

FARGO CITY COMMISSION AGENDA
Monday, June 26, 2023 - 5:00 p.m.

Executive Session at 4:30 p.m.

Roll Call.

PLEASE NOTE: The Board of City Commissioners will convene at 4:30 p.m. and retire into Executive Session for the purpose of attorney consultation pertaining to 501 Main Avenue. To discuss the risks, strengths or weaknesses of an action of the public entity in an open meeting will have a negative fiscal effect on the bargaining and/or litigation position of the City of Fargo. Thus, an Executive Session for said matters is authorized pursuant to North Dakota Century Code §44-04-19.1 subsection 2.

Regular Meeting at 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, June 12, 2023).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 1st reading of an Ordinance Amending Section 19-0203 and Enacting Sections 19-0206.1 and 19-0208 of Article 19-02, Amending Section 19-0302 and Enacting Sections 19-0305, 19-0306 and 19-0307 of Article 19-03 of Chapter 19 of the Fargo Municipal Code Relating to the Department of Forestry - Trees, Parks and Boulevards.
- 2. 2nd reading and final adoption of an Ordinance Amending Section 11-0209 of Article 11-02 of Chapter 11 of the Fargo Municipal Code Relating to Noise Control and Radio Interference.
- 3. Direct the City Attorney to prepare amendments to Fargo Municipal Code Article 25-15 - Alcoholic Beverages - Relating to food sale requirements for license renewal.
- 4. Site Authorization for Games of Chance:
 - a. Metro Sports Foundation at Alibi Lounge.
 - b. West Fargo Hockey Association at Fort Noks.
- 5. Applications for Games of Chance:
 - a. Steve Weidner FM Junior Tour for a calendar raffle from 7/1/23-6/30/24.
 - b. Fargo Moorhead West Fargo Chamber for a raffle on 7/19/23.
 - c. Veterans Honor Flight of ND/MN for a raffle every Monday from 7/3/23-6/24/24.
 - d. Veterans Honor Flight of ND/MN for a raffle on 7/16/23.

- e. St. Anthony of Padua Parish Fall Bazaar for a raffle on 9/24/23.
 - f. Scottish Rite Holding Company for a raffle on 8/9/23.
 - g. Chiefs of Police Association of North Dakota for a raffle from 6/27/23-6/28/23.
- 6. Renewal of the Alcoholic Beverage and Live Entertainment Licenses until 6/30/24, contingent upon all essential requirements for renewal being met by 6/30/23.
 - 7. Agreement – Project Manager with Nicolette Plante.
 - 8. Pipeline Easement and Agreement with Cass Rural Water Users District (Project No. VF-23-B1).
 - 9. Task Order No. 1 with Houston Engineering in the amount of \$199,501.00 for Project No. QR-23-A0.
 - 10. Bid advertisement for Project No. FM-15-F.
 - 11. Bid award to Ryan Contracting in the amount of \$872,126.00 for Project No. UN-23-B2.
 - 12. Change Order No. 6 in the amount of \$5,793.55 for Improvement District No. BR-21-C1.
 - 13. Memorandum of Offer to Landowner for a Permanent Easement (Water Main) with Huynh KHA Property LLC (Improvement District No. BR-23-A).
 - 14. Bid award to Border States Paving, Inc. in the amount of \$1,499,056.13 for Improvement District No. PR-23-G1.
 - 15. Bid award to SJ Louis Construction, Inc. in the amount of \$358,724.00 for Improvement District No. UR-23-A1.
 - 16. Pipeline Easement with Municipal Airport Authority (Project No. VF-23-B1).
 - 17. Bid award to Osgood Cleaning Services LLC in the amount of \$198,000.00 for a three-year contract for cleaning services at the Fargo Police Department Headquarters and associated Master Services Agreement (RFP23103).
 - 18. Bid award and Contract to JLG Architects for development of a Master Facility Plan for the Fargo Police Department (RFP23078).
 - 19. Piggyback purchase through the Sourcewell Cooperative Contract with Johnson Controls in the amount of \$137,960.00 for an upgrade to the Building Automation System at the FARGODOME (PBC070121-JHN).
 - 20. Resolution establishing a Forestry licensing requirement.
 - 21. Fargo Cass Public Health 2023 budget adjustments as presented.
 - 22. Notice of Grant Award from the ND Department of Health and Human Services for Regional Environmental Health Services.
 - 23. Notice of Grant Award from the ND Department of Health and Human Services for State Aid to Local Public Health.

Page 23. Notice of Grant Award from the ND Department of Health and Human Services for Increasing Immunization Rates – LPH (CFDA #93.268).

25. Notice of Grant Award from the ND Department of Health and Human Services for PHEP - EPR Statewide Response Team (CFDA #93.069).
26. Notice of Grant Award from the ND Department of Health and Human Services for family planning telehealth infrastructure enhancement and expansion grant (CFDA #93.217).
27. Request from the Downtown Community Partnership (DCP) to utilize the property at 501 Main Avenue for parking during the 2023 Downtown Fargo Street Fair.
28. Resolution Approving Plat of Golden Valley Seventh Addition.
29. Sole Source Procurement with Filmtec Corporation in the amount of \$128,420.40 for the ultra-filtration membranes at the Effluent Reuse Facility (SSP23116).
30. Bid award to Peterson Mechanical, Inc. in the amount of \$78,000.00 for the tankless hot water heater project at the Water Treatment Plant (Project No. WA2206) (RFP23105).
31. Bills.

REGULAR AGENDA:

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

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

33. **PUBLIC HEARING** – CONTINUED to 8/21/23 - Application for a Class “GH” Alcoholic Beverage License for Five Star African Cuisine d/b/a Five Star African Cuisine to be located at 855 45th Street South, Suite 1A.
34. **PUBLIC HEARING** - Application for a Class “A-Club” Alcoholic Beverage License for the Fargo Air Museum d/b/a Fargo Air Museum to be located at 1609 19th Avenue North.
35. **PUBLIC HEARING** - Application for a Class “W” Alcoholic Beverage License for The Fargo Brewing Company, LLC d/b/a Fargo Brewing Company to be located at 610 University Drive North.
36. **PUBLIC HEARING** – CONTINUED to 7/10/23 - Hearing on a dangerous building located at 421 15th Avenue North.
37. **PUBLIC HEARING** - Hearing to consider a Renewal Plan and Developer Agreement with HN 8th Street, LLC for Tax Increment Financing District No. 2023-03 (502 8th Street South).
38. Presentation from the developers of 501 Main Avenue on proposed changes to their development plans.
39. Informational overview of the 2024 Primary Election changes.

Page 40. Request from Kilbourne for cost share assistance for burying the overhead power line in Graver Alley.

41. Recommendation to declare the estimated population of the City of Fargo to be 131,444.
42. Recommendation to receive and file the following Ordinances:
 - a. Relating to Commercial Pedal Car Vehicles.
 - b. Relating to Regulations Governing Operators.
43. Applications for Property Tax Exemptions for Improvements Made to Buildings:
 - a. DCBA Holdings, LLC, 1348 6th Street South (5 year).
 - b. Adam Zavalney and Emma Gruber, 1401 12th Street North (5 year).
44. Recommendation to appoint Commissioner Arlette Preston as the Liaison Commissioner to the Community Development Committee.
45. Recommendations for appointments to the following Boards and Commissions:
 - a. Liquor Control Board.
 - b. Library Board.
 - c. Arts and Culture Commission.
46. Construction Update.
47. Liaison Commissioner Assignment Updates.

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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

①

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

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

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

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

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

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

Section 1. Amend.

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

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

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

Section 2. Amendment.

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

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

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

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

Section 2. Enact.

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

19-0206.1- Exemptions:

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

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

Section 3. Enact.

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

19-0208- Damage.

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

Section 4. Amendment

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

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19-0302. - Qualifications.

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

9 Section 5. Enact.

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

12 19-0305. - Definitions.

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

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Section 6. Enact.

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

19-0306. – Removals.

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

Section 7. Enact.

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

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

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

Section 8. Penalty.

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

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the suspension thereof.

Section 9. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

ALL INFORMATION ON THIS FORM IS A PUBLIC RECORD

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

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

Applicant: _____

Phone#: _____

Business Name: _____

Business Address: _____

Mailing Address: _____

E-Mail Address: _____

Expires December 31st

☐ Tree Contractor (\$50/yr)

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

Applicant Signature

Date

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

Entered: ☐

Approved: ☐

Total Due: \$ _____ Check No: _____

Date Paid: _____

Bond No: if applicable _____

License Expiration Date: _____

Bond Co: _____

Bond Expiration Date: _____

COMMISSIONER _____ introduced the following resolution and moved its adoption:

RESOLUTION

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

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

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

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

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

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

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

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

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

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

Dated this ____ day of _____, 2023.

Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION
11-0209 OF ARTICLE 11-02 OF CHAPTER 11 OF
THE FARGO MUNICIPAL CODE
RELATING TO NOISE CONTROL
AND RADIO INTERFERENCE

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance with Chapter 40-50.1 of the North Dakota Century Code; and

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 3. Amendment.

Section 11-0209 of Article 11-02 of Chapter 11 of the Fargo Municipal Code is hereby amended to read as follows:

11-0209. – No person shall use or maintain any sound amplifying equipment outdoors without first having obtained a permit.

- A. Application— A complete application for a permit must be submitted to the chief of police or his authorized designee in a form established by the chief of police, along with a non-refundable fee that has been established by resolution of the board of city commissioners. The application must be made at least 30 days in advance of the requested permit date unless a waiver is granted by the chief of police. The application

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shall contain the following information or, in lieu thereof, a detailed statement of the reason why such information cannot be furnished:

1. The name, address and telephone number of the applicant;
2. The address and a site plan showing the location of the property where the sound amplifying equipment will be used, a listing of the type of sound amplifying equipment and the direction to which the amplified sound will be directed.
3. The date and time period the sound amplifying equipment will be used.
4. A statement that the applicant understands the requirements of this chapter and agrees to comply with all applicable requirements.

B. Regulations for Use.— The following regulations apply to all permits issued pursuant to Section 11-0209.

1. The only sound permitted shall be music or human speech or both.
2. No permits shall be issued for any property located within a residential zoning district. For the purpose of this section the Downtown Mixed-Use Zoning District is not considered residential.
3. Permits are valid for the day or days listed on the permit only.
4. Permits issued for any property where the source of the sound is located within 500 feet of a residential zoning district shall be valid for no longer than one day.
5. With respect to any permit for a property where the source of the sound is within 500 feet of a residential zoning district, no more than ~~one~~ five permits may be issued every 30 days (effective from the date of enactment hereof until September 30, 2023, at which time the number of permits shall revert back to one permit every 30 days).

C. Waiver—The requirement of filing an application at least 30 days before the event may be waived by the chief of police upon a showing that the 30-day period may substantially burden protected rights, including rights of speech and assembly as to matters of public concern.

D. Issuance of Permit— The chief of police has the discretion to grant or deny a permit that pertains to a property for which a permit has been revoked within the prior 24-month period. In deciding whether to deny a permit on such grounds, the chief of police shall consider:

1. Whether the ownership of the property has changed since a prior permit was denied.

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2. What steps, if any, the property owner has taken to correct the violation which led to the permit revocation.

With respect to all other applications for permits, the chief of police shall issue a permit to any applicant who has submitted a properly completed application along with the applicable fee unless such permit is prohibited because the application pertains to property in a residential zoning district.

E. Revocation— A permit may be revoked by the chief of police upon:

1. Violation of one or more regulations of the permit;
2. Material misrepresentation of fact in the permit application; or
3. Material change in any of the circumstances relied upon by the chief of police in granting the permit.
4. A permit may be revoked at any time, even after the permitted event, if the chief of police learns of any violation listed above.

F. Exemptions - The following shall be exempt from the requirement of obtaining a permit under this section:

1. Community events and festivals permitted by Section 18-0314 of the Fargo Municipal;
2. Other community-wide events or festivals;
3. An event that is open to the general public for which no admission is charged and when the purpose for the event is generally not for commercial gain; and,
4. All land and property owned by the Park District is exempt from the requirements of this section.

The chief of police is authorized to determine whether a proposed event is exempt pursuant to this subsection, and shall consider the factors provided under Section 18-0314.C. of the Fargo Municipal Code in making such determination. The Fargo Moorhead Marathon, currently operated by Fargo Marathon, Inc., is hereby deemed to be a community-wide event that is exempt.

G. Appeal—The applicant or any person actually or potentially aggrieved by the issuance or denial of a permit or the granting or denial of an exemption may appeal said decision to the board of city commissioners.

* * * *

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Section 2. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 3. Effective Date.

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

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

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

3

June 26, 2023

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

RE: Ordinance amendment – Food sales applied to liquor license

Dear Mayor Mahoney and Commissioners,

I seek your permission to work with the City Attorney to draft amendments to City of Fargo Article 25-15: Alcoholic Beverages, relating to food sales in a restaurant for the purposes of liquor license renewal.

The Liquor Control Board unanimously approved a recommendation to the City Commission to amend section 25-1506 J of the Fargo Municipal Code as it pertains to food sales for the purposes of liquor licenses renewal. Language will be added to clarify that food must be prepared on the licensed premise by the licensee using the ingredients purchased by the licensee.

Suggested Motion: I move to direct the City Attorney to prepare amendments to Fargo Municipal Code, Article 25-15: Alcoholic Beverages, relating food sales requirements for license renewal.

Sincerely,



Steven Sprague,
City Auditor



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

AG

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

ALIBI LOUNGE

Street

1340 21ST AVE S

City

FARGO

ZIP Code

58103

County

CASS

Beginning Date(s) Authorized

7/1/23

Ending Date(s) Authorized

6/30/24

Number of Twenty-One
tables, if zero, enter "0"

4

Specific location where games of chance will be conducted and played at the site (required)

MACHINES AND BLACKJACK TABLES ARE LOCATED IN BAR AREA AND PLAYED IN BAR AREA, EXCEPT RESTROOM

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)



Bingo



Club Special



Sports Pools



ELECTRONIC Quick Shot Bingo



Tip Board



Twenty-One



Raffles



Seal Board



Poker



ELECTRONIC 50/50 Raffle



Punchboard



Calcuttas



Pull Tab Jar



Prize Board



Paddlewheel with Tickets



Pull Tab Dispensing Device



Prize Board Dispensing Device



Paddlewheel Table



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

6/26/23

PRINT Name and official position of person signing on behalf of city/county above

Steven Sprague/City Auditor

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

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

46

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

Full, Legal Name of Gaming Organization

West Fargo 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

Fort Noks

Street

52 Broadway N

City

Fargo

ZIP Code

58102

County

Cass

Beginning Date(s) Authorized

7-1-23

Ending Date(s) Authorized

6-30-24Number of Twenty-One
tables, if zero, enter "0"**1**

Specific location where games of chance will be conducted and played at the site (required)

Entire bar area, excluding bathrooms. Blackjack is in the Northeast cornerIf 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 checked="" type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input checked="" type="checkbox"/> Paddlewheel Table |
| <input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device | | |

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

6/26/23PRINT 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

50

6/14/23



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

Applying for (check one)							
<input checked="" type="checkbox"/> Local Permit	<input type="checkbox"/> Restricted Event Permit*						
Games to be conducted							
<input type="checkbox"/> Bingo	<input type="checkbox"/> Raffle	<input type="checkbox"/> Raffle Board	<input checked="" type="checkbox"/> Calendar Raffle	<input type="checkbox"/> Sports Pool	<input type="checkbox"/> Poker*	<input type="checkbox"/> Twenty-One*	<input type="checkbox"/> 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		Dates of Activity (Does not include dates for the sales of tickets)	
Steve Weidner FM Junior Tour		July 1, 2023 - June 30, 2024	
Organization or Group Contact Person	E-mail	Telephone Number	
Shelley Weidner	celerykwa@gmail.com	701 235-8761	
Business Address	City	State	ZIP Code
509 26th Ave S.	Fargo	ND	58103
Mailing Address (if different)	City	State	ZIP Code
1119 26th Ave S.	Fargo	ND	58103

SITE INFO

Site Name		County	
Fargo Country Club		Cass	
Site Physical Address	City	State	ZIP Code
509 26th Ave S.	Fargo	ND	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.)			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffleboards	merchandise Gift Certificates	\$20,000
	(no one prize greater than \$4,000)	
	CASH PRIZE - \$4,000 (No one prize greater than \$2,000)	\$4,000
23 events (determined by weather)		Total (limit \$40,000 per year) \$24,000

Intended Uses of Gaming Proceeds

Promote Junior Golf

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	Telephone Number	E-mail Address
Shelley Weidner	701 235-8761	celerykwa@gmail.com

Shelley Weidner

Chairman

6/12/2023



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (2-2023)

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 <i>Fargo Moorhead West Fargo Chamber</i>		Dates of Activity (Does not include dates for the sales of tickets) <i>July 19, 2023</i>	
Organization or Group Contact Person <i>Nicolette Bresnahan</i>		E-mail <i>nbresnahan@fwmfchamber.com</i>	Telephone Number <i>701-490-2447</i>
Business Address <i>3312 42nd St S Suite #101</i>		City <i>Fargo</i>	State <i>ND</i>
Mailing Address (if different)		City <i>Fargo</i>	ZIP Code <i>58104</i>

SITE INFO

Site Name <i>Edgewood Golf Course</i>		County <i>Cass</i>	
Site Physical Address <i>19 Golf Course Rd.</i>		City <i>Fargo</i>	State <i>ND</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.) <i>golf ball drop raffle - 7/19</i>		ZIP Code <i>58102</i>	

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

Game Type	Description of Prize	Exact Retail Value of Prize
<i>Raffle/Chance</i>	<i>1st closest to the hole = \$5,000</i>	<i>\$5,000</i>
<i>Raffle/Chance</i>	<i>2nd closest to the hole = Trip to Mexico + \$1000 flight</i>	<i>\$3,500</i>
Total (limit \$40,000 per year)		\$ 8,500

Intended Uses of Gaming Proceeds *Military Appreciation, Community Engagement*

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

Name <i>Nicolette Bresnahan</i>	Title <i>VP of Events</i>	Telephone Number <i>701-490-2447</i>	E-mail Address <i>nbresnahan@fwmfchamber.com</i>
Signature of Organization or Group's Top Official <i>N Bresnahan</i>		Title <i>VP of Events & Programs</i>	Date <i>6/2/23</i>



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

(50)

6/5

Applying for (check one)

<input checked="" type="checkbox"/> Local Permit	<input type="checkbox"/> Restricted Event Permit*
Games to be conducted	
<input type="checkbox"/> Bingo	<input checked="" type="checkbox"/> Raffle
<input type="checkbox"/> Raffle Board	<input type="checkbox"/> Calendar Raffle
<input type="checkbox"/> Sports Pool	<input type="checkbox"/> Poker*
<input type="checkbox"/> Twenty-One*	<input type="checkbox"/> 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 Veterans Honor Flight of ND/MN		Dates of Activity (Does not include dates for the sales of tickets) Every Monday July 2023 - June 2024 7/3/23-6/29/24	
Organization or Group Contact Person Jane Matejcek	E-mail ladyjanemm@yahoo.com	Telephone Number 701-238-7749	
Business Address PO Box 294	City Hunter	State ND	ZIP Code 58047
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Speck's Bar		County Cass	
Site Physical Address 2611 Main Ave	City Fargo	State ND	ZIP Code 58102
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Every Monday July 2023 - June 2024 The Gift Card and Griddle will be drawn the last Monday in July 2023			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Meat	\$3,380.00
Raffle	\$300 Gift Card & Griddle	\$900.00
Total (limit \$40,000 per year)		\$

Intended Uses of Gaming Proceeds

Veterans Honor Flight of ND/MN

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 Karen Haugen	Telephone Number 701-367-1518	E-mail Address Karenhaugen58@gmail.com
Signature of Organization Group's Permit Organizer Karen Haugen	Title Volunteer	Date 5/30/23



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

506

6/5

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 Veterans Honor Flight of ND/MN		Dates of Activity (Does not include dates for the sales of tickets) July 16, 2023	
Organization or Group Contact Person Jane Matejcek	E-mail ladyjanemm@yahoo.com	Telephone Number 701-238-7749	
Business Address PO Box 294	City Hunter	State ND	ZIP Code 58047
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Redhawks Stadium		County Cass	
Site Physical Address 1515 15th ave N	City Fargo	State ND	ZIP Code 58102
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) July 16, 2023 50/50 raffle			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 raffle	Cash	\$1,000.00
Total (limit \$40,000 per year)		\$

Intended Uses of Gaming Proceeds

Veterans Honor Flight of ND/MN

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: **\$4,280.00** (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 Karen Haugen	Telephone Number 701-367-1518	E-mail Address Karenhaugen58@gmail.com
Signature of Organization Group's Permit Organizer Karen Haugen	Title Volunteer	Date 5/30/23



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

(5e)

6/21/23

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

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

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

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

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

ORGANIZATION INFO

Name of Organization or Group St Anthony of Padua Parish Fall Bazaar		Dates of Activity (Does not include dates for the sales of tickets) September 24th, 2023	
Organization or Group Contact Person Bonnie Kroetsch	E-mail bonnie.kroetsch@icloud.com	Telephone Number 701-235-9515	
Business Address 710 10th St S	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different) 1419 7th Ave S	City Fargo	State ND	ZIP Code 58103

SITE INFO

Site Name St Anthony of Padua Catholic Church		County Cass	
Site Physical Address 710 10th St 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.) Raffle once on 09/24/2023 Bingo once on 09/24/2023			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	\$500 Cash Prize	\$500
Raffle	Yeti Cooler	\$350
Raffle	55 Inch Roku TV	\$300
Total (limit \$40,000 per year)		\$ 2200.00

Intended Uses of Gaming Proceeds Roof Repairs	
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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from any city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: \$2200 (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.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer Bonnie Kroetsch	Telephone Number 701-235-9515	E-mail Address bonnie.kroetsch@icloud.com
Signature of Organization Group's Permit Organizer <i>Bonnie Kroetsch</i>	Title Raffle Chairman	Date 6-21-23



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

5f

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

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

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

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

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

Name of Organization or Group of People permit is issued to Scottish Rite Holding Company		Dates of Activity 8/9/23		If raffle, provide drawing date 8/9/23	
Organization or Group Contact Person D Hennebry		Title or Position Office Manager		Telephone Number 701-235-7875	
Business Address 1405 3rd St N		City Fargo		State ND	ZIP Code 58102
Mailing Address (if different)		City		State	ZIP Code
Site Name (where gaming will be conducted) El Zagal Shrine					
Site Address 1429 3rd St N		City Fargo		ZIP Code 58102	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	4 drawings of tickets sold every 30 minutes, Half the money	\$200

Total (limit \$40,000 per year) **\$200**

Intended Uses of Gaming Proceeds

Building Operations

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

Organization or Group Contact Person

Name D Hennebry	Title Office Manager	Telephone Number 701-235-7875	E-mail Address fargomasoniccenter@gmail.com
Signature of Organization or Group's Top Official		Title Office Manager	Date 6/16/23



(59)

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

Applying for (check one)							
<input checked="" type="checkbox"/> Local Permit		<input type="checkbox"/> Restricted Event Permit*					
Games to be conducted		<input type="checkbox"/> Raffle by a Political or Legislative District Party					
<input type="checkbox"/> Bingo	<input checked="" type="checkbox"/> Raffle	<input type="checkbox"/> Raffle Board	<input type="checkbox"/> Calendar Raffle	<input type="checkbox"/> Sports Pool	<input type="checkbox"/> Poker*	<input type="checkbox"/> Twenty-One*	<input type="checkbox"/> 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 Chiefs of Police Association of North Dakota		Dates of Activity (Does not include dates for the sales of tickets) 06/27/2023-06/28/2023	
Organization or Group Contact Person Jason Ziegler	E-mail jziegler@mandanpd.com	Telephone Number 701-667-3250	
Business Address 205 1st Avenue NW	City Mandan	State ND	ZIP Code 58554
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Holiday Inn		County Cass	
Site Physical Address 3803 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.)
Chiefs annual conference event. Raffle is a simple ticket number provided at registration and then pulled from a bin. Event will occur on 6/27 and 6/28 during the conference and provide attendees the opportunity to win a Glock pistol, Pepperball gun, or Scheels gift card (\$500 value). There is only one of each prize available.

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle ticket	Glock pistol	500.00
Raffle ticket	Pepperball gun	700.00
Raffle ticket	Scheels gift card	500.00
Total (limit \$40,000 per year)		\$ 1,700.00

Intended Uses of Gaming Proceeds

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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)	
<input type="checkbox"/> No <input checked="" type="checkbox"/> 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.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer David B. Zibolski	Telephone Number 701-212-5412	E-mail Address dzibolski@fargond.gov
Signature of Organization Group's Permit Organizer 	Title Chief of Police	Date 06/22/2023



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: STEVEN SPRAGUE, CITY AUDITOR

SUBJECT: 2023-2024 ALCOHOL BEVERAGE LICENSE RENEWAL

DATE: JUNE 22, 2023

Attached is a list of 207 alcoholic beverage establishments seeking renewal of their Liquor and Live Entertainment licenses through June 30, 2024. These licenses are eligible for renewal subsequent to all requirements being fulfilled.

All food and alcohol sales ratio reports are on file in the Auditor's Office and may be reviewed upon your request.

The licenses are eligible for renewal after fulfilling the renewal requirements. The renewal requirements include:

- Completion and submission of license renewal form.
- Submission of a CPA statement or ND sales tax summary indicating the food percentage has been met for applicable licensees.

If you have any questions regarding this matter, please feel free to contact me.

Recommended Motion:

Approve the renewal of the attached Liquor licenses until June 30, 2024, upon the condition that all of the essential requirements for renewal are present by June 30, 2023.



**COMMUNICATIONS
& GOV. AFFAIRS**

⑦

June 22, 2023

Honorable Board of City Commissioners
Fargo City Hall - 225 Fourth Street North
Fargo, ND 58102

Dear Commissioners,

Please find the attached copy of an agreement for a contractual employment with Nicolette Plante as a Project Manager in the Communications & Governmental Affairs Department (CommsGA).

With recent changes in staffing and the addition of public safety communication responsibilities, I have engaged in comprehensive one-on-one meetings with all members within the CommsGA Department, meetings with other departments and on-going discussions with City Administration to ensure organizational expectations were in sync with our team's capabilities/bandwidth. Work-life balance has been mentioned as an on-going challenge in with all members on our team.

The common theme identified in our internal discussions was the amount of time each team member was spending to attend various meetings to learn information about a new project request (and then the corresponding time surrounding project management activities such as soliciting bids/quotes, gathering feedback on project drafts, additional meetings to assimilate requested change, etc.). I concur with this demonstrated need and the amount of staff time being devoted to these tasks.

In addition to discussions with Human Resources, I have engaged contacts in peer organizations on their structures and staffing. From those conversations, it was observed that a Project Manager role among small communications teams is quite prevalent. As a reminder, the CommsGA Team operates without office support/office administration staff members and those activities are spread among team members; a Project Manager could assist with a portion of these duties as well.

The Project Manager would be responsible to plan, organize and implement operational CommsGA projects on time and within budget. The Project Manager would administer a project management software tool to determine the most applicable team member(s) and asset(s) to assist with project deliverables and bringing innovative ideas to the team for project incorporation.

The Finance Committee voted unanimously to approve this request; the Positive Evaluation Committee also voted in support.

There are no additional budgetary funds needed to facilitate this request. Sufficient funds exist within the departmental personnel budget to fund this contractual position for the durational term of this contract; other open/approved positions were left vacant to allow appropriate funds to make this contractual position possible for the remainder of 2023.

Through a competitive job posting and interview process, Ms. Plante was selected as the most qualified candidate by the interview team. There were 26 applicants and six finalists involved in this process.

Your consideration of this matter is greatly appreciated.

Suggested motion:

Approve the attached contract with Nicolette Plante to perform the duties and services of Project Manager in Fargo's Communications & Governmental Affairs for the term of July 10, 2023 through December 31, 2023.

Sincerely,

Gregg Schildberger
Chief Communications Officer

AGREEMENT

PROJECT MANAGER

THIS AGREEMENT made and entered into the 26th day of June 2023, by and between NICOLETTE PLANTE and THE CITY OF FARGO, a municipal corporation, whose address is 225 Fourth Street North, Fargo, North Dakota 58102 (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the City desires to fill the position of Project Manager within the Communications & Governmental Affairs Department as a contracted employee; and,

WHEREAS, the City desires to appoint NICOLETTE PLANTE to perform the duties and services of Project Manager and for purposes of the City's budgeting process, to recognize a contractual employment relationship for a period beginning July 10, 2023, and ending December 31, 2023, but which is still an "at-will" employment relationship, terminable by either party with or without cause;; and,

WHEREAS, NICOLETTE PLANTE has agreed to accept such appointment to perform the duties and services of Project Manager on a contract employee basis according to the terms of this agreement; and,

WHEREAS, the parties wish to commit their agreement to writing.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. City agrees to appoint NICOLETTE PLANTE for the purpose of performing the duties and services of Project Manager as described in Exhibit A attached hereto.

2. Term. The term of this agreement shall be for the period beginning July 10, 2023, and ending December 31, 2023, but may be terminated by either party at any time, upon written notice to the other party. This relationship is an “at-will” relationship and may be terminated by either party at any time with or without cause.

3. Compensation. City agrees to compensate NICOLETTE PLANTE in the amount of \$40.32 per hour for any and all duties and services performed as the Project Manager during the calendar year of 2023. If the City Commission awards a 2024 Competitive Wage Adjustment (COWA), NICOLETTE PLANTE is eligible to receive a COWA adjustment. To the extent this agreement is still in effect, beginning in years 2024 and thereafter, NICOLETTE PLANTE’s compensation shall be adjusted annually, at the time of her step increase date, as well as adjusted in an amount equal to the Competitive Wage Adjustment the City of Fargo approves for its employees.

4. In addition to the terms of compensation listed above, the City shall pay the employer’s share of the following:

- (a) Social Security (FICA)
- (b) Workers Compensation
- (c) Unemployment Insurance
- (d) Federal Withholding (income tax)
- (e) State Income Tax
- (f) Medicare

5. NICOLETTE PLANTE will be full-time and eligible to enroll in Health Insurance, Dental Insurance, Vision Insurance, Life Insurance and Flexible Spending and will be covered under the City’s long-term disability and North Dakota Public Employee Retirement System (NDPERS). In addition, NICOLETTE PLANTE will accrue annual and sick leave.

6. During the term of this agreement, NICOLETTE PLANTE agrees to comply with all employee policies of The City of Fargo and the Communications and Governmental Affairs Department, including all safety rules and procedures.

7. The parties hereto understand and agree that NICOLETTE PLANTE shall not be part of the Civil Service of the City of Fargo, but is a contracted employee, as permitted under Fargo Municipal Code section 7.0102(D).

DATED the day and year first above written.

THE CITY OF FARGO, NORTH DAKOTA

By: _____
Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

[DEPARTMENT OF COMMUNICATIONS & GOVERNMENTAL AFFAIRS]

By: _____

GREGG SCHILDBERGER
Chief Communications Officer

NICOLETTE PLANTE



Job Class:	Project Manager
Department:	Communications & Governmental Affairs
Supervisor:	Chief Communications Officer (CCO)
FLSA Status:	Exempt
Grade:	14
Revision Date:	February 2023
Prepared by:	Chief Communications Officer (CCO)

Job Summary:

As the leader of project management within the Department of Communications & Governmental Affairs, this position will plan, organize, drive and implement high quality projects to completion which are both on-time and within budget. This team member will closely and effectively coordinate with the full team and across the organization on a regular basis, including establishing and adhering to project scopes/timelines, administering project management software packages and integrating innovative ideas into team operations. The Project Manager is responsible for leading, collaborating, coordinating, maximizing, representing, supporting, advancing change and team guiding to ensure projects are delivered thoroughly and within scope.

