main Ave. | West Fargo, ND 58078

March 20, 2024

Fire Station Changes Door 102 Bulkhead and Shower furring

Josh,

To add a bulkhead to the soffit over door 102 would be an add of (matl 90, labor 220) \$310

To add furring at the shower in room 106 would be an add of (matl 40, labor 140) \$180

Please let me know if you have any questions.

Thanks

Travis Miller

Miller & Sons Drywall, Inc



24

Fire Department
637 NP Avenue
Fargo, ND 58102
Phone: 701.241.1540 | Fax: 701.241.8125
www.FargoND.gov

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: 7/9//2024

SUBJECT: GENERAL CONSTRUCTION CHANGE ORDER #14 & #15 FOR PROJECT BP0065 FIRE STATION #8

This request is for three change orders for the general construction of Fire Station # 8.

CO # 14. – Additional framing and materials at a cost of \$5,770.00.

CO # 15. – Additional framing for soffit at a cost of \$5,832.95.

The original price of the contract for General Construction was \$3,504,720.00. The proposed changes will bring the total cost of the General Construction to \$3,576,593.96.

RECOMMENDED MOTION: Approve change order #14 and #15 for General Construction for BP0065 Fire Station #8 in the amounts of \$5,770.00 and \$5,832.95.



Document G701[®] – 2017

Change Order

PROJECT: <i>(Name and address)</i> Fire Station #8 6617 33rd St S Fargo, ND 58104	CONTRACT INFORMATION: Contract For: General Construction Date: May 15, 2023	CHANGE ORDER INFORMATION: Change Order Number: G12 Date: May 28, 2024
OWNER: <i>(Name and address)</i> City of Fargo Fire Department 637 NP Avenue Fargo, ND 58102	ARCHITECT: <i>(Name and address)</i> Engineers-Architects, P.C. (herein known as EAPC Architects Engineers) 112 North Roberts Street Suite 300 Fargo, ND 58102	CONTRACTOR: <i>(Name and address)</i> Ledgestone, Inc. 22930 County Hwy 6 Detroit Lakes, MN 56501

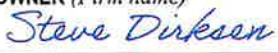
THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
 Plywood sheathing at awning parapets for EPDM attachment and wood blocking at wing wall caps for roof flashing per PR-9.

 Provide 3/16" flat plate in lieu of 3/8" bent plate at all overhead door jambs. This steel was not picked up in bidding as it was not noted or sized on plan.

The original Contract Sum was	\$ 3,504,720.00
The net change by previously authorized Change Orders	\$ 72,329.45
The Contract Sum prior to this Change Order was	\$ 3,577,049.45
The Contract Sum will be increased by this Change Order in the amount of	\$ 11,602.95
The new Contract Sum including this Change Order will be	\$ 3,588,652.40
The Contract Time will be unchanged by Zero (0) days.	
The new date of Substantial Completion will be	

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

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

Engineers-Architects, P.C. (herein known as EAPC Architects Engineers) <hr/> ARCHITECT <i>(Firm name)</i> <hr/> SIGNATURE <hr/> Nicholas Naujokas, AIA, Senior Architect PRINTED NAME AND TITLE 5/28/2024 <hr/> DATE	Ledgestone, Inc. <hr/> CONTRACTOR <i>(Firm name)</i> <hr/> SIGNATURE <hr/> Josh Lessman, President PRINTED NAME AND TITLE <hr/> DATE	City of Fargo Fire Department <hr/> OWNER <i>(Firm name)</i>  <hr/> SIGNATURE <hr/> Steven J. Dirksen, Fire Chief PRINTED NAME AND TITLE 6/5/2024 <hr/> DATE
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Ledgestone Inc.
 22930 CO Hwy 6
 Detroit Lakes MN 56501

www.ledgestoneinc.com
 218-844-4550
 218-847-5013



Change Order Request

COR Number: 14

Date: 5/21/2024

Project Number: 2301

Contract Date: 5/15/2023

To:	Project:
City of Fargo Fire Department 637 NP Avenue Fargo ND 58102	Fargo Fire Department Station #8 6617 33rd Street South Fargo ND 58104

Description of Change:

Plywood sheathing at awning parapets for EPDM attachment and wood blocking at wing wall caps for roof flashing per PR-9 dated 4/24/2024.

Project Original Contract Sum	3,504,720.00
Total of Previously Approved Change Orders	60,580.06
Contract Amount Prior to this Change Order	3,565,300.06
Proposed Contract Amount of this Change Order	5,770.00
Proposed Contract Amount Including this Change Order	3,571,070.06

Accepted By:

_____ Contractor (Company Name)	_____ Owner (Company Name)	_____ Other (Company Name)
_____ By (Signature)	_____ By (Signature)	_____ By (Signature)
_____ Printed Name	_____ Printed Name	_____ Printed Name
_____ Date	_____ Date	_____ Date
	_____ Owner's Change Order Number	

Ledgestone Inc.
 22930 CO Hwy 6
 Detroit Lakes MN 56501

www.ledgestoneinc.com
 218-844-4550
 218-847-5013



Change Order Request

COR Number: 14

Date: 5/21/2024

To: City of Fargo Fire Department	Project: Fargo Fire Department Station #8
--	--

Item	Description	Quantity	UOM	Unit Price	Extended Price
01 - General Requiements					
	Aerial lift equipment	1.00	LS	525.00	525.00
General Requiements Total:					525.00
06 - Woods, Plastics, and Composites					
	Plywood & Blocking material	1.00	LS	2,167.00	2,167.00
	Sheathing & cap install	1.00	LS	2,460.00	2,460.00
	Profit & Overhead	0.00		0.00	618.00
Woods, Plastics, and Composites Total:					5,245.00
Change Order Total:					5,770.00

Ledgestone Inc.
 22930 CO Hwy 6
 Detroit Lakes MN 56501

www.ledgestoneinc.com
 218-844-4550
 218-847-5013



Change Order Request

COR Number: 15

Date: 5/21/2024

Project Number: 2301

Contract Date: 5/15/2023

To:	Project:
City of Fargo Fire Department 637 NP Avenue Fargo ND 58102	Fargo Fire Department Station #8 6617 33rd Street South Fargo ND 58104

Description of Change:

Provide 3/16" flat plate in lieu of 3/8" bent plate at all overhead door jambs.
 This steel was not picked up in bidding as it was not noted or sized on plan.

Project Original Contract Sum	3,504,720.00
Total of Previously Approved Change Orders	60,580.06
Contract Amount Prior to this Change Order	3,565,300.06
Proposed Contract Amount of this Change Order	5,832.95
Proposed Contract Amount Including this Change Order	3,571,133.01

Accepted By:

_____ Contractor (Company Name)	_____ Owner (Company Name)	_____ Other (Company Name)
_____ By (Signature)	_____ By (Signature)	_____ By (Signature)
_____ Printed Name	_____ Printed Name	_____ Printed Name
_____ Date	_____ Date	_____ Date
	_____ Owner's Change Order Number	

Ledgestone Inc.
22930 CO Hwy 6
Detroit Lakes MN 56501

www.ledgestoneinc.com
218-844-4550
218-847-5013



Change Order Request

COR Number: 15

Date: 5/21/2024

To: City of Fargo Fire Department	Project: Fargo Fire Department Station #8
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Item	Description	Quantity	UOM	Unit Price	Extended Price
05 - Metals					
	Steel flat plate	1.00	LS	5,832.95	5,832.95
				Metals Total:	5,832.95
				Change Order Total:	5,832.95



www.FargoSteel.com

Fargo Steel Fabrication
16450 36th Street SE
Mapleton, ND 58059
701-793-5128
Curtis@FargoSteel.com

May 3, 2024

To: Ledgestone

Project: Fargo Fire Station OH Plate
Fargo, ND

Base off drawings: emailed drawings only.
Drawings dated: 4/24/24

Base Bid (Materials Only):

Scope of Work:

1. 05 5000 Metal Fabrications
 - 6 – OH Doors
 - i. 5 – 14'-0" x 14'-0"
 - ii. 1 – 8'-3 x 8'-0"
 - iii. 3/16" flat plate – Primed
 - iv. 3/8" Dia. Countersunk Lag Screws – Zinc coated 4'-0" O.C.
 - Job Site Delivery (Fargo, ND)

Total Base Bid: \$5,426.00 Plus tax
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Exclusions:

- (1) Taxes
- (2) Unloading, Installation, & Erection
- (3) Touchup paint, galvanizing repair, and field painting
- (4) Shoring of any kind
- (5) Engineering or design work of any kind
- (6) Field planning, field measuring, field surveys, or as-built surveys
- (7) Finish paint systems
- (8) AISC certified shop
- (9) Bolts and supports for other trades, wood to Steel Fasteners
- (10) Items not sized or specified on drawings

Qualifications:

1. Price is F.O.B Jobsite
2. No back charges will be accepted without Fargo Steel Fabrication's written acceptance of the back charge
3. Paint: One coat standard gray shop primer
4. Cleaning: Hand Tool/SSPC-SP2

We acknowledge (0) addendums

This bid is good for 15 calendar days.

Terms: If this proposal is acceptable, please sign and date below, initial each page and email all pages of this proposal to Curtis@FargoSteel.com

This proposal shall become a part of the subcontract agreement. NET 30, No Retainage allowed, 18% annual rate on unpaid balance, plus collection fees.

Respectfully Yours,

Curtis L Pederson

Curtis Pederson

Estimator

Signing of this proposal constitutes acceptance of Fargo Steel Fabrication Exclusions, Qualifications, and Terms.

Company Name: _____

Signature and Date: _____

Print Name & Title: _____



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL^{JF}
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 16, 2024

RE: ON-CALL TRANSPORTATION SERVICES
RFP 24232

Proposals were received on Friday, July 12, 2024, in response to a Request for Proposal for On-Call Transportation Services for Fargo Cass Public Health clients to and from specified locations as directed by Fargo Cass Public Health staff. Services shall be welcoming and non-judgmental as clients may be adults in crisis.

One proposal was received and evaluated: Doyle's Yellow Checker Cab, Inc, 1418 Main Avenue, Fargo, ND 58103.

Schedule of Fees proposed:

- All 2 leg trips with a trip total mileage of less than 15 miles = \$22.50
Any additional leg = \$12.50
- Any trip over 15 miles = \$10.00 drop, \$1.25 per mile
- \$10 no-show fee

The initial contract will commence August 5, 2024, and will be valid for two years ending August 5, 2026. At that time an option for up to three additional one-year extensions may be granted if approved by both parties.

Based on review of the stated criteria, we are recommending awarding Doyle's Yellow Checker Cab, Inc.

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

Suggested Motion:

Move to approve On-Call Transportation Services (RFP 24232) agreement with Doyle's Yellow Checker Cab, Inc.

JF/lls



26

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 16, 2024

**RE: NOTICE OF GRANT AWARD FOR UTILIZING SCHOOL-
LOCATED CLINICS TO BOOST CHILDHOOD IMMUNIZATION
RATES IN ND.**
NO: G23.945 CFDA: 93.268
FUNDS: \$9,949
EXPIRES: 06/30/2025

The attached notice of grant award is for utilizing school-located clinics to boost childhood immunization rates in North Dakota.

BUDGET ADJUSTMENT

Revenue

Boosting Immunizations in Schools	101-0000-331-12-74	\$9949
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If you have any questions, please contact me at 241.1380.

Suggested Motion:

Move to approve this grant award amendment from the ND Department of Health and Human Services.

JF/lis
Attachment



NOTICE OF GRANT AWARD

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

Grant Number G23.945	CFDA Name Immunization Cooperative Agreements	CFDA Number 93.268
FAIN Number NH23IP922623	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2024
Federal Award Date 6/27/2024	Federal Awarding Agency United States 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 Utilizing School-located Clinics to Boost Childhood Immunization Rates in North Dakota	North Dakota Department of Health and Human Services (NDDHHS) Project Code: 2201 S315 16
Grantee Name Fargo Cass Public Health	Project Director Molly Howell, Immunization Director, mahowell@nd.gov
Address 1240 25th St S	Address 600 East Boulevard Ave., Dept. 325
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58505-0250
Contact Name Suzanne Schaefer	Contact Name Lynde Monson
Telephone Number 701-241-8193	Telephone Number 701-328-4840
Email Address sshaefer@fargond.gov	Email Address LyndeMonson@nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$9,949	\$0	\$9,949
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$9,949	\$0	\$9,949
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimis rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of

Scope of Service
Scope of service requirements are defined in Attachment A.

Reporting Requirements
Grantee will submit expenditure reports monthly via the Program Reporting System (PRS) and completion of required activities and updates to the Department quarterly via Qualtrics.
Expenditure report for the period ending June 30, 2025, must be received by July 15, 2025.
Reimbursements will be processed upon Department approval of expenditures and receipt of quarterly activity report.

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 07/17/2024	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Molly Howell, MPH, Immunization Unit Director Assistant Section Director, Disease Control & Forensic Pathology	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A, Executive Director of Public Health	

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.

**Fargo Cass Public Health
G23.945
Attachment A**

Utilizing School-located Clinics to Boost Childhood Immunization Rates in North Dakota

Scope of Service:

In an effort to increase North Dakota immunization rates, Grantee will implement strategies and activities to:

- Increase county and statewide routine childhood vaccination rates.
- Increase the number of school-located vaccination clinics in under-vaccinated communities.
- Enhance existing school-located vaccination clinics by expanding ages, reach, groups vaccinated, hours of clinics, vaccines offered, etc.
- Increase patient knowledge and awareness of the importance of routine vaccination.
- Increase patient confidence in childhood vaccines.

Required Activities: *All tasks outlined below are required*

- Assign a “project lead” or “coordinator” for this agreement.
- Collaborate with schools in your area to offer vaccination clinics and increase immunization rates.
- Develop a process to provide the CDC Vaccine Information Statement for each vaccine administered and obtain consent from parents/guardians to vaccinate children in schools.
- Offer school-located vaccine clinics. While the focus is on increasing childhood vaccine rates, these clinics can also be an opportunity to vaccinate adults (i.e., Offer influenza vaccine to family members and facility employees at school-located vaccination clinics.)
- Document immunizations administered in schools in the North Dakota Immunization Information System (NDIIS).
- Submit expenditure reports monthly via the Program Reporting System (PRS) and the immunization monthly activity report via Qualtrics.

Funding Restrictions: Grant funds may not be used for the following:

- Incentives (i.e., gift cards, money, food, etc.)
- Promotional items (i.e., bags, t-shirts, etc.)
- Research
- Vaccine

**27**

Memorandum

DATE: July 22, 2024
TO: Mayor Mahoney and Board of City Commissioners
FROM: Shawn Ouradnik, Inspections Director
SUBJECT: Amending Chapter 23 of the Fargo Municipal Code relating to the Electrical Code

Background:

The Inspections Department is responsible for the implementation and oversight of the North Dakota State Electrical Board Laws, Rules and Wiring Standards of North Dakota and NFPA 70 (National Electrical Code) within the city limits of Fargo. At times, amendments are made to the codes for clarification and to make sure the codes are working the best they can for our jurisdiction. As such, Chapter 23 of the Fargo Municipal Code requires updates to align with the 2023 National Electrical Code.

The recommendation is: **Direct the City Attorney's Office to review and update Chapter 23 of the Fargo Municipal Code relating to the Electrical Code.**




PLANNING & DEVELOPMENT

FARGO CITY HALL
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: Planning@FargoND.gov
FargoND.gov

28

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS
FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR 
KRISTI SYLSKAR, HUD GRANT ADMINISTRATOR
DATE: JULY 17, 2024
RE: APPROVE THE PROPOSED AMENDMENT TO THE 2023 ACTION PLAN

Following the required 30-day public comment period and Public Hearing held during the July 8, 2024 City Commission meeting, staff is seeking approval of the proposed amendment to the 2023 Action Plan for Community Development Block Grant (CDBG) and HOME programs. The proposed amendment is in compliance with federal regulations for the Department of Housing and Urban Development (HUD) CDBG and HOME programs and is detailed in the attached public notice, which was published in *The Forum* on June 19, 2024. No comments were received during the public comment period.

Attachment: Notice of Public Hearing & Public Comment Period

Recommended Action: Approve the amendment to the 2023 Action Plan for Community Development Block Grant (CDBG) / HOME Investment Partnerships Grant programming.



**City of Fargo
Notice of Public Hearing & Public Comment Period
Community Development Block Grant (CDBG) & HOME Programs
Amendment to 2023 Action Plan**

The City of Fargo is opening a 30-day public comment period starting June 20, 2024, which also includes a public hearing on Monday, July 8, 2024 during the regular Fargo City Commission meeting. Final consideration will be at the July 22, 2024 City Commission meeting. The purpose for the public comment period is to consider a proposed amendment to the City's 2023 HUD Action Plan, which is summarized in this notice.

Proposed Amendment to 2023 HUD Action Plan

1. Project Sites, Budgets and Scopes Identified for "Affordable Single-Family Housing for Ownership" Project: Lake Agassiz Habitat for Humanity

The locations for two housing projects have been identified at 213 24 Street South and 221 24 Street South. The activity at these two, adjacent sites includes new construction of affordable, single-family residential twinhome units. The proposed HOME budget for each twinhome unit is \$200,000 (for a total of \$400,000 in HOME funds). The project will result in two affordable, single-family housing units. Of the \$550,000 in 2023 HOME funds that was approved in the 2023 Action Plan for this "Affordable Single-Family Housing for Ownership" project, the remaining \$150,000 in 2023 HOME funds for this Action Plan project is being utilized for a project that was already identified and approved in the original 2023 Action Plan.

COMMENTS, ACCESSIBILITY, & SCHEDULE

Comments and suggestions from the public are encouraged through a public comment period and/or at the public hearing. Contact information and schedule are provided below:

30-DAY PUBLIC COMMENT PERIOD: June 20 through July 19, 2024

PUBLIC HEARING: Monday, July 8, 2024 - 5:15 pm
Fargo City Commission Chambers
225 4th Street North, Fargo, ND 58102

CITY COMMISSION VOTE: Monday, July 22, 2024 – 5:00 pm

CONTACT INFORMATION: City of Fargo
Planning and Development Department
Attn: HUD Grant Administrator
225 4th Street North, Fargo ND 58102
701.241.1474
Planning@FargoND.gov

DRAFT PLAN AVAILABLE AT: www.fargond.gov/planninganddevelopment/plansandstudies
OR request through Planning & Development Department

Accessibility – Fargo City Hall is serviced by public transit, fully accessible and can accommodate persons with disabilities. Alternative formats of this information (e.g., Braille, American Sign Language, etc.) or reasonable accommodations for persons with hearing/vision impairments and/or other disabilities will be

made upon request. Contact City of Fargo's Section 504/ADA Coordinator Bekki Majerus at 701.298.6966 to arrange for services (a 48 hour notice may be needed). To access TTY/ND Relay service dial 800.366.6888 or 711

Limited English – Reasonable steps will be taken to provide persons with limited English proficiency (LEP) meaningful access, including the availability of interpretation and translation services. Contact the City of Fargo Planning and Development Department at 701.241.1474 or Planning@FargoND.gov if services are needed.

Non-Discrimination Notice – In accordance with Federal regulations and City of Fargo policies, services are provided without regard to race, color, religion, sex, disability, familial status, national origin, age, marital status, veteran status, sexual orientation, gender identity, public assistance, domestic violence, lawful activity, or condition protected by applicable federal and state laws. The City is an equal employment/equal housing opportunity agency.

**RESOLUTION APPROVING AMENDMENT TO THE 2023 HUD ACTION PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)**

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:

WHEREAS, the City of Fargo receives Community Development Block Grant (CDBG) and HOME Investment Partnerships Program funds from United States Department of Housing and Urban Development (HUD); and

WHEREAS, in compliance with federal regulations, the City of Fargo has amended its 2023 Action Plan to make available housing and community development resources that primarily address the needs of low to moderate income persons in Fargo; and

WHEREAS, the City of Fargo has conducted a required citizen participation process including a draft publication of the amendments, a public hearing, and a 30-day public comment period.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fargo, North Dakota that the Mayor is herein authorized and directed to submit the amended plan to HUD and enter into and execute contracts and other documents as necessary to effectuate activities identified in the revised plan.