Scope of Responsibility:

The Project Manager develops, implements and monitors project management activities throughout the CommsGA Team. This individual is expected to conduct research, compile data and make appropriate recommendations based upon analysis in ensuring quality assurance and quality control are consistently implemented on each team project. The Project Manager is tasked with improving the efficiency and effectiveness of operations while performing a variety of professional tasks to meet the goals and objectives of the department. The person in this position is responsible for the quality and accuracy of their own work, with tasks being performed independently under general supervision.

Essential Duties & Responsibilities:

- 1 **PROJECT LEADING** – Develop, schedule, coordinate and prioritize project work plans in accordance with specifications and resource limitations.
 - 1.1 Manage communications projects from start to finish as the dedicated Project Manager for the four unified divisions of the CommsGA Team (Broadcast Services, Community Engagement, Creative Services and Public Information).
 - 1.2 Plan, analyze, manage, coordinate and track projects for quality improvement efforts.
 - 1.3 Develop, enhance and maintain departmental operational standards, procedures and systems to support successful project completions.
 - 1.4 Create a detailed project management plan to monitor and track progress across all departmental divisions.
 - 1.5 Ensure project scopes are fully understood, documented and carried through to completion.
 - 1.6 Estimate staff time for each project and task, culminating in work assignments.
 - 1.7 Manage and maintain compliance with campaign timelines, budgets, deadlines and content calendars.
 - 1.8 Manage sign-off points between stakeholders to ensure that all deliverables are completed on time and meet the highest level of quality.
 - 1.9 Provide regular updates to departmental leadership, including the identification of milestones and elevation of risks/challenges that may impact campaign delivery.

- 2 **COLLABORATING** – Plan and lead cross-functional team meetings with internal and external stakeholders to achieve project creation and assimilation.
 - 2.1 Partner with creatives, leadership and organizational staff to craft and proof relevant content for campaigns.
 - 2.2 Work with all parties to understand goals and needs, as well as to identify potential challenges or roadblocks related to the logistics of implementation.
 - 2.3 Identify and monitor priorities, communicate with stakeholders, ensure timely completion of campaigns and analyze results.
 - 2.4 Manage relationships and expectations before, during and after projects.
 - 2.5 Facilitate personnel communications and actions.
 - 2.6 Ensure any conflicts or problems are resolved to all parties' satisfaction.
- 3 **COORDINATING** – Serve as a vital asset to departmental leadership by serving as a critical contributor to the project completion process, including organizing workflows for final project production.
 - 3.1 Oversee the preparation of bid documents, tabulation and bid awards.
 - 3.2 Develop spreadsheets, diagrams and process maps to document needs.
 - 3.3 Source and locate materials, equipment and vendors as needed.
 - 3.4 Coordinate communication and project deadlines between internal team and vendors.
 - 3.5 Facilitate hand-offs/transitions of completed projects to vendors for production, as appropriate (this will include verifying the quality of the final project).
- 4 **TECHNOLOGICAL MAXIMIZING** – Monitor and report on project completion and team performance through the utilization of internal task and analytic tools.
 - 4.1 Administer project management software platforms on behalf of the team to ultimately determine the most applicable employee(s) and asset(s) to produce project deliverables.
 - 4.2 Input all stakeholder comments and interactions within the project management platforms for future team usage and reference.
 - 4.3 Ensure all staff members are trained to successfully incorporate project management technologies and are utilizing the tools to the highest extents possible.
 - 4.4 Analyze data and trends, compile progress reports and provide appropriate recommendations or conclusions.
 - 4.5 Review, research, summarize and incorporate best practices.
- 5 **REPRESENTING** – Serves as the initial departmental point of contact for projects and attends meetings representing the interests of the team related to past, present and/or future projects.
 - 5.1 Represent the CommsGA Team at internal and external meetings to intake and task projects.
 - 5.2 Communicate with others within the department to provide information relating to work assignments and the progress of work, or to convey information about conditions or work-related needs. Provide training as necessary.
 - 5.3 Understand the most opportune approach to interact with (and energize) a broad range of diverse employee groups.
 - 5.4 Establish and maintain effective working relationships with a wide range of public and private sector officials and the public.
 - 5.5 Interact with the public, vendors or across departments to exchange detailed and/or technical information where the ability to explain concepts, project requirements and timelines is required.
- 6 **SUPPORTING** – Function in a supportive capacity to departmental leadership on special projects and operational responsibilities.
 - 6.1 Provide high level administrative support to the Director of CommsGA.
 - 6.2 Develop workflow procedures and help to implement priorities.

- 6.3 Coordinate and manage new administrative programs as developed or assigned.
 - 6.4 Assist with goalsetting and objectives for others to work towards and monitor performance.
 - 6.5 Help assess staff developmental needs and recommend strategies to achieve improvement.
- 7 **ADVANCING CHANGE** – Strike a critical balance between change making and maintenance of City outreach efforts across departments.
- 7.1 Assess current efforts to establish a thorough understanding of practices in place.
 - 7.2 Under the direction of the Director of CommsGA, work collaboratively across departments to implement new and innovative strategies to improve the reach and effectiveness of City outreach efforts.
 - 7.3 Communicate effective strategies being utilized in one department to other departments in continual knowledge sharing.
 - 7.4 Develop, plan and execute activities which align with the City's commitment to excellent public service and responsiveness.
- 8 **TEAM GUIDING** – Use independent judgment to provide operational guidance and leadership to team members.
- 8.1 Assist in making decisions on matters of hiring, transfer, suspension, lay off, recall, promotion, discharge, assignment, reward, adjusting grievances or disciplining employees under the span of control.
 - 8.2 Serve as a team operational leader, assigning particular work to co-workers using informed and independent judgment when making these assignments.
 - 8.3 Assist with conducting ongoing feedback, coaching, mentoring and collaborates with the responsible supervisor and recommends performance review content for assigned employees.
 - 8.4 Offer training and work direction, ensuring the employee knows and follows departmental and organizational requirements and rules, as well as sound work and safety practices in order to accomplish project objectives.
 - 8.5 Develop and implement strategic project management plans and strategies for team growth.
 - 8.6 Utilize and continually develop leadership skills.
 - 8.7 Bring new and innovative ideas to the CommsGA Team for project implementation and external relations efforts.
- 9 **PRIORITIZING SAFETY** – Perform all job duties in compliance with safety guidelines and with an ongoing awareness of safety practices.
- 9.1 Know and follow department and City rules, as well as sound work and safety practices, in order to accomplish the job objectives and avoid injury or loss.
 - 9.2 Wear proper protective equipment when policy requires or conditions indicate a need exists and utilize proper body mechanics and ergonomics while performing work.
 - 9.3 When potentially unsafe conditions are observed, make an effort to avoid or correct them if they are controllable and draw them to the attention of the responsible supervisor or safety representative in a timely manner.
- 10 **ADAPTING** – Perform other duties and activities as assigned.

Minimum Qualifications:

This position requires graduation from an accredited college or university with a bachelor's degree in project management, supply chain management, public relations, journalism, communications, marketing, public administration, business administration, visual communications or a closely-related field; at least 3.5 years of professional experiences or internships, or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job. A valid driver's license or evidence of equivalent mobility is also required.

Knowledge, skills and abilities should include:

- Excellent written communication skills across a variety of genres.
- Impeccable attention to detail.
- Strong time management skills.
- Ability to communicate with a wide variety of people representing multiple organizations.
- Leadership abilities rooted in a courage of conviction.
- Ability to establish and maintain strong working relationships with members, staff and related organizations.
- Ability to work under deadlines and stressful situations.
- A self-starter seeking an opportunity to grow.
- Strong planning, organization and implementation skills to allow for the successful completion of projects by specific due dates.
- Ability to juggle a variety of tasks simultaneously and prioritize projects efficiently.
- Fluency in computer applications used by the Communications & Governmental Affairs Department office, including the Microsoft Office Suite, Adobe Creative Suite, project management applications and content management systems (CMS).
- Ability to be flexible, well-organized and self-sufficient.
- Capabilities to see projects through from concept to completion.
- Ability to work in a team-oriented, collaborative environment, balancing input and making the best decision(s) for all involved.
- Skills in interpersonal communication to facilitate high-level discussions with co-workers, supervisors, the general public and others sufficient to exchange or convey information, resolve disputes and receive work direction.
- The ability to handle multiple tasks with adherence to deadlines under stressful or difficult situations.
- Skills in developing and interpreting data.
- Strong troubleshooting and problem resolution capabilities.
- Social media engagement optimization concepts and strategies.
- Proficiency in Associated Press (AP) writing style.
- Familiarity of federal, state and local laws regarding information dissemination and Freedom of Information Act (FOIA) request requirements.

Physical Demands & Working Conditions:

Most work is performed in a normal work environment. Work is generally light with considerable variety. Extensive use of computer, telephone and other office equipment is required. Daily work often involves moving between rooms. There is considerable attention to detail and deadlines. Intermittent driving is required to attend meetings. Occasional overnight travel may be required. The person in this position may be required to be on-call during some evenings and weekends. In an emergency situation, the person may be required to be on-site for a prolonged period of time at a designated facility.

Activities include stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing/listening, seeing/observing and repetitive motions.

Sedentary Work: Exerting up to 25 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

Some requirements in this job description may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees. All requirements are subject to modification to reasonably accommodate individuals with disabilities.

Requirements are representative of minimum levels of knowledge, skills and experience required. To perform this job successfully, the worker must possess the abilities and aptitudes to perform each duty proficiently.

This document does not create an employment contract, implied or otherwise, other than an "at will" employment relationship. The City Administrator retains the discretion to add duties or change the duties of this position at any time.

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No.: VF-23-B1

Type: Easement

Location: 64th Avenue North

Date of Hearing: 6/19/2023

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/26/2023</u>
PWPEC File	<u>X</u>
Project File	<u>Nathan Boerboom</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, regarding easements between the City and Cass Rural Water Users District (CRWD).

CRWD is in the process of installing a fore main that will provide the soybean crushing plant being constructed in Casselton with effluent water from Fargo's Water Reclamation Plant as well as a return force main. A portion of the alignment for these force mains are located within property owned by the City. To support the installation of these force mains on City property, CRWD has drafted easements documents and certificate of surveys.

The easements have been reviewed by the City and staff is recommending approval of the easements.

On a motion by Bruce Grubb, seconded by Steve Dirksen, the Committee voted to recommend approval of the easements with Cass Rural Water Users District.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the easements with Cass Rural Water Users District.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

Yes	No
<u>N/A</u>	<u>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
 Michael Redlinger, City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Brenda Derrig, City Engineer
 Susan Thompson, Interim Finance Director

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

ATTEST:

Tom Knakmuhs, P.E.
 Assistant City Engineer

Memorandum

To: PWPEC

From: Nathan Boerboom, Division Engineer

CC: Jim Hausauer, Water Reclamation Director

Date: June 15, 2023

Re: Cass Rural Water Users Easement
Project #VF-23-B1

Cass Rural Water Users District (CRWD) are in the process of installing a force main that will provide the soybean crushing plant being constructed in Casselton with effluent water from Fargo's Water Reclamation Plant as well as a return force main. A portion of the alignment for these force mains are located within property owned by the City, which are the old Harwood waste water lagoons and property located immediately to the east of the Harwood lagoons (location of Fargo Park District softball complex). See attached exhibits for the location of the proposed force mains.

To support the installation of these force mains on City property, CRWD has drafted the attached easement documents and certificate of surveys. These easement documents and surveys have gone through reviews by City staff and we are recommending approval of them.

Recommendation Motion:

Approve the attached easement documents with the Cass Rural Water Users District.



Coordinate System: NAD 1983 2011 Contiguous USA Albers | Edited by: jhenne | W:\C\Cass Rural Water District\05024-2022-001\GIS\NDSP 2022 ERF and Pipeline Imp - Easement Exhibits aprx | NDSP Easement Exhibits

PIN: 75050000271000

Land Owner: City of Fargo

County: Cass

Township: Reed

SEC-TWP-RNG: 9-140-49

Parcel Legal Description: AUD LT 1 OF NE1/4

Date: 5/19/2023



- Proposed CRWD Infrastructure
- Affected Parcel
- Sanitary Force Mains



Coordinate System: NAD 1983 2011 Contiguous USA Albers | Edited by: jhenne | W:\Cass Rural Water District\05024-2022-001\GIS\NDSP 2022 ERF and Pipeline Imp - Easement Exhibits.aprx | NDSP Easement Exhibits

PIN: 01871300100000

Land Owner: City of Fargo

County: Cass

Township: Reed

SEC-TWP-RNG: 10-140-49

Parcel Legal Description: NSC ADDITION LT 1 BLK 1

Date: 5/19/2023



- Proposed CRWD Infrastructure
- Affected Parcel
- Existing CRWD Watermain
- Sanitary Force Mains
- Sanitary Mains

PIPELINE EASEMENT

THIS EASEMENT is made this ____ day of _____, 2023, by the City of Fargo, a North Dakota municipal corporation, with a post office address of 225 - 4th Street North, Fargo, North Dakota 58102 ("Grantor"); and Cass Rural Water Users District, a North Dakota political subdivision, with a post office address of P.O. Box 98, Kindred, North Dakota 58051-0098 ("Grantee").

RECITALS

A. Grantee is in the process of developing, constructing, and improving its water supply infrastructure in certain portions of Cass County, North Dakota (the "Project").

B. Grantor owns certain real property in the vicinity of the Project, an area where Grantee will have to install, construct, operate, and maintain underground pipelines and associated appurtenances.

C. Grantor has agreed to convey to Grantee a permanent easement, as more specifically described below, for purposes of installing, constructing, operating, and maintaining underground pipelines and associated appurtenances to accommodate the Project.

D. Grantor agrees to grant and convey to Grantee a permanent easement in, on, under, through, over, and across the property described below, subject to the terms and conditions contained in this Easement.

In consideration of the mutual covenants contained in this Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

*Cass Rural Water Users District
City of Fargo
Pipeline Easement*

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AGREEMENT

1. **The Permanent Easement Property.** Grantor grants and conveys to Grantee a permanent easement, including the easement rights described in this Easement, in, on, under, through, over, and across the following real property in Cass County, North Dakota:

See attached **Exhibit A.**

The property described above is the "Permanent Easement Property." The Permanent Easement Property is depicted in the survey attached as **Exhibit B.**

2. **Easement Rights.** Under this Easement, Grantor grants to Grantee, and Grantee's officers, employees, agents, representatives, consultants, and contractors, this permanent and perpetual easement in, on, under, through, over, and across the Permanent Easement Property for the following purposes: ingress and egress; laying, constructing, installing, inspecting, maintaining, reconstructing, altering, repairing, replacing, operating, improving, modifying, and removing water pipelines and all associated appurtenances; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, and other materials; storing and removing equipment, materials, and supplies; removing trees, underbrush, and any other vegetation from the Permanent Easement Property that interfere with Grantee's pipelines and associated appurtenances; and the right to perform any other work necessary and incident to the construction, installation, inspection, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, and removal of Grantee's water pipelines and all associated appurtenances. Grantee will repair or replace any of Grantor's facilities or improvements damaged or removed on or from the Permanent Easement Property as a result of Grantee's construction, installation, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, or removal of Grantee's water pipelines and associated appurtenances.

3. **Easement Rights.** Following initial installation and construction of Grantee's water pipelines and associated appurtenances, Grantee will access the Permanent Easement Property from public right of way; however, if reasonable access is not available from public right of way, Grantor and Grantee will cooperate to ensure reasonable access over other right of way or property owned or controlled by Grantor.

4. **Easement Runs With the Permanent Easement Property.** This Easement, and all covenants, terms, conditions, provisions, and undertakings created under this Easement, are perpetual and will run with the Permanent Easement Property, and will be binding upon the parties' heirs, successors, and assigns.

*Cass Rural Water Users District
City of Fargo
Pipeline Easement*

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5. **Temporary Construction Easement.** In addition to the permanent easement rights granted to Grantee under this Easement, Grantor also grants and conveys to Grantee a temporary easement, in, on, through, over, and across the following real property in Cass County, North Dakota:

See attached **Exhibit C.**

The property described above is the "Temporary Easement Property." The Temporary Easement Property is depicted in the survey attached as **Exhibit D.** Grantee and Grantee's officers, employees, agents, representatives, consultants, and contractors, may enter upon the Temporary Easement Property for purposes of the initial installation and construction of Grantee's water lines and associated appurtenances. Grantee's temporary construction easement rights in the Temporary Easement Property will expire three years from the date of this Easement, or upon final installation of the water lines and appurtenant facilities, whichever occurs sooner. Grantee will return the Temporary Easement Property to its previous condition upon the expiration of Grantee's temporary easement rights, or upon Grantee's completion of installation, whichever occurs sooner, ordinary wear and tear excepted.

6. **Installation of Locating Conductor.** Grantee agrees and warrants that Grantee will install tracer wire or another conductor, approved by Grantor, adjacent to the water pipelines and all associated below-grade appurtenances to allow future locates. The parties' intent is to ensure the installed pipelines and below-grade appurtenances are locatable in a manner that complies with local, state, and federal law, including North Dakota One Call laws. Grantee will be responsible for all costs and expenses regarding the necessary materials and installation of the tracer wire or other approved conductor.

7. **Forbearance or Waiver.** The failure or delay of either party to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this Easement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

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

9. **Severability.** If any court of competent jurisdiction finds any provision or part of this Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Easement, and all remaining terms and provisions of this Easement will remain binding and enforceable.

*Cass Rural Water Users District
City of Fargo
Pipeline Easement*

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10. **Entire Agreement.** This Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes all other previous oral or written agreements between the parties.

11. **Modifications.** Any modifications or amendments of this Easement must be in writing and signed by Grantor and Grantee, and must be recorded in the Cass County Recorder's Office.

12. **Headings.** Headings in this Easement are for convenience only and will not be used to interpret or construe its provisions.

[Signatures appear on the following pages.]

***Cass Rural Water Users District
City of Fargo
Pipeline Easement***

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CITY OF FARGO

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

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared Timothy J. Mahoney, M.D., and Steven Sprague, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the City of Fargo.

Notary Public, Cass County, ND

(SEAL)

*Cass Rural Water Users District
City of Fargo
Pipeline Easement*

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**CASS RURAL WATER
USERS DISTRICT**

Jon Zuther, President

ATTEST:

Barry Bowman, Secretary

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

On this ____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared Jon Zuther and Barry Bowman, known to me to be the President and Secretary-Treasurer, respectively, of Cass Rural Water Users District and who executed the foregoing instrument and acknowledged to me that they executed the same on behalf of Cass Rural Water Users District.

Notary Public, Cass County, ND

(SEAL)

*Cass Rural Water Users District
City of Fargo
Pipeline Easement*

The legal descriptions contained in this document were prepared by:

Jacob R. Duchsherer
North Dakota License No. LS-28251

*Cass Rural Water Users District
City of Fargo
Pipeline Easement*

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EXHIBIT A

Legal Description of the Permanent Easement Property

A 20.00 foot wide strip being a part of Lot 1, Block 1, NSC Addition to the City of Fargo, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, lying 10.00 feet on each side of the following described centerline:

Commencing at the northwest corner of said Lot 1; thence South 03 degrees 03 minutes 07 seconds East (Record Bearing) along the west line of said Lot 1 for a distance of 15.00 feet to the point of beginning of the centerline to be described; thence North 87 degrees 42 minutes 31 seconds East for a distance of 1580.69 feet and said centerline there terminating. The sidelines of said strip are to be lengthened or shortened to terminate on the west line of said Lot 1.

Said strip contains 0.73 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

*Cass Rural Water Users District
City of Fargo
Pipeline Easement*

EXHIBIT B

Survey of the Permanent Easement Property

CERTIFICATE OF SURVEY

PART OF LOT 1, BLOCK 1, NSC ADDITION TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA

PERMANENT EASEMENT DESCRIPTION

A 20.00 foot wide strip being a part of Lot 1, Block 1, NSC Addition to the City of Fargo, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, lying 10.00 feet on each side of the following described centerline:

Commencing at the northwest corner of said Lot 1; thence South 03 degrees 03 minutes 07 seconds East (Record Bearing) along the west line of said Lot 1 for a distance of 15.00 feet to the point of beginning of the centerline to be described; thence North 87 degrees 42 minutes 31 seconds East for a distance of 1580.69 feet and said centerline there terminating. The sidelines of said strip are to be lengthened or shortened to terminate on the west line of said Lot 1.

Said strip contains 0.73 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

CERTIFICATE


I Jacob R. Duchsherer, do hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Land Surveyor under the laws of the State of North Dakota.


Jacob R. Duchsherer
Registered Land Surveyor
Reg. No. LS-28251



State of North Dakota)
County of Cass)

On this 13th day of June, 2023, before me, a Notary Public in and for said County and State, personally appeared Jacob R. Duchsherer, Registered Land Surveyor, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.


Notary Public, Cass County, North Dakota

ALEX THIEL
Notary Public
State of North Dakota
My Commission Expires 11/01/2025

SHEET 2 OF 2

Easement Exhibit

Part of Lot 1, Blk 1, NSC Addition
City of Fargo, Cass County, North Dakota

PROJECT No.	23262
DATE:	05.16.23
REVISED:	06.06.23
DRAFTER:	JRD
REVIEWER:	CDH



*Cass Rural Water Users District
City of Fargo
Pipeline Easement*

Page 10

EXHIBIT C

Legal Description of the Temporary Easement Property

That part of Lot 1, Block 1, NSC Addition to the City of Fargo, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, being a strip that lies between lines drawn 10.00 feet and 30.00 feet right of the following described centerline:

Commencing at the northwest corner of said Lot 1; thence South 03 degrees 03 minutes 07 seconds East (Record Bearing) along the west line of said Lot 1 for a distance of 15.00 feet to the point of beginning of the centerline to be described; thence North 87 degrees 42 minutes 31 seconds East for a distance of 1580.69 feet and said centerline there terminating. The sidelines of said strip are to be lengthened or shortened to terminate on the west line of said Lot 1.

Said strip contains 0.73 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

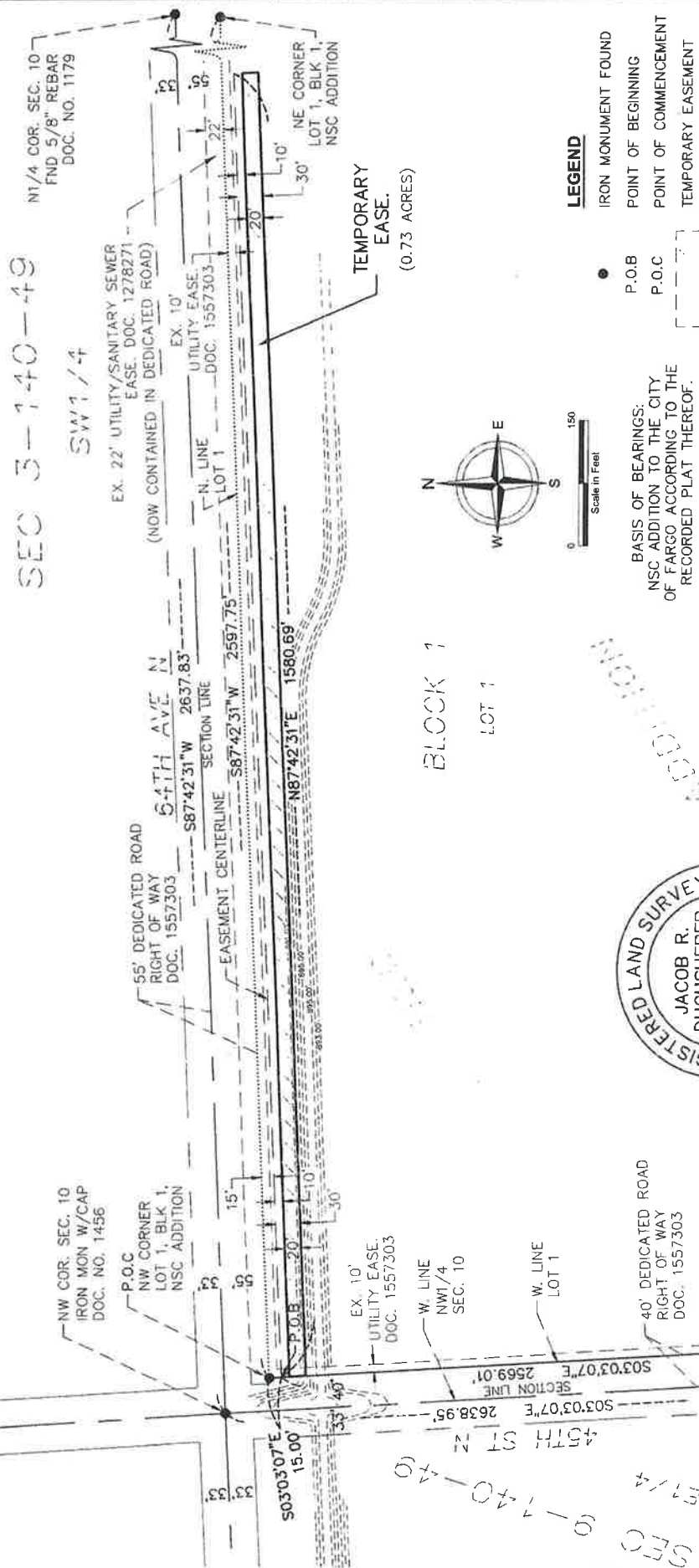
*Cass Rural Water Users District
City of Fargo
Pipeline Easement*

EXHIBIT D

Survey of the Temporary Easement Property

EASEMENT EXHIBIT

PART OF LOT 1, BLOCK 1, NSC ADDITION TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA



SHEET 1 OF 2



PROJECT No.	23252
DATE:	05.16.23
REVISED:	06.06.23
DRAFTER:	JRD
REVIEWER:	CDH

Easement Exhibit

Part of Lot 1, Blk 1, NSC Addition
City of Fargo, Cass County, North Dakota

CERTIFICATE OF SURVEY

PART OF LOT 1, BLOCK 1, NSC ADDITION TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA

TEMPORARY EASEMENT DESCRIPTION


That part of Lot 1, Block 1, NSC Addition to the City of Fargo, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, being a strip that lies between lines drawn 10.00 feet and 30.00 feet right of the following described centerline:

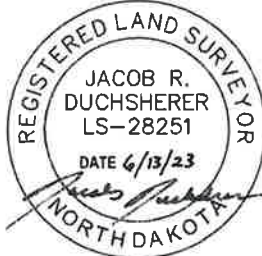
Commencing at the northwest corner of said Lot 1; thence South 03 degrees 03 minutes 07 seconds East (Record Bearing) along the west line of said Lot 1 for a distance of 15.00 feet to the point of beginning of the centerline to be described; thence North 87 degrees 42 minutes 31 seconds East for a distance of 1580.69 feet and said centerline there terminating. The sidelines of said strip are to be lengthened or shortened to terminate on the west line of said Lot 1.

Said strip contains 0.73 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

CERTIFICATE


I Jacob R. Duchsherer, do hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Land Surveyor under the laws of the State of North Dakota.


Jacob R. Duchsherer
Registered Land Surveyor
Reg. No. LS-28251



State of North Dakota)
County of Cass)

On this 13th day of June, 2023, before me, a Notary Public in and for said County and State, personally appeared Jacob R. Duchsherer, Registered Land Surveyor, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.


Notary Public, Cass County, North Dakota

ALEX THIEL
Notary Public
State of North Dakota
My Commission Expires 11/01/2025

SHEET 2 OF 2

Easement Exhibit

Part of Lot 1, Blk 1, NSC Addition
City of Fargo, Cass County, North Dakota

PROJECT No.	23252
DATE:	05.18.23
REVISED:	08.08.23
DRAFTER:	JRD
REVIEWER:	CDH



PIPELINE EASEMENT

THIS EASEMENT is made this ____ day of _____, 2023, by the City of Fargo, a North Dakota municipal corporation, with a post office address of 225 - 4th Street North, Fargo, North Dakota 58102 ("Grantor"); and Cass Rural Water Users District, a North Dakota political subdivision, with a post office address of P.O. Box 98, Kindred, North Dakota 58051-0098 ("Grantee").

RECITALS

A. Grantee is in the process of developing, constructing, and improving its water supply infrastructure in certain portions of Cass County, North Dakota (the "Project").

B. Grantor owns certain real property in the vicinity of the Project, an area where Grantee will have to install, construct, operate, and maintain underground pipelines and associated appurtenances.

C. Grantor has agreed to convey to Grantee a permanent easement, as more specifically described below, for purposes of installing, constructing, operating, and maintaining underground pipelines and associated appurtenances to accommodate the Project.

D. Grantor agrees to grant and convey to Grantee a permanent easement in, on, under, through, over, and across the property described below, subject to the terms and conditions contained in this Easement.

In consideration of the mutual covenants contained in this Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

*Cass Rural Water Users District
City of Fargo
Pipeline Easement*

Page 2

AGREEMENT

1. **The Permanent Easement Property.** Grantor grants and conveys to Grantee a permanent easement, including the easement rights described in this Easement, in, on, under, through, over, and across the following real property in Cass County, North Dakota:

See attached **Exhibit A.**

The property described above is the "Permanent Easement Property." The Permanent Easement Property is depicted in the survey attached as **Exhibit B.**

2. **Easement Rights.** Under this Easement, Grantor grants to Grantee, and Grantee's officers, employees, agents, representatives, consultants, and contractors, this permanent and perpetual easement in, on, under, through, over, and across the Permanent Easement Property for the following purposes: ingress and egress; laying, constructing, installing, inspecting, maintaining, reconstructing, altering, repairing, replacing, operating, improving, modifying, and removing water pipelines and all associated appurtenances; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, and other materials; storing and removing equipment, materials, and supplies; removing trees, underbrush, and any other vegetation from the Permanent Easement Property that interfere with Grantee's pipelines and associated appurtenances; and the right to perform any other work necessary and incident to the construction, installation, inspection, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, and removal of Grantee's water pipelines and all associated appurtenances. Grantee will repair or replace any of Grantor's facilities or improvements damaged or removed on or from the Permanent Easement Property as a result of Grantee's construction, installation, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, or removal of Grantee's water pipelines and associated appurtenances.

3. **Easement Rights.** Following initial installation and construction of Grantee's water pipelines and associated appurtenances, Grantee will access the Permanent Easement Property from public right of way; however, if reasonable access is not available from public right of way, Grantor and Grantee will cooperate to ensure reasonable access over other right of way or property owned or controlled by Grantor.

4. **Easement Runs With the Permanent Easement Property.** This Easement, and all covenants, terms, conditions, provisions, and undertakings created under this Easement, are perpetual and will run with the Permanent Easement Property, and will be binding upon the parties' heirs, successors, and assigns.

*Cass Rural Water Users District
City of Fargo
Pipeline Easement*

Page 3

5. **Temporary Construction Easement.** In addition to the permanent easement rights granted to Grantee under this Easement, Grantor also grants and conveys to Grantee a temporary easement, in, on, through, over, and across the following real property in Cass County, North Dakota:

See attached **Exhibit C.**

The property described above is the "Temporary Easement Property." The Temporary Easement Property is depicted in the survey attached as **Exhibit D.** Grantee and Grantee's officers, employees, agents, representatives, consultants, and contractors, may enter upon the Temporary Easement Property for purposes of the initial installation and construction of Grantee's water lines and associated appurtenances. Grantee's temporary construction easement rights in the Temporary Easement Property will expire three years from the date of this Easement, or upon final installation of the water lines and appurtenant facilities, whichever occurs sooner. Grantee will return the Temporary Easement Property to its previous condition upon the expiration of Grantee's temporary easement rights, or upon Grantee's completion of installation, whichever occurs sooner, ordinary wear and tear excepted.

6. **Installation of Locating Conductor.** Grantee agrees and warrants that Grantee will install tracer wire or another conductor, approved by Grantor, adjacent to the water pipelines and all associated below-grade appurtenances to allow future locates. The parties' intent is to ensure the installed pipelines and below-grade appurtenances are locatable in a manner that complies with local, state, and federal law, including North Dakota One Call laws. Grantee will be responsible for all costs and expenses regarding the necessary materials and installation of the tracer wire or other approved conductor.

7. **Forbearance or Waiver.** The failure or delay of either party to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this Easement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

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

9. **Severability.** If any court of competent jurisdiction finds any provision or part of this Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Easement, and all remaining terms and provisions of this Easement will remain binding and enforceable.