(29)

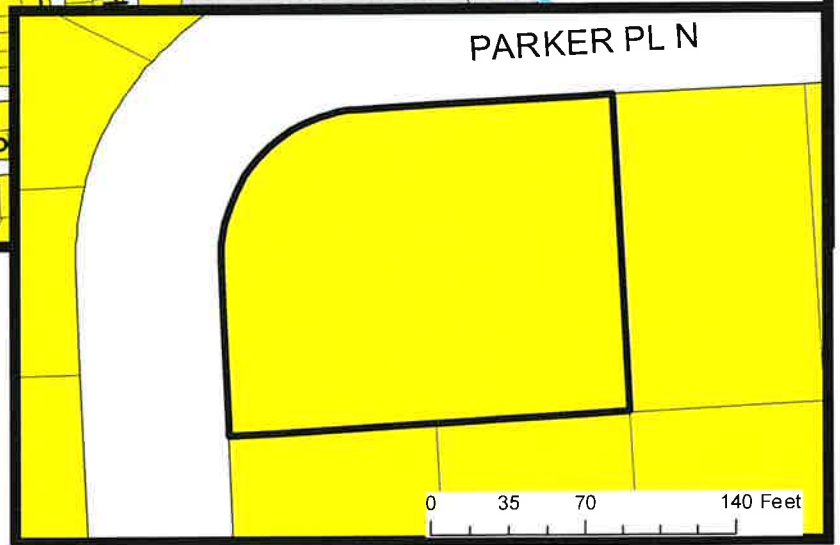
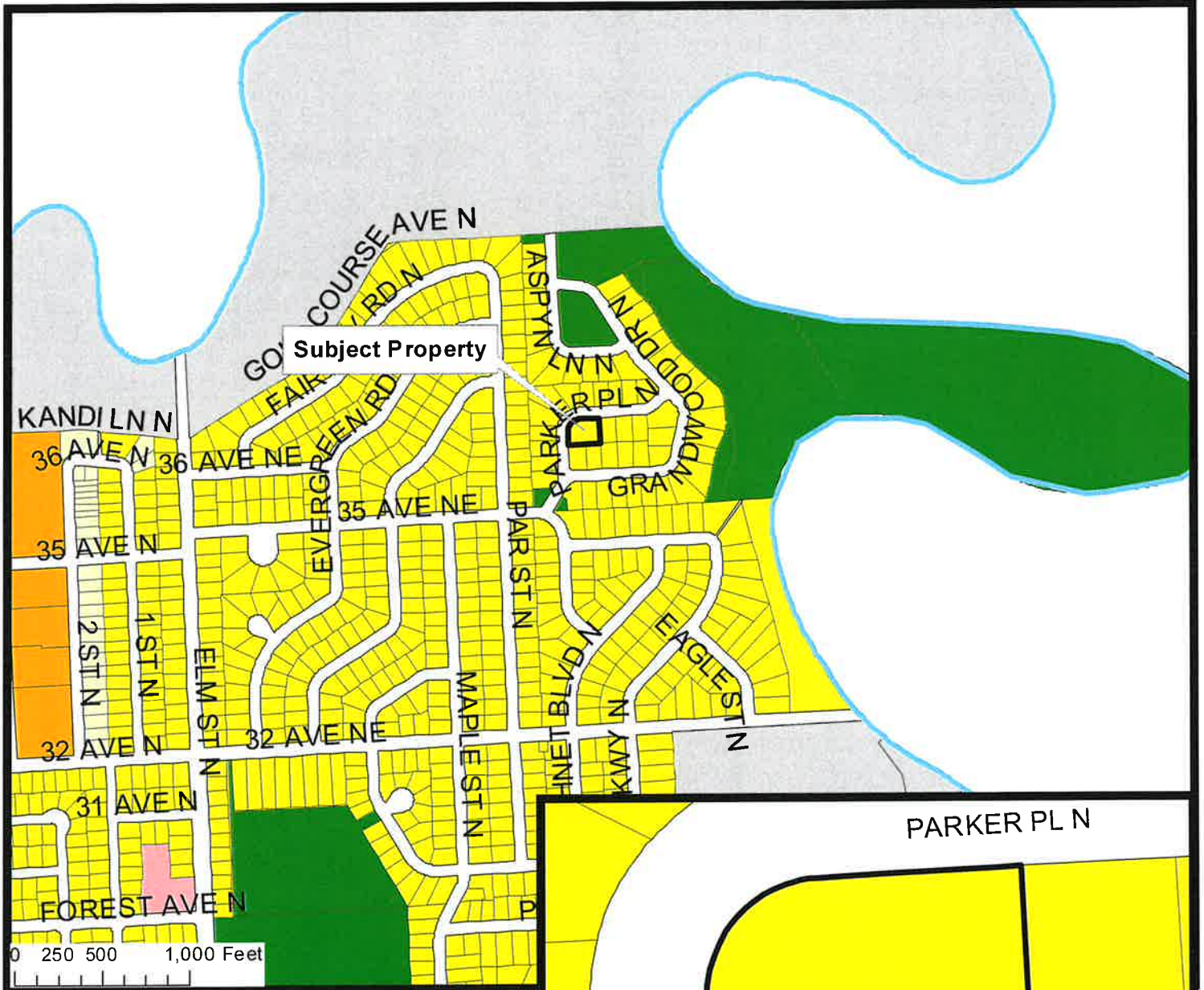
City of Fargo Staff Report			
Title:	Edgewood Estates Third Addition	Date:	5/29/2024
		Update:	7/18/2024
Location:	3619 Parker Place North	Staff Contact:	Donald Kress, planning coordinator
Legal Description:	Lot 1, Block 1, Edgewood Estates Second Addition		
Owner(s)/Applicant:	Jon Schilling / Brian Pattengale—Houston Engineering	Engineer:	Houston Engineering
Entitlements Requested:	Minor Subdivision (Replat of Lot 1, Block 1, Edgewood Estates Second Addition to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: July 22nd, 2024		
Existing		Proposed	
Land Use: Detached single-dwelling residential		Land Use: No change	
Zoning: SR-2, Single-Dwelling Residential		Zoning: No change	
Uses Allowed: SR-2 Allows detached houses, daycare centers up to 12 children, parks and open space, religious institutions, safety services, schools, and basic utilities		Uses Allowed: No change	
Maximum Density Allowed: 5.4 dwelling units per acre		Maximum Density Allowed: No change	
Proposal:			
<p>The applicant requests one entitlement:</p> <ul style="list-style-type: none"> • A minor subdivision, entitled Edgewood Estates Third Addition which is a replat of Lot 1, Block 1, Edgewood Estates Second Addition The plat will divide the existing lot into two lots. <p>The property is undeveloped. The property is zoned SR-2, Single-Dwelling Residential. No zone change is proposed.</p> <p>This project was reviewed by the City’s Planning and Development, Engineering, Public Works, and Fire Departments (“staff”), whose comments are included in this report.</p> <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: SR-2, detached single-dwelling residential • East: SR-2, detached single-dwelling residential • South: SR-2, detached single-dwelling residential • West: SR-2, detached single-dwelling residential 			
Area Plans:			
The subject property is not included within any area plans or neighborhood plans.			
Context:			
Schools: The subject property is located within the Fargo School District and is served by Longfellow Elementary, Ben Franklin Middle and North High schools.			
Neighborhood: The subject property is located within the Edgewood neighborhood.			
Parks: Edgewood Public Golf Course is within approximately one-quarter mile of the subject property and offers the amenities of baseball/softball; basketball; grill; multipurpose field; playground, ages 5-12; picnic table; restrooms; soccer; tennis; disc golf			

<p>Pedestrian / Bicycle: There are no on-road bike routes or multi-use trails in the rights of way adjacent to the subject property.</p>
<p>Transit/MATBUS: The subject property is not on a MATBUS route.</p>
<p>Staff Analysis:</p> <p>The subject property was created by combining Lots 9 and 10, Block 3, Edgewood Estates Addition into a single lot in 2021, with Edgewood Estates Second Addition. The property owner's plans have now changed. The current plat divides the subject property into two lots. The 10-foot wide storm sewer easement along the common property line of Lots 1 and 2 shown on the proposed plat replaces one that was vacated with the previous plat. The underlying storm sewer line has not been relocated; it will be within this easement.</p>
<p>SUBDIVISION</p> <p>The LDC stipulates that the following criteria are met before a minor plat can be approved:</p> <ol style="list-style-type: none"> <p>Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.</p> <p>The subject property is not located within an area plan or neighborhood plan. The property within this plat is currently zoned SR-2, Single-Dwelling Residential. No zone change is proposed. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has not received any, inquiries. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. (Criteria Satisfied)</p> <p>Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.</p> <p>While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. (Criteria Satisfied)</p>
<p>Staff Recommendation:</p> <p>Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed Edgewood Estates Third Addition subdivision plat, as outlined within the staff report, as the proposal complies with the standards of Article 20-06, Section 20-0907.B. and C of the LDC and all other applicable requirements of the Land Development Code".</p>
<p>Planning Commission Recommendation: June 4, 2024</p> <p>At the June 4th, 2024 Planning Commission hearing, by a vote of 10-0 with one Commission seat vacant, that Commission moved to accept the findings and recommendations of staff and to recommend approval to the City Commission of the proposed Edgewood Estates Third Addition subdivision plat, as outlined within the staff report, as the proposal complies with the standards of Article 20-06, Section 20-0907.B. and C of the LDC and all other applicable requirements of the Land Development Code.</p>
<p>Attachments:</p> <ol style="list-style-type: none"> Zoning Map Location Map Preliminary Plat

Minor Subdivision

Edgewood Estates Third Addition

3619 Parker Place North



Legend

AG	DMU	GC	GL	GO	LC	MR-1	MR-2	MR-3	MHP	NC	NO	P/U	UMU	SSR-2	SSR-3	SSR-4	SSR-5	City Limits
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Fargo Planning Commission
June 04, 2024

Minor Subdivision

Edgewood Estates Third Addition

3619 Parker Place North



Legend

 City Limits

EDGEWOOD ESTATES THIRD ADDITION BEING A REPEAT OF LOT 1, BLOCK 1, EDGEWOOD ESTATES SECOND ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA (A MINOR SUBDIVISION)

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS That Jon Shilling, a single person, is the owner and proprietor of the following described tract of land
Lot 1, Block 1, Edgewood Estates Second Addition, City of Fargo, Cass County, North Dakota
And that said party has caused the same to be surveyed and re-platted as EDGEWOOD ESTATES THIRD ADDITION to the City of Fargo, Cass County, North Dakota, and
does hereby dedicate to the public, for public use, the storm sewer easement as shown on this plat

Jon Shilling
Jon Shilling
State of North Dakota)
County of Cass)

On this 11th day of MAY, 2021, before me, personally appeared Jon Shilling, a single person, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.



SURVEYOR'S CERTIFICATE

I, Curtis A. Skompen, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision, that the monuments for the guidance of future surveys have been located or placed in the ground as shown.



On this 11th day of MAY, 2021, before me personally appeared Curtis Skompen, a Professional Land Surveyor, known to me to be the person who is subscribed to and who executed the within instrument, and acknowledged to me that he executed the same as his free act and deed.



On this 11th day of MAY, 2021, before me personally appeared Tom Kraakmans, PE, a Professional Engineer, known to me to be the person who is subscribed to and who executed the within instrument, and acknowledged to me that he executed the same as his free act and deed.

CITY ENGINEER'S APPROVAL

Approved by the Fargo City Engineer this _____ day of _____, 20____.

Tom Kraakmans, PE, City Engineer

State of North Dakota)
County of Cass)

On this _____ day of _____, 20____, before me personally appeared _____, known to me to be the person who is subscribed to and who executed the within instrument, and acknowledged to me that he executed the same as his free act and deed.

Notary Public

FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planning Commission this _____ day of _____, 20____.

[Signature]
Robby Spore, Chair
Fargo Planning Commission

State of North Dakota)
County of Cass)

On this _____ day of _____, 20____, before me personally appeared Robby Spore, Chair, Fargo Planning Commission, known to me to be the person who is subscribed to and who executed the within instrument, and acknowledged to me that he executed the same as his free act and deed.

FARGO CITY COMMISSION APPROVAL

Approved by the Board of City Commissioners and entered filed this _____ day of _____, 20____.

Timothy J. Mahoney, Mayor

Allyson Steven Sprague, City Auditor

State of North Dakota)
County of Cass)

On this _____ day of _____, 20____, before me personally appeared _____, known to me to be the person who is subscribed to and who executed the within instrument, and acknowledged to me that he executed the same as his free act and deed.

Notary Public

(30)

City of Fargo Staff Report			
Title:	Agassiz First Addition	Date:	9/27/2023 1/18/2024
Location:	602 and 610 39th Street North; 601 and 609 40th Street North	Staff Contact:	Alayna Espeseth, Assistant Planner
Legal Description:	Lots 1, 2, 23, and 24, Block 2, E.G. Clapp First Addition		
Owner(s)/Applicant:	Autumn Hareland, LLC/Houston Engineering	Engineer:	Houston Engineering
Entitlements Requested:	Minor Subdivision (Replat of Lots 1, 2, 23, and 24, Block 2, E.G. Clapp First Addition to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: July 22, 2024		

Existing	Proposed
Land Use: Industrial and undeveloped	Land Use: No change
Zoning: GI, General Industrial	Zoning: No change
Uses Allowed: Allows detention facilities, health care facilities, safety services, adult entertainment centers, off-premise advertising, commercial parking, industrial service, manufacturing and production, warehouse and freight movement, waste related use, wholesale sales, aviation, surface transportation, and mining.	Uses Allowed: No change
Maximum Lot Coverage Allowed: 85%	Maximum Lot Coverage Allowed: No change
Proposal:	
<p>The request is to replat Lots 1, 2, 23, and 24, Block 2, E.G. Clapp First Addition into a two lot minor subdivision, entitled Agassiz First Addition.</p> <p>UPDATE: The illegal structure that was along the northwest property line of Lot 1, Block 2, E.G. Clapp First Addition, has been removed and verified by the Building Official.</p> <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: GI, General Industrial with warehouse, service shop, office & utility uses; • East: GI, General Industrial warehouse and manufacturing uses; • South: GI, General Industrial with warehouse, service shop & office uses; • West: LI, Limited Industrial with parking lot use. 	
Area Plans:	
The subject property is not located within a growth plan, area plan, or neighborhood plan.	
Context:	
Neighborhood: The subject property is not located within a designated neighborhood.	
Schools: The subject property is located within the West Fargo School District and served by Westside Elementary, Cheney Middle and West Fargo High schools.	

<p>Parks: There are no Fargo Park District facilities within a mile of the subject property.</p> <p>Pedestrian / Bicycle: There is a shared use path that runs along 7th Avenue, to the north of the property.</p> <p>MATBUS Route: The subject property is not along a MATBUS route.</p>
<p>Staff Analysis:</p> <p>This project was reviewed by the City’s Planning and Development, Engineering, Public Works, and Fire Departments (“staff”), whose comments are included in this report.</p> <p>Minor Subdivision</p> <p>The LDC stipulates that the following criteria is met before a minor plat can be approved:</p> <ol style="list-style-type: none"> <p>1. Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.</p> <p>This subdivision is intended to replat four existing lots into 2 new lots. The current zoning is GI, General Industrial. No zone change is proposed. The subject property is not included in a growth plan, area plan, or neighborhood plan. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received no inquiries on the subject property. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code.</p> <p>(Criteria Satisfied)</p> <p>2. Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.</p> <p>While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles.</p> <p>(Criteria Satisfied)</p>
<p>Staff Recommendation:</p> <p>Suggested Motion: To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed subdivision plat, Agassiz First Addition as outlined within the staff report, as the proposal complies with standards of Section 20-0907.B & C, standards of Article 20-06, and all other applicable requirements of the Land Development Code</p>
<p>Planning Commission Recommendation: October 3rd, 2023</p> <p>At the October 3, 2023 Planning Commission hearing, by a vote of 7-0 with two Commissioners absent and two Commission seats vacant, the Commission moved to accept the findings and recommendations of staff and moved to recommend approval to the City Commission the proposed subdivision plat, Agassiz First Addition as outlined within the staff report, as the proposal complies with standards of Section 20-0907.B & C, standards of Article 20-06, and all other applicable requirements of the Land Development Code.</p>

Attachments:
<ol style="list-style-type: none">1. Zoning Map2. Location Map3. Preliminary Plat

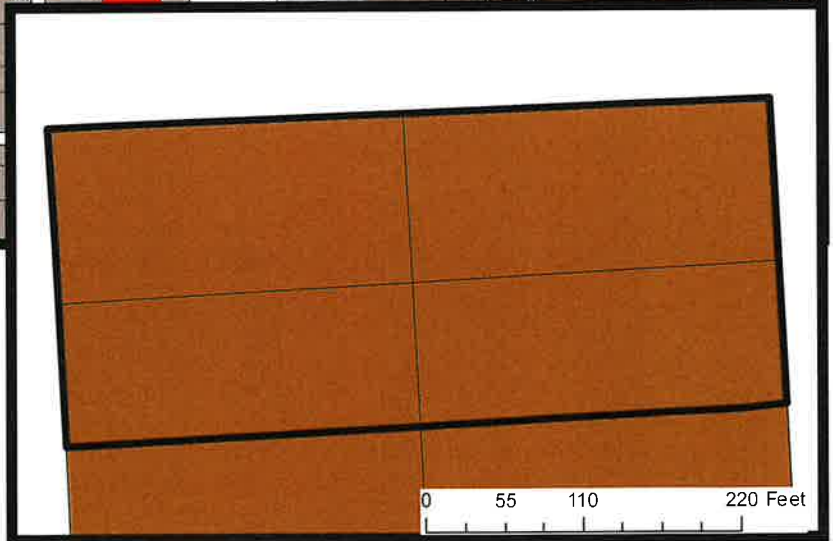
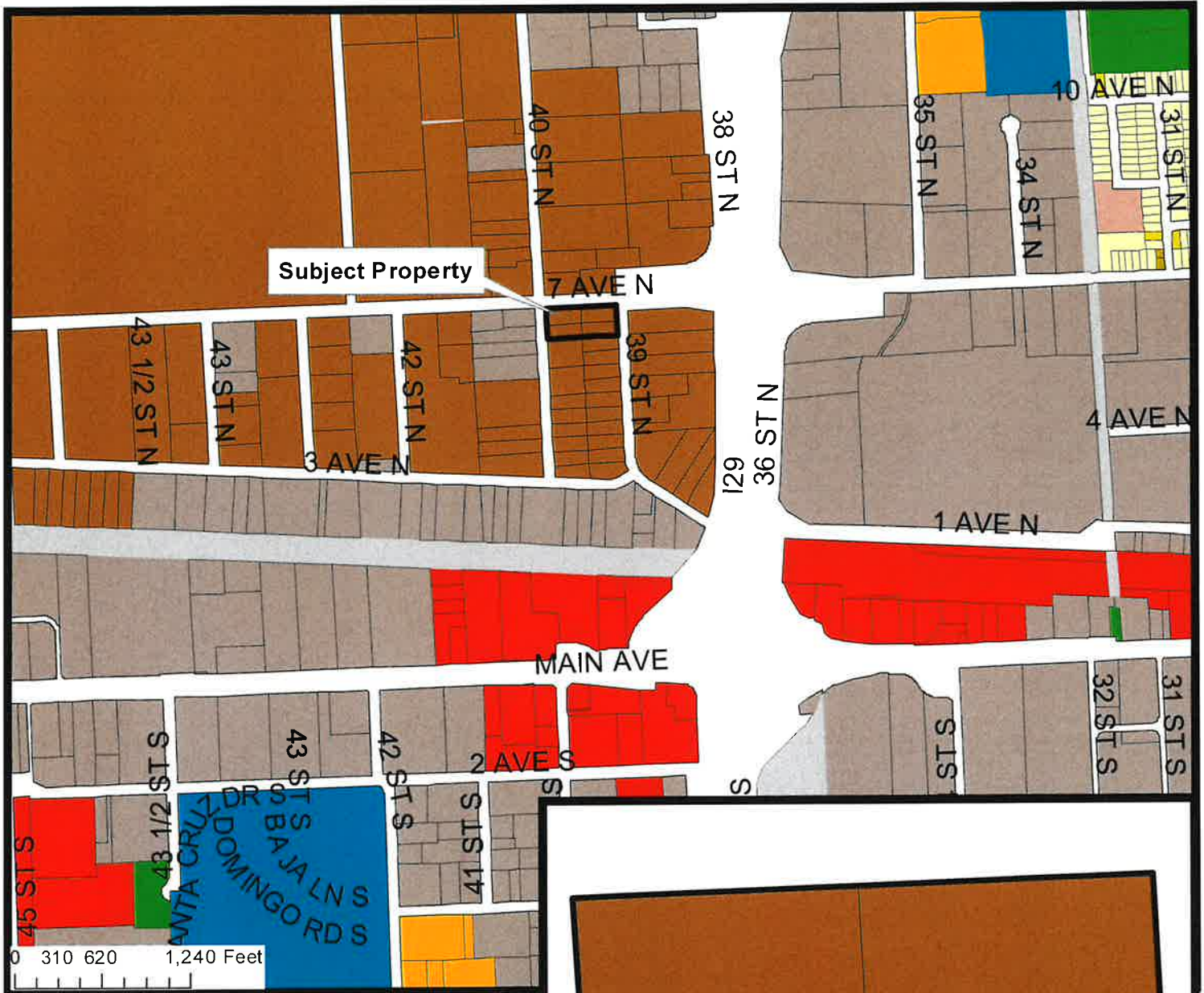
1. Zoning Map
2. Location Map
3. Preliminary Plat

Minor Subdivision

Agassiz First Addition

602 & 610 39 Street North

601 & 609 40 Street North



Legend

AG	DMU	GC	GO	IC	MR-1	MR-2	MR-3	MHP	NC	NO	P/I	UMU	RR-1	RR-2	RR-3	RR-4	RR-5	RR-6	RR-7	RR-8	RR-9	RR-10	RR-11	RR-12	RR-13	RR-14	RR-15	RR-16	RR-17	RR-18	RR-19	RR-20	RR-21	RR-22	RR-23	RR-24	RR-25	RR-26	RR-27	RR-28	RR-29	RR-30	RR-31	RR-32	RR-33	RR-34	RR-35	RR-36	RR-37	RR-38	RR-39	RR-40	RR-41	RR-42	RR-43	RR-44	RR-45	RR-46	RR-47	RR-48	RR-49	RR-50	RR-51	RR-52	RR-53	RR-54	RR-55	RR-56	RR-57	RR-58	RR-59	RR-60	RR-61	RR-62	RR-63	RR-64	RR-65	RR-66	RR-67	RR-68	RR-69	RR-70	RR-71	RR-72	RR-73	RR-74	RR-75	RR-76	RR-77	RR-78	RR-79	RR-80	RR-81	RR-82	RR-83	RR-84	RR-85	RR-86	RR-87	RR-88	RR-89	RR-90	RR-91	RR-92	RR-93	RR-94	RR-95	RR-96	RR-97	RR-98	RR-99	RR-100
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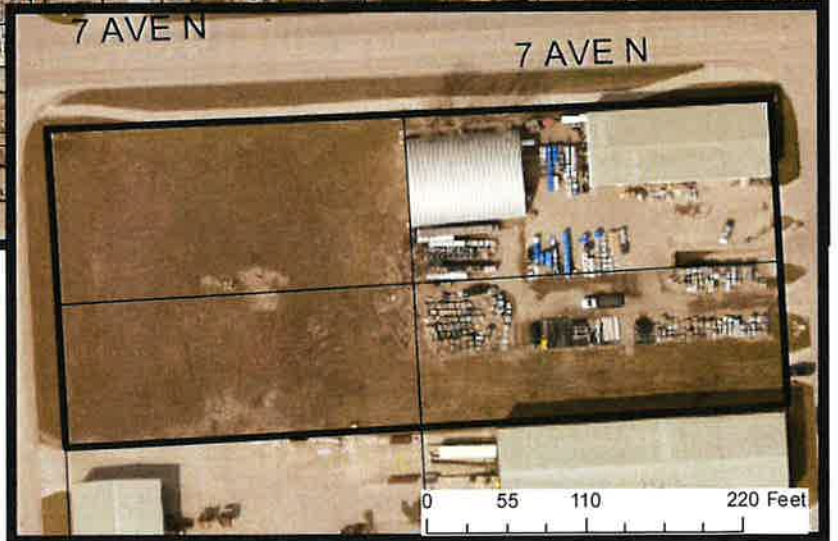


Fargo Planning Commission
October 3, 2023

Minor Subdivision

Agassiz First Addition

602 & 610 39 Street North
601 & 609 40 Street North



Legend
City Limits

AGASSIZ FIRST ADDITION A MINOR SUBDIVISION BEING A REPEAT OF LOTS 1, 2, 23 & 24, BLOCK 2 E. G. CLAPP FIRST ADDITION CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

OWNERS CERTIFICATE
NOW ALL PERSONS BY THESE PRESENTS That Steve Harsland, LLC, a North Dakota limited liability company, and Autumn Harsland, LLC, a North Dakota limited liability company are the owners and proprietors of the following described tract of land:

Lots 1, 2, 23 and 24, Block 2, E.G. Clapp First Addition, in the City of Fargo, Cass County, North Dakota. Said tract contains 2.5288 acres, more or less.
And that said party has caused the same to be surveyed and platted as AGASSIZ FIRST ADDITION in North Dakota, and do hereby dedicate to the public, for public use, the usual easement shown on the plat.