*Cass Rural Water Users District
City of Fargo
Pipeline Easement*

Page 4

10. **Entire Agreement.** This Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes all other previous oral or written agreements between the parties.

11. **Modifications.** Any modifications or amendments of this Easement must be in writing and signed by Grantor and Grantee, and must be recorded in the Cass County Recorder's Office.

12. **Headings.** Headings in this Easement are for convenience only and will not be used to interpret or construe its provisions.

[Signatures appear on the following pages.]

***Cass Rural Water Users District
City of Fargo
Pipeline Easement***

Page 5

CITY OF FARGO

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

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared Timothy J. Mahoney, M.D., and Steven Sprague, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the City of Fargo.

Notary Public, Cass County, ND

(SEAL)

***Cass Rural Water Users District
City of Fargo
Pipeline Easement***

Page 6

**CASS RURAL WATER
USERS DISTRICT**

Jon Zuther, President

ATTEST:

Barry Bowman, Secretary

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

On this ____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared Jon Zuther and Barry Bowman, known to me to be the President and Secretary-Treasurer, respectively, of Cass Rural Water Users District and who executed the foregoing instrument and acknowledged to me that they executed the same on behalf of Cass Rural Water Users District.

Notary Public, Cass County, ND

(SEAL)

***Cass Rural Water Users District
City of Fargo
Pipeline Easement***

The legal descriptions contained in this document were prepared by:

Jacob R. Duchsherer
North Dakota License No. LS-28251

*Cass Rural Water Users District
City of Fargo
Pipeline Easement*

Page 8

EXHIBIT A

Legal Description of the Permanent Easement Property

A 20.00 foot wide strip being a part of Auditor's Lot 1 of the Northeast Quarter of Section 9, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, lying 10.00 feet on each side of the following described centerline:

Commencing at the northeast corner of the Northeast Quarter of said Section 9; thence South 03 degrees 03 minutes 07 seconds East (Assumed Bearing) along the east line of said Northeast Quarter for a distance of 65.00 feet to the point of beginning of the centerline to be described; thence South 87 degrees 14 minutes 34 seconds West for a distance of 1426.16 feet; thence North 85 degrees 39 minutes 59 seconds West for a distance of 70.75 feet to the easterly right-of-way line of Cass County Highway No. 81 and said centerline there terminating. The sidelines of said strip are to be lengthened or shortened to terminate on the easterly right-of-way line of said Cass County Highway No. 81 and the east line of said Northeast Quarter.

Said strip contains 0.69 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

*Cass Rural Water Users District
City of Fargo
Pipeline Easement*

EXHIBIT B

Survey of the Permanent Easement Property

CERTIFICATE OF SURVEY

PART OF AUDITOR'S LOT 1 OF THE NORTHEAST QUARTER OF
SECTION 9, TOWNSHIP 140 NORTH, RANGE 49 WEST
OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA

PERMANENT EASEMENT DESCRIPTION


A 20.00 foot wide strip being a part of Auditor's Lot 1 of the Northeast Quarter of Section 9, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, lying 10.00 feet on each side of the following described centerline:

Commencing at the northeast corner of the Northeast Quarter of said Section 9; thence South 03 degrees 03 minutes 07 seconds East (Assumed Bearing) along the east line of said Northeast Quarter for a distance of 65.00 feet to the point of beginning of the centerline to be described; thence South 87 degrees 14 minutes 34 seconds West for a distance of 1426.16 feet; thence North 85 degrees 39 minutes 59 seconds West for a distance of 70.75 feet to the easterly right-of-way line of Cass County Highway No. 81 and said centerline there terminating. The sidelines of said strip are to be lengthened or shortened to terminate on the easterly right-of-way line of said Cass County Highway No. 81 and the east line of said Northeast Quarter.

Said strip contains 0.69 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

CERTIFICATE


I Jacob R. Duchsherer, do hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Land Surveyor under the laws of the State of North Dakota.


Jacob R. Duchsherer
Registered Land Surveyor
Reg. No. LS-28251



State of North Dakota)
County of Cass)

On this 13th day of June, 2023, before me, a Notary Public in and for said County and State, personally appeared Jacob R. Duchsherer, Registered Land Surveyor, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.


Notary Public, Cass County, North Dakota

ALEX THIEL
Notary Public
State of North Dakota
My Commission Expires 11/01/2025

SHEET 2 OF 2

Easement Exhibit

Part of Aud. Lot 1 of the NE1/4 Sec. 9-140-49
Cass County, North Dakota

PROJECT No. 23252
DATE: 06.15.23
REVISED: 05.30.23
DRAFTER: JRD
REVIEWER: CDH



*Cass Rural Water Users District
City of Fargo
Pipeline Easement*

Page 10

EXHIBIT C

Legal Description of the Temporary Easement Property

That part of Auditor's Lot 1 of the Northeast Quarter of Section 9, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, being a strip that lies between lines drawn 10.00 feet and 30.00 feet right of the following described centerline:

Commencing at the northeast corner of the Northeast Quarter of said Section 9; thence South 03 degrees 03 minutes 07 seconds East (Assumed Bearing) along the east line of said Northeast Quarter for a distance of 65.00 feet to the point of beginning of the centerline to be described; thence South 87 degrees 14 minutes 34 seconds West for a distance of 1426.16 feet; thence North 85 degrees 39 minutes 59 seconds West for a distance of 70.75 feet to the easterly right-of-way line of Cass County Highway No. 81 and said centerline there terminating. The sidelines of said strip are to be lengthened or shortened to terminate on the easterly right-of-way line of said Cass County Highway No. 81 and the east line of said Northeast Quarter.

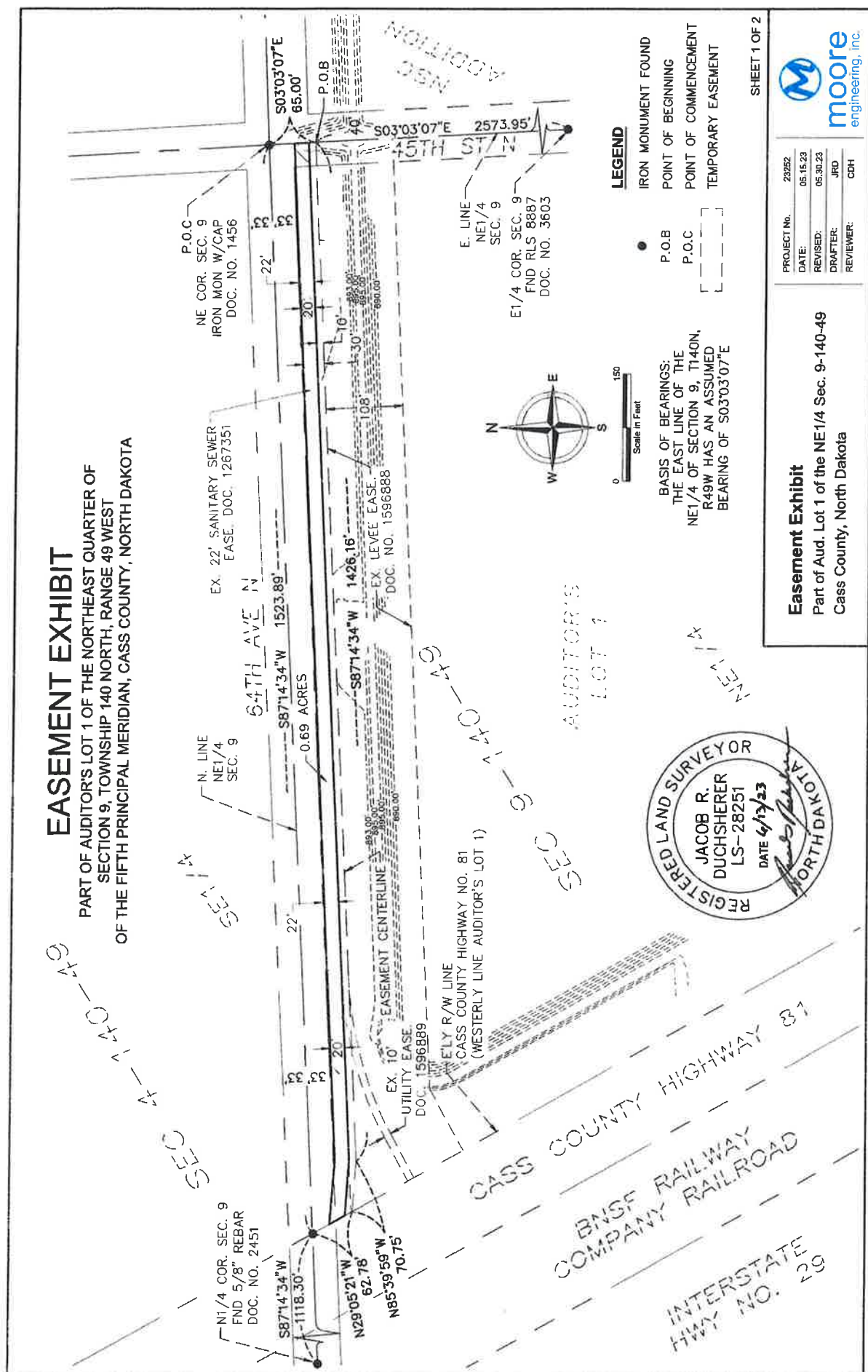
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*Cass Rural Water Users District
City of Fargo
Pipeline Easement*

EXHIBIT D

Survey of the Temporary Easement Property

PART OF AUDITOR'S LOT 1 OF THE NORTHEAST QUARTER OF
SECTION 9, TOWNSHIP 140 NORTH, RANGE 49 WEST
OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA



SHEET 1 OF 2



PROJECT No.	23252
DATE:	05.15.23
REVISED:	05.30.23
DRAFTER:	JRD
REVIEWER:	CDH

Easement Exhibit

Part of Aud. Lot 1 of the NE1/4 Sec. 9-140-49
Cass County, North Dakota

CERTIFICATE OF SURVEY

PART OF AUDITOR'S LOT 1 OF THE NORTHEAST QUARTER OF
SECTION 9, TOWNSHIP 140 NORTH, RANGE 49 WEST
OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA

TEMPORARY EASEMENT DESCRIPTION


That part of Auditor's Lot 1 of the Northeast Quarter of Section 9, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, being a strip that lies between lines drawn 10.00 feet and 30.00 feet right of the following described centerline:

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Jacob R. Duchsherer
Registered Land Surveyor
Reg. No. LS-28251



State of North Dakota)
County of Cass)

On this 13th day of June, 2023, before me, a Notary Public in and for said County and State, personally appeared Jacob R. Duchsherer, Registered Land Surveyor, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.


Notary Public, Cass County, North Dakota

ALEX THIEL
Notary Public
State of North Dakota
My Commission Expires 11/01/2025

SHEET 2 OF 2

Easement Exhibit

Part of Aud. Lot 1 of the NE1/4 Sec. 9-140-49
Cass County, North Dakota

PROJECT No.	23252
DATE:	05.16.23
REVISED:	05.30.23
DRAFTER:	JRD
REVIEWER:	CDH



(9)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No.: QR-23-A0

Type: Task Order

Location: North Broadway Bridge

Date of Hearing: 6/19/2023

RoutingDate

City Commission

6/26/2023

PWPEC File

X

Project File

Jeremy Gorden

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding a Task Order with Houston Engineering for the North Broadway Bridge Feasibility Study.

Quotes were solicited through the Master Services Agreement for a feasibility study for the potential bridge crossing on North Broadway. The bridge project is currently in our CIP for the year 2026 and has federal funds programmed for it. We would like Houston to examine three options for the crossing:

1. Do nothing
2. Replace bridge at the current elevation
3. Replace bridge to clear the 100-year flood elevation (post FM Diversion Project)

The cost to complete this work is estimated at \$199,501. Clay County will be participating in this project as well and we expect a 70/30 cost split for the work. The road work is 100% on City of Fargo side of the bridge and they are not interested in the option that replaced the bridge above the 100-year flood elevation, so those tasks will be paid by City of Fargo.

On a motion by Tim Mahoney, seconded by Bruce Grubb, the Committee voted to recommend approval of the Task Order with Houston Engineering in the amount of \$199,501 for QR-23-A0.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Task Order with Houston Engineering in the amount of \$199,501 for Project No. QR-23-A0.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax

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
 Michael Redlinger, City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Brenda Derrig, City Engineer
 Susan Thompson, Interim Finance Director

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

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 Assistant City Engineer

Memorandum

To: PWPEC

From: Jeremy Gorden, PE, PTOE
Division Engineer - Transportation

Date: June 15, 2023

Re: Approval of Quote through Master Services Agreement for N Broadway
Bridge Feasibility Study
Project No. QR-23-A0

We solicited a quote from Houston Engineering to complete a feasibility study for the potential bridge crossing on N Broadway. A bridge project is currently in our CIP for the year 2026 and it has federal funds programmed for it. We want Houston to examine 3 options for the crossing; Do Nothing, Replace bridge at the current elevation, and Replace bridge to clear the 100-year flood elevation post FM Diversion Project. Our goal is to have a solid understanding of what each option means in terms of outcomes, and the estimated cost to complete each one. The study will have a relatively quick timeframe, and we'll use the results to modify our federal aid request for the year 2026.

Their tasks include;

- Project Administration
- Preliminary Bridge Design and Layout
- Geotechnical Analysis and Recommendations
- Permitting Review
- Hydraulic Analysis
- Traffic Analysis and Benefit/Cost ratio for Each Alternative
- Roadway Design

I have included their proposal for your review. The cost to complete this work is estimated at \$199,501. Clay County will be participating in this project as well, and we expect about a 70/30 cost split for the work. The road work is 100% on our side of the bridge, and they aren't interested in the option that replaces the bridge above the 100-yr flood elevation, so those tasks will be paid by us.

Recommended Motion:

I recommend approving the quote from Houston Engineering in the amount of \$199,501 for work on this project.

Attachment

In accordance with paragraph 1.1 of the Task Order Agreement between Owner and Engineer for Master Professional Services, dated January 11, 2023 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Project Title: N Broadway Bridge Feasibility Study

B. Description: This Task Order is for determining feasible design options for replacing this bridge over the Red River.

2. Services of Engineer

3. Services to be completed by the Engineer are as specified in the proposal submitted by Houston dated June 15, 2023. Proposal is attachment A of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Master Services Agreement dated January 11, 2023.

5. Times for Rendering Services

Phase	Completion Date
Phase 1: Feasibility Study	December 1, 2023
Phase 2:	
Phase 3:	

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

Phase	Compensation Method	Lump Sum, or Estimate of Compensation for Services
Phase 1:	Hourly Not to Exceed	\$199,501
Phase 2:	Hourly Not to Exceed	
Phase 3:	Hourly Not to Exceed	
Total Services = \$ _____		

B. The terms of payment are set forth in Article 3 of the Master Services Agreement.

7. Attachments

Attachment A – Proposal submitted by Houston dated June 15, 2023.

Attachment B – Commission ROA dated June 26, 2023.

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement, which is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is June 26, 2023.

MS-23-A0 Task Order No. 1

Houston Engineering, Inc.

Owner:

Engineer:

By: _____

By: _____

Jeremy McLaughlin 2023 06 20 16:15 05-05'00'

Name: Dr. Tim Mahoney

Name: Jeremy McLaughlin, PE

Title: Mayor

Title: Sr Project Manager/VP

Designated Representative for Task Order:

Designated Representative for Task Order:

Name: Jeremy Gorden, PE

Name: Jeremy McLaughlin, PE

Title: Transportation Division Engineer

Title: Sr Project Manager/VP

Approval Requirements

\$15,000 or less – City Engineer

\$15,001 - \$150,000 – PWPEC

Over \$150,000 – PWPEC & Commission



June 6, 2023

Jeremy Gorden
City of Fargo
200 North 3rd St
Fargo, ND 58102

Project: North Broadway Bridge Feasibility Study
HE Project No. 6059-0213

Project Location: City of Fargo, Cass County, North Dakota

This proposal is being provided at your request to define the scope and fee for engineering services related to the Feasibility Study for the North Broadway Bridge over the Red River. The existing bridge has been removed as part of a previous project and the City has requested an analysis to determine feasible options for the bridge moving forward. These options include:

1. Do nothing: Do not replace the bridge that was recently removed, and traffic would permanently detour over to University Drive. A benefit/cost ratio of a permanent detour along with traffic impacts is included to assist in evaluating this option.
2. Replace the bridge to the existing elevation: This option will involve evaluating structural, hydraulic, and geotechnical impacts of replacing the bridge at the elevation of the recently removed bridge. The bridge would be designed to be submerged and associated hydraulic impacts to see if a "no rise" certification could be achieved. Significant roadway work would likely be involved with this option due to the proximity to the river off the south bridge end. This option will require taking the structural design to something close to a 30% level to ensure that this option is buildable.
3. Replace the bridge to clear the 100-year flood elevation (37') with the proposed low member. This option would eliminate the concern with submergence and hydraulic impacts of the low member being in the water, but raising the bridge presents concerns with geotechnical stability and requires realignment of the bridge or extending the bridge significantly from existing. This option is not anticipated to include significant structural engineering time, but rather assume a 10% level (concept) design and estimating the cost based on square footage of proposed bridge deck. Two sub-options are presented.
 - a. Bridge would be approximately 1250' in length based on previous work completed by the City. The bridge would terminate in the Cul-De-Sac southwest of the site. This option would likely involve ROW impacts and will need to be reviewed for feasibility.
 - b. Extend the bridge south to the intersection with North Broadway. Bridge length was estimated to be about 2050' previously by the City.

It is anticipated that an OPC will be developed for each option and presented to the City in a formal report documenting any significant concerns along with feasibility of the option being able to be built. The following tasks describe in more detail the individual components that will go into the feasibility study and associated descriptions and costs.

1.0 Project Administration

Overall project coordination and management. Meetings and coordination with City of Fargo and Clay County to discuss progress and assumptions. We anticipate 4 meetings to be held with the City and County along with monthly internal progress meetings to track progress and address any internal concerns.

In addition, we are anticipating that two commission meeting presentations will be required. One in September to discuss high level/preliminary findings and then something in November with a more final analysis and report. We anticipate providing an overall plan view of each option indicating the proposed alignment along with showing any pertinent issues that could impact feasibility for each option.

Estimated Task 1 Fee \$24,422

2.0 Preliminary Bridge Design and Layout

2.1 Construct at existing elevation

Complete preliminary design assuming a new bridge is constructed to the existing elevation of the bridge that was recently removed. Preliminary span lengths, pier types, superstructure (beam size and length) would all be determined in order to accurately model the hydraulic impacts of the new bridge. Geotechnical analysis would be completed based on existing information to determine approximate required in slopes under the bridge to ensure accurate representation of the feasibility of constructing the bridge at this level. It is assumed that multiple iterations with the hydraulics team will be required to try and attain a no rise certification that would be required for permitting. It is generally assumed that an equivalent of a 30% design would be needed to determine the feasibility of this option.

2.2 Construct with low member above 37" flood stage

Complete preliminary alignment and length calculations for a bridge to extend either to the Cul-De-Sac or directly to North Broadway. Either of these options will involve estimating an approximate length of the proposed bridge and length utilizing a square foot estimate of the bridge deck times an approximate cost to determine overall bridge construction estimates. No preliminary structural analysis is anticipated for this option outside of determining an approximate span length and superstructure depth to ensure the low member could be constructed above the 37' level.

Estimated Task 2 Fee \$42,916

3.0 Geotechnical Analysis and Recommendations

- 3.1 An analysis and subsequent Addendum No. 1 (completed in 2021) by Braun Intertec consisted of recommendations for replacing the bridge at the existing elevation. Braun has submitted an attached scope and associated fee to revisit the analysis and ensure no significant changes have occurred on site, verify current monitoring equipment results, and perform an additional subsequent analysis that may be needed. The scope and associated fee are attached.

Estimated Task 3 Fee \$24,745

4.0 Permitting Review

- 4.1 Permit acquisition is not anticipated as part of this study, however investigation in multiple permits is anticipated in order to determine if acquiring a permit from each agency is "likely" or not based on the presented options.

North Broadway Bridge Permitting Checklist		
Agency / Permit	Tasks needed to complete application	Permitting Notes
USACE Permit (Section 408)	This permit is not anticipated to be required. Coordination with City Engineering Staff and USACE staff will be required to confirm federal status of existing levees.	N/A
USACE Permit (Section 404)	<ul style="list-style-type: none"> • Construction methods • Plan Sheets • Impact analysis • Aquatic Resource Report • ESA Clearance • 106 Clearance 	Agency coordination with USACE Omaha District and St. Paul District will occur to determine which regulatory office takes the lead on the project.
Endangered Species Act	<ul style="list-style-type: none"> • Northern Long Eared Bat – Potential Biological Habitat Report 	Coordination with the lead federal permitting agency – USACE will determine level of effort
Sovereign Lands Construction Permit	<ul style="list-style-type: none"> • Project description, purpose & need • Fill/dredge volume details • Construction methods • Confirm sovereign lands boundary 	
Floodplain Development Permits (Moorhead & Fargo)	<ul style="list-style-type: none"> • Hydraulics analysis • Construction Details 	
Engineers Floodway Review, ND DWR	<ul style="list-style-type: none"> • Hydraulics analysis • Construction Details 	
MN Shoreland Permit – Clay County		
MN DNR Protected Waters Permit	<ul style="list-style-type: none"> • MPARS Application 	
MN Wetland Conservation Act	<ul style="list-style-type: none"> • Aquatic Resources Delineation Report 	May not be required if all riparian wetlands are below the MN PWI ordinary high-water mark.
Buffalo-Red River Watershed District		

Estimated Task 4 Fee \$16,450

5.0 Hydraulic Analysis – 3 Options to Review/Analyze

5.1 No Bridge:

5.1.1 Run steady state effective 100-yr existing and bridge removed conditions.

- 5.1.2 Check the bridge removal impacts and verify effects to floodplain and floodway boundaries.
- 5.2 Construct at existing elevation
 - 5.2.1 Run steady state effective 100-yr model to evaluate the bridge impacts.
 - 5.2.2 Document impacts from analyses and effects to floodplain and floodway boundaries.
 - 5.2.3 Assume four alternatives will be analyzed through internal iterative design process to meet no-rise impacts.
 - 5.2.4 Generate maps to show project impacts and existing and new floodplain and floodway boundaries.
 - 5.2.5 Using the FM Diversion hydraulic model, evaluate the final alternative using the with-project 100-year flood (RS 37') and document water surface elevation impacts.
- 5.3 Construct with low member above 37' flood stage
 - 5.3.1 Run steady state effective 100-yr model to evaluate two bridge location options (1250' and 2050').
 - 5.3.2 Document impacts from analyses and effects to floodplain and floodway boundaries.
 - 5.3.3 Assume four alternatives will be analyzed through internal iterative design process to meet no-rise impacts, for each bridge length.
 - 5.3.4 Generate maps to show project impacts and existing and new floodplain and floodway boundaries.
 - 5.3.5 Using the FM Diversion hydraulic model, evaluate the final alternative using the with-project 100-year flood (RS 37') and document water surface elevation impacts.
- 5.4 Prepare Hydraulic Memorandum describing option results for above scenarios.

Estimated Task 5 Fee \$29,760

6.0 Traffic Analysis and B/C ratio for "Do Nothing" Alternative

- 6.1 Internal Meeting/Discussion
- 6.2 Data Collection and/or modification to existing data. An existing traffic memorandum was prepared in 2021 and supplied to Houston Engineering to aid in preparing the feasibility study. Existing data will be reviewed and determined if any changes are warranted. Items to be reviewed under this task include 24-Hour Turning Movement County (6 Intersections), ADT and Observed Speeds on 10th St. North, and Data Coordination with MPO and COF
- 6.3 Traffic Operations Analysis. Review existing data and include updated counts to determine proposed conditions, possibly extending out to the life of the bridge to accurately represent true costs for a B/C analysis. Tasks include travel pattern determination and capacity/LOS analysis for all 3 options presented. In addition, traffic calming measure on 10th St. North will be evaluated.
- 6.4 Benefit Cost Analysis (BCA). Determine the BCA for each of the 3 options listed (including 2 sub options for Option 3).
- 6.5 Report – Prepare draft and final report incorporating any comments into the final report.

Assumptions for cost estimation:

- 1. Future conditions horizon date to be determined at a later date in coordination with preliminary bridge design.
- 2. Scope and fee assumes no additional public participation and/or involvement.

Estimated Task 6 Fee \$35,598

7.0 Roadway Design for Options 2 and 3

7.1 Develop typical roadway section for each of the alternatives identified. One additional option (not currently identified) was included for estimating purposes. Cross sections will be prepared based on LiDAR data and quantities and costs prepared based on existing and proposed conditions. The geotechnical analysis will likely significantly impact the final location and geometrics of the roadway section, including any mitigation that may be required as part of the construction efforts.

Estimated Task 7 Fee \$25,610

PROPOSED PROJECT FEE

The total estimated fee for the above-described scope of services is \$199,501. Additional work required beyond the scope listed above will require a task order amendment. Houston Engineering, Inc. (with assistance from Braun Intertec, Inc.) will perform the services as outlined above. Tasks will be performed in accordance with the hourly rates outlined in our 2023-2025 Master Professional Services Agreement.

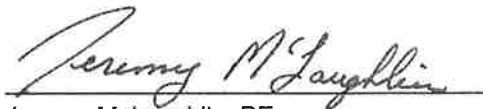
Schedule:

The work outlined in this proposal will be completed in a timely manner and will commence upon receipt of a Task Order from the City of Fargo in accordance with the 2023-2025 Master Professional Services Agreement between Owner and Consultant. We anticipate that the final report will be delivered in November of 2023 with an interim commission meeting presentation occurring in September of this year.

We appreciate the opportunity to work with the City again and look forward to assisting you with this project.

Sincerely,

HOUSTON ENGINEERING, INC.



Jeremy McLaughlin, PE
Sr Project Manager | VP

Direct: 701.499.2065

jmclaughlin@houstoneng.com

H:\JBN\6000\6059\6059_0213 North Broadway Bridge Feas+IPM\Scope and Fee\Draft Scope and Fee.docx



Braun Intertec Corporation
526 10th Street NE, Suite 300
P.O. Box 485
West Fargo, ND 58078

Phone: 701.232.8701
Fax: 701.232.7817
Web: braunintertec.com

June 2, 2023

Proposal QTB179064

Jeremy McLaughlin, PE
Houston Engineering, Inc.
1401 21st Avenue North
Fargo, ND 58102

Re: Proposal for an Updated Geotechnical Evaluation Report
North Broadway Bridge
Broadway and the Red River
Fargo, North Dakota

Dear Mr. McLaughlin:

Braun Intertec Corporation respectfully submits this proposal to update our November 22, 2019, Geotechnical Evaluation Report for the North Broadway Bridge with additional information collected since its publication.

Background

The North Broadway Bridge is a 3-span bridge supported on abutments and two interior piers. The bridge was built in 1990. Since that time, the bridge's substructure has experienced distress from ground movement associated with riverbank instability. The bridge was repaired in 2000 to mitigate movement of the bridge piers relative to the bridge deck. Inspection reports from the last two years have noted the bridge to be "Structurally Deficient", exhibiting "some substructure movement", and "shifting northward". The movement has created structural concerns that warrant inspection, observation, monitoring, measurement, and documentation for public safety, identification of the forces causing the movement, and further evaluation of mitigation actions.

Between 2018 and 2019 we completed a geotechnical evaluation for SRF Consulting Group, Inc. (SRF), to help them, the City of Fargo, and Clay County determine the sources of bridge substructure distress and develop plans for the noted repairs and additional measures capable of resisting or accommodating future ground movement. Our scope of work included a desktop study of available geotechnical and structural information, a reconnaissance of the bridge and surrounding area, standard penetration test (SPT) borings and cone penetration test (CPT) soundings, instrumentation (slope inclinometer casings and vibrating wire piezometers) installation and monitoring, and bank stability analyses. Our slope inclinometer casings specifically detected shear at depths between 10 and 40 feet.

Our findings, presented in our November 22, 2019, Geotechnical Evaluation Report published under Braun Intertec Project B1803205, showed the riverbank and bridge vulnerable to ground movement under post-flood drawdown and low flow elevations. We provided geotechnical parameters for the design of structure repairs and other preventative measures and recommended further topographic and bathymetric surveying to refine our analyses and derived parameters.

AA/EOE

Purpose

The purpose of our updated geotechnical evaluation will be to apply past and current geotechnical and structural information to a geotechnical assessment of bridge modifications based on geotechnical considerations including: (1) stable versus unstable riverbank geometries, (2) the presence of failed riverbank sections, and (3) setbacks for bridge structures – specifically abutments – to isolate them from riverbank instability. We understand this may result in the bridge being lengthened, relocated, etc.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Document Review

We will review documents available from SRF or others subsequent to our November 22, 2019, Geotechnical Evaluation Report. We may also discuss that content and our perspective on it with Houston Engineering, Inc., the City of Fargo, Clay County, and others with design experience in the area.

Site Reconnaissance

Charles Hubbard, PE, will perform a reconnaissance of the bridge and surrounding area. Chuck has evaluated riverbank conditions in the area for 15 years and performed the analyses to support our November 22, 2019, Geotechnical Evaluation Report. During the reconnaissance, we will observe and document evidence of riverbank instability and bridge structure distress, and evaluate the condition of previously installed instrumentation.

Analytical Modeling and Mitigation Analyses

We will update our previous analytical models to reflect existing conditions and use them to evaluate riverbank modifications or bridge realignment options that mitigate the risk that riverbank failures have on the bridge. We may request coordinates for new cross sections.

We request that Houston confirm that they or others have or can obtain current topography and bathymetry for areas extending 500 feet north and 250 feet south of the existing bridge.

Reporting

Data obtained from our document review, site reconnaissance, and analytical modeling/mitigation analyses will be summarized within a report that includes:

- A CAD sketch showing project limits and details.
- A summary of current project conditions.
- Logs of previously completed borings.
- Updated instrumentation graphs where current data can be retrieved.
- Analytical results.
- Geometric guidance for bridge realignment or relocation.

Houston Engineering, Inc.
Proposal QTB179064
June 2, 2023
Page 3

One electronic copy of our report will be submitted to you upon completion. At your request, hard copies of our report can be provided for you and other project team members. If you anticipate that hard copies will be needed, please request them prior to the report being completed so we can prepare a copy list for the recipients and distribute the reports expediently.

Fees

We will furnish the services described in this proposal on a time and materials basis for an estimated fee of \$24,745. We are attaching a tabulation showing hourly and/or unit rates associated with our proposed scope of services.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

Additional Services

We have not included any costs to perform additional geotechnical exploration or laboratory work as we are not confident of the cost-benefit of additional exploration. Costs for this work will be provided if during the site reconnaissance or document review it becomes evident that we may be able to provide additional cost benefit to the project by doing more exploration and laboratory testing.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

Houston Engineering, Inc.
Proposal QTB179064
June 2, 2023
Page 4

We will provide our services under the terms of the Our May 24, 2021, Subconsultant Master Services Agreement with Houston Engineering, Inc.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact us at 701.205.2515.

Sincerely,

BRAUN INTERTEC CORPORATION



Ezra Ballinger, PE
Director, Principal Engineer

Charles D. Hubbard, PE, PG
Technical Leader, Principal Engineer - Geologist

Attachments:
Project Proposal QTB179064

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



The Science You Build On.

Project Proposal

QTB179064

Broadway Bridge Updated Analysis

Client:

Houston Engineering, Inc.
Jeremy McLaughlin
1401 21st Avenue North
Fargo, ND 58102

Work Site Address:

Broadway at the Red River
Fargo, ND 58102

Service Description:

Geotechnical Evaluation

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Geotechnical Evaluation				
Activity 1.1	Geotechnical Evaluation				\$24,745.00
130	Principal Engineer	50.00	Hour	267.00	\$13,350.00
126	Project Engineer	50.00	Hour	200.00	\$10,000.00
138	Project Assistant	5.00	Hour	113.00	\$565.00
125	Project Control Specialist	5.00	Hour	161.00	\$805.00
1871	GEO Trip Charge	1.00	Each	25.00	\$25.00
Phase 1 Total:					\$24,745.00

Proposal Total:	\$24,745.00
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COVER SHEET
CITY OF FARGO PROJECTS

(10)

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

Exact, full name of project as it will appear in the contract:

Demolition, Levee Construction, Site Restoration & Incidentals

Project No. FM-15-F

Call For Bids	<u>June 26</u>	, <u>2023</u>
Advertise Dates	<u>July 5, 12 & 19</u>	, <u>2023</u>
Bid Opening Date	<u>August 2</u>	, <u>2023</u>
Substantial Completion Date	<u>June 14</u>	, <u>2024</u>
Final Completion Date	<u>July 15</u>	, <u>2024</u>

<u>N/A</u>	PWPEC Report (Part of 2023 CIP)
<u>X</u>	Engineer's Report (Attach Copy)
<u>X</u>	Direct City Auditor to Advertise for Bids
<u>X</u>	Bid Quantities (Attach Copy for Auditor's Office Only)
<u>N/A</u>	Notice to Property Owners (Dan Eberhardt)
<u>X</u>	WIFIA Language Included

Project Engineer Christine Goldader

Phone No. (701) 241-1545

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

<u>N/A</u>	Create District (Attach Copy of Legal Description)
<u>N/A</u>	Order Plans & Specifications
<u>N/A</u>	Approve Plans & Specifications
<u>N/A</u>	Adopt Resolution of Necessity
<u>N/A</u>	Approve Escrow Agreement (Attach Copy for Commission Office Only)
<u>N/A</u>	Assessment Map (Attach Copy for Auditor's Office Only)



ENGINEER'S REPORT
DEMOLITION, LEVEE CONSTRUCTION, SITE
RESTORATION & INCIDENTALS
PROJECT NO. FM-15-F
#714 HACKBERRY DRIVE SOUTH

Nature & Scope

This project is for the removal of one residential structure, sewer and water service closures, levee construction & site restoration at 714 Hackberry Drive South.

Purpose

The structure will be removed for flood mitigation. Removal of the flood prone structure will allow the City to protect private property as well as public infrastructure.

Feasibility

The estimated cost of construction is \$170,020.00. The cost breakdown is as follows:

Flood Sales Tax Fund 460

Construction Cost		\$170,020.00
Fees		
Contingency	10%	\$17,002.00
Total Estimated Cost		\$187,022.00

Funding

Sales Tax Funds - Flood Control - 460	100.00%	\$187,022.00
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Miscellaneous Costs

Permanent ROW and Easements		\$1,137,096.00
Outside Engineering		\$25,000.00

Total Miscellaneous Costs		\$1,162,096.00
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Funding

Sales Tax Funds - Flood Control - 460	100.00%	\$1,162,096.00
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Project Funding Summary

Sales Tax Funds - Flood Control - 460	100.00%	\$1,349,118.00
Total Estimated Project Cost		\$1,349,118.00

This project does not have any alternate or optional containers.

We believe this project to be cost effective.




Thomas Knakmuhs, PE
Assistant City Engineer



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Engineering Department

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov

www.FargoND.gov

June 21, 2023

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. UN-23-B2

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, June 21, 2023, for New Utility Construction, Project No. UN-23-B2, located at Sanitary Sewer Lift Station 53 Force Main near 44th Avenue South and 45th Avenue South between Drain 27 and 45th Street South.

The bids were as follows:

Ryan Contracting	\$872,126.00
J.R. Ferche Inc	\$953,620.00
R & R Excavating, Inc.	\$1,158,380.93
Key Contracting Inc	\$1,190,592.00
Master Construction Co Inc	\$1,377,170.00
R L Larson Excavating Inc	\$1,430,660.00
Engineers Estimate	\$1,180,582.50

Private financial security is not
needed.

No protests have been received.

This office recommends award of the contract to Ryan Contracting. in the amount of \$872,126.00 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE
Assistant City Engineer



Engineer's Statement Of Cost
Project # UN-23-B2
New Utility Construction

Sanitary Sewer Lift Station 53 Force Main near 44th Avenue
 South and 45th Avenue South between Drain 27 and 45th Street
 South

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 Assistant City Engineer for the City of Fargo, North Dakota;

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

New Utility Construction Project # UN-23-B2 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Miscellaneous					
1	Topsoil - Strip & Spread	LS	1.00	40,000.00	40,000.00
2	Mulching Type 1 Hydro	SY	15,000.00	0.42	6,300.00
3	Seeding Type A	SY	10,000.00	0.25	2,500.00
4	Seeding Type B	SY	5,000.00	0.55	2,750.00
5	Stormwater Management	LS	1.00	3,000.00	3,000.00
6	Temp Construction Entrance	EA	4.00	1,000.00	4,000.00
7	Sediment Control Log 6" to 8" Dia	LF	400.00	3.00	1,200.00
8	Inlet Protection - Existing Inlet	EA	8.00	185.00	1,480.00
9	Remove Sidewalk All Thicknesses All Types	SY	68.00	20.00	1,360.00
10	F&I Sidewalk 6" Thick Reinf Conc	SY	44.00	130.00	5,720.00
11	F&I Pavement 8" Thick Reinf Conc	SY	206.00	206.00	42,436.00
12	Traffic Control - Type 1	LS	1.00	5,000.00	5,000.00
Miscellaneous Total					115,746.00
Sanitary Sewer					
13	Repair Manhole Floor & Invert	EA	1.00	5,000.00	5,000.00
14	F&I Manhole w/Int Drop 6' Dia Reinf Conc	EA	1.00	50,000.00	50,000.00
15	F&I Manhole Air Release 6' Dia Reinf Conc	EA	1.00	35,000.00	35,000.00
16	F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	1,000.00	0.01	10.00
17	Plug Pipe 12" Dia	EA	2.00	1,000.00	2,000.00
18	Connect Pipe to Exist Pipe	EA	2.00	20,000.00	40,000.00
19	F&I Pipe SDR 35 - 18" Dia PVC	LF	43.00	250.00	10,750.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
20	Bore Force Main 12" Dia	LF	903.00	200.00	180,600.00
21	Bore Force Main 16" Dia	LF	160.00	300.00	48,000.00
22	F&I Force Main - Locator Pedestal	EA	6.00	250.00	1,500.00
23	F&I Force Main - Fittings	LB	688.00	15.00	10,320.00
24	F&I Force Main 12" Dia	LF	60.00	250.00	15,000.00
25	F&I Force Main 16" Dia	LF	2,267.00	150.00	340,050.00
Sanitary Sewer Total					738,230.00
Street Lights					
26	Relocate Street Light	EA	2.00	2,000.00	4,000.00
27	F&I Base 6' Deep Reinf Conc	EA	1.00	2,500.00	2,500.00
28	F&I Base 7' Deep Reinf Conc	EA	1.00	2,800.00	2,800.00
29	Remove Base	EA	2.00	2,000.00	4,000.00
30	F&I Conductor #6 USE Cu	LF	950.00	3.00	2,850.00
31	F&I Innerduct 1.5" Dia	LF	20.00	100.00	2,000.00
Street Lights Total					18,150.00
Total Construction in \$					872,126.00
		Engineering	6.00%	52,327.56	
		Admin	4.00%	34,885.04	
		Legal	3.00%	26,163.78	
		Interest	4.00%	34,885.04	
		Contingency	10.00%	87,212.60	
		Misc. Costs		97,900.00	
		Total Estimated Costs		1,205,500.02	
		Utility Funds - Wastewater - 521		1,205,500.02	
		Unfunded Costs		0.00	

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

Date: 06/21/2023

A handwritten signature in black ink, appearing to read 'TK', is written over a solid horizontal line.

Thomas Knakmuhs
Assistant City Engineer



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-21-C1

Type: Change Order #6

Location: 21st Ave S, 15th St to Gold Dr

Date of Hearing: 6/19/2023

RoutingDate

City Commission

6/26/2023

PWPEC File

X

Project File

Aaron Edgar

The Committee reviewed the accompanying correspondence from Project Manager, Aaron Edgar, regarding Change Order #6 in the amount of \$5,793.55 for additional work.

Staff is recommending approval of Change Order #6 in the amount of \$5,793.55, bringing the total contract amount to \$3,195,438.58.

On a motion by Ben Dow, seconded by Steve Dirksen, the Committee voted to recommend approval of Change Order #6 to Border States Paving.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #6 in the amount of \$5,793.55, bringing the total contract amount to \$3,195,438.58, to Border States Paving.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Utility Funds, Sales Tax, State & 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/AN/AN/ACOMMITTEE

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

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Michael Redlinger, City Administrator

Ben Dow, Director of Operations

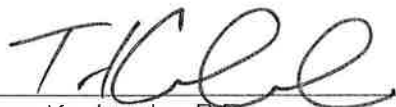
Steve Sprague, City Auditor

Brenda Derrig, City Engineer

Susan Thompson, Interim Finance Director

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Aaron Edgar, Project Manager
Date: June 14, 2023
Re: Improvement District No. BR-21-C1 – Change Order #6

Background:

Border States Paving, Inc. is the Prime Contractor for Improvement District BR-21-C1 on 21st Avenue South from 15th Street to Gold Drive.

The attached Change Order in the amount of \$5,793.55 (0.18% of the original contract), which increases the total contract amount to \$3,195,438.58 is for additional work as shown on Change Order #6.

Change Order #6:

- 1.) Due to safety concerns, the Contractor extended the existing pedestrian bridge fence an additional 35'. The additional fence runs along the new bike path that was installed. The Contractor is requesting \$5,793.55 for this additional work.

Recommended Motion:

Approve Change Order #6 in the amount of \$5,793.55.

ADE/jmg



CHANGE ORDER REPORT
WATER MAIN REPLACEMENT, STORM SEWER, STREET RECONSTRUCTION & INCIDENTALS
IMPROVEMENT DISTRICT NO. BR-21-C1
ON 21ST AVENUE SOUTH FROM GOLD DRIVE TO THE EAST SIDE OF 15TH STREET.

Change Order No 6 **Change Order Date** 6/3/2023
Contractor Border States Paving 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 # 6

The Contractor extended the existing pedestrian bridge fence an additional 35 LF.

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 6	118	F&I Fence	LF	0	0	0	35	35	\$165.53	\$5,793.55
Change Order 6 Sub Total										\$5,793.55

Summary

Source Of Funding
Net Amount Change Order # 6 (\$)
Previous Change Orders (\$)
Original Contract Amount (\$)
Total Contract Amount (\$)

Waste Water Utility, Water utility, Sales Tax, State Funds, Special Assessments
\$5,793.55
\$92,423.75
\$3,097,221.28
\$3,195,438.58

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

APPROVED
For Contractor
Title

Joel Pava
Border States Paving Inc
Area Manager

APPROVED DATE
Department Head
Mayor
Attest

T. Cole

(13)

June 19, 2023

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

Re: Huynh KHA Property LLC
Water Main Easement - Improvement District #BR-23-A

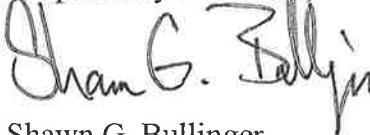
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original memorandum of Offer to Landowner document for the acquisition of a permanent water main easement in association with Improvement District #BR-23-A. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a permanent water main easement from **Huynh KHA Property LLC** in association with Improvement District #BR-23-A and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement document on behalf of the City of Fargo.

Please return the signed originals

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Kasey McNary
Brenda Derrig

City of Fargo, Engineering Department

Project BR-23-A	County Cass	Parcel(s) 01-8769-00500-000
Landowner Huynh KHA Property LLC		
Mailing Address 1425 Main Ave Fargo, ND 58103		

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

The easterly 20.00 feet of Lot 1, Block 1, HUYNH KHA ADDITION to the City of Fargo.

Said tract contains 1,805 square feet, more or less.

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 8,140.00 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	\$	8,140.00
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	8,140.00

*Description of Damages to Remainder are as follows:

Owner Signature _____

Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger

Land Acquisition Specialist, City of Fargo

Owner Signature

Signature hereby constitutes acceptance of offer as presented above.

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

Timothy J. Mahoney

MAYOR

SIGNATURE

DATE _____

PERMANENT EASEMENT
(Water Main)

KNOW ALL MEN BY THESE PRESENTS that **HUYNH KHA PROPERTY, LLC**, 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, under, upon and in the land hereinafter described for the purpose of constructing, operating, maintaining and repairing a water main, together with the customary appurtenances, said tract being more particularly described as follows:

A tract of land in the Northeast Quarter of Section 12, Township 139 North, Range 49 West of the 5th Principal Meridian, City of Fargo, Cass County, North Dakota more particularly described as follows:

The easterly 20.00 feet of Lot 1, Block 1, HUYNH KHA ADDITION to the City of Fargo.

Said tract contains 1,805 square feet, more or less.

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

Grantor, its successors and assigns, further agree that it will not disturb, injure, molest or in any manner interfere with said water main and customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees or other obstacles of any kind, with the exception of the existing parking lot and fenced garbage enclosure, shall be placed or located upon the tract so as to interfere in any manner with the construction, operation, maintenance or repair of said water main including customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said water main and customary appurtenances was begun. Grantee shall be permitted to remove any portion of the existing parking lot and fenced garbage enclosure to perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made, and Grantee shall be responsible for restoring the parking lot and garbage enclosure to as good a condition as existed prior to removal by Grantee.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this ____ day of _____, 2023.

GRANTOR:

HUYNH KHA PROPERTY, LLC

By: John Huynh, Owner

By: Sarah Huynh, Owner

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 2023, before me, a notary public in and for said county and state, personally appeared John Huynh and Sarah Huynh to me known to be the owners of HUYNH KHA PROPERTY, LLC, and that they executed the within and foregoing instrument, and acknowledged to me that they executed 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 _____, 2023, 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:
Engineering Department
City of Fargo
225 4th Street North
Fargo, ND 58102

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



14

Engineering Department

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov

www.FargoND.gov

June 21, 2023

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. PR-23-G1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, June 21, 2023, for Asphalt Mill & Overlay, Improvement District No. PR-23-G1, located on 42nd Street South from Main Avenue to 13 1/2 Avenue South, 17th Avenue South from 42nd Street South to 45th Street, and 27th Avenue South from University Drive South to 25th Street South.

The bids were as follows:

Border States Paving Inc	\$1,499,056.13
FM Asphalt LLC	\$1,636,207.75
Northern Improvement Co	\$1,988,682.08
Engineers Estimate	\$1,487,572.25

Private financial security is not
needed.

No protests have been received.

This office recommends award of the contract to Border States Paving Inc. in the amount of \$1,499,056.13 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE
Assistant City Engineer



Engineer's Statement Of Cost
Improvement District # PR-23-G1
Asphalt Mill & Overlay

Section 1 - 42nd St S from Main to 13 1/2 Ave S Section 2 - 17th Ave S from 42nd St S to 45th St S Section 3 - 27th Ave S from University Dr S to 25th St S.

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 Assistant City Engineer for the City of Fargo, North Dakota;

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

Asphalt Mill & Overlay Improvement District # PR-23-G1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Section 1					
1	Repair Inlet	EA	2.00	561.00	1,122.00
2	Adjust Curb & Gutter - Mud/Sand Jack	LF	500.00	15.30	7,650.00
3	Rem & Repl Curb & Gutter	LF	250.00	72.50	18,125.00
4	Adjust Driveway - Mud/Sand Jack	SF	500.00	4.10	2,050.00
5	Rem & Repl Driveway 7" Thick Reinf Conc	SY	25.00	149.00	3,725.00
6	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	3,733.00	80.50	300,506.50
7	Casting to Grade - no Conc	EA	23.00	315.00	7,245.00
8	GV Box to Grade - no Conc	EA	14.00	68.30	956.20
9	Rem & Repl Pavement 6" Thick Asph	SY	600.00	122.00	73,200.00
10	Mill / Grind Asphalt Pvmnt Along Curb	LF	9,196.00	3.00	27,588.00
11	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	5,760.00	4.00	23,040.00
12	Sodding	SY	100.00	63.30	6,330.00
13	Paint Epoxy Line 4" Wide	LF	15,305.00	3.25	49,741.25
14	Paint Epoxy Line 8" Wide	LF	2,206.00	7.55	16,655.30
15	Paint Epoxy Line 16" Wide	LF	60.00	22.50	1,350.00
16	Paint Epoxy Line 24" Wide	LF	258.00	24.50	6,321.00
17	Paint Epoxy Message	SF	752.00	25.50	19,176.00
18	Traffic Control - Type 1	LS	1.00	64,900.00	64,900.00
19	F&I Detection Sawed-In Loop	EA	14.00	4,080.00	57,120.00
Section 1 Total					686,801.25
Section 2					

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
20	Rem & Repl Curb & Gutter	LF	250.00	72.50	18,125.00
21	Rem & Repl Driveway 7" Thick Reinf Conc	SY	25.00	149.00	3,725.00
22	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2,000.00	80.50	161,000.00
23	Rem & Repl Casting - Self Leveling	EA	3.00	2,250.00	6,750.00
24	Casting to Grade - no Conc	EA	1.00	280.00	280.00
25	GV Box to Grade - no Conc	EA	2.00	89.70	179.40
26	Rem & Repl Pavement 6" Thick Asph	SY	400.00	113.00	45,200.00
27	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	14,890.00	3.00	44,670.00
28	Sodding	SY	50.00	63.30	3,165.00
29	Paint Epoxy Line 4" Wide	LF	6,863.00	3.25	22,304.75
30	Paint Epoxy Line 8" Wide	LF	1,598.50	7.55	12,068.68
31	Paint Epoxy Line 16" Wide	LF	38.00	22.50	855.00
32	Paint Epoxy Line 24" Wide	LF	136.00	24.50	3,332.00
33	Paint Epoxy Message	SF	462.00	25.50	11,781.00
34	Traffic Control - Type 1	LS	1.00	56,800.00	56,800.00
35	F&I Detection Sawed-In Loop	EA	4.00	4,080.00	16,320.00
Section 2 Total					406,555.83
Section 3					
36	Repair Inlet	EA	2.00	561.00	1,122.00
37	F&I Repair Band 4" thru 12" Dia	EA	2.00	1,350.00	2,700.00
38	Adjust Curb & Gutter - Mud/Sand Jack	LF	1,000.00	15.30	15,300.00
39	Rem & Repl Curb & Gutter	LF	500.00	71.40	35,700.00
40	Remove Sidewalk All Thicknesses All Types	SY	10.00	20.40	204.00
41	Adjust Driveway - Mud/Sand Jack	SF	2,000.00	4.10	8,200.00
42	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	143.00	7,150.00
43	F&I Det Warn Panels Cast Iron	SF	8.00	61.20	489.60
44	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2,690.00	80.50	216,545.00
45	Casting to Grade - no Conc	EA	7.00	288.00	2,016.00
46	GV Box to Grade - no Conc	EA	7.00	68.20	477.40
47	Rem & Repl Pavement 9" Thick Asph	SY	500.00	76.80	38,400.00
48	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	20,781.00	3.00	62,343.00
49	Sodding	SY	100.00	63.30	6,330.00
50	Paint Epoxy Line 4" Wide	LF	244.00	3.25	793.00
51	Paint Epoxy Line 8" Wide	LF	61.00	7.55	460.55
52	Paint Epoxy Line 16" Wide	LF	55.00	22.50	1,237.50

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
53	Paint Epoxy Line 24" Wide	LF	90.00	24.50	2,205.00
54	Paint Epoxy Message	SF	32.00	25.50	816.00
55	Traffic Control - Type 1	LS	1.00	3,210.00	3,210.00
Section 3 Total					405,699.05
Total Construction in \$					1,499,056.13
Engineering				10.00%	149,905.61
Admin				4.00%	59,962.25
Legal				3.00%	44,971.68
Interest				4.00%	59,962.25
Contingency				5.00%	74,952.81
Total Estimated Costs					1,888,810.73
Special Assessments					944,405.37
Sales Tax Funds - Infrastructure - 420					944,405.36
Unfunded Costs					0.00

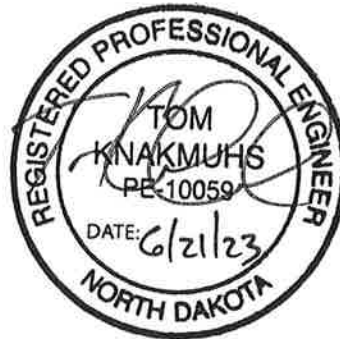
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 06/21/2023



Thomas Knakmuhs

Assistant 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

June 21, 2023

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. UR-23-A1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, June 21, 2023, for Utility Rehab/Reconstruction, Improvement District No. UR-23-A1, located on Area 1 - Kirsten Lane from 25th Street South to 27th Street South. Area 2A - 14th Avenue South, 14th 1/2 Street South to 15th Street South and 14th 1/2 Street South from 14th Avenue South and north 1/2 block. Area 2B 14th Avenue South from 15th Street South to 16th Street South and 15th Street South from 14th Avenue South and north 1/2 block.

The bids were as follows:

SJ Louis Construction, Inc.	\$358,724.00
InsituForm Technologies USA	\$559,669.94

Engineers Estimate	\$562,600.00
--------------------	--------------

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to SJ Louis Construction, Inc. in the amount of \$358,724.00 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE

Assistant City Engineer



Engineer's Statement Of Cost
Improvement District # UR-23-A1
Utility Rehab/Reconstruction

Area 1 Kirsten Lane Area from 25th St S to 27 St S. Area 2A 14 Ave S 14 1/2 St S to 15 St S and 14 1/2 St S from 14 Ave S and north 1/2 block. Area 2B 14 Ave S from 15 St S to 16 St S and 15 St S from 14 Ave S and north 1/2 block.

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 Assistant City Engineer for the City of Fargo, North Dakota;

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

Utility Rehab/Reconstruction Improvement District # UR-23-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Site 1					
1	Mobilization	LS	1.00	32,000.00	32,000.00
2	Topsoil - Strip & Spread	LS	1.00	2,156.00	2,156.00
3	Traffic Control - Type 1	LS	1.00	2,856.00	2,856.00
4	Inlet Protection - Existing Inlet	EA	7.00	162.00	1,134.00
5	F&I Pipe Liner 36" Dia Gravity CIPP	LF	420.00	230.00	96,600.00
6	F&I Pipe Liner 24" Dia Gravity CIPP	LF	230.00	177.00	40,710.00
7	F&I Pipe Liner 18" Dia Gravity CIPP	LF	80.00	303.00	24,240.00
8	Repair Inlet Floor & Invert	EA	7.00	1,078.00	7,546.00
9	Seeding Type B	SY	150.00	8.00	1,200.00
10	Mulching Type 1 Hydro	SY	150.00	8.00	1,200.00
Site 1 Total					209,642.00
Site 2A & 2B					
11	Mobilization	LS	1.00	32,000.00	32,000.00
12	Topsoil - Strip & Spread	LS	1.00	2,156.00	2,156.00
13	Traffic Control - Type 1	LS	1.00	2,630.00	2,630.00
14	Inlet Protection - Existing Inlet	EA	12.00	162.00	1,944.00
15	F&I Pipe Liner 12" Dia Gravity CIPP	LF	400.00	75.00	30,000.00
16	F&I Pipe Liner 15" Dia Gravity CIPP	LF	1,050.00	65.00	68,250.00
17	Repair Inlet Floor & Invert	EA	9.00	1,078.00	9,702.00
18	Seeding Type B	SY	150.00	8.00	1,200.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
19	Mulching Type 1 Hydro	SY	150.00	8.00	1,200.00
Site 2A & 2B Total					149,082.00
Total Construction in \$					358,724.00
Engineering					10.00% 35,872.40
Admin					4.00% 14,348.96
Legal					3.00% 10,761.72
Interest					4.00% 14,348.96
Contingency					5.00% 17,936.20
Total Estimated Costs					451,992.24
Special Assessments					225,996.12
Utility Funds - Stormwater - 524					225,996.12
Unfunded Costs					0.00

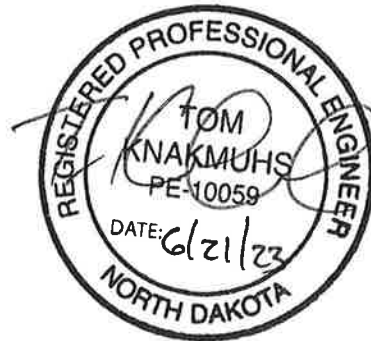
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 06/21/2023



Thomas Knakmuhs

Assistant City Engineer





June 22, 2023

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

Re: Pipeline Easement – Project No. VF-23-B1

Dear Commissioners:

Accompanying for City Commission review and approval is an original pipeline easement from the Municipal Airport Authority of the City of Fargo in association with Project No. VF-23-B1.

RECOMMENDED MOTION:

Approve pipeline easement from the Municipal Airport Authority of the City of Fargo.

Please return the signed original.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Nathan Boerboom
James Hausauer
Kasey McNary

PIPELINE EASEMENT

THIS EASEMENT is made this ____ day of _____, 2023, by the Municipal Airport Authority of the City of Fargo, a North Dakota political subdivision, with a post office address of PO Box 2845, Fargo, North Dakota 58108-2845 ("Grantor"); and the City of Fargo, a North Dakota municipal corporation, with a post office address of 225 - 4th Street North, Fargo, North Dakota 58102 ("Grantee").

RECITALS

A. Grantee and Cass Rural Water Users District are in the process of jointly developing, constructing, and improving water supply project in certain portions of Cass County, North Dakota (the "Project").

B. Grantor owns certain real property in the vicinity of the Project, an area where Grantee will have to install, construct, operate, and maintain underground pipelines and associated appurtenances.

C. Grantor has agreed to convey to Grantee a permanent easement and a temporary construction easement, as more specifically described below, for purposes of installing, constructing, operating, and maintaining underground pipelines and associated appurtenances to accommodate the Project.

D. Grantor agrees to grant and convey to Grantee a permanent easement and a temporary construction easement in, on, under, through, over, and across the property described below, subject to the terms and conditions contained in this Easement.

In consideration of the mutual covenants contained in this Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **The Easement Property.** Grantor grants and conveys to Grantee a permanent easement, including the easement rights described in this Easement, in, on, under, through, over, and across the following real property in Cass County, North Dakota:

See attached **Exhibit A.**

The property described above is, collectively, the "Permanent Easement Property." True and accurate copies of Certificates of Survey of the Permanent Easement Property are attached as **Exhibit C** (collectively, the "Surveys").

2. **Easement Rights.** Under this Easement, Grantor grants to Grantee, and Grantee's officers, employees, agents, representatives, consultants, and contractors, this permanent and perpetual easement in, on, under, through, over, and across the Easement Property for the following purposes: ingress and egress; constructing, installing, inspecting, maintaining, reconstructing, altering, repairing, replacing, operating, improving, modifying, and removing water pipelines and all associated appurtenances; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, and other materials; storing and removing equipment, materials, and supplies; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Easement Property; and the right to perform any other work necessary and incident to the construction, installation, inspection, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, and removal of water pipelines and all associated appurtenances, together with all necessary and reasonable rights of ingress and egress to and from the Easement Property.

3. **Easement Runs With the Easement Property.** This Easement, and all covenants, terms, conditions, provisions, and undertakings created under this Easement, are perpetual and will run with the Easement Property, and will be binding upon Grantor's heirs, successors, and assigns.

4. **Temporary Construction Easement.** In addition to the permanent easement rights granted to Grantee under this Easement, Grantor also grants and conveys to Grantee a temporary easement, in, on, through, over, and across the following real property in Cass County, North Dakota:

See attached **Exhibit B.**

The property described above is, collectively, the "Temporary Easement Property." The Surveys attached as **Exhibit C** include true and accurate copies of Certificates of Survey of the Temporary Construction Easement Property. Grantee, and Grantee's officers, employees, agents, representatives, consultants, and contractors, may enter upon the Temporary Easement Property for purposes of the initial installation and construction of Grantee's water lines and associated appurtenances. Grantee's temporary construction easement rights in the Temporary Easement Property will expire three years from the date of this Easement, or upon final installation of the water lines and appurtenant facilities, whichever occurs sooner. Grantee will return the Temporary Easement Property to its previous condition upon the expiration of the Grantee's temporary

*City of Fargo
Municipal Airport Authority of the City of Fargo
Pipeline Easement*

easement rights, or upon Grantee's completion of installation, whichever occurs sooner, ordinary wear and tear excepted and taking into consideration the nature of Grantee's activities.

5. **Easement Property.** The property described above as the "Permanent Easement Property" and as the "Temporary Easement Property" is collectively referred to as the "Easement Property."

6. **Forbearance or Waiver.** The failure or delay of Grantee to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this Easement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

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

8. **Severability.** If any court of competent jurisdiction finds any provision or part of this Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Easement, and all remaining terms and provisions of this Easement will remain binding and enforceable.

9. **Entire Agreement.** This Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes all other previous oral or written agreements between the parties.

10. **Modifications.** Any modifications or amendments of this Easement must be in writing and signed by Grantor and Grantee, and must be recorded in the Cass County Recorder's Office.

11. **Headings.** Headings in this Easement are for convenience only and will not be used to interpret or construe its provisions.

[Signatures appear on the following pages.]


City of Fargo
Municipal Airport Authority of the City of Fargo
Pipeline Easement

Page 4

**THE MUNICIPAL AIRPORT AUTHORITY
OF THE CITY OF FARGO**

By: 
John Cosgriff, Chair

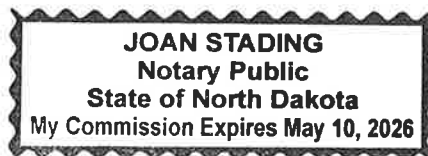
ATTEST:


Shawn A. Dobberstein, A.A.E.
Executive Director

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

On this 2nd day of May, 2023, before me, a notary public in and for said county and state, personally appeared John Cosgriff and Shawn A. Dobberstein, A.A.E., to me known to be the Chair and Executive Director, respectively, of the Municipal Airport Authority of the City of Fargo, a North Dakota political subdivision, and who executed the foregoing instrument and acknowledged to me that they executed the same on behalf of the Municipal Airport Authority of the City of Fargo.

(SEAL)




Notary Public, Cass County, ND

CITY OF FARGO

By:

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared Timothy J. Mahoney, M.D., and Steven Sprague, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, a North Dakota municipal corporation, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the City of Fargo.

Notary Public, Cass County, ND

(SEAL)

EXHIBIT A**Legal Descriptions of the Permanent Easement Property****SECTION 13 PERMANENT EASEMENTS**

That part of the Northwest Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Northeast Corner of the Northwest Quarter (NW1/4) of Section 13; thence S02°46'15"E on the east line of said NW1/4 a distance of 2,264.95 feet to the Point of Beginning; thence S88°33'59"W a distance of 421.22 feet; thence N02°03'45"W a distance of 2,152.70 feet; thence S88°18'40"W a distance of 1,017.25 feet to the east line of the Cass County Drain No. 10 Easement as described in Doc. 1139461, Cass County Recorder's Office, and there terminating.

The sidelines of said easement shall be lengthened or shortened to intersect with the east line of said NW1/4 and east line of said Cass County Drain No. 10 Easement. The north and east sidelines of said easement abut the south and west sidelines of the City of Fargo Watermain Easement as described in Doc. 1228697, Cass County Recorder's Office.

Said easement contains 2.47 acres, more or less.

AND

That part of the Northeast Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Northwest Corner of the Northeast Quarter (NE1/4) of Section 13; thence S02°46'15"E on the west line of said NE1/4 a distance of 2,264.95 feet to the Point of Beginning; thence N88°33'59"E a distance of 378.15 feet; thence S31°45'35"E a distance of 344.03 feet; thence N88°10'37"E a distance of 132.70 feet; thence S31°45'35"E a distance of 96.30 feet to the south line of said NE1/4, and there terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the west and south lines of said NE1/4. The north sideline of the first call of said easement abuts the south sideline of the City of Fargo Watermain Easement as described in Doc. 1228696, Cass County Recorder's Office. The easterly and north sidelines of the second, third, and fourth calls of said easement abut the westerly and south lines

of the City of Fargo Watermain Easement as described in Doc. 1611124, Cass County Recorder's Office.