OWNER:
Steve Harsland, LLC
With the execution of this Plat the fee-title owner of Lot 1, Block 1, Agassiz First Subdivision, depicted on this Plat.
(Prior to the Plat the owner of Lots 23 and 24, Block 2, E.G. Clapp First Addition)
Steve Harsland, President
Steve Harsland, President

State of North Dakota
County of Cass

On this 17th day of December, 2023, before me personally appeared Steve Harsland, President of Steve Harsland, LLC, a North Dakota limited liability company, known to me to be the person who executed the within instrument and acknowledged to me that he executed the same on behalf of said limited liability partnership.

Notary Public: *[Signature]*
Notary Public: *[Signature]*
OWNER:
Autumn Harsland, LLC
With the execution of this Plat the fee-title owner of Lot 2, Block 1, Agassiz First Subdivision, depicted on this Plat.
(Prior to the Plat the owner of Lots 1 and 2, Block 2, E.G. Clapp First Addition)
Autumn Harsland, President

State of North Dakota
County of Cass

On this 17th day of December, 2023, before me personally appeared Autumn Harsland, President of Autumn Harsland, LLC, a North Dakota limited liability company, known to me to be the person who executed the within instrument and acknowledged to me that she executed the same on behalf of said limited liability partnership.

Notary Public: *[Signature]*
Notary Public: *[Signature]*
OWNER:
Megan Doyle
With the execution of this Plat the fee-title owner of Lot 2, Block 1, Agassiz First Subdivision, depicted on this Plat.
(Prior to the Plat the owner of Lots 1 and 2, Block 2, E.G. Clapp First Addition)
Megan Doyle, President



SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, James A. Schlemmer, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision, that the monuments for the corners of the lots shown have been located or placed in the ground as shown.

Dated this 5th day of October, 2023.
James A. Schlemmer, Professional Land Surveyor No. 6886
[Signature]
State of North Dakota
County of Cass

On this 5th day of October, 2023, before me personally appeared James A. Schlemmer, Professional Land Surveyor, known to me to be the person who executed the within instrument and acknowledged to me that he executed the same as the free act and deed.

Notary Public: *[Signature]*
Notary Public: *[Signature]*
State of North Dakota
County of Cass



FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planning Commission this 3rd day of October, 2023.

[Signature]
Rocky Schneider, Chair
Fargo Planning Commission

On this 10th day of December, 2023, before me personally appeared Rocky Schneider, Chair, Fargo Planning Commission, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of the Fargo Planning Commission.

Notary Public: *[Signature]*
Notary Public: *[Signature]*
State of North Dakota
County of Cass



FARGO CITY COMMISSION APPROVAL

Approved by the Board of City Commissioners and entered filed this _____ day of _____, 20____.

[Signature]
Trendy J. Mahoney, Mayor
Steven Stragus, City Auditor

State of North Dakota
County of Cass

On this _____ day of _____, 20____, before me personally appeared Trendy J. Mahoney, Mayor, City of Fargo, and Steven Stragus, City Auditor, known to me to be the person who executed the within instrument and acknowledged to me that they executed the same on behalf of the City of Fargo.

Notary Public: _____



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

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July 18, 2024

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

Subject: Project WA2402 Agreements – Advanced Water Metering Infrastructure

Dear Commissioners:

Water Utility staff is seeking approval for two agreements pertaining to the water meter replacement project throughout Fargo (Project WA2402). Over the past year, a lengthy Request for Proposals process and communications about agreement terms has occurred. This has been a team effort amongst multiple City of Fargo Departments. The following two attached agreements are now ready for approval:

- Core & Main LP – Master Project Agreement
- Sensus USA Inc. - Software as a Service and Spectrum Lease Agreement

Funding for Project WA2402 will be a low-interest Clean Water State Revolving Fund (CWSRF) loan. The primary repayment source for the loan will be Infrastructure Sales Tax (Fund 450).

Your consideration is greatly appreciated in this matter.

Sincerely,



Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve the two agreements under Project WA2402 – Advanced Metering Infrastructure

- Core & Main LP – Master Project Agreement
- Sensus USA Inc. - Software as a Service and Spectrum Lease Agreement



CITY OF FARGO

Master Project Agreement

**Core & Main LP
4900 19th Avenue North
Fargo, ND 58102**

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Appendix C	Privacy Notice



Master Project Agreement

This Master Project Agreement (“Agreement”) dated as of July 3, 2024 (the “Effective Date”) between Core & Main LP, a Florida limited partnership (“Core & Main”), and the City of Fargo, ND (“Client”). Core & Main and Client may be referred to herein individually as a “Party,” and jointly as the “Parties.”

1. **Purpose and Scope.** The Parties have entered into this Agreement for the purpose of Core & Main providing an Advanced Metering Infrastructure (AMI) Solution to Client (the “Project”). Core & Main agrees to undertake the necessary work required for the completion of Core & Main’s obligations under this Agreement, including providing materials and any installation or services as specified in Appendix A (the “Work”). Client agrees to undertake all of its obligations that are identified and to pay Core & Main in the manner contemplated by this Agreement.

2. **Term.** The Term of this Agreement shall begin on the Effective Date and, unless earlier terminated in the manner contemplated by this Agreement, shall endure for the period specified in Appendix A.

3. **Core & Main’s Responsibilities.** Core & Main shall provide all Work as described in this Agreement. Without limiting the generality of the foregoing, Core & Main shall maintain supervision of all its subcontractors. Any work or services beyond the scope of the Work agreed to herein shall not be considered as part of this Agreement. There shall be no implied or verbal agreements between the Parties relating to the subject matter of this Agreement.

4. **Client’s Responsibilities.** Client shall be responsible for cooperating with Core & Main, providing accurate information in a timely manner, and making payment in a timely manner for Work performed. Client shall designate a representative who will be fully acquainted with the Work and will be reasonably accessible to Core & Main and its subcontractors, and will have the authority to make decisions on behalf of Client. Client shall provide to Core & Main and its subcontractors all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement and the Project. Client shall be required to give prompt notice should it become aware of any fault or defect in the Project.

5. **Default of Client.** The following events shall be considered events of Default of Client: (a) The failure of Client to make payments to Core & Main in accordance with the terms of this Agreement; (b) any representation or warranty provided by Client that proves to be materially false or misleading when made; (c) Client becomes insolvent, or makes an assignment for the benefit of creditors, or should a voluntary or involuntary petition in bankruptcy or a reorganization or any adjudication of Client as insolvent or bankrupt be filed; (d) any failure of Client to comply with or perform according to the terms of this Agreement or to correct such failure to perform within thirty (30) days of receipt of written notice from Core & Main. If an event of Default by Client occurs, Core & Main will have the right to cancel this Agreement and to terminate immediately all Work hereunder without further obligation except the Client will be obligated to pay for Work performed through the date of termination, plus damages and costs incurred as a result of Client’s default.

6. **Default of Core & Main.** The following events shall be considered events of default on the part of Core & Main: (a) the failure of Core & Main to deliver its Work free and clear of any lien or encumbrance by any subcontractor, laborer, materialman, or other creditor of Core & Main; (b) Core & Main becomes insolvent, or makes an assignment for the benefit of creditors, or should a voluntary or involuntary petition in bankruptcy or a reorganization or any adjudication of Core & Main as insolvent or bankrupt be filed; (c) any representation or warranty (excluding a warranty as contemplated by Section 9 of this Agreement) provided by Core & Main that proves to be materially false or misleading when made, (d) any failure of Core & Main to comply with or perform according to the terms of this Agreement or to commence efforts to correct such failure to perform within thirty (30) days of notice from Client, and thereafter diligently pursue correction. In the event of default by Core & Main, Client will have the right to cancel this Agreement and to terminate immediately all Work hereunder without further obligation except the Client will be obligated to pay for Work performed through the date of termination. Additionally, Client will be entitled to recover the documented excess actual and direct costs of procuring the Work hereunder through alternate sources provided that Client makes efforts to reasonably mitigate such actual and direct costs.

7. **Force Majeure.** Neither Core & Main nor Client shall be responsible to each other for damage or delay that arise from Force Majeure, including but not limited to conditions beyond the reasonable control, and not the result of the fault of the impacted Party, including, without limitation acts of God, storms, extraordinary weather, epidemic or pandemic, acts of government units, strikes or labor disputes, fire, explosions, thefts, vandalism, riots, acts of war or terrorism, non-price related unavailability of materials required for the Project, and unavailability of fuel.

8. **Taxes, Permits, and Fees.** Core & Main shall be responsible for obtaining all permits and related permit fees associated with the Project. The Client must disclose any known fees in advance of contract signing. Client shall pay sales, use, consumer, and like taxes when applicable, as well as any tariffs relating to the materials to be provided hereunder. Client shall be responsible for securing at its sole expense any other necessary approvals, easements, assessments, or required zoning changes. Core & Main shall be responsible for all taxes measured by Core & Main's income.

9. **Warranty.** The extent of the warranty to be provided by Core & Main is set forth in Appendix B.

10. **Indemnity.** Subject to Section 12 of this Agreement:

(a) Except as otherwise expressly provided in Section 10(b) below, Client assumes all liability and risk associated with the use, operation, and storage of any materials and equipment in its custody and control and for property damage, injuries, or deaths associated with or arising out of the use and operation of the Project by Client, except to the extent said damage, injury, or death is the direct result of Core & Main, its employees, and agents.

(b) Core & Main agrees to indemnify, defend and hold Client, its officers and employees harmless from actual and direct losses and damages sustained by Client arising from (a) third party claims to the extent caused by the gross negligence or intentional misconduct of Core & Main, (b) breach of this Agreement or (c) violation of law. To the extent Client has paid Core & Main for its Work, Core & Main shall indemnify and hold Client and its officers and employees harmless from all claims for payment of subcontractors or materialmen hired by Core & Main for Work relating to the Project.

11. **Title and Risk of Loss.** Title and risk of loss for materials and equipment will pass to Client upon delivery to Client at Client's location. If materials are not delivered to Client's location, or if Core & Main is responsible for installation of materials and equipment prior to delivery to Client, then title and risk of loss for materials and equipment will pass to Client upon installation.

12. **Liability.** Core & Main's liability under this Agreement shall not exceed the insurance provided as stated in Paragraph 13. **NEITHER CORE & MAIN NOR CLIENT SHALL BE RESPONSIBLE TO EACH OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES RESULTING IN ANY FORM FROM THE PROJECT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT, OR OTHERWISE.**

13. **Insurance.**

(a) During the Term of this Agreement Core & Main will procure and maintain at its own expense the following insurance coverage:

(1)	General Liability	\$1,000,000/occurrence, \$2,000,000 aggregate
(2)	Automobile Liability	\$1,000,000 combined single limit
(3)	Worker's Compensation, including Employer's Liability	As required by law
(4)	Umbrella Liability	\$5,000,000

(b) Core & Main will add Client as an additional insured on the above policies except Workers' Compensation. Core & Main shall provide a certificate of insurance evidencing the above coverage. Notice of cancellation will be provided 30 days in advance. Limits may be met by a combination of General Liability and Excess or Umbrella coverage.

(c) Core & Main will require its Subcontractors to provide a certificate of insurance evidencing coverage acceptable to Core & Main, and to include Client and Core & Main as additional insureds.

14. **Safety.** Core & Main shall have the primary responsibility for all safety precautions and programs necessary to complete its Work associated with the Project. Core & Main agrees to comply with all applicable regulations,

ordinances, and laws relating to safety. It shall be the responsibility of Client, however, to assure that the sites controlled by Client at which Core & Main is expected to perform its Work are safe sites.

15. Hazardous Materials. The Project and the Work expressly excludes any Work of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of hazardous materials or substances. Client warrants and represents that, to the best of Client's knowledge, there is no asbestos or other hazardous materials in the Project premises in areas that Core & Main shall be required to perform work that in any way will affect Core & Main's ability to complete the Project. If Core & Main is made aware or suspects the presence of hazardous materials, Core & Main reserves the right to stop work in the affected area and shall immediately notify Client. It shall remain Client's responsibility to correct the condition to comply with local and federal standards and regulations. Client shall remain responsible for any Claims that result from the presence of the hazardous materials. Client is responsible for proper disposal of all hazardous materials, including but not limited to lithium batteries.

16. Delays and Access. In the event of any delay, including but not limited to Force Majeure or delays caused by Client, Core & Main will notify Client in writing of the existence and nature of the delay. Client and Core & Main will then mutually agree upon any new completion dates, and pricing or payment terms for the Work contemplated by this Agreement. Nothing in the foregoing sentence shall be deemed to relieve Client from its obligation to provide Core & Main and its subcontractors reasonable and safe access to facilities that are necessary for Core & Main to complete the Work.

17. Compliance. Core & Main and Client will comply with all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any governmental bodies, agencies, authorities, and courts having jurisdiction.

18. Dispute Resolution.

(a) The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either Party may initiate negotiations by providing written notice to the other Party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within three business days from receipt with a statement of its position on, and recommended solution to, the dispute. Thereafter the Parties will attempt to resolve the dispute through negotiations conducted in good faith. If the dispute is not resolved by these negotiations within 15 business days following the date of the initial written notice, the matter will be resolved in accordance with Section 18(b) below.

(b) The Parties agree that in the event any dispute between them relating to this Agreement is not resolved under Section 18(a) above, exclusive jurisdiction shall be in the trial courts located within the county of the State in which Client has its principal office, any objections as to jurisdiction or venue in such court being expressly waived.

(c) All disputes arising out of this Agreement shall be governed by, and construed in accordance with, the laws of the State where Client has its principal office, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State or any other jurisdiction) that would cause the application hereto of the laws of any jurisdiction other than the laws of the State.

19. Attorney's Fees. In the event of any litigation between Parties hereto arising from or with respect to this Agreement, the Parties will each bear their own attorneys' fees and costs of the action.

20. Assignability. Neither Party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other Party's prior written consent.

21. Notices. All notices and communications related to this Agreement shall be made in following address:

If to Client: The City of Fargo, ND
225 4th Street North
Fargo, ND 58102

If to Core & Main: Core & Main LP
Attn: Branch Manager
4900 19th Avenue North
Fargo, ND 58102

With a copy to:

Legal Department
Core & Main LP
1830 Craig Park Court
St. Louis, MO 63146
Ph: (314) 432-4700
Fax: (314) 432-2550

22. **Binding Effect.** Client and Core & Main each represent and warrant to the other that this Agreement has been duly authorized, executed and delivered by such Party and constitutes a legal, valid and binding agreement enforceable against such Party in accordance with its terms.

23. **Modifications.** This Agreement shall not be modified in any respect except by a written document signed and agreed to by both Core & Main and Client.

24. **Severability.** Any term or provision found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

25. **Privacy.** The Privacy Policy of Core & Main is attached hereto as Appendix C.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

“CORE & MAIN”

CORE & MAIN LP

By: _____

Printed Name: _____

Printed Title _____

“CLIENT”

CITY OF FARGO, ND

By: _____

Printed Name: _____

Printed Title _____

Attest:

Steve Sprague, City Auditor



Appendix A

Project Scope

1. **Summary of Work.** The Summary of Work for the Project contemplated hereunder consists of providing and installing (if applicable) all Project materials and equipment as listed in Exhibit A-1, and management of the installation process (if applicable) within the geographic area defined in the propagation study or such other geographic area as otherwise defined herein (the "Utility Service Area").

2. **Project Implementation Period.** The Project is projected to commence on or around August 2024, and will be implemented over an approximate 3-year period of time. Project completion is estimated on or around December 2027.

3. **Compensation.** Core & Main will submit invoices for materials as they are delivered, and for installation and other services no more frequently than weekly. Client agrees to pay Core & Main for the Work as described in Exhibit A-1 and additionally for each supplemental item as required by Client and agreed by the parties. Core & Main reserves the right to increase prices upon thirty (30) calendar days' notice to address factors beyond its control, including but not limited to government regulations or tariffs. Client will make payment to Core & Main within 45 days of the receipt of an invoice.

4. **Installation Responsibilities of Core & Main.**

(a) **Project Installation.** Core & Main agrees to perform the Work in accordance with Client's specifications that are attached hereto during the Project Implementation Period specified above. Core & Main will be responsible for installing the Project according to manufacturer standards and such local standards, if any, as are attached hereto.

(b) **Water Shutoffs.** Core & Main, its agents and subcontractors, will be responsible for shutting off the water to each meter serviced as well as notifying each customer of the water shutoff. Some assistance may be required by Client with the notification of its customers. The installation team will knock on the doors of residential customers as well as leave notifications on their doors. In the case of large commercial customers such as schools, hospitals, nursing homes or any other commercial customer, special efforts will be made to ensure minimum disruption to water needs. In order to prevent any damage from plumbing fixtures that are sensitive to water shutoffs, Core & Main will schedule replacements with these commercial customers and will notify the maintenance personnel when turning the water back on at these facilities. Regardless of any effort of Core & Main, ultimate responsibility of any and all fixtures inside buildings will remain the responsibility of the end user and/or Client as detailed in any Service Contract that exists between Client and its Customers.

(c) **Curb Stops.** In the event the service location lacks a curb stop or it is defective, Core & Main or its representative will contact the Client. In this event the Client will either A) authorize Core & Main to repair the defect at the price as listed in Exhibit A-1 or as otherwise agreed by the Parties or, B) repair the defect with Client's forces and notify Core & Main that the repair has been made or, C) exclude the meter change out from the Project.

(d) **Meter Boxes, Vaults, and Roadways.** Core & Main is responsible for repairing any damages to meter boxes, vaults, and roadways that result from the installation of the Project; provided, however, that Core & Main shall not be liable for pre-existing conditions or leaks. Core & Main will install new meter boxes as authorized by the Client's representative, with appropriate lid selection to be mutually agreed upon. The Client will retain all existing water meters and materials pulled from the ground during the installation.

(e) **AMI Infrastructure Work.** Core & Main will install any infrastructure included in Exhibit A-1 as specified in the attached Statement of Work. The Statement of Work identifies responsibilities of Core & Main and Client associated with the installation of the infrastructure. Client agrees to perform the responsibilities of Client as set forth in the Statement of Work.

(f) Disposal. The Client will be responsible for the disposal of all waste, debris and materials from the installation of the Project.

(g) Certified Installers. In the event this Agreement includes gas or electric meters or should local laws dictate, Core & Main will ensure that the meter installers are certified by the governing board as required.

(h) Liability.

Water Meter Replacement: Core & Main is responsible for any damages that occur within 6" on either side of the water meter resulting from the Project installation. Any damages incurred within this 6" area will be promptly repaired at the expense of Core & Main. Core & Main is not liable for damages outside the 6" zone, either on the water distribution side or on the customer side incurred from the Project installation including shutoff, temporary outage, and restart of water service. Core & Main is not liable for any pre-existing conditions including leaks, faulty workmanship and materials from previous projects or rust. Should such conditions occur (*i.e.* leaks) Core & Main may document them and at Client's written request, repair them for a negotiated price.

Back-Flow Prevention Devices: Core & Main will not be required to install or repair any Back-Flow Prevention Devices. Core & Main assumes no liability or responsibility for the proper functioning of these devices.

(i) Non-Covered Work. Contracted meter change outs contemplate a standard like-for-like meter lay-length change out. In the event that locations exist which require nonstandard work (*i.e.*, move a service location *etc.*, move fences for or other customer structures & items for access, install systems in heavy traffic locations, alleys, parking lots, re-piping, changing lay-length, adding flange adaptors, *etc.*), Core & Main and the Client will either agree on a price the Client will pay Core & Main to perform the work, or the Client will exclude this work from the Project. Should Core & Main, in its sole discretion, determine that any portion of the Work is unsafe, that portion of the Work will be considered nonstandard and will be excluded from the Project.

5. Responsibilities of Client during Installation.

(a) Owner-Furnished Data. Client shall provide Core & Main all technical data and information in Client's possession, including previous reports, maps, surveys, necessary for Core & Main to perform the Work. Client shall be responsible for identifying the location of meters. Should Core & Main require assistance in finding the meter location, Client shall locate the meter in a timely manner.

(b) Access to Facilities and Property. Client shall make its system facilities and properties available and accessible for inspection by Core & Main and its subcontractors.