Said easement contains 0.66 acres, more or less.

AND

That part of the Southeast Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Northeast Corner of the Southeast Quarter (SE1/4) of Section 13; thence S88°12'05"W on the north line of said SE1/4 a distance of 1,935.11 feet to the Point of Beginning; thence S31°45'35"E a distance of 947.17 feet; thence S01°47'16"E a distance of 1,736.78 feet to the north line of the 40th Avenue North right-of-way, and there terminating.

The sidelines of said easement shall be lengthened or shortened to intersect with the north line of said SE1/4 and north line of said 40th Avenue North right-of-way. The easterly sideline of the first call of said easement abuts the westerly sideline of the City of Fargo Watermain Easement as described in Doc. 1496874, Cass County Recorder's Office. The east sideline of the second call of said easement abuts the west sideline of the City of Fargo Watermain Easement as described in Doc. 1228698, Cass County Recorder's Office.

Said easement contains 1.85 acres, more or less.

SECTION 19 PERMANENT EASEMENTS

That part of the Northwest Quarter of Section 19, Township 140 North, Range 48 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Northwest Corner of the Northwest Quarter (NW1/4) of Section 19; thence S02°31'04"E on the west line of said NW1/4 a distance of 148.00 feet; thence N88°14'08"E a distance of 50.00 feet to the Point of Beginning; thence continuing N88°14'08"E a distance of 57.01 feet; thence S02°31'04"E parallel with said west line of the NW1/4 a distance of 2,482.09 feet to the south line of said NW1/4, and there terminating.

City of Fargo
Municipal Airport Authority of the City of Fargo
Pipeline Easement

The sidelines of said easement shall be lengthened or shortened to intersect with the south line of said NW1/4 and east line of the N University Dr right-of-way. The west sideline of said easement abuts the east sideline of the City of Fargo Sanitary Sewer Easement as described in Doc. 1274702, Cass County Recorder's Office.

Said easement contains 1.75 acres, more or less.

AND

That part of the Southwest Quarter of Section 19, Township 140 North, Range 48 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Northwest Corner of the Southwest Quarter (SW1/4) of Section 19; thence N86°46'44"E on the north line of said SW1/4 a distance of 107.01 feet to the Point of Beginning; thence S02°31'47"E parallel with the west line of said SW1/4 a distance of 398.12 feet; thence N87°27'55"E a distance of 806.68 feet; thence S81°32'05"E a distance of 157.23 feet; thence N87°27'55"E a distance of 252.85 feet; thence N80°23'19"E a distance of 116.37 feet; thence N55°23'19"E a distance of 111.92 feet to the west line of the 10th Street North right-of-way, and there terminating.

The sidelines of said easement shall be lengthened or shortened to intersect with the north line of said SW1/4 and west line of said 10th Street North right-of-way. The west sideline of the first call of said easement abuts east sideline of the City of Fargo Sanitary Sewer Easement as described in Doc. 1274703, Cass County Recorder's Office. The north sideline of the second call of said easement abuts the south sideline of the City of Fargo Watermain Easement as described in Doc. 1228700, Cass County Recorder's Office.

Said easement contains 1.27 acres, more or less.

SECTION 24 PERMANENT EASEMENT

That part of the Northeast Quarter of Section 24, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Northeast Corner of the Northeast Quarter (NE1/4) of Section 24; thence S02°31'04"E on the east line of said NE1/4 a distance of 148.01 feet; thence S88°03'04"W parallel with the north line of said NE1/4 a distance of 79.09 feet to the Point of Beginning; thence continuing S88°03'04"W parallel with said

City of Fargo
Municipal Airport Authority of the City of Fargo
Pipeline Easement

north line a distance of 1,419.02 feet; thence N01°47'16"W a distance of 83.18 feet to the south line of the 40th Avenue North right-of-way, and there terminating.

The sidelines of said easement shall be lengthened or shortened to intersect with the curve described in Right of Way Deed Doc. 168261, Cass County Recorder's Office and south line of said 40th Avenue North right-of-way. The north sideline of said easement abuts the south sideline of the City of Fargo Sanitary Sewer Easement as described in Doc. 1248461, Cass County Recorder's Office.

Said parcel contains 1.03 acres, more or less.

EXHIBIT B

Legal Descriptions of the Temporary Construction Easement Property

SECTION 13 TEMPORARY CONSTRUCTION EASEMENTS

That part of the Northwest Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

Commencing at the Northeast Corner of the Northwest Quarter (NW1/4) of Section 13; thence S02°46'15"E on the east line of said NW1/4 a distance of 2,264.95 feet to the Point of Beginning; thence S88°33'59"W a distance of 421.22 feet; thence N02°03'45"W a distance of 2,152.70 feet; thence S88°18'40"W a distance of 1,017.25 feet to the east line of the Cass County Drain No. 10 Easement as described in Doc. 1139461, Cass County Recorder's Office, and there terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the east line of said NW1/4 and east line of said Cass County Drain No. 10 Easement.

Said tract contains 1.24 acres, more or less.

AND

That part of the Northwest Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

Commencing at the Northeast Corner of the Northwest Quarter (NW1/4) of Section 13; thence S02°46'15"E on the east line of said NW1/4 a distance of 2,264.95 feet to the Point of Beginning; thence S88°33'59"W a distance of 421.22 feet; thence N02°03'45"W a distance of 2,152.70 feet; thence S88°18'40"W a distance of 1,017.25 feet to the east line of the Cass County Drain No. 10 Easement as described in Doc. 1139461, Cass County Recorder's Office, and there terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the east line of said NW1/4 and east line of said Cass County Drain No. 10 Easement.

Said tract contains 1.23 acres, more or less.

City of Fargo
Municipal Airport Authority of the City of Fargo
Pipeline Easement

AND

That part of the Northeast Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

Commencing at the Northwest Corner of the Northeast Quarter (NE1/4) of Section 13; thence S02°46'15"E on the west line of said NE1/4 a distance of 2,264.95 feet to the Point of Beginning; thence N88°33'59"E a distance of 378.15 feet; thence S31°45'35"E a distance of 344.03 feet; thence N88°10'37"E a distance of 132.70 feet; thence S31°45'35"E a distance of 96.30 feet to the south line of said NE1/4, and there terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the west and south lines of said NE1/4.

Said tract contains 0.31 acres, more or less.

AND

That part of the Northeast Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

Commencing at the Northwest Corner of the Northeast Quarter (NE1/4) of Section 13; thence S02°46'15"E on the west line of said NE1/4 a distance of 2,264.95 feet to the Point of Beginning; thence N88°33'59"E a distance of 378.15 feet; thence S31°45'35"E a distance of 344.03 feet; thence N88°10'37"E a distance of 132.70 feet; thence S31°45'35"E a distance of 96.30 feet to the south line of said NE1/4, and there terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the west and south lines of said NE1/4.

Said tract contains 0.34 acres, more or less.

AND

City of Fargo
Municipal Airport Authority of the City of Fargo
Pipeline Easement

That part of the Southeast Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

Commencing at the Northeast Corner of the Southeast Quarter (SE1/4) of Section 13; thence S88°12'05"W on the north line of said SE1/4 a distance of 1,935.11 feet to the Point of Beginning; thence S31°45'35"E a distance of 947.17 feet; thence S01°47'16"E a distance of 1,736.78 feet to the north line of the 40th Avenue North right-of-way, and there terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the north line of said SE1/4 and north line of said 40th Avenue North right-of-way.

Said tract contains 0.92 acres, more or less.

AND

That part of the Southeast Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

Commencing at the Northeast Corner of the Southeast Quarter (SE1/4) of Section 13; thence S88°12'05"W on the north line of said SE1/4 a distance of 1,935.11 feet to the Point of Beginning; thence S31°45'35"E a distance of 947.17 feet; thence S01°47'16"E a distance of 1,736.78 feet to the north line of the 40th Avenue North right-of-way, and there terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the north line of said SE1/4 and north line of said 40th Avenue North right-of-way.

Said tract contains 0.92 acres, more or less.

SECTION 19 TEMPORARY CONSTRUCTION EASEMENTS

That part of the Northwest Quarter of Section 19, Township 140 North, Range 48 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

Commencing at the Northwest Corner of the Northwest Quarter (NW1/4) of Section 19; thence S02°31'04"E on the west line of said NW1/4 a distance of 148.00 feet; thence N88°14'08"E a distance of 50.00 feet to the Point of Beginning; thence continuing N88°14'08"E a distance of 57.01 feet; thence S02°31'04"E parallel with said west line of the NW1/4 a distance of 2,482.09 feet to the south line of said NW1/4, and there terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the south line of said NW1/4 and east line of the North University Drive right-of-way.

Said tract contains 0.86 acres, more or less.

AND

That part of the Northwest Quarter of Section 19, Township 140 North, Range 48 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

Commencing at the Northwest Corner of the Northwest Quarter (NW1/4) of Section 19; thence S02°31'04"E on the west line of said NW1/4 a distance of 148.00 feet; thence N88°14'08"E a distance of 50.00 feet to the Point of Beginning; thence continuing N88°14'08"E a distance of 57.01 feet; thence S02°31'04"E parallel with said west line of the NW1/4 a distance of 2,482.09 feet to the south line of said NW1/4, and there terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the south line of said NW1/4 and east line of the North University Drive right-of-way.

Said tract contains 0.89 acres, more or less.

AND

City of Fargo
Municipal Airport Authority of the City of Fargo
Pipeline Easement

That part of the Southwest Quarter of Section 19, Township 140 North, Range 48 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

Commencing at the Northwest Corner of the Southwest Quarter (SW1/4) of Section 19; thence N86°46'44"E on the north line of said SW1/4 a distance of 107.01 feet to the Point of Beginning; thence S02°31'47"E parallel with the west line of said SW1/4 a distance of 398.12 feet; thence N87°27'55"E a distance of 806.68 feet; thence S81°32'05"E a distance of 157.23 feet; thence N87°27'55"E a distance of 252.85 feet; thence N80°23'19"E a distance of 116.37 feet; thence N55°23'19"E a distance of 111.92 feet to the west line of the 10th Street North right-of-way, and there terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the north line of said SW1/4 and west line of said 10th Street North right-of-way.

Said tract contains 0.66 acres, more or less.

AND

That part of the Southwest Quarter of Section 19, Township 140 North, Range 48 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

Commencing at the Northwest Corner of the Southwest Quarter (SW1/4) of Section 19; thence N86°46'44"E on the north line of said SW1/4 a distance of 107.01 feet to the Point of Beginning; thence S02°31'47"E parallel with the west line of said SW1/4 a distance of 398.12 feet; thence N87°27'55"E a distance of 806.68 feet; thence S81°32'05"E a distance of 157.23 feet; thence N87°27'55"E a distance of 252.85 feet; thence N80°23'19"E a distance of 116.37 feet; thence N55°23'19"E a distance of 111.92 feet to the west line of the 10th Street North right-of-way, and there terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the north line of said SW1/4 and west line of said 10th Street North right-of-way.

Said tract contains 0.61 acres, more or less.

SECTION 24 TEMPORARY CONSTRUCTION EASEMENTS

That part of the Northeast Quarter of Section 24, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

Commencing at the Northeast Corner of the Northeast Quarter (NE1/4) of Section 24; thence S02°31'04"E on the east line of said NE1/4 a distance of 148.01 feet; thence S88°03'04"W parallel with the north line of said NE1/4 a distance of 79.09 feet to the Point of Beginning; thence continuing S88°03'04"W parallel with said north line a distance of 1,419.02 feet; thence N01°47'16"W a distance of 83.18 feet to the south line of the 40th Avenue North right-of-way, and there terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the curve described in Right of Way Deed Doc. 168261, Cass County Recorder's Office and south line of said 40th Avenue North right-of-way.

Said tract contains 0.54 acres, more or less.

AND

That part of the Northeast Quarter of Section 24, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

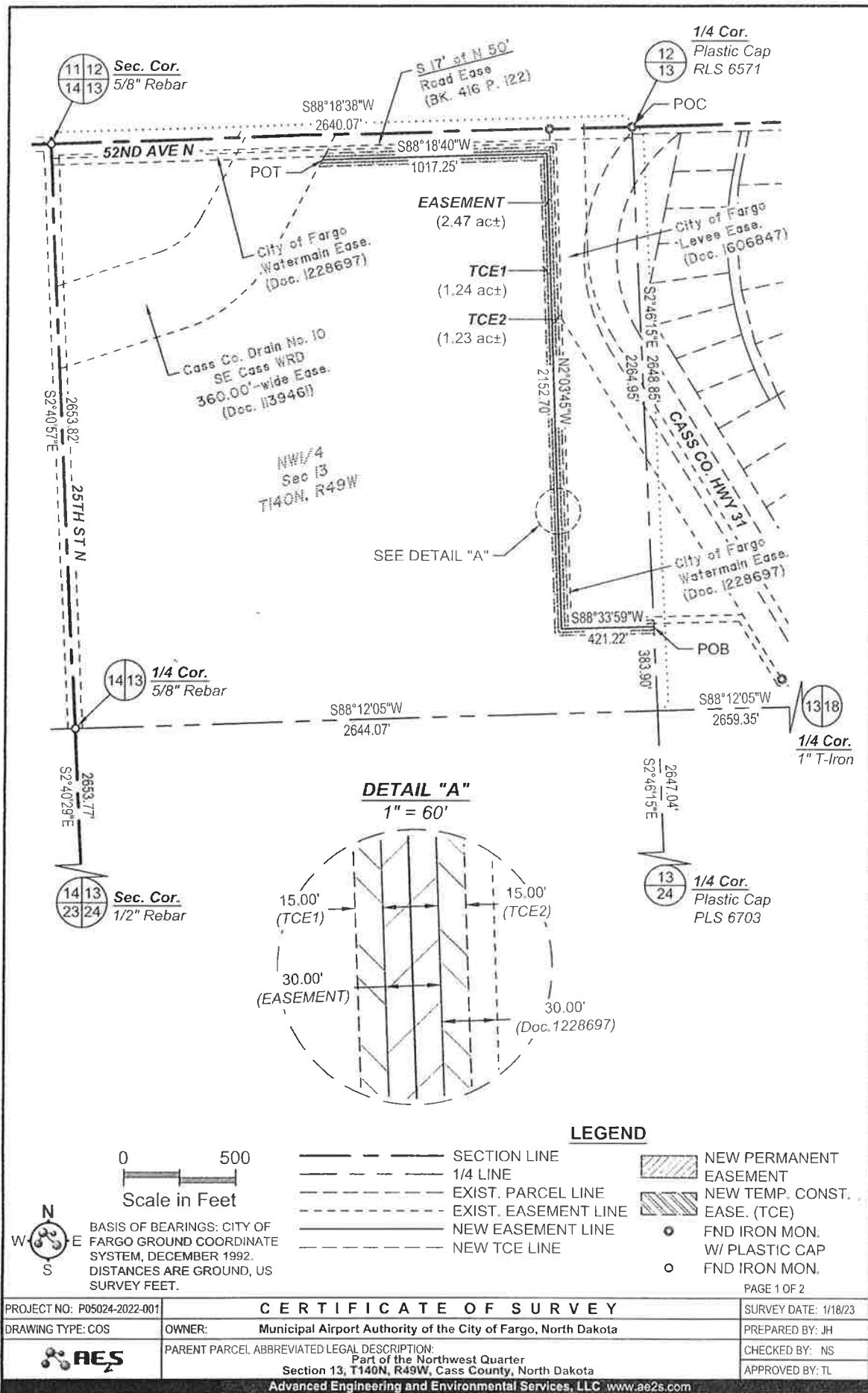
Commencing at the Northeast Corner of the Northeast Quarter (NE1/4) of Section 24; thence S02°31'04"E on the east line of said NE1/4 a distance of 148.01 feet; thence S88°03'04"W parallel with the north line of said NE1/4 a distance of 79.09 feet to the Point of Beginning; thence continuing S88°03'04"W parallel with said north line a distance of 1,419.02 feet; thence N01°47'16"W a distance of 83.18 feet to the south line of the 40th Avenue North right-of-way, and there terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the curve described in Right of Way Deed Doc. 168261, Cass County Recorder's Office and south line of said 40th Avenue North right-of-way.

Said tract contains 0.49 acres, more or less.

EXHIBIT C

**Copies of Certificates of Survey of the Permanent Easement Property and
the Temporary Easement Property**



PERMANENT EASEMENT PROPERTY - LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Northeast Corner of the Northwest Quarter (NW1/4) of Section 13;
 thence S02°46'15"E on the east line of said NW1/4 a distance of 2,264.95 feet to the Point of Beginning;
 thence S88°33'59"W a distance of 421.22 feet;
 thence N02°03'45"W a distance of 2,152.70 feet;
 thence S88°18'40"W a distance of 1,017.25 feet to the east line of the Cass Co. Drain No. 10 Easement as described in Doc. 1139461, Cass Co. Recorder's Office, and there terminating.
 The sidelines of said easement shall be lengthened or shortened to intersect with the east line of said NW1/4 and east line of said Cass County Drain No. 10 Easement. The north and east sidelines of said easement about the south and west sidelines of the City of Fargo Watermain Easement as described in Doc. 1228697, Cass Co. Recorder's Office.

Said easement contains 2.47 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 1 - LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

Commencing at the Northeast Corner of the Northwest Quarter (NW1/4) of Section 13;
 thence S02°46'15"E on the east line of said NW1/4 a distance of 2,264.95 feet to the Point of Beginning;
 thence S88°33'59"W a distance of 421.22 feet;
 thence N02°03'45"W a distance of 2,152.70 feet;
 thence S88°18'40"W a distance of 1,017.25 feet to the east line of the Cass Co. Drain No. 10 Easement as described in Doc. 1139461, Cass Co. Recorder's Office, and there terminating.
 The sidelines of said tract shall be lengthened or shortened to intersect with the east line of said NW1/4 and east line of said Cass County Drain No. 10 Easement.

Said tract contains 1.24 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 2 - LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

Commencing at the Northeast Corner of the Northwest Quarter (NW1/4) of Section 13;
 thence S02°46'15"E on the east line of said NW1/4 a distance of 2,264.95 feet to the Point of Beginning;
 thence S88°33'59"W a distance of 421.22 feet;
 thence N02°03'45"W a distance of 2,152.70 feet;
 thence S88°18'40"W a distance of 1,017.25 feet to the east line of the Cass Co. Drain No. 10 Easement as described in Doc. 1139461, Cass Co. Recorder's Office, and there terminating.
 The sidelines of said tract shall be lengthened or shortened to intersect with the east line of said NW1/4 and east line of said Cass County Drain No. 10 Easement.


Said tract contains 1.23 acres, more or less.

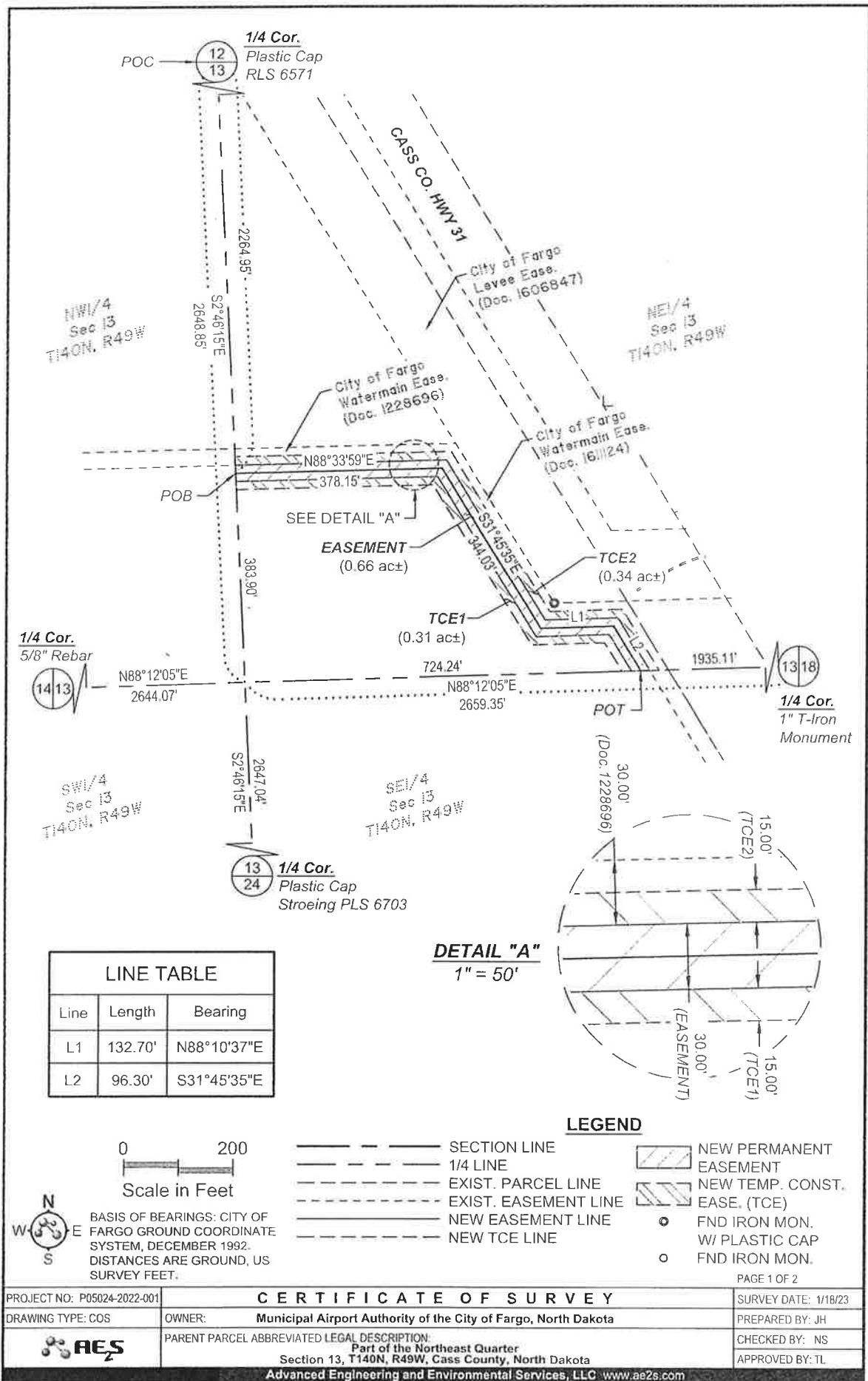
CERTIFICATE OF SURVEYOR

I hereby certify that this survey was prepared by me or under my direct supervision and that I am duly Licensed Land Surveyor under the laws of the State of North Dakota. All measurements are true and correct, and all monuments are of the nature and occupy the positions shown hereon to the best of my knowledge and belief.


 Thomas M. Lambrecht
 ND Reg. No. 9539



PROJECT NO: P05024-2022-001		C E R T I F I C A T E O F S U R V E Y	PAGE 2 OF 2
DRAWING TYPE: COS	OWNER: Municipal Airport Authority of the City of Fargo, North Dakota		SURVEY DATE: 1/18/23
	PARENT PARCEL ABBREVIATED LEGAL DESCRIPTION:		PREPARED BY: JH
	Part of the Northwest Quarter		CHECKED BY: NS
	Section 13, T140N, R49W, Cass County, North Dakota		APPROVED BY: TL
	Advanced Engineering and Environmental Services, LLC www.ae2s.com		



PERMANENT EASEMENT PROPERTY - LEGAL DESCRIPTION

That part of the Northeast Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Northwest Corner of the Northeast Quarter (NE1/4) of Section 13;
 thence S02°46'15"E on the west line of said NE1/4 a distance of 2,264.95 feet to the Point of Beginning;
 thence N88°33'59"E a distance of 378.15 feet;
 thence S31°45'35"E a distance of 344.03 feet;
 thence N88°10'37"E a distance of 132.70 feet;
 thence S31°45'35"E a distance of 96.30 feet to the south line of said NE1/4, and there terminating.
 The sidelines of said tract shall be lengthened or shortened to intersect with the west and south lines of said NE1/4. The north sideline of the first call of said easement abuts the south sideline of the City of Fargo Watermain Easement as described in Doc. 1228696, Cass Co. Recorder's Office. The easterly and north sidelines of the second, third, and fourth calls of said easement abut the westerly and south lines of the City of Fargo Watermain Easement as described in Doc. 1611124, Cass Co. Recorder's Office.

Said easement contains 0.66 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 1 - LEGAL DESCRIPTION

That part of the Northeast Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

Commencing at the Northwest Corner of the Northeast Quarter (NE1/4) of Section 13;
 thence S02°46'15"E on the west line of said NE1/4 a distance of 2,264.95 feet to the Point of Beginning;
 thence N88°33'59"E a distance of 378.15 feet;
 thence S31°45'35"E a distance of 344.03 feet;
 thence N88°10'37"E a distance of 132.70 feet;
 thence S31°45'35"E a distance of 96.30 feet to the south line of said NE1/4, and there terminating.
 The sidelines of said tract shall be lengthened or shortened to intersect with the west and south lines of said NE1/4.

Said tract contains 0.31 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 2 - LEGAL DESCRIPTION

That part of the Northeast Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

Commencing at the Northwest Corner of the Northeast Quarter (NE1/4) of Section 13;
 thence S02°46'15"E on the west line of said NE1/4 a distance of 2,264.95 feet to the Point of Beginning;
 thence N88°33'59"E a distance of 378.15 feet;
 thence S31°45'35"E a distance of 344.03 feet;
 thence N88°10'37"E a distance of 132.70 feet;
 thence S31°45'35"E a distance of 96.30 feet to the south line of said NE1/4, and there terminating.
 The sidelines of said tract shall be lengthened or shortened to intersect with the west and south lines of said NE1/4.


Said tract contains 0.34 acres, more or less.

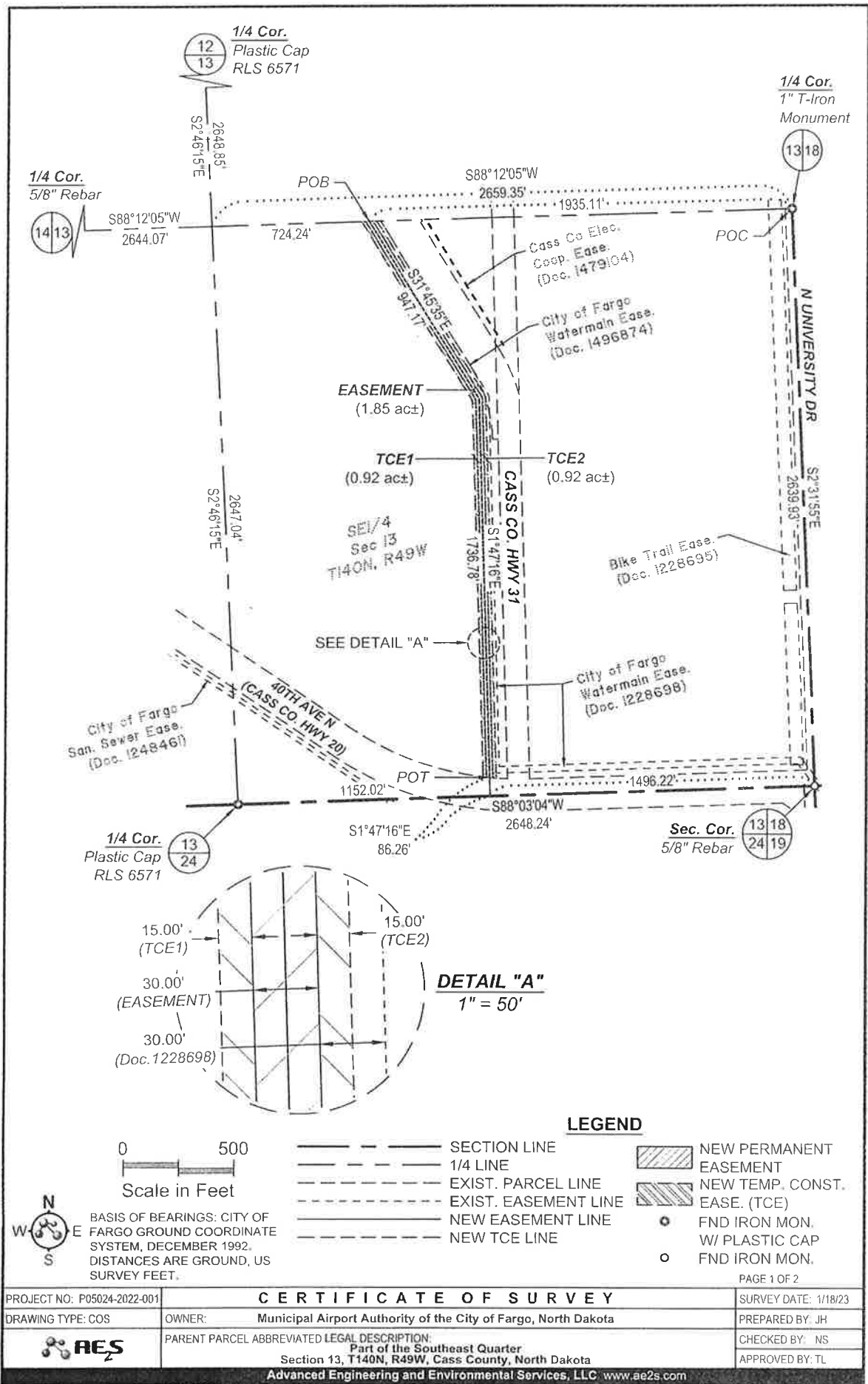
CERTIFICATE OF SURVEYOR

I hereby certify that this survey was prepared by me or under my direct supervision and that I am duly Licensed Land Surveyor under the laws of the State of North Dakota. All measurements are true and correct, and all monuments are of the nature and occupy the positions shown hereon, to the best of my knowledge and belief.


 Thomas M. Lambrecht
 ND Reg. No. 9539



PROJECT NO: P05024-2022-001		C E R T I F I C A T E O F S U R V E Y		PAGE 2 OF 2
DRAWING TYPE: COS		OWNER:	Municipal Airport Authority of the City of Fargo, North Dakota	SURVEY DATE: 1/18/23
	PARENT PARCEL ABBREVIATED LEGAL DESCRIPTION:			PREPARED BY: JH
	Part of the Northeast Quarter			CHECKED BY: NS
	Section 13, T140N, R49W, Cass County, North Dakota			APPROVED BY: TL
Advanced Engineering and Environmental Services, LLC www.ae2s.com				



PERMANENT EASEMENT PROPERTY - LEGAL DESCRIPTION

That part of the Southeast Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Northeast Corner of the Southeast Quarter (SE1/4) of Section 13;
thence S88°12'05"W on the north line of said SE1/4 a distance of 1,935.11 feet to the Point of Beginning;
thence S31°45'35"E a distance of 947.17 feet;
thence S01°47'16"E a distance of 1,736.78 feet to the north line of the 40th Ave N right-of-way, and there terminating.

The sidelines of said easement shall be lengthened or shortened to intersect with the north line of said SE1/4 and north line of said 40th Ave N right-of-way. The easterly sideline of the first call of said easement abuts the westerly sideline of the City of Fargo Watermain Easement as described in Doc. 1496874, Cass Co. Recorder's Office. The east sideline of the second call of said easement abuts the west sideline of the City of Fargo Watermain Easement as described in Doc. 1228698, Cass Co. Recorder's Office.

Said easement contains 1.85 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 1 - LEGAL DESCRIPTION

That part of the Southeast Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

Commencing at the Northeast Corner of the Southeast Quarter (SE1/4) of Section 13;
thence S88°12'05"W on the north line of said SE1/4 a distance of 1,935.11 feet to the Point of Beginning;
thence S31°45'35"E a distance of 947.17 feet;
thence S01°47'16"E a distance of 1,736.78 feet to the north line of the 40th Ave N right-of-way, and there terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the north line of said SE1/4 and north line of said 40th Ave N right-of-way.