(c) Client Cooperation. Client support will be required during implementation of the Project to obtain access to meter boxes/pits, infrastructure sites and to coordinate utility interruptions. Client will provide notification in its billing to its customers that Core & Main is performing the designated work and that possible service interruption may result.

(d) Timely Review. The Client shall examine all invoices and inspect all completed work by Core & Main in a timely manner. In the event that Client fails to make timely payment to Core & Main as a result of Client's delay in inspecting the Work or processing Core & Main's invoice, Core & Main reserves the right to suspend further work without penalty until such time as payment is made. The project completion date will be extended for the same duration of any such delay and suspension of Work.



Exhibit A-1

Project Pricing

Attachment C - Proposed Project Cost Template
 Package A.1 - Full Meter System Replacement with Solid State Meters

ANNUAL RECURRING COSTS					
Item	Description	Quantity	Unit	Unit Cost	Extended Cost
41	Smart Year 1 (110,000 meters installed)	1	EA	\$ 38,662.50	\$ 38,662.50
42	Smart Year 2 (full Deployment)	1	EA	\$ 81,276.09	\$ 81,276.09
43	Smart Year 3 (full Deployment)	1	EA	\$ 83,714.13	\$ 83,714.13
44	Smart Year 4 (full Deployment)	1	EA	\$ 86,236.09	\$ 86,236.09
45	Smart Year 5 (full Deployment)	1	EA	\$ 88,813.04	\$ 88,813.04
	Subtotal				\$ 378,691.85
Other Annual Recurring Costs Not Listed Above					
46	Please specify			\$	\$
47	Please specify			\$	\$
48	Please specify			\$	\$
49	Please specify			\$	\$
50	Please specify			\$	\$
	Subtotal				\$
				Total Annual Recurring Costs for Package A.1	\$ 378,691.85

Total Cost for Package A.1 \$ 13,107,344.30

Bid Package Special Requirements - Additional Metering Capabilities					
Item	Description	Quantity	Unit	Unit Cost	Extended Cost
51	5/8 inch Water Meter	1	EA	\$	\$
52	3/4 inch Water Meter	1	EA	\$ 497.17	\$ 497.17
53	1-inch Water Meter	1	EA	\$ 572.60	\$ 572.60
54	1-1/2-inch Water Meter	1	EA	\$ 1,740.99	\$ 1,740.99
55	2-inch Water Meter	1	EA	\$ 1,958.68	\$ 1,958.68
56	3-inch Water Meter	1	EA	\$ 2,358.42	\$ 2,358.42
57	4-inch Water Meter	1	EA	\$ 3,747.28	\$ 3,747.28
58	6-inch Water Meter	1	EA	\$ 5,602.04	\$ 5,602.04
59	8-inch Water Meter	1	EA	\$	\$
60	10-inch Water Meter	1	EA	\$	\$
61	12-inch Water Meter	1	EA	\$	\$

Use the provided dropdowns to select an option; select 'yes' if the meter has the capability and 'no' if the meter does not have the capability.

Item	Remote Shutoff	Pressure Monitoring	Temperature Monitoring
51	YES	YES	YES
52	YES	YES	YES
53	YES	YES	YES
54	NO	YES	YES
55	NO	YES	YES
56	NO	YES	YES
57	NO	YES	YES
58	NO	YES	YES
59	NO	YES	YES
60	NO	YES	YES
61	NO	YES	YES

The City of Fargo is interested in strategically deploying water meters that contain remote shutoff, pressure monitoring, and temperature monitoring capabilities. Please provide water meter equipment costs for meters that have these capabilities.

The meters with Additional Metering Capabilities above are Sensus ally and Cordinal 3 Base Stations are needed, but we priced 4 as requested

Priced Summed total to include cells P51 and P52 on all tabs

CAPITAL COSTS					
Item	Description	Quantity	Unit	Unit Cost	Extended Cost
1	5/8 inch Water Meter	0	EA	\$	\$
2	3/4 inch Water Meter	26,582	EA	\$ 106.04	\$ 2,818,860.48
3	1-inch Water Meter	735	EA	\$ 187.01	\$ 137,752.35
4	1-1/2-inch Water Meter	1,959	EA	\$ 786.52	\$ 1,541,528.09
5	2-inch Water Meter	1,351	EA	\$ 955.06	\$ 1,290,280.90
6	3-inch Water Meter	339	EA	\$ 1,246.67	\$ 422,630.75
7	4-inch Water Meter	102	EA	\$ 1,480.86	\$ 151,007.33
8	6-inch Water Meter	28	EA	\$ 2,527.13	\$ 70,759.53
9	8-inch Water Meter	4	EA	\$ 3,265.81	\$ 13,063.23
10	10-inch Water Meter	11	EA	\$ 5,480.18	\$ 60,282.02
11	12 inch Water Meter	3	EA	\$ 7,593.15	\$ 22,779.46
	Subtotal				\$ 6,119,993.19

Item	Description	Quantity	Unit	Unit Cost	Extended Cost
12	5/8 inch Water Meter	0	EA	\$	\$
13	3/4 inch Water Meter	26,582	EA	\$ 82.11	\$ 2,187,522.11
14	1-inch Water Meter	735	EA	\$ 81.11	\$ 60,347.37
15	1-1/2-inch Water Meter	1,959	EA	\$ 315.79	\$ 607,736.84
16	2-inch Water Meter	1,351	EA	\$ 315.79	\$ 426,631.58
17	3-inch Water Meter	339	EA	\$ 736.84	\$ 249,789.47
18	4-inch Water Meter	102	EA	\$ 947.37	\$ 96,631.58
19	6-inch Water Meter	28	EA	\$ 1,473.68	\$ 41,263.16
20	8-inch Water Meter	4	EA	\$ 2,611.58	\$ 10,526.32
21	10-inch Water Meter	11	EA	\$ 3,157.89	\$ 34,736.84
22	12-inch Water Meter	3	EA	\$ 3,662.21	\$ 11,052.63
	Subtotal				\$ 3,174,237.89

Item	Description	Quantity	Unit	Unit Cost	Extended Cost
23	Encoder Registers		EA	\$	\$
24	Endpoints	30612	EA	\$ 90.95	\$ 2,784,161.40
25	Data Collector Units (DCU)	4	EA	\$ 24,299.52	\$ 97,198.08
26	Server Head End Hardware		EA	\$	\$
27	Sensus S10M Dual Port SmartPoint	1	EA	\$ 164.27	\$ 164.27
28	Please Specify			\$	\$
29	Please Specify			\$	\$
30	Please Specify			\$	\$
	Subtotal				\$ 2,881,533.75

Item	Description	Quantity	Unit	Unit Cost	Extended Cost
31	Sensus Base Station Installation	4	EA	\$ 20,185.71	\$ 80,742.84
32	Command Link	4	EA	\$ 750.00	\$ 3,000.00
33	Prop Study	1	EA	\$ 823.53	\$ 823.53
34	Full SaaS Setup	1	EA	\$ 7,956.25	\$ 7,956.25
35	EA Setup	1	EA	\$ 12,500.00	\$ 12,500.00
36	EA Integration	1	EA	\$ 6,875.00	\$ 6,875.00
37	Full Training	1	EA	\$ 3,000.00	\$ 3,000.00
38	EA Training	1	EA	\$ 3,000.00	\$ 3,000.00
39	CRM Project Management	1	EA	\$ 35,000.00	\$ 35,000.00
40	Please specify			\$	\$
	Subtotal				\$ 152,897.62

Total Capital Costs for Package A.1 \$ 12,726,652.46

Attachment C - Proposed Project Cost Template
 Package A.2 - Full Meter System Replacement with Mechanical Meters

ANNUAL RECURRING COSTS					
Item	Description	Quantity	Unit	Unit Cost	Extended Cost
41	5/8 inch Water Meter	1	EA	\$ 38,662.50	\$ 38,662.50
42	SaaS Year 1 (Full Deployment)	1	EA	\$ 81,276.09	\$ 81,276.09
43	SaaS Year 2 (Full Deployment)	1	EA	\$ 83,714.13	\$ 83,714.13
44	SaaS Year 3 (Full Deployment)	1	EA	\$ 86,276.09	\$ 86,276.09
45	SaaS Year 4 (Full Deployment)	1	EA	\$ 88,813.04	\$ 88,813.04
45	SaaS Year 5 (Full Deployment)	1	EA	\$ 91,331.03	\$ 91,331.03
	Subtotal				\$ 378,091.85
Other Annual Recurring Costs Not Listed Above					
46	Please specify			\$	\$
47	Please specify			\$	\$
48	Please specify			\$	\$
49	Please specify			\$	\$
50	Please specify			\$	\$
	Subtotal				\$
				Total Annual Recurring Costs for Package A.2	\$ 378,091.85

Total Cost for Package A.2 \$ 11,234,885.36

Bid Package Special Requirements - Additional Metering Capabilities					
Item	Description	Quantity	Unit	Unit Cost	Extended Cost
51	5/8 inch Water Meter	1	EA	\$ 497.17	\$ 497.17
52	3/4 inch Water Meter	1	EA	\$ 572.60	\$ 572.60
53	1 inch Water Meter	1	EA	\$ 1,740.99	\$ 1,740.99
54	1-1/2 inch Water Meter	1	EA	\$ 1,958.68	\$ 1,958.68
55	2 inch Water Meter	1	EA	\$ 2,358.42	\$ 2,358.42
56	3 inch Water Meter	1	EA	\$ 3,747.38	\$ 3,747.38
57	4 inch Water Meter	1	EA	\$ 5,602.04	\$ 5,602.04
58	6 inch Water Meter	1	EA	\$	\$
59	8 inch Water Meter	1	EA	\$	\$
60	10 inch Water Meter	1	EA	\$	\$
61	12 inch Water Meter	1	EA	\$	\$

The City of Fargo is interested in strategically deploying water meters that contain remote shut-off, pressure monitoring, and temperature monitoring capabilities. Please provide water meter equipment costs for meters that have these capabilities. Use the provided dropdowns to select an option; select 'yes' if the meter has the capability and 'no' if the meter does not have the capability.

Item	Description	Quantity	Unit	Unit Cost	Extended Cost	Pressure Monitoring	Temperature Monitoring
51	5/8 inch Water Meter	1	EA	\$ 497.17	\$ 497.17	YES	YES
52	3/4 inch Water Meter	1	EA	\$ 572.60	\$ 572.60	YES	YES
53	1 inch Water Meter	1	EA	\$ 1,740.99	\$ 1,740.99	YES	YES
54	1-1/2 inch Water Meter	1	EA	\$ 1,958.68	\$ 1,958.68	YES	YES
55	2 inch Water Meter	1	EA	\$ 2,358.42	\$ 2,358.42	YES	YES
56	3 inch Water Meter	1	EA	\$ 3,747.38	\$ 3,747.38	YES	YES
57	4 inch Water Meter	1	EA	\$ 5,602.04	\$ 5,602.04	YES	YES
58	6 inch Water Meter	1	EA	\$	\$	NO	NO
59	8 inch Water Meter	1	EA	\$	\$	NO	NO
60	10 inch Water Meter	1	EA	\$	\$	NO	NO
61	12 inch Water Meter	1	EA	\$	\$	NO	NO

The meters with Additional Metering Capabilities above are Sensus only and Cordonal 3 Base Stations are needed, but we priced 4 as requested

CAPITAL COSTS					
Item	Description	Quantity	Unit	Unit Cost	Extended Cost
1	5/8 inch Water Meter	0	EA	\$	\$
2	3/4 inch Water Meter	26,582	EA	\$ 75.16	\$ 1,997,704.08
3	1 inch Water Meter	735	EA	\$ 131.01	\$ 97,763.17
4	1-1/2 inch Water Meter	1,459	EA	\$ 415.17	\$ 605,228.17
5	2 inch Water Meter	1,351	EA	\$ 581.57	\$ 786,987.52
6	3 inch Water Meter	339	EA	\$ 988.81	\$ 335,206.85
7	4 inch Water Meter	102	EA	\$ 1,924.01	\$ 196,351.35
8	6 inch Water Meter	28	EA	\$ 3,465.66	\$ 97,038.44
9	8 inch Water Meter	4	EA	\$ 5,881.46	\$ 23,525.83
10	10 inch Water Meter	11	EA	\$ 7,668.23	\$ 84,350.49
11	12 inch Water Meter	3	EA	\$ 7,994.15	\$ 22,797.46
	Subtotal				\$ 4,247,534.25

Item	Description	Quantity	Unit	Unit Cost	Extended Cost
Meter Installation Costs					
12	5/8 inch Water Meter	0	EA	\$	\$
13	3/4 inch Water Meter	26,582	EA	\$ 82.11	\$ 2,182,522.11
14	1 inch Water Meter	735	EA	\$ 82.11	\$ 60,347.37
15	1-1/2 inch Water Meter	1,459	EA	\$ 315.79	\$ 460,736.84
16	2 inch Water Meter	1,351	EA	\$ 315.79	\$ 426,631.58
17	3 inch Water Meter	339	EA	\$ 736.84	\$ 249,789.47
18	4 inch Water Meter	102	EA	\$ 947.37	\$ 96,631.58
19	6 inch Water Meter	28	EA	\$ 1,473.68	\$ 41,263.15
20	8 inch Water Meter	4	EA	\$ 2,631.58	\$ 10,526.32
21	10 inch Water Meter	11	EA	\$ 3,157.65	\$ 34,736.04
22	12 inch Water Meter	3	EA	\$ 3,668.21	\$ 11,052.63
	Subtotal				\$ 3,274,237.89

Item	Description	Quantity	Unit	Unit Cost	Extended Cost
Data Collection Hardware - Provide Quantities Required					
23	Encoder Registers	30612	EA	\$ 90.95	\$ 2,784,161.40
24	Indpoints	4	EA	\$ 2,209.52	\$ 9,719.08
25	Data Collector Units (DCU)	4	EA	\$	\$
26	Power Head End Hardware	1	EA	\$ 164.27	\$ 164.27
27	Please Specify			\$	\$
28	Please Specify			\$	\$
29	Please Specify			\$	\$
30	Please Specify			\$	\$
	Subtotal				\$ 2,881,523.75

Item	Description	Quantity	Unit	Unit Cost	Extended Cost
Other Capital Costs Not Listed Above					
31	Sensus Base Station Installation	4	EA	\$ 20,185.71	\$ 80,742.84
32	Command Link	4	EA	\$ 750.00	\$ 3,000.00
33	Prop Study	1	EA	\$ 823.53	\$ 823.53
34	RMI SaaS Setup	1	EA	\$ 7,956.25	\$ 7,956.25
35	EA Setup	1	EA	\$ 12,500.00	\$ 12,500.00
36	EA Integration	1	EA	\$ 6,875.00	\$ 6,875.00
37	RMI Training	1	EA	\$ 3,000.00	\$ 3,000.00
38	EA Training	1	EA	\$ 3,000.00	\$ 3,000.00
39	EA Management	1	EA	\$ 35,000.00	\$ 35,000.00
40	Please specify			\$	\$
	Subtotal				\$ 152,897.62

Total Capital Costs for Package A.2 \$ 10,856,193.52

Attachment C - Proposed Project Cost Template
 Package B.1 - Propagation Study Results / Proposer Recommended Solution - Solid State Meters

Item	Description	Quantity	Unit	Unit Cost	Extended Cost
ANNUAL RECURRING COSTS					
40	Smart Year 1 (10,000 meters installed)	1	EA	\$ 38,662.50	\$ 38,662.50
41	Smart Year 2 (Full Deployment)	1	EA	\$ 81,276.09	\$ 81,276.09
42	Smart Year 3 (Full Deployment)	1	EA	\$ 83,714.13	\$ 83,714.13
43	Smart Year 4 (Full Deployment)	1	EA	\$ 86,226.09	\$ 86,226.09
44	Smart Year 5 (Full Deployment)	1	EA	\$ 88,811.04	\$ 88,811.04
	Subtotal				\$ 376,691.85
Other Annual Recurring Costs Not Listed Above					
45	Please specify			\$	\$
46	Please specify			\$	\$
47	Please specify			\$	\$
48	Please specify			\$	\$
49	Please specify			\$	\$
	Subtotal				\$
				Total Annual Recurring Costs for Package B.1	\$ 376,691.85

Total Cost for Package B.1 \$ **11,930,351.87**

Item	Description	Quantity	Unit	Unit Cost	Extended Cost
CAPITAL COSTS					
Water Meter Equipment Costs					
1	5/8 inch Water Meter	0	EA	\$	\$
2	3/4 inch Water Meter	26,582	EA	\$ 106.04	\$ 2,818,860.41
3	1 inch Water Meter	735	EA	\$ 167.01	\$ 122,735.45
4	1-1/2 inch Water Meter	1,459	EA	\$ 415.17	\$ 605,728.17
5	2 inch Water Meter	1,351	EA	\$ 582.52	\$ 786,987.52
6	3 inch Water Meter	339	EA	\$ 988.81	\$ 335,206.35
7	4 inch Water Meter	102	EA	\$ 1,480.86	\$ 151,047.33
8	6 inch Water Meter	28	EA	\$ 2,527.13	\$ 70,759.53
9	8 inch Water Meter	4	EA	\$ 3,265.81	\$ 13,063.23
10	10 inch Water Meter	11	EA	\$ 5,480.18	\$ 60,282.02
11	12 inch Water Meter	3	EA	\$ 7,599.15	\$ 22,797.46
	Subtotal				\$ 4,987,485.99
Water Installation Costs					
12	5/8 inch Water Meter	0	EA	\$	\$
13	3/4 inch Water Meter	26,582	EA	\$ 82.11	\$ 2,181,532.11
14	1 inch Water Meter	735	EA	\$ 82.11	\$ 60,347.37
15	1-1/2 inch Water Meter	1,459	EA	\$ 315.79	\$ 460,736.94
16	2 inch Water Meter	1,351	EA	\$ 315.79	\$ 426,631.58
17	3 inch Water Meter	339	EA	\$ 726.84	\$ 249,789.47
18	4 inch Water Meter	102	EA	\$ 947.37	\$ 96,631.58
19	6 inch Water Meter	28	EA	\$ 1,473.68	\$ 41,263.16
20	8 inch Water Meter	4	EA	\$ 2,631.58	\$ 10,526.32
21	10 inch Water Meter	11	EA	\$ 3,157.89	\$ 34,736.81
22	12 inch Water Meter	3	EA	\$ 3,684.21	\$ 11,052.63
	Subtotal				\$ 3,974,237.89
Data Collection Hardware - Provide Quantities Required					
23	Encoder Registers	30612	EA	\$ 90.95	\$ 2,784,161.40
24	Data Collector Units (DCU)	3	EA	\$ 24,299.52	\$ 72,898.56
25	Power Head End Hardware	1	EA	\$ 164.27	\$ 164.27
26	Please Specify			\$	\$
27	Please Specify			\$	\$
28	Please Specify			\$	\$
29	Please Specify			\$	\$
	Subtotal				\$ 2,857,224.23
Other Capital Costs Not Listed Above					
30	Sensus Base Station Installation	3	EA	\$ 20,185.71	\$ 60,557.13
31	Command Link	4	EA	\$ 750.00	\$ 3,000.00
32	Prop Study	1	EA	\$ 823.53	\$ 823.53
33	Smart Setup	1	EA	\$ 7,956.25	\$ 7,956.25
34	EA Setup	1	EA	\$ 12,500.00	\$ 12,500.00
35	EA Integration	1	EA	\$ 6,875.00	\$ 6,875.00
36	Field Training	1	EA	\$ 3,000.00	\$ 3,000.00
37	ISA Training	1	EA	\$ 3,000.00	\$ 3,000.00
38	ICAM Project Management	1	EA	\$ 35,000.00	\$ 35,000.00
39	Please specify			\$	\$
	Subtotal				\$ 132,711.91
				Total Capital Costs for Package B.1	\$ 11,551,660.03

Item	Description	Quantity	Unit	Unit Cost	Extended Cost	Pressure Monitoring	Temperature Monitoring
Bid Package Special Requirements - Additional Metering Capabilities							
51	5/8 inch Water Meter	1	EA	\$	\$	YES	YES
52	3/4 inch Water Meter	1	EA	\$ 497.17	\$ 497.17	YES	YES
53	1 inch Water Meter	1	EA	\$ 572.60	\$ 572.60	YES	YES
54	1-1/2 inch Water Meter	1	EA	\$ 1,740.99	\$ 1,740.99	YES	YES
55	2 inch Water Meter	1	EA	\$ 1,958.68	\$ 1,958.68	YES	YES
56	3 inch Water Meter	1	EA	\$ 2,358.42	\$ 2,358.42	YES	YES
57	4 inch Water Meter	1	EA	\$ 3,747.28	\$ 3,747.28	YES	YES
58	6 inch Water Meter	1	EA	\$ 5,602.04	\$ 5,602.04	YES	YES
59	8 inch Water Meter	1	EA	\$	\$		
60	10 inch Water Meter	1	EA	\$	\$		
61	12 inch Water Meter	1	EA	\$	\$		

The City of Fargo is interested in strategically deploying water meters that contain remote shutoff, pressure monitoring, and temperature monitoring capabilities. Please provide water meter equipment costs for meters that have these capabilities.

Use the provided dropdowns to select an option: select 'yes' if the meter has the capability and 'no' if the meter does not have the capability.

The meters with Additional Metering Capabilities above are Sensus ally and Conditional 3 Base Stations are needed
 IPERL meters for 3/4" and 1"
 Sensus OMNI meters for meters for 1.5" - 3"
 Additional savings if we right size 1.5"-2" meters to a 1" IPERL
 Octave meters are used on sites 4" - 12"
 Sensus 510M SmartPoints can read other meter manufacturer's meter so additional cost reduction

If Fargo desires to leave newer encoded register meters in service, Sensus 510M SmartPoints are compatible with all modern encoded meters
 Please refer to Appendix 4 and the "510M/520M SmartPoint" Module Quick Guide for a list of all currently compatible meters / registers

Exhibit A-2

Sensus Advanced Metering Infrastructure (AMI) Agreement

Exhibit A-3

**Statement of Work
(Sale through VAR)**

General Responsibilities:

Core & Main will:

1. Provide a project manager to coordinate all FlexNet installation activities with the Client and be the main contact point between the Client and Sensus during the infrastructure and SmartPoint Module deployment phase. The project manager will coordinate training activities and all installation activities with Sensus field engineers and contract installation crews hired by Client.
2. Provide Client a Sensus certified propagation study that determines the locations best suited for installation of the BASESTATION's and to ensure proper communications with end point transmitters and the RNI.
3. Work with Sensus to commission the RNI hardware and software remotely.
4. Work with Sensus to obtain final network acceptance and approval to install endpoint devices
5. Schedule training familiarization / operators training for head end software to Client identified personnel at the Client's location.
6. Hire a qualified installation contractor to install the antennae and cable that runs between the basestation and the antenna.
7. Hire a qualified installation contractor to install the BASESTATION equipment and run all data and power cables between the power supply and the BASESTATION.

Client will:

1. Provide a key point of contact, contact information, for project management activities to work with the Core & Main project manager to help facilitate a timely installation of the FlexNet system.
2. Perform all site preparation work for the RNI and BASESTATIONS.
3. Be responsible to provide the network infrastructure in the Power and RNI Location areas in Diagram 1, including network cabling and power identified in blue in Diagram 1.
4. Be responsible for monthly and annual fees associated with the network access for all sites where network access is needed.
5. Be responsible to provide communications link between the Regional Network Interface (RNI) and BASESTATION.
6. Purchase any routers, hubs, mounting equipment, uninterruptible power supply and/or security equipment needed to connect the RNI to the Client's internal network.
7. Be responsible for the installation of Meters, SmartPoint Modules, Load Control, Home Area Network, and Automation Devices.

RNI Responsibilities:

The RNI will be a SAAS model that will be stored at one of Sensus secure data sites.

Infrastructure Site Responsibilities

BASESTATION:

Core & Main will:

1. Instruct Client concerning infrastructure site preparation work, and verify work is done correctly.
2. Coordinate the installation and commissioning of FlexNet Infrastructure for proper operation.
3. Hire a competent contractor to install the antenna and related components.
1. Provide the necessary antennas, mounts, cable and other antenna components for the BASESTATIONS.
4. Hire a certified electrician to connect all power to the BASESTATION.
5. Not be held responsible for damage to any interior/exterior coatings on water tanks that result from welding of antenna mounts to tanks. Parties will agree to a scope of work prior to installation.

Client will:

2. Purchase the required number of BASESTATIONS.
3. Be responsible to provide an area at the BASESTATION site for installation if the BASESTATION is installed at a Client provided site.
4. Be responsible to provide a 120 VAC power source to the BASESTATION. All necessary electric requirements which will include 120 VAC Non GFI receptacles to be at the final location of the BASESTATION installation. If trenching of the power line is needed, the Client will be responsible to provide the necessary trenching, conduit, and cabling needed to supply power from the power source outlet to the base station cabinet. All electrical equipment will be installed in accordance with local codes.
5. Be responsible to provide network access at the site where the BASESTATION is located. Client should consult with Core & Main about the available options for network connections between BASESTATION and RNI.
6. Be responsible to provide CAT 5 UV and weather resistant network cable from the network service provider access link to the cabinet.
7. Be responsible to provide any conduit or trenching needed to run the data cable to the BASESTATION. Client is responsible to assure that data cable is located to final location of the BASESTATION.
8. Be responsible to provide security at BASESTATION location.
9. Be responsible to provide sufficient foundation to secure the outdoor cabinet should an outdoor cabinet be required to house the BASESTATION. This foundation will consist of a concrete pad or steel structure that is designed to hold 600 lbs per square inch.
10. Be responsible to provide 240 VAC of power to the BASESTATION unit should an outdoor cabinet be required. Receptacles to be located within 1 foot of the final location of the BASESTATION installation. If trenching of the power line is needed, the Client will be responsible to provide the necessary trenching, conduit, and cabling needed to supply power from the power source outlet to the base station cabinet. All electrical equipment will be installed in accordance with local codes. 1
11. Be responsible for installing grounding material at the location of the BASESTATION installation. At a minimum, the material should consist of # 4 or #2 stranded copper wire which will connect to the BASESTATION.
12. Be responsible for proper ground field at the BASESTATION site.
13. Be responsible for getting access/permission to any structure that is not owned by the Client.
14. Prepare the site for the BASESTATION by completing the below tasks:
 - a. Site must have a network connection available for the BASESTATION to communicate with RNI. The Ethernet connector on the BASESTATION unit is an RJ-45 type, 10/100 auto signaling rate. Minimum WAN bandwidth requirements are 128 kbps with a redundant path. Any network equipment to interface the BASESTATION such as Juniper router / firewall, switches, etc. will be Client provided.
 - b. Client will supply connectivity information to Sensus (IP address, default gateway, sub-net mask, etc.)

- c. Provide suitable antenna mounting structure such as a tower, mono-pole, or building that is capable of supporting the weight of the antenna, cable, mounting hardware and wind loading.
- d. Indoor site should have adequate room for the rack facilitating opening of both front and rear doors, and an available 120V grounded outlet within 10 feet.
- e. Outdoor site installation single phase 240 VAC 30 amp circuit from Meter bank to disconnect panel on BASESTATION
- f. Outdoor site shall have installation of BASESTATION concrete support pad or suitable steel support structure with a minimum loading capacity of 600lb. Sq.ft.
- g. Indoor site should have adequate environmental control/ventilation. Recommended environmental ranges are shown in Appendix A of the Tower Gateway Base Station Installation Manual. Although the unit is capable of operation in extreme temperatures, maintaining a moderate and constant temperature environment will promote trouble-free service and long life.
- h. Site must have all RF, and power connections properly surge arrested to prevent damage in the event of a major lightning strike. A Halo type building ground installation with a tie available to connect to the rack ground bar is recommended

Echo Transceiver / Remote Transceiver Responsibilities

Core & Main will:

1. Provide mounting brackets for installation.
2. Identify the optimum location to install the Echo Transceiver/Remote Transceiver and communicate those locations to Customer.
3. Echo Transceiver/Remote Transceiver locations will be identified only after sufficient FlexNet Base Stations and endpoints have been installed and it is apparent that additional infrastructure in the form of Echo Transceivers/Remote Transceivers is required to optimize system performance.
4. Install the Echo Transceiver/Remote Transceiver units and ancillary equipment necessary to a structure.

Client will:

1. Provide a 120 VAC power source and cable run, in compliance with local code, to the point where each Echo Transceiver/Remote Transceiver will be installed to supply all necessary power requirements. These boxes can be installed on top of poles, buildings, etc. For such cable runs, 18 AWG UV and weather resistant power cable for runs less than 470 ft. and 16 AWG for runs less than 750 ft. are needed.
3. Initiate, coordinate and acquire authorization for installation crews to climb poles, buildings and other structures necessary to safely affix cable runs as needed for the installation of the Echo Transceivers/Remote Transceivers.
4. Provide adequate electricity to the Echo Transceiver/Remote Transceiver locations and be responsible for any and all recurring electricity charges for Echo Transceiver/Remote Transceiver operations.
5. Be responsible for on-going maintenance and support of the equipment after installation.

SmartPoint Module Installation Responsibilities

Core & Main will:

1. Install or hire a qualified installation contractor to install all Endpoints to be used in the AMI System.
2. Be responsible for quality assurance for their personnel and/or an installation contractor as it relates to proper installation of Endpoints.

3. Visit and troubleshoot Endpoints that are not reporting into the system. Investigate any non-reporting Endpoints to ensure that there are no cut wires, improper installations, improper programming and resolve all data entry errors in the system.
4. Assign an internal and/or installation contractor auditor to ensure installation work is correct. Core & Main will engage Sensus to train this individual to properly identify and correct any known problems in the field. This individual will be the primary contact to troubleshoot, identify and correct non reporting Endpoints and installation errors.
5. Once the installer has completed troubleshooting of installation issues, Core & Main will engage Sensus to investigate the remaining Endpoints to identify and fix any coverage issues.
6. Coordinate with Sensus to establish the Endpoints installation schedule, shipment quantities, and overall project timeline.

Client will:

1. Purchase Endpoints. "Endpoint", in this Exhibit only, means a Sensus meter or a Sensus SmartPoint Module installed on a third party meter.

Miscellaneous Responsibilities

Client will:

1. Be responsible for the payment of any taxes, renewal, regulatory or license fees associated with the network hardware and software.
2. Be responsible for applying for and purchasing any needed work permits.

Appendix B

WARRANTY

The warranties on Work shall be as follows:

1. **Project Materials and Supplies.**

(a) **General.** Meters and equipment that Client purchases from Core & Main are warranted by the manufacturer to be free from Manufacturers' Defects for the period specified in the manufacturer's warranty. A copy of the present warranty of each manufacturer that will supply meters and equipment as part of the Project is attached hereto as Exhibit BD-1. The term of such manufacturer's warranty shall be as set forth in such attached warranty (as the same may be changed from time to time during the course of the performance of the Agreement, but with changes to apply only to purchases of meters and equipment occurring after the change becomes effective), but generally the start date for meter and equipment warranties is the date of the manufacturer's shipment of such meters and equipment ("**Manufacturer's Warranty Period**"). PROJECT MATERIALS AND SUPPLIES OTHER THAN METERS AND EQUIPMENT ARE NOT WARRANTED. CORE & MAIN DOES NOT PROVIDE ANY SEPARATE WARRANTY FOR PROJECT MATERIALS AND SUPPLIES.

(b) **Core & Main's Responsibility.** Upon any breach of the manufacturer's warranty on a meter or equipment noticed to Core & Main during the applicable Manufacturer's Warranty Period, Core & Main's sole responsibility shall be to cooperate with Client in arranging for the manufacturer to repair or replace any defective meter or equipment.

2. **Installation Work and Services.**

(a) **General.** Core & Main warrants that all installation Work provided by Core & Main shall be performed by Core & Main in a workmanlike manner and in compliance with any specifications set forth in this Agreement, with such warranty to expire one year from the date when such installation Work was performed (the "**Warranty Period**").

(b) **Exclusive Remedy.** Upon any breach of Core & Main's warranty as to installation Work during the applicable Warranty Period, Core & Main's sole responsibility shall be to perform any corrective installation Work necessary to bring Core & Main's installation Work into compliance with such requirements.

3. **DISCLAIMER OF FURTHER WARRANTIES.** EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, CORE & MAIN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL CORE & MAIN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND. IN NO EVENT WILL THE LIABILITY OF CORE & MAIN UNDER THIS AGREEMENT EXCEED THE INSURANCE PROVIDED AS STATED IN PARAGRAPH 13 OF THE AGREEMENT.

Exhibit B-1

Manufacturers' Warranties

Attached to this Exhibit B-1 are the manufacturers' warranties for each of the manufacturers providing materials to the Project.

- General Product Coverage.** Unless otherwise provided herein, Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at: sensus.com/TC ("Terms of Sale").
- SR II® and accuSTREAM™ 5/8", 3/4" & 1" Meters** are warranted to perform to new meter accuracy level set forth in the SR II and accuSTREAM Data Sheets available at sensus.com for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

- SR II maincases** are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. **accuSTREAM maincases** will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.
- ally® Meters** that register water flow are warranted to perform to the accuracy level set forth in the ally data sheet available at sensus.com for fifteen (15) years from the Date of Installation, but no longer than sixteen (16) years from date of manufacture, not including the meter's sensors, valve, and gear motor, which are warranted under different terms described below. As used herein, "**Date of Installation**" means the date after which the ally Meter has been out of empty pipe for seven (7) consecutive days, as those days are measured by the ally Meter and stored in the meter's nonvolatile memory.
- iPERL® Meters** that register water flow are warranted to perform to the accuracy levels set forth in the iPERL data sheet available at sensus.com for twenty (20) years from the date of Sensus shipment. The iPERL System Component warranty does not include the external housing.
- Sensus OMNI™, OMNI+ Meters and Propeller Meters** are warranted to perform to as set forth in OMNI and Propeller data sheets for eighteen (18) months from the date of Sensus shipment.
- Sensus Cordone! Meters** are warranted to perform to the accuracy levels as set forth in the Cordone! data sheet available at sensus.com for twenty (20) years from the date of Sensus shipment. The Cordone! System Component warranty does not include the external housing.
- Sensus Cordone! maincases** are warranted to maintain their structural integrity for a period of twenty (20) years from the date of Sensus shipment.
- Sensus accuMAG™ and Hydroverse™ Meters** are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

- Sensus Registers** are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 2" SR II, accuSTREAM Standard Registers	25 years
5/8" thru 2" SR II, accuSTREAM Encoder Registers	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for Propeller Meters	1 year
OMNI and OMNI+ Registers with Battery	10 years

- Sensus Electric and Gas Meters** are warranted pursuant to the General Limited Warranty available at sensus.com/TC.

- Batteries, iPERL System Components, AMR and FlexNet® Communication Network AMI Interface Devices** are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPad	10 years
Act-Pak® Remote Monitoring Instruments	1 year
Gas SmartPoint® Modules and Batteries	20 years ¹
7500 series Hand-Held Device	2 years
Vehicle Gateway Base Station (VGB) and other AMR Equipment	1 year
EasyLink Reader	1 Year
CPTP100	20 Years ²
FlexNet Base Station (including the R100NA and M400 products)	1 year
RM4160	1 Year
iPERL System Battery and iPERL System Components	20 years ³
Sensus® Electronic Register+™	20 years ⁴
Sensus® Smart Gateway Sensor Interface	1 year ⁵
SmartPoint® 510M/520M/515M/512M Modules and Batteries	20 year ³

¹ Sensus will repair or replace non-performing Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries.

² Sensus will repair or replace non-performing CPTP100 modules (configured at factory setting of four transmissions per day under normal system operations of up to one demand read per month and up to five firmware downloads during the life of the product) and batteries.

³ Sensus will repair or replace non-performing:

- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components") with hourly reads manufactured after April 2018
- Cordone! System Batteries, the flow sensing and data processing assemblies, and the register ("Cordone! System Components")
- SmartPoint 510M/520M/515M/512M-PLS/522M Modules manufactured after April 2018 (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, unless the SmartPoint 510M/520M/522M Module is ever paired with an ally Meter, which immediately amends the warranty terms to those described in Section 13

at no cost for the first fifteen (15) years from the date of Sensus shipment, and for the remaining five (5) years at a prorated percentage, applied towards the published list price in effect for the year the product is accepted by Sensus under the warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 15	0%	19	60%
16	30%	20	70%
17	40%	>20	100%
18	50%		

⁴ Sensus will repair or replace non-performing Sensus Electronic Register+ with hourly reads for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

⁵ Sensus® Smart Gateway Sensor Interface warranty valid only for analog Meter Sample Rates of four times per hour with a Standard Transmit Rate of hourly or greater for the analog channel(s).

13. **ally® Meter Batteries and Components, including SmartPoint 510M/520M Modules** are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 4, for the period stated below:

Batteries	15 years ⁵
Sensors	5 years
Valve & Gear Motor	5 years ⁷
SmartPoint 510M/520M Modules and Batteries in service w/ally	15 years ⁵

14. **Cordonel Meter Batteries and Components** are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 7, for the period stated below:

Batteries	20 years ³
Sensors	5 years
SmartPoint 510M/520M Modules and Batteries in service w/Cordonel models with pressure	15 years ⁵

15. **iPERL and ally Connectors and Cables** are warranted to be free from defects in materials and workmanship, under normal use and service, for ten (10) years from the date of Sensus shipment. Nicor or Itron connectors included with a Sensus product are warranted according to the terms for Third-Party Devices in Section 16.

16. **Third-Party Devices** are warranted to be free from defects in materials and workmanship, under normal use and service, for one (1) year from the date of Sensus shipment. As used in this Sensus Limited Warranty, "Third Party Devices" means any product, device, or component part used with a Sensus product that is manufactured or sold by any party that is not Sensus. Failure of a Third-Party Device which subsequently causes failure to a Sensus device shall be the responsibility of the manufacturer of the Third-Party Device.

17. **Software.** Software supplied and/or licensed by Sensus is supported according to the terms of the applicable software license or usage agreement. Sensus warrants that any network and monitoring services shall be performed in a professional and workmanlike manner.

18. **Return.** Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. All products must be returned in accordance with the RMA process. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("**Obsolete Product**"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("**New Product**"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION 18 SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

⁵ If applicable, any SmartPoint 510M/520M Modules ever paired with an ally meter or Cordonel with pressure meter are warranted with the following limitations:

- When configured to the default installation setting of six transmissions of metrology and pressure per day and one update of temperature per day, the SmartPoint module is warranted to perform up to five (5) firmware upgrades for the SmartPoint module and up to five (5) firmware upgrades for the ally meter or Cordonel (with pressure) meter;
- 2500 Operational Commands, where "**Operational Commands**" include on demand reads (such as consumption, pressure, temperature), an ally meter valve command, or a configuration command; and
- 15 Diagnostic Commands, which includes two-way communications tests and installations

for the first ten (10) years from Date of Installation at no cost. For the remaining five (5) years, Customer will pay the reduced Replacement Price of the then-current list price in effect at the time the product is accepted for return in accordance with the following schedule:

19. **Warranty Exceptions and No Implied Warranties.** This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to and Sensus has no liability for goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "**Exceptions**"). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing, or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SOFTWARE SERVICES, AND OTHER SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

20. **Limitation of Liability.** SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "**CAUSES OF ACTION**") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES; NOR (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TEMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "**IN/OUT COSTS**" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "**END USER**" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	14	65%
11	35%	15	75%
12	45%	>15	100%
13	55%		

⁷ Notwithstanding the foregoing, valve and gear motor components of ally meters are not warranted beyond two thousand (2000) Valve State Operations, even if the warranty period provided herein has not yet expired. As used herein, "**Valve State Operations**" means adjustments of the Meter to open, close, or reduce flow.

1. Terms of Sale Sensus USA Inc. ("Sensus") warrants its products and parts as set forth below. All products are sold to the buyer ("Customer") pursuant to Sensus' Terms of Sale, available at: [sensus.com/itc](https://www.sensus.com/itc)

2. Electric Meters and Electric SmartPoint™ Modules. Sensus warrants electric meters provided by Sensus, as well as the embedded Sensus electric SmartPoint Modules, to be in compliance with their respective specifications under normal use and service, and to be free from material defects in materials and workmanship for a warranty period of twelve (12) months from the date of the installation or eighteen (18) months from the date of shipment, whichever occurs first. The warranty period for new spare parts and components sold by Sensus is twelve (12) months from the date of shipment. The warranty period for repaired or refurbished parts repaired by Sensus is ninety (90) days from the date of shipment, unless repaired pursuant to a warranty, in which case the repair is warranted for the time remaining of the original warranty period.

3. Gas Products and Gas SmartPoint Modules.

a. Except for the Sonix line of meters, Sensus warrants the Sensus gas products to be in compliance with their respective specifications under normal use and service, and to be free from material defects in materials and workmanship for a warranty period of twelve (12) months from the date of the installation or eighteen (18) months from the date of shipment, whichever occurs first.

b. Sensus warrants the Sensus Sonix and SonixIQ meters to be in compliance with their respective specifications under normal use and service, and to be free from material defects in materials and workmanship for a warranty period of fifteen (15) years from the date of shipment. Sensus warrants the batteries in the Sensus Sonix meters to be free from material defects in materials and workmanship for a warranty period of ten (10) years from the date of shipment. For the SonixIQ meter only, Sensus warrants the battery for an additional 10 years on a prorated basis, subject to the replacement fees below for years 11 – 20.

Years	Discounted Replacement Price	Years	Discounted Replacement Price
1 – 10	100%	16	70%
11	90%	17	30%
12	80%	18	20%
13	70%	19	10%
14	60%	20	0%
15	50%	>20	0%

c. For all gas products, the warranty period for new spare parts and components sold by Sensus is twelve (12) months from the date of shipment. The warranty period for repaired or refurbished parts repaired by Sensus is ninety (90) days from the date of shipment, unless repaired pursuant to a warranty, in which case the repair is warranted for the time remaining of the original warranty period.

b. Sensus warrants the standalone Sensus gas SmartPoint Modules as set forth in the "G500" warranty, as set forth at: [sensus.com/itc](https://www.sensus.com/itc), or available at 1-800-METER-IT.

4. Water Meters and Water SmartPoint Modules. Sensus warrants the Sensus water meters and Sensus water SmartPoint Modules as set forth in the "G500" warranty, as set forth at: [sensus.com/itc](https://www.sensus.com/itc), or available at 1-800-METER-IT.

5. VantagePoint® Lighting Control Module. Sensus warrants the Sensus VantagePoint® Lighting Control Module to be in compliance with their respective specifications under normal use and service, and to be free from material defects in materials and workmanship for a warranty period of ten (10) years from the date of shipment. The warranty period for new spare parts and components sold by Sensus is twelve (12) months from the date of shipment. The warranty period for repaired or refurbished parts repaired by Sensus is ninety (90) days from the date of shipment, unless repaired pursuant to a warranty, in which case the repair is warranted for the time remaining of the original warranty period.

6. DA Devices and HAN Devices. Sensus warrants the Sensus DA Devices and Sensus HAN Devices to be in compliance with their respective specifications under normal use and service, and to be free from material defects in materials and workmanship for a warranty period of twelve (12) months from the date of shipment. The warranty period for new spare parts and components sold by Sensus is twelve (12) months from the date of shipment. The warranty period for repaired or refurbished parts repaired by Sensus is ninety (90) days from the date of shipment, unless repaired pursuant to a warranty, in which case the repair is warranted for the time remaining of the original warranty period.

7. RF Field Equipment. Sensus warrants the Sensus RF Field Equipment to be in compliance with their respective specifications under normal use and service, and to be free from material defects in materials and workmanship for a warranty period of twelve (12) months from the date of shipment.