Said tract contains 0.92 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 2 - LEGAL DESCRIPTION

That part of the Southeast Quarter of Section 13, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:


Commencing at the Northeast Corner of the Southeast Quarter (SE1/4) of Section 13;
thence S88°12'05"W on the north line of said SE1/4 a distance of 1,935.11 feet to the Point of Beginning;
thence S31°45'35"E a distance of 947.17 feet;
thence S01°47'16"E a distance of 1,736.78 feet to the north line of the 40th Ave N right-of-way, and there terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the north line of said SE1/4 and north line of said 40th Ave N right-of-way.

Said tract contains 0.92 acres, more or less.

CERTIFICATE OF SURVEYOR


I hereby certify that this survey was prepared by me or under my direct supervision and that I am duly Licensed Land Surveyor under the laws of the State of North Dakota. All measurements are true and correct, and all monuments are of the nature and occupy the positions shown hereon, to the best of my knowledge and belief.

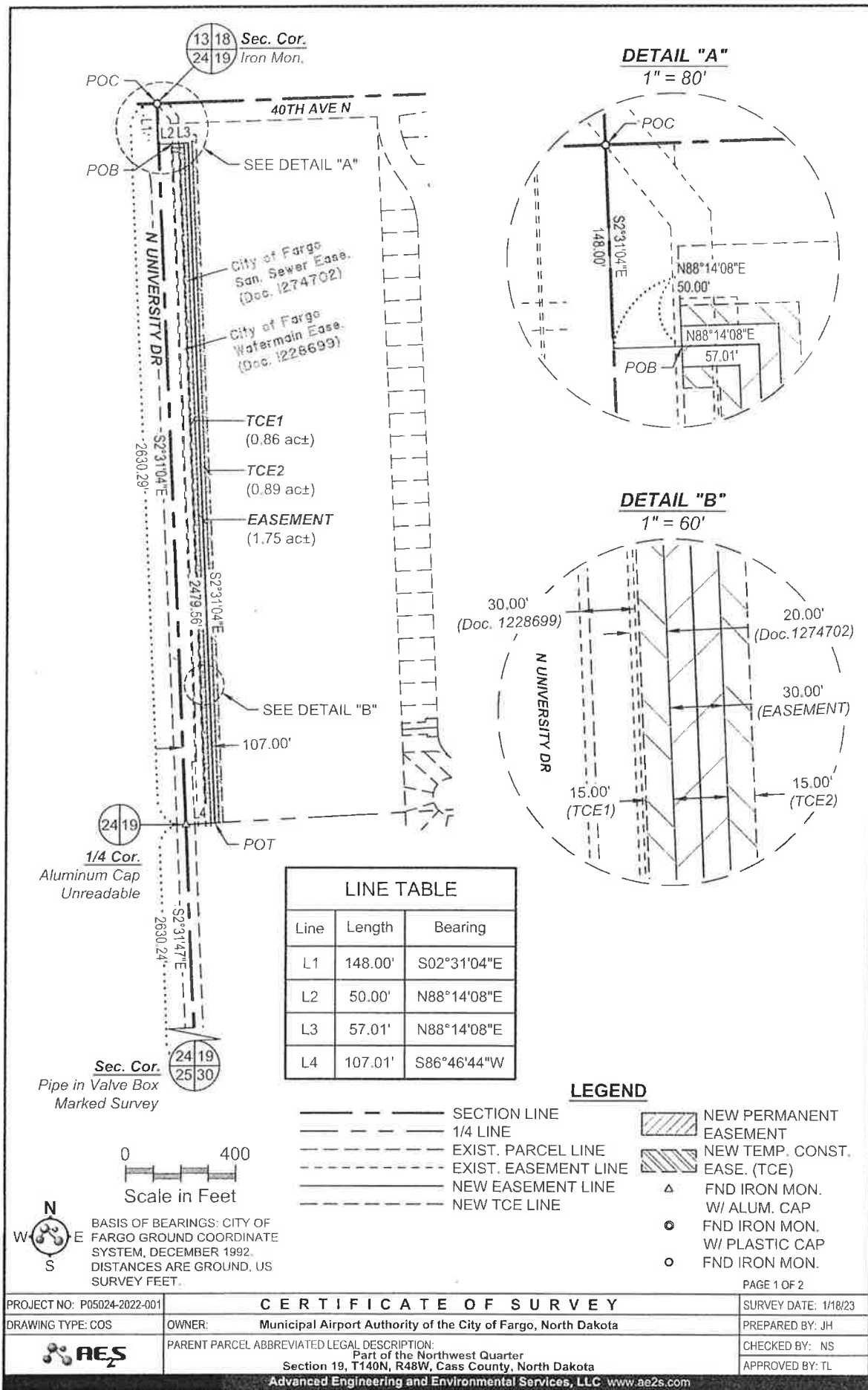


Thomas M. Lambrecht
ND Reg. No. 9539



PAGE 2 OF 2

PROJECT NO: P05024-2022-001	C E R T I F I C A T E O F S U R V E Y		SURVEY DATE: 1/18/23
DRAWING TYPE: COS	OWNER:	Municipal Airport Authority of the City of Fargo, North Dakota	PREPARED BY: JH
	PARENT PARCEL ABBREVIATED LEGAL DESCRIPTION:		CHECKED BY: NS
	Part of the Southeast Quarter		APPROVED BY: TL
	Section 13, T140N, R49W, Cass County, North Dakota		
Advanced Engineering and Environmental Services, LLC www.ae2s.com			



PERMANENT EASEMENT PROPERTY - LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 19, Township 140 North, Range 48 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Northwest Corner of the Northwest Quarter (NW1/4) of Section 19;
 thence S02°31'04"E on the west line of said NW1/4 a distance of 148.00 feet;
 thence N88°14'08"E a distance of 50.00 feet to the Point of Beginning;
 thence continuing N88°14'08"E a distance of 57.01 feet;
 thence S02°31'04"E parallel with said west line of the NW1/4 a distance of 2,479.56 feet to the south line of said NW1/4, and there terminating.
 The sidelines of said easement shall be lengthened or shortened to intersect with the south line of said NW1/4 and east line of the N University Dr right-of-way. The west sideline of said easement abuts the east sideline of the City of Fargo Sanitary Sewer Easement as described in Doc. 1274702, Cass Co, Recorder's Office.

Said easement contains 1.75 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 1 - LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 19, Township 140 North, Range 48 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

Commencing at the Northwest Corner of the Northwest Quarter (NW1/4) of Section 19;
 thence S02°31'04"E on the west line of said NW1/4 a distance of 148.00 feet;
 thence N88°14'08"E a distance of 50.00 feet to the Point of Beginning;
 thence continuing N88°14'08"E a distance of 57.01 feet;
 thence S02°31'04"E parallel with said west line of the NW1/4 a distance of 2,479.56 feet to the south line of said NW1/4, and there terminating.
 The sidelines of said tract shall be lengthened or shortened to intersect with the south line of said NW1/4 and east line of the N University Dr right-of-way.

Said tract contains 0.86 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 2 - LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 19, Township 140 North, Range 48 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

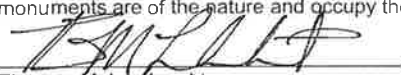
A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

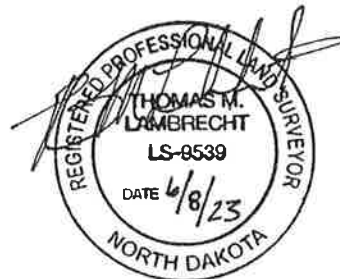
Commencing at the Northwest Corner of the Northwest Quarter (NW1/4) of Section 19;
 thence S02°31'04"E on the west line of said NW1/4 a distance of 148.00 feet;
 thence N88°14'08"E a distance of 50.00 feet to the Point of Beginning;
 thence continuing N88°14'08"E a distance of 57.01 feet;
 thence S02°31'04"E parallel with said west line of the NW1/4 a distance of 2,479.56 feet to the south line of said NW1/4, and there terminating.
 The sidelines of said tract shall be lengthened or shortened to intersect with the south line of said NW1/4 and east line of the N University Dr right-of-way.

Said tract contains 0.89 acres, more or less.


CERTIFICATE OF SURVEYOR

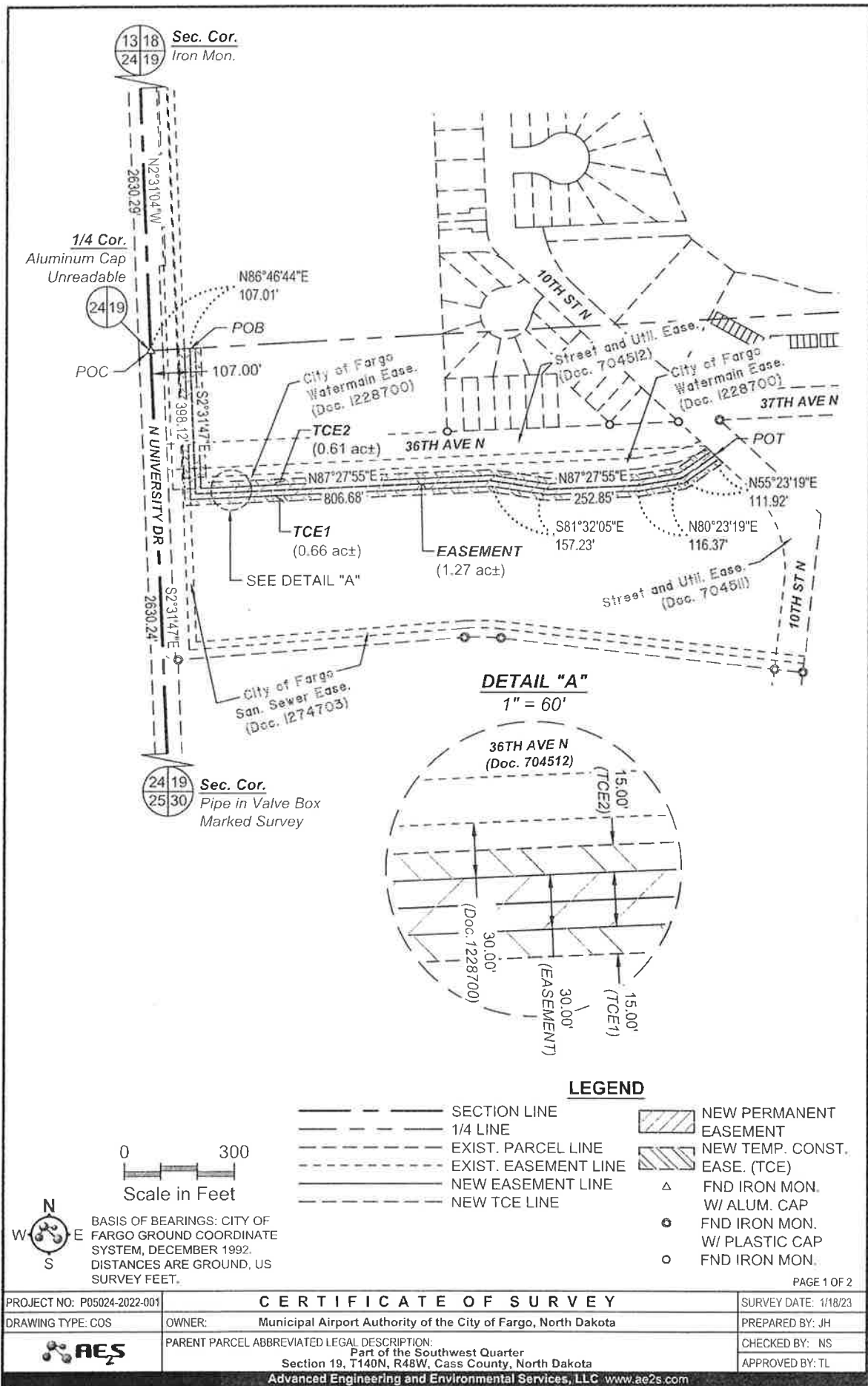
I hereby certify that this survey was prepared by me or under my direct supervision and that I am duly Licensed Land Surveyor under the laws of the State of North Dakota. All measurements are true and correct, and all monuments are of the nature and occupy the positions shown hereon, to the best of my knowledge and belief.


 Thomas M. Lambrecht
 ND Reg. No. 9539



PAGE 2 OF 2

PROJECT NO: P05024-2022-001	C E R T I F I C A T E O F S U R V E Y		SURVEY DATE: 1/18/23
DRAWING TYPE: COS	OWNER:	Municipal Airport Authority of the City of Fargo, North Dakota	PREPARED BY: JH
	PARENT PARCEL ABBREVIATED LEGAL DESCRIPTION:		CHECKED BY: NS
	Part of the Northwest Quarter Section 19, T140N, R48W, Cass County, North Dakota Advanced Engineering and Environmental Services, LLC www.ae2s.com		APPROVED BY: TL



PERMANENT EASEMENT PROPERTY - LEGAL DESCRIPTION

That part of the Southwest Quarter of Section 19, Township 140 North, Range 48 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Northwest Corner of the Southwest Quarter (SW1/4) of Section 19;
 thence N86°46'44"E on the north line of said SW1/4 a distance of 107.01 feet to the Point of Beginning;
 thence S02°31'47"E parallel with the west line of said SW1/4 a distance of 398.12 feet;
 thence N87°27'55"E a distance of 806.68 feet;
 thence S81°32'05"E a distance of 157.23 feet;
 thence N87°27'55"E a distance of 252.85 feet;
 thence N80°23'19"E a distance of 116.37 feet;
 thence N55°23'19"E a distance of 111.92 feet to the west line of the 10th St N right-of-way, and there terminating.
 The sidelines of said easement shall be lengthened or shortened to intersect with the north line of said SW1/4 and west line of said 10th St N right-of-way. The west sideline of the first call of said easement abuts east sideline of the City of Fargo Sanitary Sewer Easement as described in Doc. 1274703, Cass Co. Recorder's Office. The north sideline of the second call of said easement abuts the south sideline of the City of Fargo Watermain Easement as described in Doc. 1228700, Cass Co. Recorder's Office.

Said easement contains 1.27 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 1 - LEGAL DESCRIPTION

That part of the Southwest Quarter of Section 19, Township 140 North, Range 48 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

Commencing at the Northwest Corner of the Southwest Quarter (SW1/4) of Section 19;
 thence N86°46'44"E on the north line of said SW1/4 a distance of 107.01 feet to the Point of Beginning;
 thence S02°31'47"E parallel with the west line of said SW1/4 a distance of 398.12 feet;
 thence N87°27'55"E a distance of 806.68 feet;
 thence S81°32'05"E a distance of 157.23 feet;
 thence N87°27'55"E a distance of 252.85 feet;
 thence N80°23'19"E a distance of 116.37 feet;
 thence N55°23'19"E a distance of 111.92 feet to the west line of the 10th St N right-of-way, and there terminating.
 The sidelines of said tract shall be lengthened or shortened to intersect with the north line of said SW1/4 and west line of said 10th St N right-of-way.

Said tract contains 0.66 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 2 - LEGAL DESCRIPTION

That part of the Southwest Quarter of Section 19, Township 140 North, Range 48 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

Commencing at the Northwest Corner of the Southwest Quarter (SW1/4) of Section 19;
 thence N86°46'44"E on the north line of said SW1/4 a distance of 107.01 feet to the Point of Beginning;
 thence S02°31'47"E parallel with the west line of said SW1/4 a distance of 398.12 feet;
 thence N87°27'55"E a distance of 806.68 feet;
 thence S81°32'05"E a distance of 157.23 feet;
 thence N87°27'55"E a distance of 252.85 feet;
 thence N80°23'19"E a distance of 116.37 feet;
 thence N55°23'19"E a distance of 111.92 feet to the west line of the 10th St N right-of-way, and there terminating.
 The sidelines of said tract shall be lengthened or shortened to intersect with the north line of said SW1/4 and west line of said 10th St N right-of-way.

Said tract contains 0.61 acres, more or less.


CERTIFICATE OF SURVEYOR

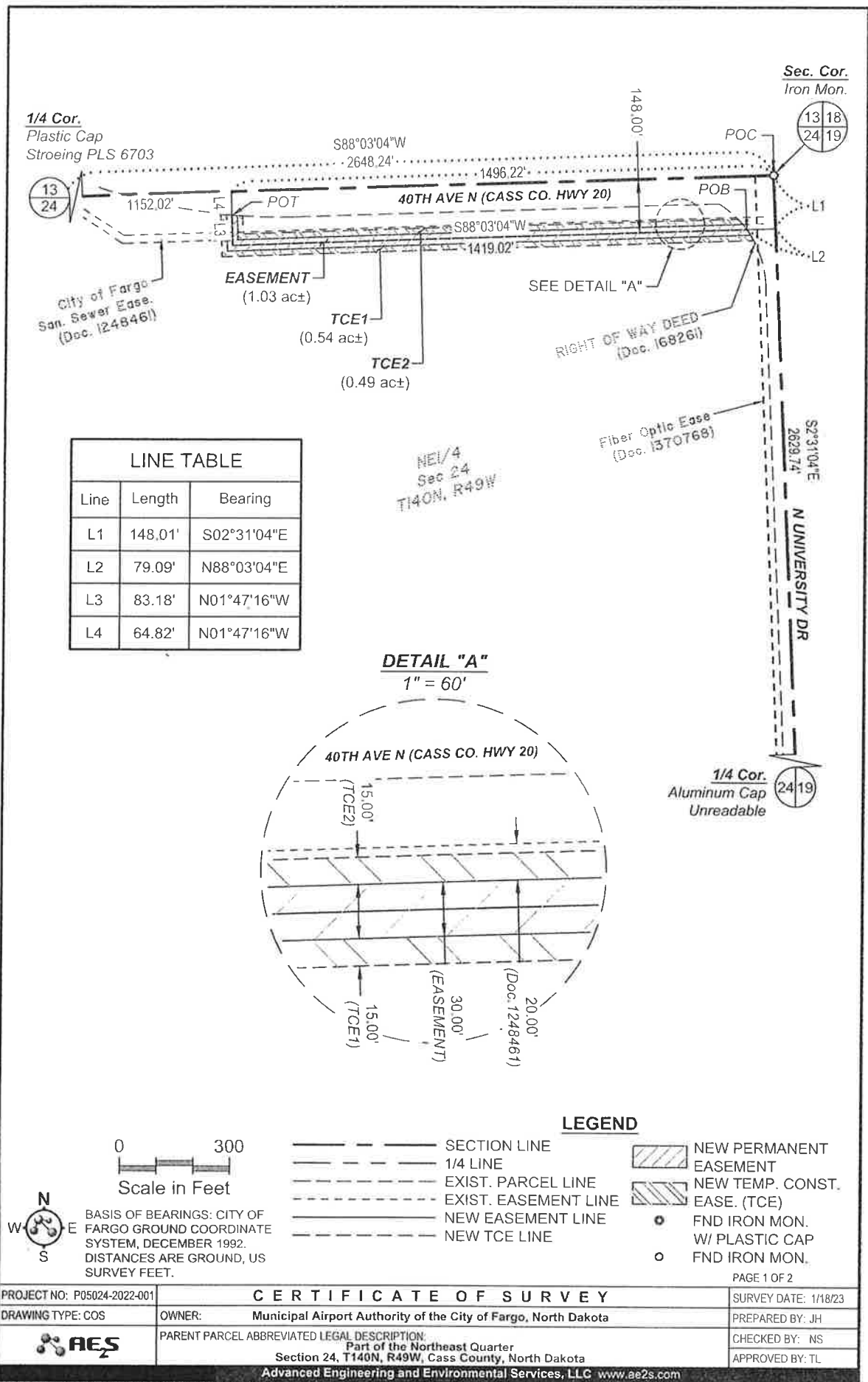
I hereby certify that this survey was prepared by me or under my direct supervision and that I am duly Licensed Land Surveyor under the laws of the State of North Dakota. All measurements are true and correct, and all monuments are of the nature and occupy the positions shown hereon, to the best of my knowledge and belief.


 Thomas M. Lambrecht
 ND Reg. No. 9539



PAGE 2 OF 2

PROJECT NO: P05024-2022-001	C E R T I F I C A T E O F S U R V E Y		SURVEY DATE: 1/18/23
DRAWING TYPE: COS	OWNER:	Municipal Airport Authority of the City of Fargo, North Dakota	PREPARED BY: JH
	PARENT PARCEL ABBREVIATED LEGAL DESCRIPTION:	Part of the Southwest Quarter Section 19, T140N, R48W, Cass County, North Dakota	CHECKED BY: NS
		Advanced Engineering and Environmental Services, LLC www.ae2s.com	APPROVED BY: TL



PERMANENT EASEMENT PROPERTY - LEGAL DESCRIPTION

That part of the Northeast Quarter of Section 24, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 30-foot-wide tract, lying 15 feet on both sides of the following described centerline:

Commencing at the Northeast Corner of the Northeast Quarter (NE1/4) of Section 24;
thence S02°31'04"E on the east line of said NE1/4 a distance of 148.01 feet;
thence S88°03'04"W parallel with the north line of said NE1/4 a distance of 79.09 feet to the Point of Beginning;
thence continuing S88°03'04"W parallel with said north line a distance of 1,419.02 feet;
thence N01°47'16"W a distance of 83.18 feet to the south line of the 40th Ave N right-of-way, and there terminating.

The sidelines of said easement shall be lengthened or shortened to intersect with the curve described in Right of Way Deed Doc. 168261, Cass Co. Recorder's Office and south line of said 40th Ave N right-of-way. The north sideline of said easement abuts the south sideline of the City of Fargo Sanitary Sewer Easement as described in Doc. 1248461, Cass Co. Recorder's Office.

Said parcel contains 1.03 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 1 - LEGAL DESCRIPTION

That part of the Northeast Quarter of Section 24, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the left of the following described centerline:

Commencing at the Northeast Corner of the Northeast Quarter (NE1/4) of Section 24;
thence S02°31'04"E on the east line of said NE1/4 a distance of 148.01 feet;
thence S88°03'04"W parallel with the north line of said NE1/4 a distance of 79.09 feet to the Point of Beginning;
thence continuing S88°03'04"W parallel with said north line a distance of 1,419.02 feet;
thence N01°47'16"W a distance of 83.18 feet to the south line of the 40th Ave N right-of-way, and there terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the curve described in Right of Way Deed Doc. 168261, Cass Co. Recorder's Office and south line of said 40th Ave N right-of-way.

Said tract contains 0.54 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT (TCE) 2 - LEGAL DESCRIPTION

That part of the Northeast Quarter of Section 24, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

A 15-foot-wide tract, lying between 15 feet and 30 feet to the right of the following described centerline:

Commencing at the Northeast Corner of the Northeast Quarter (NE1/4) of Section 24;
thence S02°31'04"E on the east line of said NE1/4 a distance of 148.01 feet;
thence S88°03'04"W parallel with the north line of said NE1/4 a distance of 79.09 feet to the Point of Beginning;
thence continuing S88°03'04"W parallel with said north line a distance of 1,419.02 feet;
thence N01°47'16"W a distance of 83.18 feet to the south line of the 40th Ave N right-of-way, and there terminating.

The sidelines of said tract shall be lengthened or shortened to intersect with the curve described in Right of Way Deed Doc. 168261, Cass Co. Recorder's Office and south line of said 40th Ave N right-of-way.


Said tract contains 0.49 acres, more or less.

CERTIFICATE OF SURVEYOR

I hereby certify that this survey was prepared by me or under my direct supervision and that I am duly Licensed Land Surveyor under the laws of the State of North Dakota. All measurements are true and correct, and all monuments are of the nature and occupy the positions shown hereon, to the best of my knowledge and belief.


Thomas M. Lambrecht
ND Reg. No. 9539



PROJECT NO: P05024-2022-001		PAGE 2 OF 2	
C E R T I F I C A T E O F S U R V E Y		SURVEY DATE: 1/18/23	
DRAWING TYPE: COS	OWNER: Municipal Airport Authority of the City of Fargo, North Dakota	PREPARED BY: JH	
	PARENT PARCEL ABBREVIATED LEGAL DESCRIPTION: Part of the Northeast Quarter Section 24, T140N, R49W, Cass County, North Dakota		CHECKED BY: NS
	Advanced Engineering and Environmental Services, LLC www.ae2s.com		APPROVED BY: TL
	File: W:\Cass Rural Water District\05024-2022-001\CAD Dwg\Survey\Easements\City of Fargo Coord System\24-140-49\24-140-49 NE4 COF WM Ease.dwg		



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

Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: June 22, 2023
Re: Contract Award for RFP23103 – Cleaning Services Fargo PD headquarters

Dear Commissioners:

Proposals were received and reviewed on June 19, 2023 in response to an RFP that was issued by the Facilities Management department for cleaning services at the Fargo PD headquarters. Four proposals were received as shown on page 2.

The proposals were evaluated based on the following criteria:

- Cost
- Experience
- Staffing

After evaluation, we recommend Osgood Cleaning Services LLC as the preferred contractor for this service in the amount of \$198,000 for 3 years of service.

Recommended Action:

Move to approve bid award and 3 year contract to Osgood Cleaning Services LLC for cleaning services at the Fargo PD headquarters.



Cleaning Services Fargo PD headquarters proposal results

105 25th Street North

Three-Year Price

1. Osgood Cleaning Services LLC	\$198,000.00	75 hours weekly
2. ServiceMaster by Molin	\$391,743.00	not specified
3. Automated Maintenance Services Inc.	\$575,460.00	100 hours weekly
4. Select Pro Cleaning	\$349,200.00	100 hours weekly

Upon approval from the Fargo City Commission on Monday June 26, 2023, Osgood Cleaning Services LLC will be awarded the contract for cleaning services at the Fargo PD headquarters located at 105 25th street North.

Osgood Cleaning Services LLC

- Year 1 – \$5,500.00 monthly \$66,000.00 yearly
- Year 2 – \$5,500.00 monthly \$66,000.00 yearly
- Year 3 – \$5,500.00 monthly \$66,000.00 yearly
- 3 year total = \$198,000.00

This is a three-year contract starting August 1, 2023 and ending July 31, 2026.

This initial contract may be renewed upon satisfactory completion of the original contract term. The City of Fargo reserves the right to execute the option to automatically renew for a successive period of two (2) years.

If the contract is extended, the City of Fargo reserves the right to renegotiate price and terms, provided that such negotiated price and terms fall within the original scope of work for this proposal. Such changes will be documented by amendment to the contract.

A 60 day written notification of termination of contract can be given by either party.

We will retain all proposals for a period up to 90 days. If within the 90 days of the contract performance expectations are not met, we will reevaluate and request updated proposals from the other contractors.

Thank you.

City of Fargo
Facilities Management

**Master Services Agreement
Between
City of Fargo
And Osgood Cleaning Services LLC**

This Master Services Agreement (the "Agreement," which includes all attached schedules), effective August 1st 2023 ("Effective Date"), is entered into by and between Osgood Cleaning Services LLC (the "Vendor"), having a principal place of business at 3155 Bluestem Drive, West Fargo, ND 58078, and City of Fargo (the "City"), a North Dakota municipal corporation, having a principal place of business at 225 4th Street North, Fargo, North Dakota 58102 (each a "Party" and collectively, the "Parties").

1. TERM

The term of this Agreement will be (3) three years from the Effective Date. The City of Fargo reserves the right to execute the option to automatically renew for a successive period of two (2) years. If the contract is extended, the City of Fargo reserves the right to renegotiate price and terms, provided that such negotiated price and terms fall within the original scope of work for this proposal. Such changes will be documented by amendment to the contract

2. STATEMENT OF WORK

A Summary of all services the Vendor is able to provide under this Agreement is described in the Statement of Work form ("Statement of Work") attached hereto as Attachment A. Vendor hereby agrees to complete work pursuant to a work request, awarded bid, and/or awarded proposal. Neither this Agreement nor the Statement of Work is a commitment by the City to issue the vendor any work requests, bids or proposals. The work request, Request for Bid (RFB) or Request for Proposal (RFP) shall describe the specific scope of services for a particular project. Any services provided by the Vendor under this agreement are referred to as "Services."

3. MATERIALS

Vendor shall furnish all materials, supplies, tools, equipment, and transportation required to provide services or deliverables required under Statements of Work. Vendor shall provide all available material safety data sheets for City approval prior to use of materials.

4. LIEN WAIVER

Vendor shall submit its lien waivers and obtain and submit lien waivers from all subcontractors and material suppliers with invoices Vendor submits to City. City's obligation to pay invoices will be contingent upon receipt of applicable lien waivers.

5. COMPENSATION

Negotiated Rate Sheet ("Rate Sheet") for the current Agreement is attached as Attachment B. Vendor shall not charge and the City will not pay for any services performed without a work request, awarded bid or awarded proposal. Except as otherwise provided, undisputed invoices

shall be payable within 30 calendar days after the receipt of the invoice. Invoices shall be e-mailed to mfournier@fargond.gov.

6. OWNERSHIP OF DOCUMENTS

Vendor's work product reimbursed by the City, including all data, documents, results, ideas, developments and inventions that Vendor conceives or uses during the course of its performance under this Agreement shall be the City's property, unless otherwise agreed.

7. INDEPENDENT CONTRACTOR

The relationship between the Parties shall, within the context of this Agreement, be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. The Vendor shall, at all times during the term of this Agreement, perform the duties and responsibilities herein. Neither Party is an agent of the other Party and is not authorized to make any representation contract, or contract commitment on behalf of the other Party.

8. NO CONFLICTS OF INTEREST

Vendor must disclose any actual, apparent, or potential Conflict of Interest to the City prior to execution of this Agreement if a conflict of interest arises or appear to arise during the term of this Agreement, contractor agrees to abide by any reasonable mitigation plan developed with or by the City. "Conflict of Interest" means any activity, interest, or relationship of Vendor or any of its officers, directors, affiliates, or principals that may compromise that person's ability to render impartial assistance or advice to the City or that may give rise to legal or reputational concerns or any competitive advantage unfair to the City.

9. CONFIDENTIALITY

The Vendor agrees to not, directly or indirectly, disclose, make known, divulge, publish, or communicate any confidential information to any person, firm, or corporation without consent unless that disclosure is authorized under North Dakota law.

10. INSURANCE

a. Vendor will obtain and maintain the following insurance coverage, naming the City of Fargo as an additional insured, via commercial insurance:

i. Commercial General Liability covering bodily injury and tangible property damage liability with a limit of not less than U.S. \$1,000,000 each occurrence.

ii. Workers' Compensation (or maintenance of a legally permitted and government-approved program of self-insurance) covering Vendor Personnel pursuant to applicable state workers' compensation laws for work-related injuries suffered by Vendor's Personnel, if Vendor employs Personnel;

iii. Employer's Liability with limits of not less than U.S. \$1,000,000 per accident;

v. Automobile Liability with \$2,000,000 combined single limit per occurrence, for bodily injury and property damage combined covering owned, if Vendor owns any

vehicles, non-owned, and hired vehicles, if Vendor brings vehicles on the City's premises or uses vehicles in the performance of services.

vi. Limits for Commercial General Liability and Automobile Liability may be provided through a combination of primary and umbrella coverage; and

b. Vendor shall provide the City with evidence of the foregoing coverage before providing any services.

c. Vendor shall notify the City 30 days prior to cancellation or reduction in limits of any insurance required hereunder.

11. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, consultant error, mistake, negligence, or other fault of the Vendor, any subcontractor of the Vendor, or any officer, employee, representative, or agent of the Consultant or of any subcontractor of the Consultant, or which arises out of any workmen's compensation claim of any employee of the Consultant or of any employee of any subcontractor of the Consultant. The Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Consultant, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands.

12. FORCE MAJEURE

Neither Party shall be liable for damages or deemed in default of this Agreement and any Statement of Work hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.

13. DISPUTE RESOLUTION

Vendor and the City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the Parties from pursuing litigation in the appropriate State or Federal court, located in Cass County, North Dakota

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.

15. ENTIRE AGREEMENT

The terms and conditions set forth herein and any Exhibit referenced herein constitute the entire understanding of the parties relating to the provision of services by Vendor to City and shall be incorporated in all Statements of Work unless otherwise so stated therein. This Agreement may be amended only by a written instrument signed by both parties.

16. ASSIGNMENT

This Agreement may not be assigned by Vendor or City without the prior written consent of the other party.