8. Server Hardware. Sensus provides no warranty on the Server Hardware.

9. Third Party Goods. Notwithstanding anything to the contrary herein, Sensus does not warrant any goods manufactured or software supplied by third parties. For example, if Customer elects to buy meters from a third party, the Sensus SmartPoint Modules installed in such third party meters shall, subject to Section 11, below, be covered by the warranty above, but any warranty on the meter itself shall be a matter directly between Customer and such third party meter supplier.

10. Services. Sensus warrants that its services shall, at the time of performance, materially conform to the contract requirements, and shall be performed in a professional and workmanlike manner, free from material defects in workmanship.

11. Remedy.

a. If any Field Device or RF Field Equipment fails during the applicable warranty period (a "Failed Good"), Sensus' obligation, and Customer's exclusive remedy, is, at Sensus' option, to either (i) repair or replace the Failed Good, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the Failed Good (as instructed by Sensus). In all cases, Customer shall be responsible for returning the Failed Good to Sensus, including all costs associated with the return of the Failed Good, and Sensus shall be responsible for shipping the repaired or replaced good back to Customer's warehouse. Customer shall, in all cases, be responsible for the In/Out Costs. If Sensus determines that the returned

good is not defective, Customer shall pay and/or reimburse Sensus for all expenses incurred by Sensus in the examination of the returned good.

b. Customer's remedy under the warranty for services shall be, at Sensus' sole cost and expense, to correct or re-perform any defective or non-conforming services to assure compliance with the contract requirements.

c. THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDY WITH RESPECT TO A FAILED GOOD OR ANY DEFECTIVE OR NON-CONFORMING SERVICE.

12. Warranty Exceptions. This General Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this General Limited Warranty do not apply to, and Sensus has no liability for, goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions."). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

13. THE WARRANTIES SET FORTH IN THIS GENERAL LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS GENERAL LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

14. SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

15. Limitation of Liability

a. SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

b. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES.

c. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

d. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.

16. Definitions. Any terms used in this General Limited Warranty as defined terms, and which are not defined herein, shall have the meanings given to those terms in the Terms of Sale.

a. "Agreement" means this General Limited Warranty, Customer's purchase order (except any Additional Terms), Sensus' Acknowledgement Form (if any), Sensus' invoice and the Terms of Sale.

b. "DA Devices" means RTMs and RTUs.

c. "Echo Transceiver" (formerly "FlexNet Network Portal" and "FNP") identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station.

d. "End User" means any end user of electricity/water/gas that pays Customer for the consumption of electricity/water/gas, as applicable.

e. "Equipment" means the Field Devices, RF Field Equipment, Server Hardware, and any other goods sold hereunder.

f. "FlexNet Base Station" (formerly "Tower Gateway Base Station" and "TGB") identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication.

g. "Field Devices" means the meters, SmartPoint Modules, DA Devices and HAN Devices.

h. "Force Majeure" shall have the meaning set forth in the Terms of Sale.

i. "HAN Devices" means the PCTs, IHDs and LCMs.

j. "IHDs" means the in-home displays.

k. "In/Out Costs" means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.

l. "LCMs" means the load control modules.

- m. "PCT" means the programmable controllable thermostats.
- n. "Remote Transceiver" (formerly "FlexNet Remote Portal" and "FRP") identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- o. "RNI" identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules.
- p. "RF Field Equipment" means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.
- q. "RTMs" means the telemetric remote telemetry modules.
- r. "RTUs" means telemetric MicroRTU (T866).
- s. "Server Hardware" means the RNI hardware and the FlexServer hardware.
- t. "SmartPoint™ Modules" identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment, lighting fixtures, and demand/response devices located at Customer's End Users' premises that take the readings of the devices and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.

1. Terms of Sale

Sensus USA Inc. ("Sensus") warrants the performance of the AMI System to the Customer as set forth below. This warranty and all products and services sold or otherwise provided by Sensus directly to the Customer are pursuant to the Sensus Terms of Sale, available at: <http://na.sensus.com/TC/TermsConditions.pdf> ("Terms of Sale").

2. Performance Warranty. The "Performance Warranty" is as follows:

A. **Warranty.** Sensus warrants to Customer that the AMI System deployed for a particular Utility Customer meets the performance test standards set forth below in section 3 ("Performance Test Standards") from the Effective Date until the Warranty End Date. If the Utility Customer's AMI System does not meet such Performance Test Standards, then as Sensus' sole obligation and Customer's sole remedy, Sensus shall take steps that Sensus deems necessary, in Sensus' sole discretion, to cause the AMI System to satisfy the Performance Test Standards. Such steps may include Sensus' delivery to the Utility Customer (without charge to the Utility Customer) the hardware for additional RF Field Equipment, provided that all RF Field Equipment shall be located and installed as directed by Sensus. Utility Customer shall have title to all equipment provided pursuant to this subsection (A). Notwithstanding anything to the contrary, Customer shall pay for any Recurrent RF Field Equipment Fees and any Ongoing Fees for all equipment provided pursuant to this subsection (A).

B. **Limitations.** The Performance Warranty shall only apply; (i) to the Meter Data; (ii) from the Effective Date until the Warranty End Date; (iii) if Sensus has completed a propagation study for the applicable Utility Customer based on the Performance Test Standards, such propagation study has been approved in writing (including without limitation, by email) by Sensus, and such propagation study has been agreed to in writing (including without limitation, by email) by the Utility Customer ("Certified Propagation Study") (for clarity, the Certified Propagation Study consists of all documents of the propagation study, including without limitation, the server map and the document describing the Required RF Field Equipment locations and antennae details); (iv) if the Utility Customer has entered into a Spectrum Lease Agreement with Sensus; (v) if all the Required RF Field Equipment identified in the Certified Propagation Study is installed; (vi) if the Required RF Field Equipment is installed as described in the Certified Propagation Study, including without limitation, in the locations and at the heights identified in the Certified Propagation Study; and (vii) the Required RF Field Equipment is operating and has been maintained to Sensus' specifications (collectively, the "Requirements"). If any Requirement is not satisfied, then: the Performance Warranty is void; Sensus has no obligation to remedy the AMI System performance; Sensus has no obligation to provide RF Field Equipment hardware at no cost; and Customer is responsible for purchasing such RF Field Equipment, even if it is necessary to meet the specifications set forth in the Performance Test Standards. Furthermore, if new and/or different RF Field Equipment locations are required as a result of not meeting any Requirements, Customer agrees to: pay Sensus for the completion of any additional propagation studies; pay Sensus for the additional RF Field Equipment hardware; perform the necessary site preparation; and pay for any Recurrent RF Field Equipment Fees and any Ongoing Fees for all equipment purchased pursuant to this subsection (B). Any equipment required pursuant to this subsection (B) is added to the definition of "Required RF Field Equipment."

3. Performance Test Standards

A. Generally.

- i. The parties shall mutually agree on specific reading routes (each a "Route"). Each Route will be separately tested with the intent to provide incremental acceptance of distinctly defined geographical areas and populations of meters. Each Route shall contain a statistical sample of Test Units ("Route Units"). Route Units only include the Test Units installed in the applicable Route. For Utility Customers with any combination of water, gas, and electricity Endpoints, the water Endpoints, gas Endpoints, and electricity Endpoints will each be tested separately according to the procedure below. For clarity, a single Route will not have a combination of water, gas, and electricity meters, but it will consist of only water, gas, or electricity Test Units.
- ii. Before beginning the Performance Test Standards, all Route Units must be installed. Customer shall send written notice to Sensus once the Test Equipment and all Route Units are installed ("Route Deployment"). Such notice shall indicate the date on which the Route Deployment was completed ("Route Deployment Date").
- iii. Within thirty (30) days after the Route Deployment Date, the parties shall begin the Performance Test Standards on the Route. Customer, Utility Customer, and Sensus shall work in good faith to complete the Performance Test Standards no later than thirty (30) days after commencement of testing.

B. Route Read Success Test.

- i. The Route Read Success Test will measure the percentage of Route Units that deliver valid billable meter reads during the Billing Window. The Route Read Success Test only measures reads sent from the Route Units; it does not include on demand reads. The commencement date of the Billing Window shall be agreed by Customer and Sensus.

$$\text{Route Read Success} = 100 \times \frac{\text{(# of Route Units that deliver a valid billable meter read during the Billing Window)}}{\text{(total # of Route Units in the applicable Route)}}$$

- ii. If Route Read Success is equal or greater than the Success Percentage during one Billing Window, the Performance Test Standards for that Route has passed. Customer shall promptly issue written notice to Sensus that either (a) Sensus has not successfully completed the Performance Test Standards for the applicable Route; or (b) Sensus has successfully completed the Performance Test Standards for the applicable Route and such notice shall specify the applicable Route and shall state the date on which the Route Read Success Test was successfully completed. If Customer does not issue such notice within five days of completion of the test, then the test is automatically deemed successfully passed. Sensus has no obligation to continue optimizing the system and meeting performance specifications upon successful completion of the Performance Test Standards for each Route. This process shall continue until all Routes have successfully completed the Performance Test Standards. If Sensus does not successfully complete the Performance Test Standards for the applicable Route, then upon receipt of notice, Sensus shall fulfill its obligations in Section 2 above, and the applicable Route shall be retested within a reasonable time.
- iii. Upon completion of the Performance Test Standards for all Routes, Customer shall promptly issue written notice to Sensus that either (a) Sensus has not successfully completed the Performance Test Standards for the AMI System; or (b) Sensus has successfully completed the Performance Test Standards for the AMI System and such notice shall state the date on which the Performance Test Standards was successfully completed. If Customer does not issue such notice within five days of completion of the tests, then the Performance Test Standards for the AMI System is automatically deemed successfully passed. If Sensus does not successfully complete the Performance Test Standards, then upon receipt of notice, Sensus shall fulfill its obligations in Section 2 above, and the AMI System shall be retested within a reasonable time.

4. **THE WARRANTY SET FORTH IN SECTION 2 OF THIS PERFORMANCE WARRANTY IS THE ONLY WARRANTY RELATED TO THE PERFORMANCE OF THE AMI SYSTEM. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THESE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**

5. **SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE PERFORMANCE OF THE AMI SYSTEM.**

6. Limitation of Liability.

SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS WARRANTY AND ALL OTHER AGREEMENTS BETWEEN SENSUS AND CUSTOMER, THEIR NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED (I) IF CUSTOMER IS ALSO THE UTILITY CUSTOMER, THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS; OR (II) IF CUSTOMER IS NOT THE UTILITY CUSTOMER, THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS SOLELY IN RELATION TO THE UTILITY CUSTOMER. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE, AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER, UTILITY CUSTOMER OR EITHER OF THEIR AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES. The limitations on liability set forth herein are fundamental inducements to Sensus. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law. To the maximum extent permitted by law, no Cause of Action may be instituted against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.

Sensus AMI System Performance Warranty

7. Definitions.

Any terms used in this Performance Warranty as defined terms, and which are not defined herein, shall have the meanings given to those terms in the Terms of Sale, as defined above.

- A. **"AMI System"** identifies the Sensus FlexNet Advanced Meter Infrastructure System deployed by the Customer, comprised of the SmartPoint Modules, RF Field Equipment, regional network interface (RNI), software, FCC licenses, and other Sensus equipment provided to Customer and/or to the Utility Customer. The AMI System only includes the foregoing, as provided by Sensus to the Utility Customer, either directly or through a Sensus authorized distributor. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party(ies).
- B. **"Available Meter"** means an installed Sensus FlexNet meter (with a SmartPoint Module installed) or a Sensus SmartPoint Module which has been installed on a third party meter, and which, in either case, is not an Unavailable Meter (or on an Unavailable Meter in the case of SmartPoint Modules on third party meters) and which satisfies all of the following criteria: (i) it functions properly, is powered, and is not a damaged or failed meter; (ii) if applicable, it is in a deployment area of meters such that a sufficient number of two-way meters are in range of each other; (iii) it is serviced by RF Field Equipment that has not been subjected to a power failure greater than eight (8) total hours; (iv) neither it nor the RF Field Equipment that serves that meter has been affected by a Force Majeure event; (v) jamming of the radio spectrum is not preventing or interfering with radio communication to or from the meter; (vi) it is installed in the Service Territory; (vii) it has not been reported to Utility Customer under Sensus' or Utility Customer's preventative maintenance; (viii) its functioning or performance has not been adversely affected by a failure of Customer and/or Utility Customer to perform its obligations or tasks for which it is responsible, including without limitation, testing and confirming that the socket to which the meter will be/is connected is in safe operating condition, is fully functional, is not corroded, does not contain improperly installed jaws or other deficiencies, complies with ANSI standards, and is not "hot", damaged, or otherwise in need of maintenance or repair; (ix) its functioning or performance has not been adversely affected by a failure or insufficiency of the back haul telecommunications network for communications among the components of the Sensus AMI System; and (x) it has been installed in compliance with the procedures and specifications approved by Customer and Sensus.
- C. **"Billing Window"** for a meter means the four day period commencing one day prior to the relevant billing day for such meter and ending two days after such billing day. The Billing Window for testing purposes shall be agreed by Customer and Sensus.
- D. **"Customer"** means the entity that purchases goods and/or services directly from Sensus.
- E. **"Effective Date"** means the date the Utility Customer signs the Spectrum Lease Agreement between Utility Customer and Sensus.
- F. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Utility Customer for the consumption of electricity, water, and/or gas, as applicable.
- G. **"Endpoints"** mean both (a) Sensus FlexNet meters (with a SmartPoint Module installed); and (b) Sensus SmartPoint Modules which have been installed on a third party meter.
- H. **"Force Majeure"** means an event beyond a party's reasonable control, including without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- I. **"In/Out Costs"** means any costs and expenses incurred in transporting goods between to and from End User's premises and any costs and expenses incurred in installing, uninstalling and removing goods.
- J. **"Meter Data"** means the specific metering information, including without limitation, locations and antenna heights, provided to Sensus by Utility Customer in writing prior to the earlier of the; (i) Effective Date; and (ii) the date set forth on the propagation study (collectively, the "Data Date"). The parties recognize and agree that the RF Field Equipment site design and build is based on the specific Meter Data provided to Sensus. For clarity, the Meter Data only contains the information specifically provided to Sensus by the Utility Customer in writing prior to the Data Date. By way of example only (and not as an exhaustive list), the "Meter Data" includes the latitudes and longitudes of each meter, the location of each module either inside or outside (outside is assumed), and, for meters in pits, whether the radio is installed through or under the lid (the assumption is through the lids). New or different metering locations and/or antenna heights provided after the Data Date are not included as part of the Meter Data.
- K. **"Ongoing fees"** means any reoccurring monthly or annual fees, including without limitation, fees for software and spectrum leases.
- L. **"Recurrent RF Field Equipment Fees"** means any and all costs, fees, and expenses required to; (i) warrant the RF Field Equipment; and (ii) install and keep the RF Field Equipment located in the field, including without limitation, site procurement and preparation fees, fees related to building poles or towers, tower lease fees, costs of electricity supply, and any local, state, or federal government taxes or charges.
- M. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- N. **"Required RF Field Equipment"** means the number, location, and height of the RF Field Equipment set forth in the Certified Propagation Study.
- O. **"RF Field Equipment"** means the FlexNet Base Stations, Echo Transceivers, and Remote Transceivers.
- P. **"Service Territory"** identifies the geographic area where Utility Customer provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This area will be described in Utility Customer and Sensus' spectrum lease filing with the FCC.
- Q. **"Spectrum Lease Agreement"** means a written, signed agreement between Sensus and Utility Customer whereby the Utility Customer leases certain spectrum from Sensus. The Spectrum Lease Agreement may be included as part of a larger agreement, such as an AMI Agreement or a Software License and Spectrum Lease Agreement.
- R. **"Success Percentage"** means, of the covered meters in the propagation study, 98.5%.
- S. **"Test Equipment"** means the number of RF Field Equipment and production RNIs set forth in the Certified Propagation Study. The Test Equipment specifically does not include test RNIs or backup RNIs; it only includes production RNIs.
- T. **"Test Units"** means Endpoints that are both; (i) Available Meters throughout the entire test period; and (ii) are covered meters, as depicted on the Certified Propagation Study.
- U. **"Unavailable Meters"** include meters with sockets with power cut at the pole, meters that are booted on the line side, sockets that are not provided power due to a power delivery system failure, meters with tamper, theft or other human induced failures that render the meter or SmartPoint Module incapable of providing a read, a Force Majeure event induced failures of the power delivery system, socket or meter, and/or any system or meter maintenance issue that precludes the meter from transmitting its message to the network. Examples of Unavailable Meters include: (i) Cut At Pole: a meter for which power has been turned off to the socket by Utility Customer; (ii) Booted on Line Side: nominally a meter for which power has been turned off by placing "boots" in the socket from which the power to the meter has effectively been turned off; (iii) Failed or flawed power delivery to the meter socket: Utility Customer power generation, distribution or delivery system failure that has effectively turned off power to the socket and/or meter; (iv) Tampered Meters: sockets, meters or distribution assets that have been modified by unauthorized personnel rendering the meter incapable of providing accurate usage readings from that meter; (v) Broken TouchCoupler unit: the TouchCoupler unit is damaged by intentional or unintentional acts; (vi) Broken Clip: the clip that holds the TouchCoupler unit into the radio package housing is broken and the unit cannot complete the inductive electrical connection; (vii) Improper installation of the TouchCoupler unit: the TouchCoupler unit is not pushed all the way into the housing clip causing the unit to not be able to complete the inductive electrical connection; (viii) Unit not installed through the pit lid: the unit is not installed with the antenna positioned through the pit lid and properly secured with the retaining nut. The radio unit must also be securely attached to the antenna section; (ix) Radio unit not securely attached to the Antenna unit: The water-proof SmartPoint Module housing is not properly installed and secured to the antenna unit; (x) Damaged antenna: the unit's antenna is damaged by intentional or unintentional acts; (xi) Damaged radio package: the unit's water-proof radio package is damaged by intentional or unintentional acts; (xii) Data Base errors: the unit is removed from the system but not updated in the database. The unit is still shown as in the system when in fact has been removed; (xiii) Phantom Units: the unit is removed from the system but is still transmitting and being heard by the system; and (xiv) Other Installation Defect: the unit is otherwise installed improperly so that it does not communicate with the FlexNet Base Station.
- V. **"Utility Customer"** means the utility customer that uses the Sensus goods and services in its AMI System regardless of whether such goods and services are purchased directly from Sensus or from a Sensus authorized distributor. For clarity, the Utility Customer is also the Customer if the Utility Customer purchases directly from Sensus.
- W. **"Warranty End Date"** means the earlier of; (i) the third anniversary of the Effective Date; (ii) successful completion of the applicable Performance Test Standards; or (iii) the termination or expiration of the Spectrum Lease Agreement between Utility Customer and Sensus.

Appendix C

PRIVACY NOTICE



Core & Main LP Privacy Notice

Last Updated: May 15, 2023

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INTRODUCTION

Core & Main LP and its subsidiaries, divisions, and affiliates (collectively, “Core & Main”, “we”, “us”, and “our”) recognize the importance of protecting the privacy of the personal information you provide to us. As a result, we have prepared this Privacy Notice (the “Notice”) to let you know about the manner in which we collect, use, disclose and otherwise manage the personal information you entrust to us by engaging our services at any of our warehouses or store locations (the “Stores”), through any Core & Main websites including subsidiary, division, and affiliate websites (the “Sites”), our mobile application (the “App”), our approved marketing partners (“Marketing Partners”), through our authorized service providers (“Service Providers”) or through any other communications or transactions (collectively the “Service”).

Your use of the Service is conditioned upon your agreement to this Notice and our [Terms of Use](#).

Updated May 2023

Before using our Service, please read this Notice carefully as it contains important information on who we are and how and why we collect, store, use, and share your personal information. This Notice also explains your rights in relation to your personal information and how to contact us or supervisory authorities in the event you have a complaint.

Core & Main reserves the right to change its privacy policies at its sole discretion and at any time by posting a revised Privacy Notice. By using or receiving any services provided by Core & Main, you agree to the Privacy Notice's terms and agree to the practices described below.

This Notice is written in the English language. We do not guarantee the accuracy of any translated versions of this Notice. To the extent any translated versions of this Notice conflict with the English language version, the English language version of this Notice shall control.

CHILDREN AND INDIVIDUALS UNDER THE AGE OF EIGHTEEN

The Service is not meant for individuals under the age of eighteen, and the Service may use mechanisms to prevent the registration and use of the Service by such underage individuals. Core & Main will never knowingly request or collect personal information from any child. If you are under eighteen years old, please do not provide your information on our Service. Upon notification that a child has provided us with personally identifiable information, we will delete the child's personally identifiable information from our records. If you believe we might have any information from a child, please contact us.

COLLECTION OF PERSONAL INFORMATION

Information you provide to us

Core & Main will directly collect personal information about you and your business when you interact with our Service; create an account; sign up to receive offers or emails from us; purchase, order, return, exchange or request certain information about our products and services; contact us; visit or register with our Sites or App; provide us with comments or suggestions; or fill out surveys.

Information we obtain indirectly

We may also indirectly collect information about you or your business from our Service Providers and Marketing Partners that provide us with such information as a part of their relationship with us. We may combine this with data that we already have collected about you. Such collected data could include contact details (such as email address) and previous purchase history or interests.

Information collected automatically

When you use our Sites or our App, we may collect certain information about you or your business automatically through our use of cookies and similar technologies as explained in detail below.

CATEGORIES OF PERSONAL INFORMATION COLLECTED AND PURPOSE FOR COLLECTION

Core & Main collects the following categories of personal information: (1) contact information including your name, business name, job title, phone number, email address, street address, city, state, and zip code; (2) authentication information, including the username, customer account number, and password that you use to register an account on the Service; (3) financial information, including credit card numbers, account information, and financial institution details; (4) comments, reviews, suggestions; (5) personal preferences including product preferences, online preferences, and interests; (6) online behavior information including online activity, preferences, and average time spent viewing features or visiting our Sites or App; and (7) device and usage information, such as your IP address, browser and device characteristics (e.g. type and operating system), language preferences, referring URLs, device name, country, general geolocation, page requests, information about content viewed information or text entered, links or buttons clicked, average time spent on our Sites or App, and how and when you use our Service and other technical information.

If you are a job applicant, employee, owner, director, officer, or contractor of Core & Main (individually referenced in this Notice as “employee” and collectively referenced as “employees”), we also collect educational, professional, and employment-related information, which may include certain sensitive personal information. Specifically, we collect information such as your Social Security Number, driver’s license number or state ID card number, passport number, and other unique personal identifiers associated with you or other beneficiaries such as your spouse or child; employment and education history, professional licenses, marital or domestic partner status, date of birth, age, gender, classifications protected under state or federal Equal Employment Opportunity laws (such as race or national origin), medical condition or information, and health insurance information and policy number; precise geolocation history, including badge access and telematics data; and financial Information, including bank account, billing address, and information about your income and account balances.

Unless you are an employee, or as otherwise stated in a separate agreement, Core & Main does not collect sensitive personal information such as your social security, driver’s license, state identification card, or passport number; your account login, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account; your racial or ethnic origin, religious or philosophical beliefs, or union membership; the contents of your mail, email and text messages, unless we are the intended recipient of the communication; your genetic data; your biometric information for the purpose of uniquely identifying you; and personal information collected and analyzed concerning your sex life or sexual orientation. We ask that you not send nor disclose this sensitive personal information to us.

Core & Main only collects and processes the minimum amount of personal information from you that is necessary to the purposes of our information processing activities and retains such information only if required to fulfill such purposes. To conduct our business, we engage in the following information processing activities:

- **Payment Processing.** Core & Main collects and uses your financial information to process transactions you enter into with us (e.g., purchase of goods and services, refunds, discounts and offers), and may require users to register with Core & Main and provide information to make purchases.
- **Service Maintenance and Improvements.** We collect information about your online behavior and device and usage information to monitor and improve our Sites and App.
- **Personalizing Your Experience on Our Sites and App.** Registration is an optional service provided by some of our Sites or App. When you register, you may be asked for authentication information and contact information (collectively, “Registration Information”). This Registration Information may be used to help make your online shopping quicker and easier by pre-populating certain parts of your shopping information. This information may also be used to communicate, interact, and identify you and customize the content, products, and services that are offered to you. Registration is also used to verify your authority to enter into and use our Service and comply with legal requirements.
- **Marketing.** Core & Main uses personal information, including information provided to us from our Service Providers, to continually assess and improve the products and services we offer. If you opt-in to receive such communications from us (i.e., when you register online or participate in a survey and sign up for emails about our products, services, sales, and special offers), we may inform your company about the products, services, sales, and special offers that might benefit your business. We may also send you email, faxes, mail, or call your business with information about our product and service offerings if you have provided us with your business’s name and address, email address, fax, or phone numbers, and if you have requested or consented to receive such communications.
- **Quality Management Services, Customer Communications, and Support.** We use your company's feedback, suggestions, survey information, and comments solely to monitor and improve the ways we serve you. If you request our assistance, we may also use your personal information to contact you to help you resolve any Service issues.
- **Legal Compliance.** We also use your personal information to comply with legal requirements.

Core & Main may also collect certain non-identifying information, or aggregate information, such as anonymous demographic information including zip codes, dates of birth, customer preferences, information about customer computer hardware and software, as well as information about the links and pages that users access within Sites or the App. Certain non-identifying information may be considered personally identifiable information if combined with other information which may enable you to be identified (such as a zip code with a street address); however, the same information when taken alone or combined with other non-identifying information will be considered non-identifying information.

If you are an employee, we also collect and process personal information, including the categories of sensitive personal information described above, for employment-related purposes such as determining your eligibility for a position with the company; managing compensation, benefits, and employment-related expenses; managing professional development, performance, and conduct; protecting the company against illegal activity and other misconduct; undertaking activities to verify and maintain the quality, safety, and performance of our products and services; and complying with our legal obligations.

Where applicable, if Core & Main intends to further process your personal information for a purpose other than that for which the personal information was initially collected, Core & Main shall, prior to such processing, provide you with any relevant information on such additional purpose, and, to the extent required by applicable law, obtain your consent for this.

DISCLOSURE OF PERSONAL INFORMATION

Core & Main does not trade, rent, or sell your personal information to third parties, share your personal information with third parties for cross-context behavioral advertising, or process it for targeted advertising or consumer profiling. We may share or disclose your personal information for the following limited purposes:

- **Service Providers.** We may share information with Service Providers who perform services and functions on our behalf to support our interactions with you. Our Service Providers may help us process payments, facilitate or improve the Service, provide customer support, perform website-related services (e.g., without limitation, maintenance services, database management, web analytics, and improvement of the Service's features), or assist Core & Main in analyzing how the Service is used. These Service Providers have access to your personal information only to perform these tasks on Core & Main's behalf and do not have the right to use personal information we share with them beyond what is necessary to assist us. Additionally, these Service Providers must adhere to confidentiality, security, and legal obligations in a way that is consistent with this Notice and any applicable law.
- **Legal Disclosure.** Core & Main cooperates with government and law enforcement officials and private parties to enforce and comply with the law. Accordingly, we may disclose any information about you to government or law enforcement officials or private parties as Core & Main, in its sole discretion, believes necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas), to protect the property and rights of Core & Main, a user of the Service, or a third party, to protect the safety of the public or any person, to take emergency action, or to prevent or stop activity Core & Main considers to be or to have the potential to be, illegal, unethical, or legally actionable. In addition, Core & Main may disclose information about you to counter or prevent any malicious access or use of the Service or to prevent harm or loss to any user of the Service.
- **Transfer in the Event of Sale or Change of Control.** Core & Main may provide your personal information to a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of Core & Main's assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which personal information maintained by the Service is among the assets transferred. In such a case, unless prohibited by applicable law, your information would remain subject to the privacy policy applicable at the time of such transfer, unless you discontinue use of our Service.
- **Voluntary Disclosure of Personal Information.** Your personal information may be shared when you voluntarily post, or authorize a third party to post on your behalf, to our wikis,

forums, blogs, message boards, chat rooms and other social networking environments or Sites or App.

- **Aggregate Information.** We may also share non-identifying information, such as aggregate statistics or usage information, with third parties for advertising, research, analytics or similar purposes. Specifically, this non-identifying information may be used to demonstrate how Core & Main is used, spot industry trends, or provide marketing materials for Core & Main. Any aggregated information shared in this way will not contain any personal information, and Core & Main is not limited in our use of aggregate information that does not permit direct association with any specific individual, such as the number of users of our services, the geographic distribution of our users, the amount of information located or removed, etc. For example, Core & Main may use aggregate information concerning which links and pages users access within the Sites or App for many reasons, including to determine which products and services are the most popular. This data may be used to deliver customized content and advertising to customers whose behavior indicates that they are interested in a particular subject area.
- **Your Consent to Have Your Personal Information Shared.** Core & Main may share personal information with third parties when we have your consent to do so. If you agree to have your personal information shared with a third party, your personal information will be disclosed to the third party and will be subject to the privacy policy and business practices of that third party. To the extent that we obtain your consent to process your personal information, you may withdraw this consent at any time by emailing us at: compliance@coreandmain.com.

DO NOT TRACK SIGNALS, COOKIES, AND OTHER TECHNOLOGIES

We may use “cookies” to help us process your order and to customize information that we may present to you. We may also use web beacons, pixel tags, mobile analytics software, log files, or other technologies to collect certain information about your online activity and interactions with our emails, online and mobile advertisements, and to allow us to keep track of analytics and certain statistical information that enables Core & Main to improve our services and provide you with more relevant content and advertising offered by Core & Main or through or linked from our services.

- **Cookies.** Our Sites use cookies to improve the overall function and efficiency of our Sites. We utilize Google Analytics, and for more information on how Google Analytics collects and processes data, please visit www.google.com/policies/privacy/partners/. We also use Hotjar to monitor user interactions with the Service, and for more information on how Hotjar collects and processes data, please visit <https://www.hotjar.com/legal/policies/privacy/>.

A cookie is a tiny element of data that our Sites and our third party technology providers can send to your browser, which may then be stored on your hard drive so we can recognize you when you return. All pages on our Sites where you are prompted to log in or that are customizable require that you accept cookies. If you have registered with our Sites, these cookies (1) may let us know who you are, (2) are necessary to access your account

information (stored on our computers) in order to deliver products and personalized services, and (3) will provide us and our Service Providers with information that we will use to personalize our Sites in accordance with your preferences.

Cookies are also required to optimize your shopping experience in that they allow you to add multiple items to your shopping basket before checking out and help us to recommend relevant products to you.

You can control what cookies your Web browser accepts through your browser settings. You may set your Web browser to accept all cookies, limit the cookies your browser accepts, or notify you when you receive a cookie. However, please note that some aspects of our Sites may not function properly, which could impact your experience, should you decide not to accept cookies from our Sites. Similarly, you may set your mobile device to refuse to provide certain information, but certain features of the Service may also not work without such information. It is not our intention to use cookies to retrieve information that is unrelated to our Service or your interaction with our Service.

- **Web Beacons.** Our Sites may also use a technology called “web beacons.” These may also be referred to as “tags,” “Clear GIFs,” or “tracking pixels.” Web beacons are tiny, unobtrusive graphics embedded on a web page that signal a user has accessed content. This technology allows us and our third-party technology providers to understand which pages you visit on our Sites. These web beacons do not collect any business or personally identifiable information and are used to help us optimize and tailor our Sites for you and other future website visitors.

At this time, we do not respond to browser “do not track” or “DNT” signals.

LINKED SITES

Our Service may contain links to third-party owned or operated websites including, without limitation, social media websites (“Linked Site”). When you click on a link to a Linked Site, you will leave our Service and go to that Linked Site, and another entity may collect personal information or anonymous data from you. We have no control over, do not review, and cannot be responsible for, these Linked Sites or their content. Please be aware that the terms of this Notice do not apply to these Linked Sites or their content, or to any collection of your personal information by third parties through the Linked Sites.

Core & Main expressly disclaims any liability that may arise from your use or provision of any of your information whatsoever to Linked Sites. You understand and agree that by clicking on a link to a Linked Site that you have left our Service.

SUBMISSIONS

Some features of the Service may now or in the future allow you to provide content, such as written comments or reviews, product images, or interactive responses to content such as quizzes or surveys, to be published or displayed on public areas of the Service (“Submissions”). Be careful about giving out information in public areas of the Service. The information you share in public

areas may be viewed by any user of the Service. We cannot control the actions of other users of the Service with whom you may choose to share your Submissions.

OPTING OUT OF CERTAIN EMAILS

When you register, create an account, sign up to receive offers or emails from us, or otherwise communicate with us through our Service, you may “opt out” of receiving future communications from us for direct marketing purposes by indicating that you decline such communications. You may choose to stop receiving our newsletter or marketing emails by following the unsubscribe instructions included in these emails or contacting us at compliance@coreandmain.com.

CHANGES TO OUR PRIVACY NOTICE

We reserve the right to change or modify this Notice or any of our tools or services at any time, and any changes are effective upon being posted unless we advise otherwise. If we make any material changes to this Notice, we will notify you by email or post a notice on this website before the change becomes effective. We encourage you to frequently review this website for the latest information on our privacy practices. Use of information we collect now is subject to the Privacy Notice in effect at the time such information is used. You are bound by any changes to our Privacy Notice when you use the Service after such changes have been first posted. If you do not accept the terms of our Privacy Notice, we ask that you do not register with us and that you do not use our Service. Please exit the Service immediately if you do not agree to the terms of this Privacy Notice.

SECURITY MEASURES ON OUR SITES

If you choose to provide us with your personal information, you understand that we are transferring it to Core & Main’s locations and systems in the United States or to the locations and systems of Core & Main’s service providers around the world. Core & Main uses reasonable security measures control and has safeguards and security controls in place to protect your personal information. Specifically, Core & Main implements appropriate technical and organizational measures to protect the personal information (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorized disclosure of, or access to the data. Core & Main also uses encryption protocols for sensitive information, such as credit card or payment information, and obtains written assurances from any third-party data processors given access to your data so as to require them to adopt standards that ensure an equivalent level of protection for data as that adopted by Core & Main. These measures may change from time to time, depending on industry standards and perceived security risks.

Please be advised, however, that while we take reasonable security measures to protect your personal information, such measures cannot be guaranteed to be secure. Core & Main cannot promise or guarantee that hackers, cybercriminals, or other unauthorized third parties will not be able to defeat our security, and improperly collect, access, steal, or modify your personal information. For this reason, Core & Main disclaims liability for loss, misuse, and alteration of your information under its control to the maximum extent permitted under applicable law. By using the Service, you agree to assume any security risk related to personal information.

The security of your Core & Main account relies on your protection of your user profile information. You are responsible for maintaining the security of your user profile information, including your password and for all activities that occur under your account. You may not share your password with anyone. We will never ask you to send your password or other sensitive information to us in an email, though we may ask you to enter this type of information on a Core & Main Site or App. Any email or other communication purporting to be from us or one of our Services requesting your password or asking you to provide sensitive account information via email, should be treated as unauthorized and suspicious and should be reported to us immediately by using the “Contact Us” feature of our website or writing to us at the addresses provided below. If you believe someone else has obtained access to your password, please change it immediately by logging in to your account and report it immediately by using the “Contact Us” feature of our website or writing to us at the addresses provided below.

CONSENT TO PROCESSING AND INTERNATIONAL TRANSFERS

Core & Main is a U.S.-based business and may process, transfer, and store information about users of the Service on servers located in a number of countries, including the United States. As a result, your personal information may be subject to data protection and other laws that may differ from your country of residence. Your personal information may be disclosed in response to inquiries or requests from government authorities or to respond to judicial process in the countries in which we operate. By using the Service, or by providing us with any information, you consent to the collection, processing, maintenance, and transfer of such information in and to the United States and other applicable territories in which the privacy laws may not be as comprehensive as, or equivalent to, those in the country where you reside or are a citizen.

SPECIAL NOTICE TO CALIFORNIA RESIDENTS

If you would like to submit a Consumer Request, you can call Core & Main, toll-free, at 1-800-492-6909 or email compliance@coreandmain.com to submit a Consumer Request. If you choose to submit a Consumer Request, you must provide us with enough information to identify you (e.g., your first and last name, email address, and telephone number) and enough specificity on the requested data. We will only use the information we receive to respond to your request. We will not be able to disclose information if we cannot verify that the person making the Consumer Request is the person about whom we collected information, or someone authorized to act on such person’s behalf. We will verify your request by comparing the information you provide with the information we have on you and, if your request is submitted by an authorized agent, we will require you to provide signed, written permission for such agent to act on your behalf.

“Personal information” means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. “Personal information” does not include publicly available information.

- **Request to Correct.** You may correct or update your personal information at any time by logging into your account or by contacting us.

- **Request to Access.** You may submit a Consumer Request to obtain a copy of or access to the personal information that we have collected on you.
- **Request to Know.** You may submit a Consumer Request to receive information about our data collection practices.
 - *Right to Know what Personal Information is being Collected.* You may request information on the categories of personal information we have collected about you; the categories of sources from which the personal information is collected; our business or commercial purpose for collecting, selling, or sharing personal information; the categories of third parties to whom we have disclosed personal information, if any; and the specific pieces of personal information it has collected about you.
 - *Right to Know what Personal Information is Sold or Shared and to Whom.* You may also request the categories of personal information that we have collected about you; the categories of personal information that we have sold or shared about you and the categories of third parties to whom the personal information was sold or shared, by category or categories of personal information for each category of third parties to whom the personal information was sold or shared, and the categories of personal information that we have disclosed about you for a business purpose and the categories of persons to whom it was disclosed for a business purpose.

Please note that the categories of personal information, sources, and disclosure will not exceed what is contained in this Notice. Additionally, we are not required to retain any information about you if it is only used for a one-time transaction and would not be maintained in the ordinary course of business. We are also not required to reidentify personal information if it is not stored in that manner already, nor is it required to provide the personal information to you more than twice in a twelve-month period.

- **Request to Limit the Use of Your Sensitive Personal Information.** We do not collect, use, or disclose sensitive personal information, unless you are an employee, in which case we collect, use, and disclose certain sensitive personal information only for employment-related purposes reasonably expected by employees. However, if you believe that we may have collected sensitive personal information about you, you may request that we limit the use or disclosure of your sensitive personal information.
- **Request to Delete.** You may request that we delete personal information it has collected from you. Subject to certain exceptions set out below we will, on receipt of a verifiable Consumer Request, delete your personal information from our records, direct any service providers to do the same, and notify all third parties to whom we have shared your personal information to delete it unless this proves impossible or involves disproportionate effort.

Please note that we may not delete your personal information if it is necessary to:

- Complete the transaction for which the personal information was collected, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, provide a good or service requested by the consumer, or reasonably anticipated by the consumer within the context of a business' ongoing business relationship with the consumer, or otherwise perform a contract between the business and the consumer.
 - Help to ensure security and integrity to the extent the use of the consumer's personal information is reasonably necessary and proportionate for those purposes.
 - Debug to identify and repair errors that impair existing intended functionality.
 - Exercise free speech, ensure the right of another consumer to exercise that consumer's right of free speech, or exercise another right provided for by law.
 - Comply with the California Electronic Communications Privacy Act pursuant to Chapter 3.6 (commencing with Section 1546) of Title 12 of Part 2 of the Penal Code.
 - Engage in public or peer-reviewed scientific, historical, or statistical research that conforms or adheres to all other applicable ethics and privacy laws, when the business' deletion of the information is likely to render impossible or seriously impair the ability to complete such research, if the consumer has provided informed consent.
 - To enable solely internal uses that are reasonably aligned with the expectations of the consumer based on the consumer's relationship with the business and compatible with the context in which the consumer provided the information.
 - Comply with a legal obligation.
- **Right to Access Information About Automatic Decision-Making.** We do not currently engage in automated individual decision-making. However, in the event we ever do so, we will inform you of such change and you may request information about and opt out of such automated decision-making.
 - **Right to Data Portability.** You may also request that we transfer your personal information to another entity, to the extent such transfer is technically feasible.

We may not, and will not, treat you differently because of your Consumer Request activity. As a result of your Consumer Request activity, we may not and will not deny goods or services to you; charge different rates for goods or services; provide a different level quality of goods or services; or suggest any of the preceding will occur. However, we can and may charge you a different rate, or provide a different level of quality, if the difference is reasonably related to the value provided by your personal information.

SPECIAL NOTICE TO NEVADA RESIDENTS

Core & Main does not sell, rent, or lease your personally identifiable information to third parties. However, if you are a resident of Nevada and would like to submit a request not to sell your personally identifiable information, you may do so by emailing us at compliance@coreandmain.com or calling us at 1-800-492-6909.

SPECIAL NOTICE TO VIRGINIA RESIDENTS

Personal information or “personal data” means “any information that is linked or reasonably linkable to an identified or identifiable natural person.” “Personal data” does not include de-identified data or publicly available information.

- **Request to Access.** You may submit a request to confirm or to obtain a copy of or access to the personal data that we have collected on you including what the data is, how it’s been used, and who it’s been disclosed to. Your personal data may no longer be available because it has been destroyed, erased, or made anonymous in accordance with our data retention policies in which case we will provide you with the reasons why the personal data no longer exists where possible.
- **Request to Correct.** You may correct or update your personal data at any time by logging into your account or by contacting us.
- **Request to Delete.** You may request that we delete the personal data provided by or obtained about you. We will delete your personal data from our records and direct any service providers to do the same unless retention is required by law.
- **Request to Opt-Out.** You may submit a request to opt out of the sale of your personal data as well as its processing for targeted advertising or consumer profiling. We do not sell, rent, or lease your personal data to third parties and do not process your personal data for targeted advertising or consumer profiling.
- **Appeal.** If we notify you that no action is to be taken in response to your request to access, correct, delete, or opt-out, you may appeal this decision by contacting us within 30 days with the reason why you believe further action should be taken. If you are not satisfied with the result of the appeal, you may contact the Virginia Attorney General or submit a complaint online at <https://www.oag.state.va.us/consumer-protection/index.php/file-a-complaint>.
- **Withdraw Consent for Your Sensitive Personal Information.** We do not collect, use, or disclose sensitive personal information, unless you are an employee, in which case we collect, use, and disclose certain sensitive personal information only for employment-related purposes reasonably expected by employees. However, if you believe that we may have collected sensitive personal information about you, you may withdraw your consent to any use or disclosure of your personal sensitive information.

If you’d like to make any of the above requests, you can call us, toll-free, at 1-800-492-6909 or email compliance@coreandmain.com to submit a Consumer Request. If you choose to submit a request, you must provide us with enough information to identify you (e.g., your first and last name, email address, and telephone number) and enough specificity on the requested data. We will only use the information we receive to respond to your request. We will not be able to disclose information or comply with your request if we cannot verify that the person making the request is the person about whom we collected information, or someone authorized to act on such person’s behalf. We will verify your request by comparing the information you provide with the information we have on you and, if your request is submitted by an authorized agent, we will require you to provide signed, written permission for such agent to act on your behalf.

SPECIAL NOTICE TO COLORADO RESIDENTS

Personal information or “personal data” means “information that is linked or reasonably linkable to an identified or identifiable individual.” “Personal data” does not include de-identified or publicly available information.