17. TERMINATION

This Agreement may be terminated by either party upon sixty days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such sixty day period. City may terminate this Agreement for convenience at any time, in which event Vendor shall be compensated in accordance with the terms hereof for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

18. SEVERABILITY


Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

IN WITNESS WHEREOF, City and Osgood Cleaning Services LLC have caused this Agreement to be duly executed as of the date first above written.

CITY OF FARGO

OSGOOD CLEANING SERVICES LLC

BY _____
Dr. Timothy J. Mahoney, Mayor

BY  _____
A. Chari, for Osgood Cleaning Services, LLC

DATE: _____

DATE: 6/21/2023 _____

ATTEST:

BY _____
Steven Sprague, City Auditor

Statement of Work

This Statement of Work is a summary of all services the Vendor is able to provide under the Master Services Agreement. This Statement of Work is not a commitment by the City to issue the vendor any work requests, bids or proposals.

Vendor agrees to provide any of the following scope of services as requested in work requests, awarded bids or awarded request for proposals from the City of Fargo.

Daily (Monday through Friday)

All Areas

- Vacuum all carpeting/area rugs/inlaid entryways
- Sweep and Mop/disinfect all hard surface flooring
- Clean and disinfect non-restroom sinks
- Clean and sanitize drinking fountains
- Spot clean glass up to 6 feet high
- Empty all interior/exterior trash cans and place in outside dumpster, reline with appropriate liners provided by the City
- Empty all recycle containers and dispose of properly
- Bring city provided containers to designated pick up area on recycling days
- Disinfect all high traffic knobs, buttons and surfaces
- Dust/wipe down all horizontal surfaces; *Note: Employees will be responsible for wiping down their individual workstation surfaces. However, employees may opt to clear their work surfaces entirely and leave a note for the custodial crew requesting they be cleaned.*
- Clean interior/exterior surfaces of elevator(s), assure door track is free of debris
- Clean all stairways and entryways

Lunch/Break Rooms

- Clean Floors
- Clean all counters/table tops/chairs/sinks; *Note: If any item is left in a sink, do not clean that sink.*
- Wipe down exterior surfaces of all appliances; *Note: Contractor is not responsible for cleaning the **inside** of fridges, stoves, microwaves, coffee machines, toasters, etc.*

Restrooms

- Clean and disinfect toilets
- Clean mirrors, sinks, counters, and baby changing stations
- Clean and disinfect floors
- Wipe down partition walls
- Wipe down light switch plates/door knobs
- Empty trash cans, diaper disposal units, and feminine napkin dispensers. Replace with appropriate liners provided by the city
- Restock/refill all products (paper towels, toilet paper, soaps, lotions, baby-change paper etc.)
- Clean and disinfect shower areas

Weekly

- Perform high dusting in all areas

Bi-Weekly

- Edge clean all carpet

Monthly

- Detail Edges of hard surface flooring and coving
- Dust, clean, vacuum chairs, chair legs, table legs and bases

Quarterly

- Dust/clean/wash air vents
- Clean light fixtures within 60 feet of entryways for bugs

Semi-Annually

- Dust window treatments (blinds/shades etc.) between April and October *Note: Submit anticipated dates 14 days in advance of this service to facilities*
- Clean all glass internal and external two times per year. Once between April-May, and once between October-November. *Note: Submit anticipated dates 14 days in advance of this service to facilities*
- Maintain hard surface flooring according to recommendations for type of floor. Includes edging, machine scrubbing, grout cleaning, re-waxing, applying sealants, etc. *Note: Submit anticipated dates 14 days in advance of this service to facilities*
- Vacuum ceiling vents in Restrooms

Yearly

- Shampoo all high traffic carpeting between October-November *Note: Submit anticipated dates 14 days in advance of this service to facilities*
- Shampoo all carpeting in April or May *Note: Submit anticipated dates 14 days in advance of this service to facilities*
- Strip and refinish hard surface flooring in accordance with manufacturers recommendations *Note: Submit anticipated dates 14 days in advance of this service to facilities*
- Shampoo upholstered furniture. Apply a non-water based fabric protector. April or May *Note: Submit anticipated dates 14 days in advance of this service to facilities*

As needed

- Clean chair mats and trash receptacles
- Replace desk side recycling boxes when torn/soiled/tattered
- Report any lights out, non-working electrical outlets, plumbing issues, heating/cooling concerns etc. to facilities
- Notify facilities of any plumbing issues, items needing repair, or if the sharps container is full

At end of each shift, shut off designated lights, secure designated doors, and assure no exterior windows are open.

CLEANING SUPPLIES AND EQUIPMENT

The City of Fargo will provide the following supplies:

- Hand soap
- Hand sanitizers
- Garbage liners
- Urinal screens
- Urinal mats

- Baby changing liners
- Paper products

The contractor shall provide all the rest of the necessary cleaning supplies and equipment to clean and keep clean all portions of the building.

The City of Fargo shall provide, without cost to contractor, a janitorial closet for storage of equipment and supplies.

Maintain janitorial closets in a neat and professional manner. Keep well stocked.

Cleaning Hours: Between 4:30PM and 7:00AM Monday through Friday

Rate Sheet

Osgood Cleaning Services LLC

Monthly price, yearly price, and a three (3) year contract total price

- Year 1 August 1 2023-July 31 2024 \$5,500.00 monthly \$66,000.00 yearly
- Year 2 August 1 2024-July 31 2025 \$5,500.00 monthly \$66,000.00 yearly
- Year 3 August 1 2025-July 31 2026 \$5,500.00 monthly \$66,000.00 yearly
- 3 year total = \$198,000.00

Billing is to be submitted monthly on the last scheduled cleaning day of that month. City of Fargo will remit payment within 30 days of receipt of invoice. Please include reference number RFP23103 on monthly invoice.

Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: June 26, 2023
Re: Bid Award and Contract for Development of a Master Facility Plan for the Police Department

Dear Commissioners:

The Fargo Police Department has budgeted for the development of a Master Facility Plan in 2023. A Request for Proposal was published with bids due on May 24, 2023. Six proposals were submitted and reviewed. Four firms were selected for interviews with the Selection Committee:

- EAPC Architects Engineers
- ICON Architecture
- JLG Architects
- KLJ Engineering, LLC

The criteria for evaluation were:

- Demonstrated understanding of the scope of work
- Description of the firm's approach and methodology for the project
- Quality of previous Master Plans from the firm
- Experience, expertise and capabilities of the firm and the project team
- Fee structure and overall project cost

The Selection Committee evaluated and scored each proposal and interview. JLG Architects had the highest overall score and was selected to develop the Master Facilities Plan for the Police Department. The funding is available in the Police Department budget and the City Attorney's office has approved the contract.

The Police Department and Facilities Management are requesting the City Commission's approval of the bid award and contract with JLG Architects.

Attachments:

- Contract between the City of Fargo and JLG Architects

Recommended Action:

Move to approve the bid award and contract with JLG Architects for the development of a Master Facility Plan for the Police Department.



AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twentieth day of June in the year Two Thousand and Twenty Three
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Fargo
225 4th St. N.
Fargo, ND 58102

and the Architect:
(Name, legal status, address and other information)

JLG Architects
214 N. Broadway
Fargo, ND 58102

for the following Project:
(Name, location and detailed description)

23191 - Fargo Police Department Masters Facility Planning

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

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

None

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

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

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

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

Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$1,000,000.00) combined single limit per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

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

ARTICLE 2 OWNER'S RESPONSIBILITIES

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

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geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

Any design errors or omissions in the Construction Documents furnished by the Architect will be promptly corrected by the Architect at no cost to the Owner. If, due to the Architect's negligence, omission or failure to perform in accordance with the terms of this Agreement, a required item or component of the Project is omitted from the Construction Documents or if, due to such negligence, omission, or failure, the Construction Documents must be modified through a Change Order, the Architect shall be responsible for paying the cost required to add or modify such item or component to the Project, excluding the reasonable cost that would have been incurred by the Owner at the time of the original bid for such Project item or component to the extent that such item or component would have been required and included in the original Construction Documents. In no event shall the Owner pay more than once for an item or component of the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

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

ARTICLE 5 MISCELLANEOUS PROVISIONS

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

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

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

The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 2; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner acknowledges that the contingency allowance is to cover funding of unpredictable changes in the work or items of work during the construction phase, serving three core purposes:

- (1) To account for coordination issues in the Construction Documents, including errors and omissions,
- (2) to modify or change the scope of the project,
- (3) to accommodate unknown conditions.

The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality."

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

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Compensation for JLG Architects for the scope of work identified in Exhibit A: Scope of work shall be \$111,856.00. Any additional scope requested Shall be mutually agreed upon by the Owner and Architect prior to commencement of services.

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

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

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

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

If at any time the Architect's estimate of the Cost of the Work deviates from the Cost of Work most recently approved by the Owner, the Architect shall, upon the Owner's request, provide a written explanation of the deviation and propose design changes that would bring the Project within the Cost of the Work. If the proposed design changes are unacceptable to the Owner, the Owner may terminate the Agreement, such termination being for cause.

ARTICLE 7 OTHER PROVISIONS

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

Claims and disputes:

The parties agree to first undertake informal negotiation, including the possibility of mediation, to resolve any claim, dispute or matter in question before commencing litigation, but nothing prevent either party from proceeding with litigation, to be venued in District Court, Cass County, North Dakota. The applicable statute of limitations shall commence when the Owner first knows or should have known that a cause of action exists. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be governed by North Dakota Century Code Sec. 28-01-04 (Statute of Repose).

This Agreement shall be governed by the law of North Dakota.

Exhibits:

Exhibit A: Scope of Services

Exhibit B: Schedule of Hourly Compensation & Reimbursable Expenses

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

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Rob Remark, AIA, Principal

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

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:34:56 ET on 06/22/2023.

PAGE 1

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

...

City of Fargo
225 4th St. N.
Fargo, ND 58102

...

JLG Architects
214 N. Broadway
Fargo, ND 58102

...

23191 - Fargo Police Department Masters Facility Planning

PAGE 2

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

...

None

...

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

...

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

...

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

...

Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$1,000,000.00) combined single limit per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

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

...

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

PAGE 3

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

...

Any design errors or omissions in the Construction Documents furnished by the Architect will be promptly corrected by the Architect at no cost to the Owner. If, due to the Architect's negligence, omission or failure to perform in accordance with the terms of this Agreement, a required item or component of the Project is omitted from the Construction Documents or if, due to such negligence, omission, or failure, the Construction Documents must be modified through a Change Order, the Architect shall be responsible for paying the cost required to add or modify such item or component to the Project, excluding the reasonable cost that would have been incurred by the

Owner at the time of the original bid for such Project item or component to the extent that such item or component would have been required and included in the original Construction Documents. In no event shall the Owner pay more than once for an item or component of the Project.

...

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

...

The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 2; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner acknowledges that the contingency allowance is to cover funding of unpredictable changes in the work or items of work during the construction phase, serving three core purposes:

...

(1) To account for coordination issues in the Construction Documents, including errors and omissions.

...

(2) to modify or change the scope of the project.

...

(3) to accommodate unknown conditions.

...

The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality."

PAGE 4

Compensation for JLG Architects for the scope of work identified in Exhibit A: Scope of work shall be \$111,856.00. Any additional scope requested Shall be mutually agreed upon by the Owner and Architect prior to commencement of services.

...

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

...

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

...

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

...

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

...

If at any time the Architect's estimate of the Cost of the Work deviates from the Cost of Work most recently approved by the Owner, the Architect shall, upon the Owner's request, provide a written explanation of the deviation and propose design changes that would bring the Project within the Cost of the Work. If the proposed design changes are unacceptable to the Owner, the Owner may terminate the Agreement, such termination being for cause.

...

Claims and disputes:

...

The parties agree to first undertake informal negotiation, including the possibility of mediation, to resolve any claim, dispute or matter in question before commencing litigation, but nothing prevent either party from proceeding with litigation, to be venued in District Court, Cass County, North Dakota. The applicable statute of limitations shall commence when the Owner first knows or should have known that a cause of action exists. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be governed by North Dakota Century Code Sec. 28-01-04 (Statute of Repose).

...

This Agreement shall be governed by the law of North Dakota.

...

Exhibits:

...

Exhibit A: Scope of Services

...

Exhibit B: Schedule of Hourly Compensation & Reimbursable Expenses

...

~~(Printed~~ (Printed name and title)~~title)~~

Rob Remark, AIA, Principal

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

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mike Schellin, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:34:56 ET on 06/22/2023 under Order No. 4104237673 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ - 2017, Standard Short Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

EXHIBIT A:

Fargo Police Department Master Facilities Planning Services

SCHEDULE:

Kick-Off	June 15 th , 2023
Facilities Tour/Info Gathering	June 27 – June 30, 2023
Work W/ Bekki for a Tour of PD Facilities	
JLG to Gather Info on Existing Facility	
Start Conditions Assessment of Existing Facility	
Visioning Session #1	July 11 – 12, 2023
Roth Sheppard in Fargo July 11 th , 2023 – July 13 th , 2023	
Facilities Condition Assessment/Report	June 27 – July 28, 2023
Space Needs Assessment	July 10 – August 4, 2023
Visioning Session #2	T.B.D
Roth Sheppard in Fargo T.B.D	
Operational Concept Development & Analysis	August 7 – September 20, 2023
Master Facilities Plan DRAFT	September 26, 2023
Final Report & Presentation	October 16, 2023

SCOPE OF SERVICES:

- 1) Coordination and Progress Meetings
 - a. Schedule regular meetings with key leaders to review progress, provide and receive feedback and collaborate.
- 2) Existing Facilities Conditions Evaluation
 - a. Review building plans and tour facilities.
 - b. High-level review of existing building systems.
 - c. Develop 10-year capital improvement schedule with estimated costs.
- 3) Analysis of Community
 - a. Community demographics
 - b. Department statistics
 - c. Regional trends
- 4) Stakeholder Interviews

- a. Develop list of future priorities.
- 5) Projected Conditions and Programming Needs
 - a. Review industry best practices and emerging trends.
 - b. Analyze existing facilities for functionality and relative cost/benefit of future improvements.
 - c. Using collected data and growth projections, develop programming needs.
- 6) Operational Concept Development and Analysis
 - a. Develop operational concepts to meet future needs.
 - b. Work with stakeholders to analyze and narrow down the list of operational concepts.
- 7) Master Facilities Plan
 - a. Provide 20-year master facilities plan to be used as a guide for future capital investments and strategic facility decisions.

EXHIBIT B

Schedule of Hourly Compensation (As of 1/1/2023)**\$390/hour**

Principal Architect-Senior
Principal Practice Leader-Senior

\$290/hour

Principal Practice Leader

\$265/hour

Principal Architect
Principal Project Designer
Project Assistant Senior
Technical Assistant Senior

\$245/hour

Construction Services-Senior
Practice Studio Specialist-Senior
Project Architect-Senior
Project Designer-Senior
Project Manager-Senior

\$190/hour

Construction Services III
Interior Designer-Senior
Project Architect II
Project Assistant III
Project Designer III
Project Manager
Studio Architect II
Technical Assistant III

\$160/hour

Construction Services II
Interior Designer III
Project Architect
Project Assistant II
Project Designer II
Project Technician III
Studio Architect I
Technical Assistant II

\$130/hour

Interior Designer II
Job Captain
Project Designer I
Project Technician II

\$110/hour

Construction Services I
Interior Designer I
Project Assistant I
Project Associate I
Project Associate II
Project Technician I
Technical Assistant I

\$75/hour

Student Intern

Reimbursable Expense Charges Cost Per Sheet

Standard P Size (Inches)		Standard	Glossy	Marketing	Cardstock
B & W	8.5 x 11	\$ 0.20	\$ 1.30	\$ 0.40	\$ 0.45
B & W	11 x 17	\$ 0.40	\$ 2.60	\$ 0.80	\$ 0.90
B & W	12 x 18	\$ 0.45	\$ 3.00		

Color	8.5 x 11	\$ 1.00	\$ 4.00	\$ 1.55	\$ 1.65
Color	11 x 17	\$ 2.00	\$ 8.00	\$ 3.10	\$ 3.30
Color	12 x 18	\$ 2.30	\$ 9.20	\$ 3.57	

Plotted Pri Size (Inches)		Standard	Glossy
B & W	18 x 24	\$ 1.35	\$ 5.40
B & W	15 x 31	\$ 1.45	\$ 5.80
B & W	22 x 34	\$ 2.35	\$ 9.40
B & W	24 x 36	\$ 2.70	\$ 10.80
B & W	30 x 42	\$ 3.95	\$ 15.80
B & W	34 x 44	\$ 4.70	\$ 18.80
B & W	36 x 48	\$ 5.40	\$ 21.60

Color	18 x 24	\$ 13.50	\$ 18.90
Color	15 x 31	\$ 14.50	\$ 20.30
Color	22 x 34	\$ 23.50	\$ 32.90
Color	24 x 36	\$ 27.00	\$ 37.80
Color	30 x 42	\$ 39.50	\$ 55.30
Color	34 x 44	\$ 47.00	\$ 65.80
Color	36 x 48	\$ 54.00	\$ 75.60

Mounted Gator Board

3/16" Thickness \$.045/Sq. in.

Mileage	Current Federal Rate
Photos	At Cost plus 10%
Postage/Shipping	At Cost plus 10%
Other reimbursables	At Cost plus 10%

NOTE:

This schedule is subject to adjustment by JLG Architects annually.
Does not include sales tax where applicable.



(19)

June 19, 2023

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

RE: Piggyback Procurement for upgrade to Building Automation System at FARGODOME with Johnson Controls using Sourcewell Cooperative Contract #070121-JHN – PBC070121-JHN

Commissioners:

The Fargo Dome Authority requests your approval of the Piggyback procurement to upgrade the Building Automation System at FARGODOME with Johnson Controls in the amount of \$137,960. This will upgrade the Metasys User Interface (MUI), network automation engine units and the heating and cooling system controller. All are very near, have reached, or are past, the end of life phase and can no longer be serviced or upgraded appropriately.

This item was reviewed and approved by the City of Fargo Finance Committee at their meeting on May 22, 2023, as well as the Fargo Dome Authority at their meeting on May 30, 2023.

This upgrade will be completed over the remaining months of 2023 and in to 2024. Funding for this upgrade is contained within the FARGODOME Capital Budget which has been previously approved by both the Fargo Dome Authority and the Fargo City Commission.

Requested Motion: To approve the Piggyback procurement to upgrade the Building Automation System at FARGODOME with Johnson Controls, in the amount of \$137,960, using the Sourcewell Cooperative Contract #070121-JHN.

Thank you for your consideration of this matter.

Sincerely,

Rob Sobolik
General Manager, FARGODOME



Building Automation Upgrade Proposal

TO: FargoDome
1800 N. University Dr.
Fargo, ND 58102
Attn: Don Berland & Donnie Lange

Date: May 3, 2023
Project: Metasys ADS & MUI Upgrade

We propose to furnish the materials and/or perform the work described below for the net price of:
\$43,280.00**

**This project will be executed underneath the Sourcewell contract awarded to Johnson Controls. Contract #070121-JHN

For the above price this proposal includes:

Transitioning the existing obsolete Site Management Portal (SMP) to the new Metasys User Interface (MUI) platform. This includes rebuilding the FargoDome's graphics and developing spaced-based relationships.

Metasys User Interface (MUI) Upgrade

The Metasys User Interface has many benefits not only due to the way it's laid out (space-based navigation) but has reporting features that allow end-users the ability to extract specific information in pre-made reports. Below are a list of features the Metasys User Interface brings users:

- Device Agnostic Interface. Formats to whatever device is used.
- Custom Reporting
- Custom Trending, allows for quicker diagnosis of root cause
- Space-based Navigation
- Updated Alarm Manager
- Increased Understanding & Usage from newer users. Aids in places with high/frequent employee turnover.
- Forced Annotations Available
- Fault Detection/Fault Triage Predictive Analytical Software

**The proposed MUI Upgrade requires JCI access to building blueprints to map out equipment-space relationships.

**MUI does not require any hardware changes to existing field devices. The new layout is a software engineered solution designed to simplify your building automation system. It allows users (all-skill levels) the ability to view, interact and understand system functionality with minimal training due to the space-based navigation.

Upgrading the existing building automation system from Metasys version 11.0 to 12.0. This includes utilizing an existing software subscription and the technician's time associated with installing and commissioning the system once Metasys has been upgraded to ensure proper functionality. Johnson Controls will install a UPS (battery-backup) and an industrial-grade desktop that has (2) 500GB (RAID1) hard drives for redundancy and seamless operation. The machine will be loaded with Microsoft SQL Express software. The current building automation infrastructure includes (7) network automation engine (NAE) that will be upgraded as far as their internal hardware will allow.

ADD ALTERNATE #1 : Recommended Metasys Engine Replacements with Unsupported Software

This alternate includes all the engineering, programming labor and material to replace the (3) existing NAE-4510-2 network automation engines and the (4) NCE-2560 engines currently installed in the FargoDome. Currently their operating systems (OS) are Windows Embedded CE which no longer has software support from Microsoft and is seen as a security vulnerability. It is recommended to replace these engines to the latest models that utilize the Linux based operating system. New panels are included in this option, where applicable.

(4) New M4-SNE11001 Engine (\$8,850.00 Each)

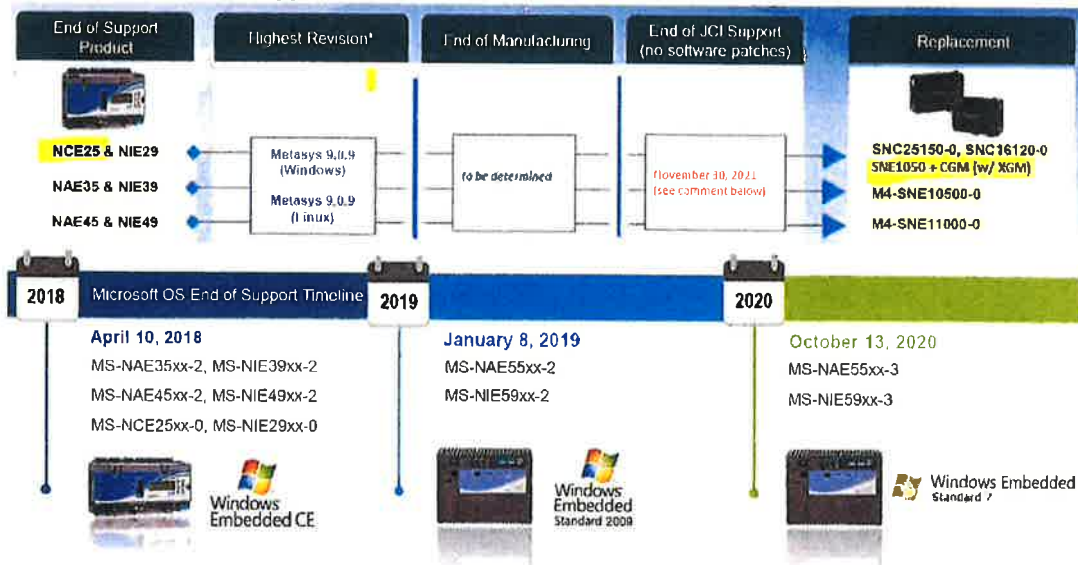
- These replace the MS-NAE-4510-2 engines. A transition engine was added to accommodate future expansion away from the N2 communication protocol and to convert to BACnet when that time comes.

(4) New M4-SNE10500 Engines with M4-CGM9090 field controllers (\$5,610.00 Each)

Note: Any engines added to this product have Linux based OS and will be compatible with anything in the future.

ADD \$57,840.00 to the base price for the option.

_____ Initial to accept.

End of Microsoft Software Support Notice -**ADD ALTERNATE #2 : DX9100 Controller Replacement**

Currently the FargoDome's heating and cooling system are controlled by a DX9100 controller. This controller was developed over 30 years ago and is considered obsolete. Additionally, the programming and commissioning tools used to support these products were initially developed around the software and computer technologies available in the 1990s. Supporting these programs on today's PC platforms is a growing challenge. If it were to fail, JCI would need a few days and even up to a week to get the system fixed. It is recommended to replace this controller due to the heavy use of the FargoDome and it not having the ability to be down that long.

Note: New HW & CHW panels & controllers would be added in the option. They would be BACnet.

ADD \$36,840.00 to the base price for the option.

_____ Initial to accept.

This proposal is valid until: June 2 , 2023

FargoDome

Name: _____

Title: _____

Date: _____

PO:

Johnson Controls, Inc.

Name: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement. JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
8. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **LEGAL FEES.** Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.
14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

PBC070121-JHN



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Johnson Controls

Estimated Dollar Amount of Purchase:

137,960.00

Is this procurement funded by a federal grant?

No

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

The project/service is required to:

Updating the Johnson Controls, Inc HVAC Building Automation to include the Metasys User Interface, network automation engine units and the heating and cooling system controller. All are past, have reached, or are very near the end of life phase and can no longer be serviced or upgraded appropriately.

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

Replacing the current system with the same interface.

Provide a brief description of how your investigation was conducted. (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. **)

Available on a Cooperative Contract

Sourcewell 

Solicitation Number: RFP #070121

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Johnson Controls, Inc., 5757 North Green Bay Avenue, Milwaukee, WI 53209 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

****If all sources are not investigated a competitive solicitation must be issued.**

Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

N/A

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

Sourcewell Contract # 070121-JHN

Signature: 
(Requestor)

Printed Name: Rob Sobolik

Department: Fargodome

Title: General Manager

Date: May 12, 2023

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

 (Requestor initials)

June 26, 2023

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

Commissioners:

Presented to you tonight for consideration is the proposed Resolution to establish a Forestry licensing requirement for individuals and/or companies practicing any tree related services in the City of Fargo. This requirement will complement the existing Qualifications section of the current ordinance. The intent is to protect the public asset as well as protection of the public engaging the services of a tree contractor.

Receive and file of the proposed Chapter 19 amendments occurred at the June 12, 2023, commission meeting.

Highlights of the proposed Resolution:

- An annual fee valid January 1 – December 31
- Securing a performance bond
- Requiring commercial liability insurance
- Proof of a North Dakota Contractors License – as required
- Proof of a North Dakota Commercial Applicators License – if applicable

To allow contractors time to gather the required documentation, this licensing requirement would go into effect January 1, 2024. Any contractor obtaining the license prior to this January 1 start date would be valid until December 31, 2024.

Recommended motion:

Move to approve the proposed Resolution, establishing a Forestry Licensing requirement.

Your approval of this request is appreciated.

Sincerely,



Scott Liudahl
City Forester

Cc: Ben Dow; Nancy Morris

Commission 2023 resolution – forestry license.doc

COMMISSIONER _____ introduced the following resolution and moved its adoption:

RESOLUTION

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

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

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

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

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

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

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

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

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

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

Dated this ____ day of _____, 2023.

Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

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

ALL INFORMATION ON THIS FORM IS A PUBLIC RECORD

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

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

Applicant: _____

Phone#: _____

Business Name: _____

Business Address: _____

Mailing Address: _____

E-Mail Address: _____

Expires December 31st

☐ Tree Contractor (\$50/yr)

1. PROOF OF LIABILITY INSURANCE (General Commercial Liability in an amount not less than \$1,000,000)
2. PERFORMANCE BOND (In an amount not less than \$25,000)
3. A VALID NORTH DAKOTA CONTRACTOR'S LICENSE (AS REQUIRED)
4. DOCUMENTATION OF ND COMMERCIAL PESTICIDE APPLICATOR'S LICENSE (IF APPLICABLE)

Applicant Signature

Date

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

Entered: ☐

Total Due: \$ _____ Check No: _____

Approved: ☐

Date Paid: _____

Bond No: if applicable _____

License Expiration Date: _____

Bond Co: _____

Bond Expiration Date: _____



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



FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360
FargoCassPublicHealth.com

June 20, 2023

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

RE: 2023 Budget Adjustments

At the May 29, 2023 City of Fargo Finance Committee meeting, a motion was made by Steve Sprague and seconded by Mike Redlinger with all the members present voting in favor of the two budget adjustments brought forward by Melissa Perala on behalf of Desi Fleming.

I. Cass County Jail contract being adjusted to increase the salaries of the nursing staff by 10%. Fully funded by Cass County.

BUDGET ADJUSTMENT:

Full Time	101-6020-451-11-00	\$ 32,629.40
Part Time	101-6020-451-13-00	\$ 5,955.04

II. Harm Reduction request to increase overtime hours.

BUDGET ADJUSTMENT:

Full Time OT	101-6013-451-11-01	\$ 111,336
Part Time OT	101-6013-451-13-01	\$ 10,059
Temp/Seasonal OT	101-6013-451-14-01	\$ 100,017

III. Increase Revenue for State Aid

BUDGET ADJUSTMENT:

State Aid	101-0000-335-85-06	\$ 178,723
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SUGGESTED MOTION:

Move to approve the budget adjustments brought forth by Fargo Cass Public Health regarding the Cass County Jail and Harm Reduction division salary increases.

Respectfully submitted,

Desi Fleming
Public Health Director

REPORT OF ACTION**FINANCE COMMITTEE****Location:** Fargo Cass Public Health**Date of Hearing:** May 29, 2023

<u>Routing</u>	<u>Date</u>
City Commission	6/26/2023
Project File	Desi Fleming

Melissa Peralá, on behalf of Desi Fleming, summarized two budget adjustment requests. The first request was an adjustment for the nursing staff with the Cass County Jail contract increasing salaries by 10 percent. A budget adjustment of \$38,584.44 reflects current salaries of staff, which will be 100 percent reimbursed by Cass County but needs to be reflected in the Health Department budget numbers.

FT 101-6020-451-11-00 \$32,629.40

PT 101-6020-451-13-00 \$ 5,955.04

The second request was for expenses for essential services for the Harm Reduction division. Jan Eliassen spoke of the growth in the responsibilities of the Downtown Engagement Center. She stated staffing challenges of recruitment and scheduling of existing programs with an increase of overtime hours of 6 staff members for which she does not see overtime going away. Health estimated costs of \$221,412.00.

FT OT 101-6013-451-11-01 \$111,336

PT OT 101-6013-451-13-01 \$ 10,059

TS OT 101-6013-451-14-01 \$100,017

Mike Redlinger asked where the funds would come from. Melissa Peralá's response was that they don't have direct funding but recently learned that Health will be receiving \$374,000 increased state aid so the 2023 increase will amount to around \$178,000. That amount is General State Aid funding and has not been designated for anything specific. This would help offset the General Fund expenses for 2023 and no new program would be started with this funding. Most of Harm Reduction is funded by the General Fund.

Fargo Cass Public Health requested the two above budget adjustment requests in the amount of \$38,584.44 and \$221,412.00

MOTION:

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

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Tim Mahoney, Mayor	<u>X</u>	<u>X</u>		
Dave Piepkorn, City Commissioner	<u>X</u>	<u>X</u>		
Mike Redlinger, City Administrator	<u>X</u>	<u>X</u>		
Tanner Smedhammer, Purchasing Manager	<u>X</u>	<u>X</u>		
Steve Sprague, City Auditor	<u>X</u>	<u>X</u>		



 Tim Mahoney, Finance Committee Chair



22

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 13, 2023

**RE: NOTICE OF GRANT AWARD AMENDMENT FROM ND
DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR
REGIONAL ENVIRONMENTAL HEALTH SERVICES.
GRANT NUMBER: G23.117
CFDA: N/A
FUNDS: \$80,000
EXPIRES: 06/30/2025**

The attached notice of grant award from the North Dakota Department of Health and Human Services is for Fargo Cass Public Health to provide general environmental health services in underserved areas of our service area in addition to the outlying counties of Steele, Traill, Ransom, Richland, and Sargent.