- **Request to Access.** You may submit a request to confirm or to obtain a copy of or access to the personal data that we have collected on you including what the data is, how it’s been used, and who it’s been disclosed to. Your personal data may no longer be available because it has been destroyed, erased, or made anonymous in accordance with our data retention policies in which case we will provide you with the reasons why the personal data no longer exists where possible.
- **Request to Correct.** You may correct or update your personal data at any time by logging into your account or by contacting us.
- **Request to Delete.** You may request that we delete the personal data it has collected on you. We will delete your personal data from our records and direct any service providers to do the same unless retention is required by law.
- **Request to Opt-Out.** You may submit a request to opt out of the sale of your personal data as well as its processing for targeted advertising or consumer profiling. We do not sell, rent, or lease your personal data to third parties and do not process your personal data for targeted advertising or consumer profiling.
- **Right to Data Portability.** You may also request that we transfer your personal information to you or another entity, to the extent such transfer is technically feasible.
- **Appeal.** If we notify you that no action is to be taken in response to your request to access, correct, delete, or opt-out, you may appeal this decision by contacting us within 30 days with the reason why you believe further action should be taken. If you are not satisfied with the result of the appeal, you may contact the Colorado Attorney General.
- **Withdraw Consent for Your Sensitive Personal Information.** We do not collect, use, or disclose sensitive personal information, unless you are an employee, in which case we collect, use, and disclose certain sensitive personal information only for employment-related purposes reasonably expected by employees. However, if you believe that we may have collected sensitive personal information about you, you may withdraw your consent to any use or disclosure of your personal sensitive information.

If you’d like to make any of the above requests, you can call us, toll-free, at 1-800-492-6909 or email compliance@coreandmain.com to submit a Consumer Request. If you choose to submit a request, you must provide us with enough information to identify you (e.g., your first and last name, email address, and telephone number) and enough specificity on the requested data. We will only

use the information we receive to respond to your request. We will not be able to disclose information or comply with your request if we cannot verify that the person making the request is the person about whom we collected information, or someone authorized to act on such person's behalf. We will verify your request by comparing the information you provide with the information we have on you and, if your request is submitted by an authorized agent, we will require you to provide signed, written permission for such agent to act on your behalf.

SPECIAL NOTICE TO CONNECTICUT RESIDENTS

Personal information or "personal data" means "information that is linked or reasonably linkable to an identified or identifiable individual." "Personal data" does not include de-identified or publicly available information.

- **Request to Access.** You may submit a request to confirm or to obtain a copy of or access to the personal data that we have collected on you including what the data is, how it's been used, and who it's been disclosed to. Your personal data may no longer be available because it has been destroyed, erased, or made anonymous in accordance with our data retention policies in which case we will provide you with the reasons why the personal data no longer exists where possible.
- **Request to Correct.** You may correct or update your personal data at any time by logging into your account or by contacting us.
- **Request to Delete.** You may request that we delete the personal data it has collected on you. We will delete your personal data from our records and direct any service providers to do the same unless retention is required by law.
- **Request to Opt-Out.** You may submit a request to opt out of the sale of your personal data as well as its processing for targeted advertising or consumer profiling. We do not sell, rent, or lease your personal data to third parties and do not process your personal data for targeted advertising or consumer profiling.
- **Appeal.** If we notify you that no action is to be taken in response to your request to access, correct, delete, or opt-out, you may appeal this decision by contacting us within 30 days with the reason why you believe further action should be taken. If you are not satisfied with the result of the appeal, you may contact the Connecticut Attorney General or submit a complaint online at <https://portal.ct.gov/AG/Common/Complaint-Form-Landing-page>.
- **Withdraw Consent for Your Sensitive Personal Information.** We do not collect, use, or disclose sensitive personal information, unless you are an employee, in which case we collect, use, and disclose certain sensitive personal information only for employment-related purposes reasonably expected by employees. However, if you believe that we may have collected sensitive personal information about you, you may withdraw your consent to any use or disclosure of your personal sensitive information.

If you'd like to make any of the above requests, you can call us, toll-free, at 1-800-492-6909 or

email compliance@coreandmain.com to submit a Consumer Request. If you choose to submit a request, you must provide us with enough information to identify you (e.g., your first and last name, email address, and telephone number) and enough specificity on the requested data. We will only use the information we receive to respond to your request. We will not be able to disclose information or comply with your request if it cannot verify that the person making the request is the person about whom we collected information, or someone authorized to act on such person's behalf. We will verify your request by comparing the information you provide with the information we have on you and, if your request is submitted by an authorized agent, we will require you to provide signed, written permission for such agent to act on your behalf.

SPECIAL NOTICE TO UTAH RESIDENTS

Personal information or "personal data" means "information that is linked or reasonably linkable to an identified individual or an identifiable individual." "Personal data" does not include deidentified data, aggregated data, or publicly available information.

- **Request to Access.** You may submit a request to confirm or to obtain a copy of or access to the personal data that we have collected on you including what the data is, how it's been used, and who it's been disclosed to. Your personal data may no longer be available because it has been destroyed, erased, or made anonymous in accordance with our data retention policies in which case we will provide you with the reasons why the personal data no longer exists where possible.
- **Request to Correct.** You may correct or update your personal data at any time by logging into your account or by contacting us.
- **Request to Delete.** You may request that we delete the personal data that you have provided to us. We will delete your personal data from our records and direct any service providers to do the same unless retention is required by law.
- **Request to Opt-Out.** You may submit a request to opt out of the sale of your personal data as well as its processing for targeted advertising. We do not sell, rent, or lease your personal data to third parties and do not process your personal data for targeted advertising.
- **Withdraw Consent for Your Sensitive Personal Information.** We do not collect, use, or disclose sensitive personal information, unless you are an employee, in which case we collect, use, and disclose certain sensitive personal information only for employment-related purposes reasonably expected by employees. However, if you believe that we may have collected sensitive personal information about you, you may withdraw your consent to any use or disclosure of your personal sensitive information.

If you'd like to make any of the above requests, you can call us, toll-free, at 1-800-492-6909 or email compliance@coreandmain.com to submit a Consumer Request. If you choose to submit a request, you must provide us with enough information to identify you (e.g., your first and last name, email address, and telephone number) and enough specificity on the requested data. We will only use the information we receive to respond to your request. We will not be able to disclose

information or comply with your request if we cannot verify that the person making the request is the person about whom we collected information, or someone authorized to act on such person's behalf. We will verify your request by comparing the information you provide with the information we have on you and, if your request is submitted by an authorized agent, we will require you to provide signed, written permission for such agent to act on your behalf.

HOW TO CONTACT US

We want to assure you that Core & Main is dedicated to protecting the confidentiality and security of your personal information. Please feel free to contact us at any time if you have any questions or comments about this Privacy Notice.

You can contact us or otherwise communicate your privacy concerns by:

- Calling us at (314) 432-4700
- E-mailing us at compliance@coreandmain.com
- Accessing your registration information on our Sites or App
- Writing us at Core & Main LP, 1830 Craig Park Court, St. Louis, MO 63146

Software as a Service and Spectrum Lease Agreement

between

**City of Fargo, North Dakota
("Customer")**

**and
Sensus USA Inc.
("Sensus")**

IN WITNESS WHEREOF, the parties have caused this Software as a Service and Spectrum Lease ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer and Part (2) is a Software as a Service and Spectrum Lease between Sensus and Customer. Together, these two parts create the Agreement.

Sensus USA Inc.

Customer: City of Fargo, North Dakota

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

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

Contents of this Agreement:

- Part 1: Notification for Spectrum Manager Lease
- Part 2: Agreement
 - Exhibit A Software
 - Exhibit B Technical Support

Part 1: Notification for Spectrum Manager Lease

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through ten (10) and certify via authorized signature. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, and if Customer does not already have one, ownership disclosure information on FCC Form 602.

1.

Customer/Lessee Name:		
Attention To:		Name of Real Party in Interest:
Street Address:		City:
State:	Zip:	Phone:
Fax:	Email:	

Is Customer contact information same as above? Yes No (If No, complete box 2 below)

2.

Additional Customer/Lessee Contact Information

Company Name:		
Attention To:		
Street Address:		City:
State:	Zip:	Phone:
Fax:	Email:	

3.

Customer/Lessee is a(n) (Select one): <input type="checkbox"/> Individual <input type="checkbox"/> Unincorporated Association <input type="checkbox"/> Trust <input type="checkbox"/> Government Entity <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Consortium <input type="checkbox"/> Other _____

4.

FCC Form 602: FCC File Number of Customer's Form 602 Ownership Information: _____. If Customer has not filed a Form 602, Sensus will file one for Customer. Please complete questions 5, 6, and 7 below if Customer does <u>not</u> have a Form 602 on file. Customer must complete items 8, 9 and 10 irrespective of whether Customer has an ownership report on file.
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5.

Customer Tax ID:

6.

Individual Contact For FCC Matters

Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system.	
Name	
Title:	
Email:	Phone:

7.

Ownership Disclosure Information

If Customer/Lessee is a government entity, list the names of the Mayor and all Council Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a mayor/council member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.

	US Citizen?	Ownership Disclosure?
Mayor:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

8.

Alien Ownership Questions (if the answer is Yes, provide an attachment explaining the circumstances)

1) Is the Customer/Lessee a foreign government or the representative of any foreign government?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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9.

Basic Qualification Information

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	<input type="checkbox"/> Yes <input type="checkbox"/> No

10.

Customer/Lessee Certification Statements

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	<input type="checkbox"/> Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	<input type="checkbox"/> Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	<input type="checkbox"/> Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	<input type="checkbox"/> Yes
5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that has associated with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	<input type="checkbox"/> Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	<input type="checkbox"/> Yes
7) The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	<input type="checkbox"/> Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	<input type="checkbox"/> Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus in writing in the event any information supplied on this form changes.

City of Fargo, North Dakota			
By:		Title:	
Name:		Date:	
FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.			
WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).			

Part 2: Agreement

1. **General**
 - A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' hosted Software solution, leased spectrum, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.
2. **Software.**
 - A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
 - B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.
3. **Spectrum**
 - A. **Definitions in this Section 3.** In this Section 3 only, "Sensus" shall mean Sensus USA Inc. and its wholly owned subsidiary, Sensus Spectrum LLC.
 - B. **Spectrum Lease.** Sensus hereby grants to Customer, and Customer accepts, a spectrum manager lease ("**Spectrum Lease**") over the frequencies of certain FCC license(s) ("**FCC License**") solely within Customer's Service Territory. (The frequencies of the FCC License within Customer's geographic Service Territory are called the "**Leased Spectrum**"). Customer shall pay the Ongoing Fees for use of the Leased Spectrum.
 - C. **FCC Forms.** At the Federal Communications Commission ("**FCC**"), Sensus will; (1) obtain an FCC Registration Number ("**FRN**") for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.
 - D. **Lease Application.** In order to complete the FCC lease application, Customer will promptly:
 - i. Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to; (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.
 - ii. Give Sensus the coordinates of the boundaries of Customer's Service Territory or, alternatively, approve Sensus' estimation of the same.
 - iii. If Customer has not already done so; Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number ("**TIN**").
 - iv. Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
 - E. **Permitted Use of Spectrum Lease and Equipment.** Customer may transmit or receive over the Leased Spectrum only in the Service Territory and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct Field Devices or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the FlexNet Equipment and Leased Spectrum, and from transmitting voice communications over the Leased Spectrum. For each piece of RF Field Equipment used by Customer, Customer shall affix a Sensus-supplied label to the exterior of the RF Field Equipment cabinet or other appropriate visible place to indicate that RF operation is conducted under authority of FCC License(s) issued to Sensus.
 - F. **Term of Spectrum Lease.** Unless terminated earlier (because, for example, Customer stops using the FlexNet equipment or because this Agreement terminates or expires for any reason), this Spectrum Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Spectrum Lease.
 - G. **Termination of Spectrum Lease.** The Spectrum Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; (c) upon Customer's breach of this Agreement; or (d) upon termination or expiration of this Agreement for any reason.
 - H. **FCC Compliance.** The following FCC requirements apply
 - i. Pursuant to 47 CFR 1.9040(a);
 - a. Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;
 - b. If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
 - c. This Agreement is not an assignment, sale or other transfer of the FCC License;
 - d. This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
 - e. In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.
 - ii. Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that,
 - a. Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus is responsible for engineering the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus' supervision and control and solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and
 - b. Sensus will file any necessary FCC forms or applications and Customer agrees to reasonably assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.
 - iii. Customer must continue operations on the spectrum during the Term of this Agreement. If Customer stops operations for any period of time, Customer must notify Sensus by sending an email to legal@xyleminc.com. Customer may not pause or discontinue operations for more than 180 days.
 - I. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.
4. **Equipment.**
 - A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "**Equipment**") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized

distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <https://www.sensus.com/tc>, or 1-800-METER-IT

- B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**

5. **Services.**

- A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement
- B. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
- C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.

6. **General Terms and Conditions.**

- A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
- B. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "**Causes of Action**") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
- D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
- E. **Intellectual Property Rights.**
- i. **Software and Materials.** No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "**Sensus IP**"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
 - ii. **Customer Data.** Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "**Customer Data**" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.
 - iii. **Consent to Use of Customer Data.** Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "**Service**" means Sensus' obligations under this Agreement.
 - iv. **Access to Customer Data.** Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.
- F. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "**Xylem**") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.

- G. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "**Confidential Information**" shall not include: (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- H. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
- i. **Export Control Laws.** Customer shall: (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
- ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's country or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- L. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("**Disputes**") shall first be resolved by mediation between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- M. **Acknowledgement of Events.** The parties acknowledge and agree that the global COVID-19 pandemic ("COVID-19") is ongoing, dynamic, unpredictable, and as such may impact the ability of Sensus to meet its obligations under this Agreement. The parties agree that, for so long as there is an impact of COVID-19 on Sensus' performance, all performance efforts by Sensus will be on a reasonable efforts basis only and Sensus shall not be responsible for failure to meet its obligations, to the extent that it is precluded from doing so as a result of COVID-19. The parties shall work, in good faith, to make any reasonable adjustments that may be required as a result of COVID-19.
- N. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- O. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- P. **Four Corners.** This written Agreement, including all of its exhibits, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
- Q. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
7. **Definitions. As used in this Agreement, the following terms shall have the following meanings:**
- A. "**Affiliate**" of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
- B. "**Confidential Information**" means any and all non-public information of either party, including all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.
- C. "**End User**" means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
- D. "**Field Devices**" means the SmartPoint Modules.
- E. "**FlexNet Base Station**" identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- F. "**FlexNet System**" is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- G. "**Force Majeure**" means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm,

- tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- H. **"Hosted Software"** means those items listed as an Application in Exhibit A.
- I. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- J. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- K. **"LCM"** identifies the load control modules.
- L. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- M. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- N. **"Permitted Use"** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
- O. **"R100 Unit"** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- P. **"Release"** means both Updates and Upgrades.
- Q. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- R. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
- S. **"RNF"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- T. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- U. **"Service Territory"** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- V. **"Server Hardware"** means the RNI hardware.
- W. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- X. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- Y. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- Z. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- AA. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A
Software

Software as a Service

1. Description of Services.

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics
 - Enhanced Package

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. Use of Software as a Service. Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

C. Termination of an Application. Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. Software as a Service means only the following services:

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
 - (a) Network addresses and virtual private networks (VPN)
 - (b) Standard time source (NTP or GPS)
 - (c) Security access points
 - (d) Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
 - (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backpool, logs, message broker storage, etc.)
 - (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
 - (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
 - (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
 - (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
 - (a) Implement the data retention plan and policy, and will provide the policy upon request.
 - (b) Monitor space and capacity requirements.
 - (c) Respond to database alarms and notifications.
 - (d) Install database software upgrades and patches.
 - (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
 - (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
 - (b) Respond to incidents and problems that may occur to the Application(s).
 - (c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
 - (d) Correlate incidents and problems where applicable.

- (e) Sensus personnel will use the self-service portal to document and track incidents.
 - (f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
 - (g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
 - (h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:
- (a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
 - (b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
 - (c) Conduct period penetration testing of the network and data center facilities.
 - (d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
 - (e) Perform anti-virus and Malware patch management on all systems.
 - (f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
 - (g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
 - (h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
 - (i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
 - (j) Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
- (a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
 - (b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
 - (c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
 - (d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
 - (e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
 - (f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
 - (g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
 - (h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
 - (i) The Application shall have a RTO of forty-eight (48) hours.
 - (j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - (k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.
- E. **Customer Responsibilities:**
- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
 - ii. Participate in all required configuration and change management procedures.
 - iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
 - iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
 - v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
 - vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
 - vii. Responsible for local area network configuration, management, and support.
 - viii. Identify and research problems with meter reads and meter read performance.
 - ix. Create and manage user accounts.
 - x. Customize application configurations.
 - xi. Support application users.
 - xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
 - xiii. Respond to alarms and notifications.
 - xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.
- F. **Software as a Service** does not include any of the following services:
- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
 - ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.
- If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.**

2. Further Agreements

A. System Uptime Rate.

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{Total Minutes in the Month}}$$

TMO

- ii. **Calculations**
 - a. **Targeted Minutes of Operation or TMO** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
 - b. **Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
 - c. **Non-Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
- iii. **Exceptions.** Exceptions mean the following events:
 - Force Majeure
 - Emergency Work, as defined below; and
 - Lack of Internet Availability, as described below.
 - a. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "Managed Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
 - b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

- B. **Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
 - i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
 - ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
 - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
 - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
 - v. Dry pipe pre-action fire detection and suppression systems are provided.
 - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. **Responsibilities of Customer.**
 - i. Customer shall promptly pay all Software as a Service fees.
 - ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
 - iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop

- environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
- iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
 - v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

D. Software Solution Components.

- i. **Description of Software Solutions.** Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
- ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.
 - a. Core Package
 - (i) Communication
 1. Manages all inbound and outbound traffic to and from endpoints
 2. Outbound routing optimization
 3. Route analyzer
 4. AES256 bit encryption of radio messages
 5. Reports and metric details of network performance and troubleshooting aids
 6. Management of RF equipment (base stations and endpoint radios)
 - (ii) Data Collection
 1. Missing read management
 2. Management of duplicate reads
 3. 60 day temporary storage
 - (iii) Application integration
 1. To Sensus Analytics applications
 2. Enable 3rd party application integration
 3. Batch CMEP file export
 4. Real-time access through MultiSpeak
 - (iv) Endpoint Management
 1. Gas, water, electric, lighting concurrent support
 2. Remote configuration
 3. Remote firmware updates
 4. Reports, metrics and Troubleshooting
 - (v) User Management
 1. Secure access
 2. Password management
 3. Definable user roles
 4. User permissions to manage access to capabilities
 - b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:
 - (i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., Multispeak, CMEP, etc.).
 1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
 2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.
 - (ii) Customer Responsibilities:
 1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
 2. Establish the network and security required for the two systems to reasonably communicate.
 3. Verify integration to third party system functionality is working as intended.
 - (iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

3. Sensus Analytics

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

- A. Essential Package.** The Essential Package of the Sensus Analytics Application shall consist of the following modules:
- i. Device Access
 - a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
 - b. Allows a view of the meter interval or register reads.
 - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
 - d. Allows the current and historical data to be viewed.
 - e. Allows the current usage to be compared to historical distribution averages.
 - f. Allows the user to see the meter location on a map view.
 - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
 - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).
 - ii. Meter Insight (provides the following)
 - a. # of active meters.
 - b. # of orphaned meters with drill down to the list of meters.
 - c. # of inactive meters with usage drill down to the list of meters.
 - d. # of stale meters with drill down to the list of meters.
 - e. # of almost stale meters with drill down to the list of meters.
 - f. # of meters where no read is available with drill down to the list of meters.
 - g. # of meters with maximum threshold exceptions with drill down to the list of meters.
 - h. # of meters with minimum threshold exceptions with drill down to the list of meters.
 - i. # of unknown radios with drill down to the list of meters.
 - iii. Report Access
 - a. Allows the user to see meter alarms and choose a report from a list of standard reports.
 - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
 - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
 - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
 - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
 - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
 - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
 - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
 - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
 - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.
 - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
 - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered Created as of parameter.
 - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI. Users must enter which billing request file prior to running the report.
 - n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
 - iv. Billing Access
 - a. Initiate the creation of billing export files formatted to the import needs of the billing system.
 - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
 - c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.
 - d. Will store created billing files for a period of three years unless otherwise denoted.
 - e. The system will allow creation of test files before export to the billing system.
 - v. Billing Adaptor
 - a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.
 - vi. Data Store
 - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
 - b. Stored data is available online for reports and analysis.
 - c. Data will be retained for 3 years. Additional duration can be purchased.
- B. Enhanced Package.** The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:
- i. Alarm Insight
 - a. Allows the user to summarize and filter alarms by a date range.
 - b. Allows the user to review all alarm types on a single screen.
 - c. The user can filter out the alarms not wanted on the screen.
 - d. Alarm totals can be visualized.
 - e. Adds a view of trending alarms over time.
 - f. Click to drill down on an alarm to gain more information on specific events.
 - g. Click to analyze a specific event on a particular device.
 - ii. Alert Manager
 - a. Allows creation of alert groups who will be notified when an alarm occurs.
 - b. Users can manage alert groups by adding and removing group members.
 - c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).

- d. Allows creation of an alert from the available system events from smart points and assign to a group.
- e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.

C. Integration of Sensus Analytics. Sensus shall provide integration support services to Customer only to the extent specifically provided below:

- i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end user name, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
- ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).
- iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
- iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
- v. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**
- vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
- vii. **Customer Acknowledgements.**
 - a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
 - b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
 - c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
 - d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
 - e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

4. Third Party Software.

A. RedHat Linux. If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

Exhibit B
Technical Support

1. **Introduction**

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. **Support Categories**

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. **Support Hours**

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. **Support Procedures**

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Salesforce ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into Salesforce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

A. **Severity Levels Description:**

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Salesforce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. **Response and Resolution Targets.**

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	<ul style="list-style-type: none"> Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into Salesforce Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	<ul style="list-style-type: none"> Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into Salesforce Knowledge Base.
3	1 Business Day	30 business days	<ul style="list-style-type: none"> Answer to question is provided. Satisfactory workaround is provided. Fix or workaround incorporated into Salesforce Knowledge Base. Fix incorporated into future release.

6. Problem Escalation Process.

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
 - 6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
 - 6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Salesforce ticket number and the reason why the issue is being escalated.
 - 6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Salesforce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. General Support Provisions and Exclusions.

- 7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.