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

Suggested Motion:

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

DF/ls
Attachment

**NOTICE OF GRANT AWARD**NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES
SFN 53771 (04-2023)

Grant Number G23.117	CFDA Name Not applicable	CFDA Number Not applicable
FAIN Number Not applicable	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2023
Federal Award Date Not applicable	Grant End Date 6/30/2025	
Federal Awarding Agency Not applicable		

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

Title of Project/Program Regional Environmental Health Services	North Dakota Department of Health and Human Services (NDDHHS) Project Code: 1181 HL 1244 02
Grantee Name Fargo Cass Public Health	Project Director Marie Moe
Address 1240 – 25 th Street South	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 Desi Fleming	Contact Name Marie Moe
Telephone Number (701) 241-1360	Telephone Number 701-328-4619
Email Address dfleming@fargond.gov	Email Address memoe@nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$80,000	\$0	\$80,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$80,000	\$0	\$80,000
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

Grantee's Environmental Health Practitioner will provide general environmental health services in underserved areas of the Grantee's service area in addition to the outlying counties of Steele, Traill, Ransom, Richland, and Sargent. General environmental health services include but are not limited to 1) inspection of properties, sewer systems and swimming pools, 2) work with local authorities to develop and implement needed environmental health policies and ordinances, and 3) provide public information and education.

Reporting Requirements

Grantee will submit expenditures by program and narrative report at least once a year via the Program Reporting System (PRS). Expenditure report for the year ending June 30, 2024, must be received by July 15, 2024. Expenditure report for the year ending June 30, 2025, must be received by July 15, 2025.

Special Conditions

House Bill 1004 (2023-25 legislative session) appropriated funding to NDDHHS to provide state aid to local public health units. Quarterly payments will be extended to the Grantee during the grant period. The grant amount may be increased or decreased by amendment to this Notice of Grant Award, depending on the available funds provided to NDDHHS.

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 06/13/2023	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Marie Moe, Unit Director, Systems and Performance	
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.



(23)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 13, 2023

**RE: NOTICE OF GRANT AWARD AMENDMENT FROM ND
DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR
STATE AID TO LOCAL PUBLIC HEALTH.
GRANT NUMBER: G23.093
CFDA: N/A
FUNDS: \$1,763,034
EXPIRES: 06/30/2025**

The attached notice of grant award from the North Dakota Department of Health and Human Services is for Fargo Cass Public Health to provide public health services in accordance with ND Century Code 23-25 also comprehensive programming, which includes communicable disease, chronic disease, injury prevention, environmental health, maternal child and family health and access to and linkage with clinical care.

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

Suggested Motion:

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

DF/lls
Attachment

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (04-2023)


Grant Number G23.093	CFDA Name Not applicable	CFDA Number Not applicable	
FAIN Number Not applicable	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2023	
Federal Award Date Not applicable	Federal Awarding Agency Not applicable	Grant End Date 6/30/2025	
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 State Aid to Local Public Health		North Dakota Department of Health and Human Services (NDDHHS) Project Code: 1181 HL 1244 01	
Grantee Name Fargo Cass Public Health		Project Director Marie Moe	
Address 1240 – 25 th Street South		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 Desi Fleming		Contact Name Marie Moe	
Telephone Number (701) 241-1360		Telephone Number 701-328-4619	
Email Address dfleming@fargond.gov		Email Address memoe@nd.gov	
Amount Awarded	NDDHHS Cost Share \$1,763,034	Grantee Cost Share \$0	Total Costs \$1,763,034
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$1,763,034	\$0	\$1,763,034
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 Grantee will provide public health services in accordance with North Dakota Century Code 23-35. Grantee will assure the provision of comprehensive programming, which includes: communicable disease, chronic disease, injury prevention, environmental health, maternal child and family health, and access to and linkage with clinical care.			
Reporting Requirements Grantee will submit quarterly expenditures by program and narrative report within 45 days after the end of each quarter through the Program Reporting System (PRS). Expenditure report by program for the quarter ending June 30, 2024, must be received by July 15, 2024. Expenditure report by program for the quarter ending June 30, 2025, must be received by July 15, 2025.			
Special Conditions House Bill 1004 (2023-25 legislative session) appropriated funding to NDDHHS to provide state aid to local public health units. Quarterly payments will be extended to the Grantee during the grant period. The grant amount may be increased or decreased by amendment to this Notice of Grant Award, dependent upon availability of funds provided to NDDHHS.			
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: <input type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 06/13/2023	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Marie Moe, Unit Director, Systems and Performance	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Christopher D. Jones, Commissioner	
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.			



24

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 9, 2023

**RE: NOTICE OF GRANT AWARD AMENDMENT FROM ND
DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR
INCREASING IMMUNIZATION RATES – LPH.
GRANT NUMBER: G23.064
CFDA: 93.268
FUNDS: \$73,482
EXPIRES: 06/30/2024**

The attached notice of grant award from the North Dakota Department of Health and Human Services is for Increasing Immunization Rates provided by the local public health unit.

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

Suggested Motion:

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

DF/ls
Attachment



NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (04-2023)

Grant Number G23.064	CFDA Name Immunization Cooperative Agreement		CFDA Number 93.268
FAIN Number NH23IP922623	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2023	Grant End Date 6/30/2024
Federal Award Date	Federal Awarding Agency Centers for Disease Control and Prevention		
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 Increasing Immunization Rates - LPH		North Dakota Department of Health and Human Services (NDDHHS) Project Code 2201 HLH 5314 08 (PPHF): \$66,134 2201 HLH 5314 06 (Pan Flu): \$7,348	
Grantee Name Fargo Cass Public Health		Project Director Molly Howell, Immunization Director	
Address 1240 25 th Street 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 Desi Fleming		Contact Name Molly Howell, Immunization Director	
Telephone Number 701-241-1360		Telephone Number 701-328-4556	
Email Address dfleming@fargond.gov		Email Address mahowell@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$73,482	\$0	\$73,482
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$73,482	\$0	\$73,482
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 Grantee shall provide services as outlined in Attachment A.			
Reporting Requirements Reporting requirements are outlined in Attachment A.			
Special Conditions Non-allowable expenses include promotional materials (i.e., plaques, clothing, lanyards), purchase of food (unless part of travel per diem), advertising costs (exhibits, displays, souvenirs), lobbying, or honoraria. Additional non-allowable expenses can be found in 2 CFR Part 200, 45 CFR Part 75. HHS Grants Policy Statement.			
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: <input type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 06/09/2023	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative 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.			

G23.064
Fargo Cass Public Health
Attachment A
2019 – 2025 North Dakota Local Public Health Unit Increasing Immunization Rates Grants

Scope of Service

The objectives of this grant are in line with the 2019 – 2025 Centers for Disease Control and Prevention National Center for Immunization and Respiratory Diseases Immunization Program Operations Manual (IPOM).

Activities: Required activities are shaded.

Describe geographic areas or population subgroups known or suspected to have low coverage for some or all vaccines, indicating a disparity may exist (e.g., residents of a county with a high number of uninsured, low-income children; rural adolescents; school district with low adherence to school entry vaccination requirements; pregnant women; high risk adults).

- Utilize North Dakota Immunization Information System (NDIIS) and school immunization survey coverage rates for your jurisdiction and/or facility to determine baseline rates. Rates should include, but are not limited to:
 - Infants
 - 4:3:1:3:3:1:4 series
 - Influenza
 - Children (kindergarten entry)
 - Adolescents
 - Tdap
 - MCV4
 - HPV
 - Influenza
 - Adults
 - PCV13
 - PPSV23
 - Zoster
 - Influenza
- Utilize baseline rates to establish immunization coverage goals for the one-year and five-year grant period.

Prioritize one or more geographic regions or population subgroups identified above for targeted programmatic activities to increase vaccination coverage.

- Implement evidence-based activities to increase immunization coverage rates.
 - Evidence-based activities are described in The Community Guide found at <https://www.thecommunityguide.org/topic/vaccination>.

- Examples include, but are not limited to:
 - Reminder/recall for immunizations
 - Provider reminders (forecasting)
 - Vaccination programs in WIC settings
 - Implementation of school-located vaccination programs
 - Outreach through immunization coalitions
 - Worksite immunizations
- Report activities to increase immunization coverage rates on quarterly activity reports.
- Summarize evidence of impact or evaluation results, if available.

Identify and collaborate with immunization coalitions, healthcare systems, public health programs (e.g., chronic disease, STD, WIC, HIV), community-based organizations, and other stakeholders to engage populations/communities (e.g., tribal, adult, adolescent, or other ethnic, racial, or cultural subpopulations).

- Participate or host regular meetings with immunization stakeholders in your area in an effort to increase immunization coverage rates.
- Report the number of meetings hosted and/or attended on quarterly activity reports.

Identify and collaborate with points-of-contact (POCs) from the jurisdiction's AI/AN (American Indian/Alaska Native) communities, tribal governments, tribal organizations representing those governments, tribal epidemiology centers, or Alaska Native villages and corporations to improve vaccination coverage among AI/AN communities.

- Convene meetings with tribal health and/or Indian Health Services about immunizations.
- Engage tribes in immunization activities.
- Report the number of meetings and/or contacts with American Indian organizations on the quarterly activity report.

Implement educational programs for immunization providers and stakeholders.

- Participate on NDDHHS immunization Lunch and Learn webinars or other immunization-related webinars.
- Attend the North Dakota Immunization Conference (if applicable).
- Provide immunization-related educational opportunities to healthcare providers and other stakeholders in your area.
- Report the number of webinars and/or other educational opportunities held or attended on the quarterly activity report.

Implement appropriate public health activities for the control and prevention of cases and/or outbreaks of VPDs that are nationally notifiable and reportable in the jurisdiction in accordance with the *CDC Manual for the Surveillance of Vaccine-Preventable Diseases*.

- If requested, assist the NDDHHS with the investigation and/or response to vaccine preventable diseases.

Collaborate with schools, school districts, early childhood facilities, and other stakeholders to improve vaccination coverage in childcare and school settings.

- Assist schools with determining the up-to-date status of students.
- Conduct school-located vaccination clinics.
- Educate schools about school immunization requirements.

Pandemic Influenza Preparedness

(At least 10% of time must be devoted to this program area)

Work with new and existing partners to increase demand for seasonal influenza vaccine to improve preparedness for an influenza pandemic, including school-located vaccination. (Choose at least one of the following)

- 1) Conduct school-located vaccination clinics.
 - Activity reports on school-located clinics should quantify the number of clinics held, types of vaccines administered, total number of individuals targeted, dates of clinics with respect to jurisdiction's influenza season, and a description of target population by age and race/ethnicity.
- 2) Conduct mass or off-site clinics for vaccination.
 - Activity reports on mass clinics should quantify the number of clinics held, types of vaccines administered, total number of individuals targeted, dates of clinics with respect to jurisdiction's influenza season, and a description of target population by age and race/ethnicity.
- 3) Work with new and existing partners, such as local authorities, health care institutions, medical providers, pharmacies, visiting nurse associations, community vaccinators, community outreach groups, advocacy groups, and/or local businesses, especially those who serve groups at high risk for complications from influenza infection and/or in underserved population groups, to increase demand for seasonal influenza immunization.
 - Report the number and types of partners engaged to promote seasonal influenza vaccination. Include the specific race/ethnicity/target groups focused on.

Reporting Requirements:

Grantee must submit activity reports and expenditure reports at least quarterly via the Program Reporting System (PRS). If requesting reimbursement more frequently than quarterly, then activity reports must be submitted more frequently with requests for reimbursement in PRS. A required immunization activity report will be provided by the NDDHHS.

Activity report and expenditure report for the period ending September 30, 2023 must be submitted by October 15, 2023.

Activity report and expenditure report for the period ending December 31, 2023 must be submitted by January 15, 2024.

Activity report and expenditure report for the period ending March 31, 2023 must be submitted by April 15, 2023.


Activity report and expenditure report for the period ending June 30, 2024 must be submitted by July 15, 2024. Reimbursement will be processed upon Department approval of activity reports and expenditure reports.



(25)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 13, 2023

**RE: NOTICE OF GRANT AWARD AMENDMENT FROM ND
DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR
PHEP EPR STATEWIDE RESPONSE TEAM.
GRANT NUMBER: G23.003
CFDA: 93.069
FUNDS: \$220,105
EXPIRES: 06/30/2024**

The attached notice of grant award from the North Dakota Department of Health and Human Services is for hiring staff for planning and coordination of public health emergency preparedness and response activity in North Dakota.

REVENUE		
Emergency Preparedness	101-0000-331-12-33	\$ 10,000
EXPENSE		
General Supplies	101-6055-451-61-40	\$ 10,000

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

Suggested Motion:

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

DF/lls
Attachment



NOTICE OF GRANT AWARD

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

Grant Number G23.003	CFDA Name Public Health Emergency Preparedness (PHEP)		CFDA Number 93.069
FAIN Number NU90TP922054	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2023	Grant End Date 6/30/2024
Federal Award Date	Federal Awarding Agency Department of Health and Human Services		
This award is not effective, and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program PHEP – EPR Statewide Response Team		North Dakota Department of Health and Human Services (NDDHHS) Project Code 6611HLH5274-11	
Grantee Name Fargo – Cass Public Health		Project Director Tim Wiedrich	
Address 1240 – 25 th Street South		Address 1720 Burlington Drive, Suite A	
City/State/ZIP Code Fargo, ND 58103-2367		City/State/ZIP Code Bismarck, ND 58504	
Contact Name Desi Fleming		Contact Name Juli Sickler	
Telephone Number 701-241-1360		Telephone Number 701-328-2293	
Email Address dfleming@fargond.gov		Email Address jsickler@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$220,105	\$0	\$220,105
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$220,105	\$0	\$220,105
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service Grantee will complete the activities identified in Attachment A.			
Reporting Requirements Expenditure reports must be submitted within 30 days of incurring the expense to the North Dakota Department of Health and Human Services (NDDHHS). Final expense report for the period ending June 30, 2024, must be received by July 15, 2024. A mid-year progress report, as prescribed by the NDDHHS, must be submitted by January 31, 2024, for the period of July 1, 2023, through December 31, 2023. A year-end progress report, as prescribed by the NDDHHS, must be submitted by August 31, 2024, for the period of January 1, 2024, through June 30, 2024. Payments will be processed upon Department approval of expenditure reports and progress reports.			
Special Conditions The language contained within the Centers for Disease Control and Prevention Grant Award issued to the Department of Health and Human Services is attached by reference and made a part of this agreement.			
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: <input type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 06/13/2023	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Tim Wiedrich, Director Health Response and Licensure	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Christopher D. Jones, Executive Director	
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.			

Contract Number: G23.003
Unit: Fargo – Cass Public Health
Attachment A: FY2023-2024 BP5

Funding is provided to hire staff for planning and coordination of public health emergency preparedness and response activity in the State of North Dakota. PHEP Statewide Response Team members shall work closely with the North Dakota Department of Health and Human Services (NDDHHS) and community leaders throughout the state to coordinate planning and response activities for health and medical emergency events. Emergency events that require in-state and out-of-state response from team members are described as federal, state, county and/or city declared disaster/emergency, and/or a local public health declared emergency.

- All positions funded by this award must be approved by the NDDHHS.
- Of the total funding awarded with this award, no more than 10% can be used for administrative personnel to assist with this award's activity (accountant, administrative assistance and/or supervisory duties). The remaining funds are restricted to support the response personnel funded as part of the PHEP Statewide Response Team.
- Of the PHEP Statewide Response Team positions hired, one position must be one (1) FTE funded at 100%.
- Expenses such as supplies, rent, communications, etc., for team members NOT funded at 100%, must be allocated accordingly with other funding sources supporting the position.
- All PHEP Statewide Response Team members are required to participate in the following activity:
 - Bi-weekly videoconference meetings with the State.
 - State-hosted exercises, as requested.
 - Annual training sessions equal to 20 hours as prescribed by the NDDHHS.
 - Assist the local public health units in conducting at least one NDDHHS approved full-scale exercise per five-year period at a POD (Point of Dispensing) site within that local public health unit's jurisdiction. COVID-19 response activities will count towards this requirement with completed AAR.
- Team members that have been assigned a port-a-count machine will be responsible to provide fit-testing as requested by other entities that include, but are not limited to EMS, hospitals, long term care, public health, law enforcement and fire departments. Grantees will store Department-owned port-a-count machines from the State Medical Cache and allow other agencies from their region to borrow the said machines for the purposes of fit testing staff and responders.

Each port-a-count machine must have training/testing records maintained by the respective team members using the forms/methods mutually agreed upon by the Grantee and the Department. Grantee will keep accurate tracking records of the port-a-count machines assigned to their public health unit and have those records available at the Department's request. 30 days prior to expired calibration dates, grantee will provide notification to the Emergency Preparedness and Response (EPR) Unit and assist EPR staff with collecting the machines to be sent back to the manufacturer for proper calibration. The EPR office will return the machines to the Grantee once calibration activities are completed by the manufacturer.

Grantee will provide accurate tracking records to the EPR office. Tracking records will include dates the machine was checked out and returned by a single agency, the name of the agency that used the machine and number of staff/responders fit tested during the time the machine was checked out with said agency. Prepared tracking/training records will be submitted to the

Department as attachments to the progress reports identified under the reporting requirements of this Notice of Grant Award.

The following activities are also eligible for reimbursement through this award. Eligible expenses for each include equipment, office supplies, travel, salaries, rent, utilities, connectivity/communication fees, IT software, training and professional development costs.

1. Participation in trainings, exercises, and drills as conducted by NDDHHS.
2. Active participation in and/or coordination of local planning and preparedness committees.
3. Assist local public health units with coordination of local all hazards planning with local emergency management.
4. Assist with maintenance of local health and medical emergency operations plans (updates should occur annually). All plans should be available in the HAN Document Library i.e., local all hazards' plans, pandemic influenza plans, risk communications plans, POD plans, etc.
5. Assist with maintenance of accurate contact information for local emergency plans, public health POD groups, regional groups, local public health groups, etc.
6. Work with local partners to conduct call down drills of the individuals identified to respond in each plan.
7. Maintain Incident Command training by completing the following NIMS courses: ICS100, ICS200, ICS 300, ICS 400, ICS700, and ICS800.

Other activities may be eligible for funding as mutually agreed upon between the local public health unit and the North Dakota Department of Health and Human Services, Emergency Preparedness and Response Unit.


The PHEP Statewide Response Team members funded by this grant award are expected to respond to emergency events across the State of North Dakota as requested by the North Dakota Department of Health and Human Services. However, there may be situations that prevent a team member from responding as requested. These situations may include, but are not limited to, sickness or injury; a team member's family member being sick or injured and requiring assistance with care; funeral; or an emergency identified by the local public health administrator. These and other situations will be discussed between the local public health administrator and the Director of the Health Response and Licensure Section and/or the EPR Director at the time of the request.



(26)

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 21, 2023

**RE: NOTICE OF GRANT AWARD FROM ND DEPARTMENT OF
HEALTH AND HUMAN SERVICES FOR FAMILY PLANNING
TELEHEALTH INFRASTRUCTURE ENHANCEMENT AND
EXPANSION GRANT.
GRANT NUMBER: G21.1300
CFDA: 93.217
FUNDS: \$61,377
EXPIRES: 05/31/2024**

The attached notice of grant award for \$61,377 is for the enhancement of the telehealth system for providing Family Planning Title X services.

No budget adjustment is required for this grant.

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

Suggested Motion:

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

DF/lls
Attachment

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (09-2022)

Grant Number G21.1300	CFDA Name Family Planning Services	CFDA Number 93.217
FAIN Number FPHA006604	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 6/15/2023
Grant End Date 5/31/2024	Federal Awarding Agency Department of Health and Human Services	

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

Title of Project/Program Family Planning Telehealth Infrastructure Enhancement and Expansion Grant	North Dakota Department of Health and Human Services (NDDHHS) Project Code 4551 HLH 5633 01
Grantee Name Fargo Cass Public Health	Project Director Cora Rabenberg
Address 1240 25 th Street S	Address 600 E. Boulevard Ave., Dept. 325
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58505-0250
Contact Name Desi Fleming	Contact Name Cora Rabenberg
Telephone Number 701-241-1360	Telephone Number 701-328-4535
Email Address dfleming@fargond.gov	Email Address crabenberg@nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$61,377	\$0	\$61,377
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$61,377	\$0	\$61,377
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %

Scope of Service

Grantee agrees to build, enhance and expand the Grantee's telehealth infrastructure and capacity for Title X family planning services. Grantee must follow Sections 1001, 1007 and 1008 of the Title X Public Health Service Act: 42 CFR Part 59, subpart A. Grantee must follow the North Dakota Family Planning Program's Policy and Procedure and Protocol manuals as provided. Grantee must follow the approved FY2022-2023 application.

Reporting Requirements

Monthly, quarterly, semi-annual and annual reports are to be submitted to the Family Planning Program state office as outlined by the North Dakota Family Planning Program Policy and Procedures manual and Delegate Reporting Schedule. Failure to submit the required reports and attend de director meetings will result in the reevaluation of services and funding. Reimbursement will be processed upon Department approval of expenditures and reports. Request for reimbursement must be submitted using the Program Reporting System (PRS). Expenditure report for the period ending June 30, 2023, must be received by July 14, 2023. Expenditure report for the period ending May 31, 2024, must be received by June 30, 2024.

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, 2021 to June 30, 2023 [Finance Use Only: ☒ Requirements Received; ☒ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 06/21/2023	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Deanna Askew, Unit Director, Family Health and Wellness	
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.

(27)

MEMORANDUM

TO: Fargo City Commission

FROM: Mark Williams, Assistant Director of Planning & Development 

DATE: June 13, 2023

SUBJECT: 2023 Street Fair Parking Request

The Downtown Community Partnership (DCP) has requested to use the decommissioned Main Avenue parking lot located 501 Main Avenue. The 2023 Street Fair will be from July 13 to July 15 and the DCP hopes to utilize that space for parking of the food court vendors. This is consistent with the operation of the street fair and what has been approved in the past.

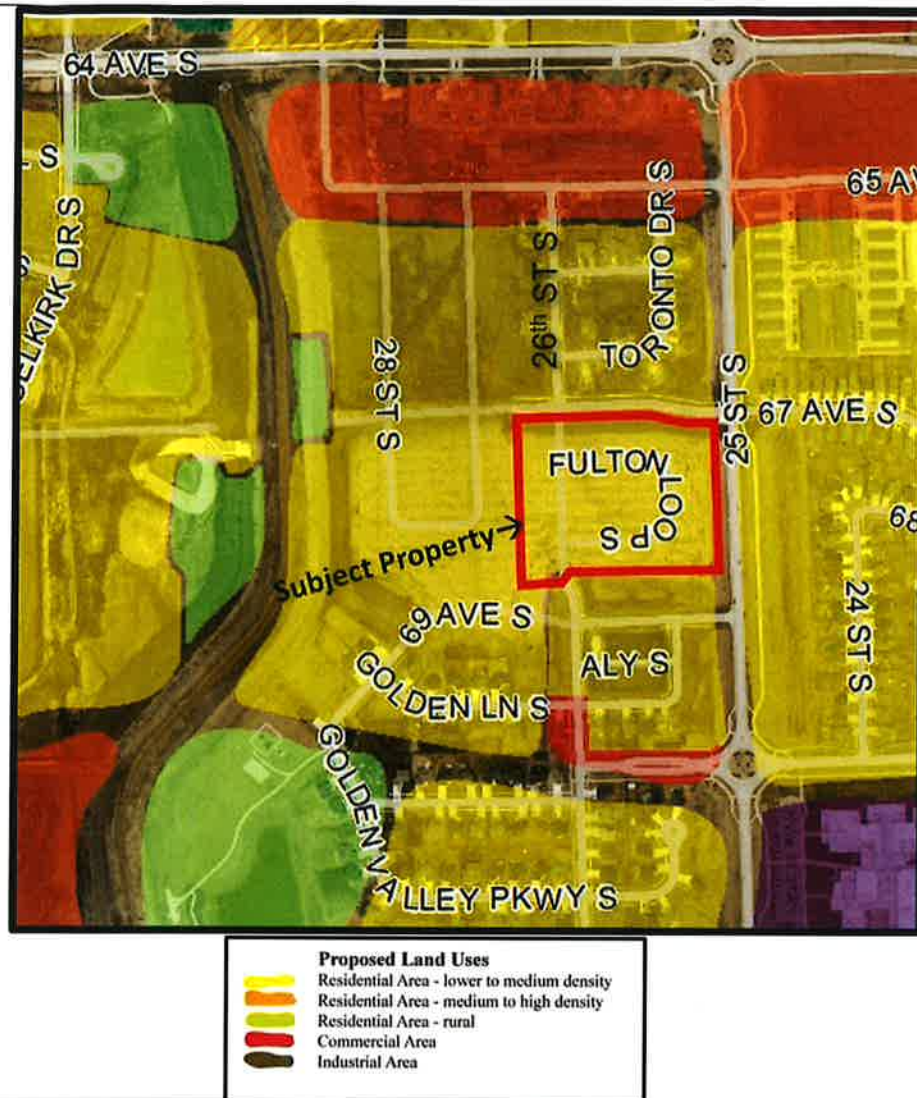
Recommendation: Approve the request by the DCP to utilize the property located at 501 Main Avenue for the 2023 Street Fair.

28

City of Fargo Staff Report			
Title:	Golden Valley Seventh Addition	Date:	2/1/2023
		Update:	6/22/2023
Location:	6709-6865 26th Street South; 2505-2594 Fulton Loop South	Staff Contact:	Donald Kress, planning coordinator
Legal Description:	Lots 1 through 10, Block 1, Lots 1 through 20, Block 3, and Lots 1 through 12, Block 4, Golden Valley Third Addition		
Owner(s)/Applicant:	76 th Street Holdings, LLC / EagleRidge Development--Jon Youness	Engineer:	Mead and Hunt
Entitlements Requested:	Minor Subdivision (Plat of Golden Valley Seventh Addition , a replat Lots 1 through 10, Block 1, Lots 1 through 20, Block 3, and Lots 1 through 12, Block 4, Golden Valley Third Addition to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Public Hearing: June 26 th , 2023		

Existing	Proposed
Land Use: Residential (Undeveloped)	Land Use: Residential
Zoning: SR-4, Single-Dwelling Residential	Zoning: SR-4, Single-Dwelling Residential
Uses Allowed: SR-4 - Single-Dwelling Residential allows detached houses, daycare centers up to 12 children, attached houses, duplexes, parks and open space, religious institutions, safety services, schools, and basic utilities;	Uses Allowed: No change proposed
Maximum Density Allowed: SR-4 allows a maximum 12.1 units per acre;	Maximum Density Allowed: No change proposed

Proposal:
The applicant requests one entitlement: 1. A minor subdivision, entitled Golden Valley Seventh Addition, which is a replat of Lots 1 through 10, Block 1, Lots 1 through 20, Block 3, and Lots 1 through 12, Block 4, Golden Valley Third Addition
Surrounding Land Uses and Zoning Districts: <ul style="list-style-type: none"> • North: SR-4: Single-Dwelling Residential; single-dwelling residences and undeveloped lots • East: across 25th Street South SR-4: Single-Dwelling Residential; P/I: Parks/Institutional • South: SR-4: Single-Dwelling Residential; single family residences and undeveloped lots • West: SR-2 and SR-4, Single-Dwelling Residential; platted lots are as yet undeveloped.
Area Plans:
The subject property is located within the 2007 South Fargo Tier 1 East Future Land Use Plan. This plan, amended in 2016 on this property, designates the subject property as "Residential Area—Lower to Medium Density." This land use designation includes the current SR-4 zoning. No growth plan amendment is required.



Context:

Schools: The subject property is located within the Fargo School District, specifically within the Centennial, Elementary, Discovery Middle and Davies High schools.

Neighborhood: The subject property is located within the Davies neighborhood.

Parks: Davies Athletic Complex (1880 70th Avenue S) is located approximately 0.28 miles east of the subject property and offers baseball/softball amenities. Davies Recreational Pool (7150 25th Street S) is located on the opposite corner of the southeast corner of the subject property and offers concessions, restrooms, and swimming pool amenities. Legacy Park (7150 25th Street S) is located approximately 0.13 miles north of the subject property and offers concessions, restrooms, and swimming pool amenities.

Pedestrian / Bicycle: There are shared use path that run along the east boulevard of 25th Street South and the south boulevard of 67th Avenue South adjacent to the subject property.

Transit: The subject property is not along a MATBus route

Staff Analysis:

The subject property is bounded by 25th Street South (east), 67th Avenue South (north); Golden Valley Second Addition (south), and Golden Valley Fifth and Sixth Additions (west).

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.

SUBDIVISION

This plat replats most of Block 1 and all of Block 3 and 4 of Golden Valley 3rd Addition, which was platted in 2020. There has been no development or installation of infrastructure on the project site. There has been no sale of lots to individual owners. All lots are owned by 76th Street Holdings, LLC. The plat generally narrows the existing lots, thereby creating 10 additional lots.

A comparison of the existing number of lots and their widths with the proposed number of lots and their widths is shown in the chart below:

Current Block Number	Current Number of Lots	Current Lot Width Range	Proposed Block Number	Proposed Number of Lots	Proposed Lot Range Revised
1	10	63 ft to 71 ft (mostly 63 ft)	1	12	50 to 64.75 (mostly 50 ft)
3	20	41.6 ft to 67 ft (mostly 60 ft; some lots on curves have approximately 41 ft to 43 ft width at the street)	2	26	30 ft to 58 ft (mostly 48 ft to 50 ft; lots on curves have approximately 30 ft. width at the street)
4	12	40 ft to 71 ft (mostly 55 ft)	3	14	50 ft to 51.5 ft (mostly 50 ft; Lots 7 and 8 have curved street frontages)

All the lots exceed the minimum required lot area of the SR-4 zone of 3,600 square feet. Most lots are in the 6,000 to 6,300 square foot range, with corner lots being larger.

NOTE: The lots widths and areas in Block 2 are modified from the plat approved at the February 7th, 2023 Planning Commission. All lots still meet or exceed the minimum dimensional standards of the SR-4 zone and there is no change in the overall number of lots from the February 7th plat.

ELIMINATION OF PRIVATE ALLEY: Block 3 (originally platted as Block 4, Golden Valley 3rd Addition) was originally platted to have a private alley providing access to the residential garages by way of an easement. This plat vacates that easement and eliminates the alley.

ACCESS: 26th Street South connects the project site to 67th Avenue South to the north and 69th Avenue South to the south. Fulton Loop South is a loop street that connects on both ends to 26th Street South. The nearest arterial is 25th Street South, accessed by way of 67th and 69th Avenues South. No direct access is allowed from 25th Street South or 67th Avenue South.

NEGATIVE ACCESS EASEMENT (NAE): The plat depicts a negative access easement along the full length of the 25th Street South property frontage and the portion of the 67th Avenue South property frontage between 25th and 26th Streets South. This is along the rear yards of lots on the north and east sides of Fulton Loop South. The NAE prohibits direct access to lots in the subdivision from these streets. These lots will take access from Fulton Loop South. The NAE is usually applied along arterials and near intersections with arterials as a traffic and access management tool. This NAE carries over from the Golden Valley Third Addition plat (2020).

BOULEVARD MAINTENANCE: Staff will work with the applicant to coordinate the responsibility of boulevard maintenance along 67th Avenue South (collector street) and 25th Street South (arterial street).

(continued on next page)

Minor Subdivision

The LDC stipulates that the following criteria are met before a minor plat can be approved:

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.**

The current zoning is SR-4, Single Dwelling Residential. No zone change is proposed. This zoning is consistent with the 2007 Growth Plan land use designation of "Residential—Lower to Medium Density" for this property. 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 and responded to one inquiry. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

2. **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.**

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)**

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and approve the proposed plat of the **Golden Valley Seventh Addition**, as outlined in the staff report, as the proposal complies with the 2007 Growth Plan, Standards of Article 20-06, Section 20-0907.B. and C of the LDC, and all other applicable requirements of the LDC."

Planning Commission Recommendation: February 7th, 2023

At the February 7th, 2023 Planning Commission, that Commission, by a vote of 7-0 with two Commissioners absent and two Commission seats vacant, moved to accept the findings and recommendations of staff and moved to recommend approval to the City Commission of the proposed a plat of the **Golden Valley Seventh Addition**, as outlined in the staff report, as the proposal complies with the 2007 Growth Plan, Standards of Article 20-06, Section 20-0907.B. and C of the LDC, and all other applicable requirements of the LDC.

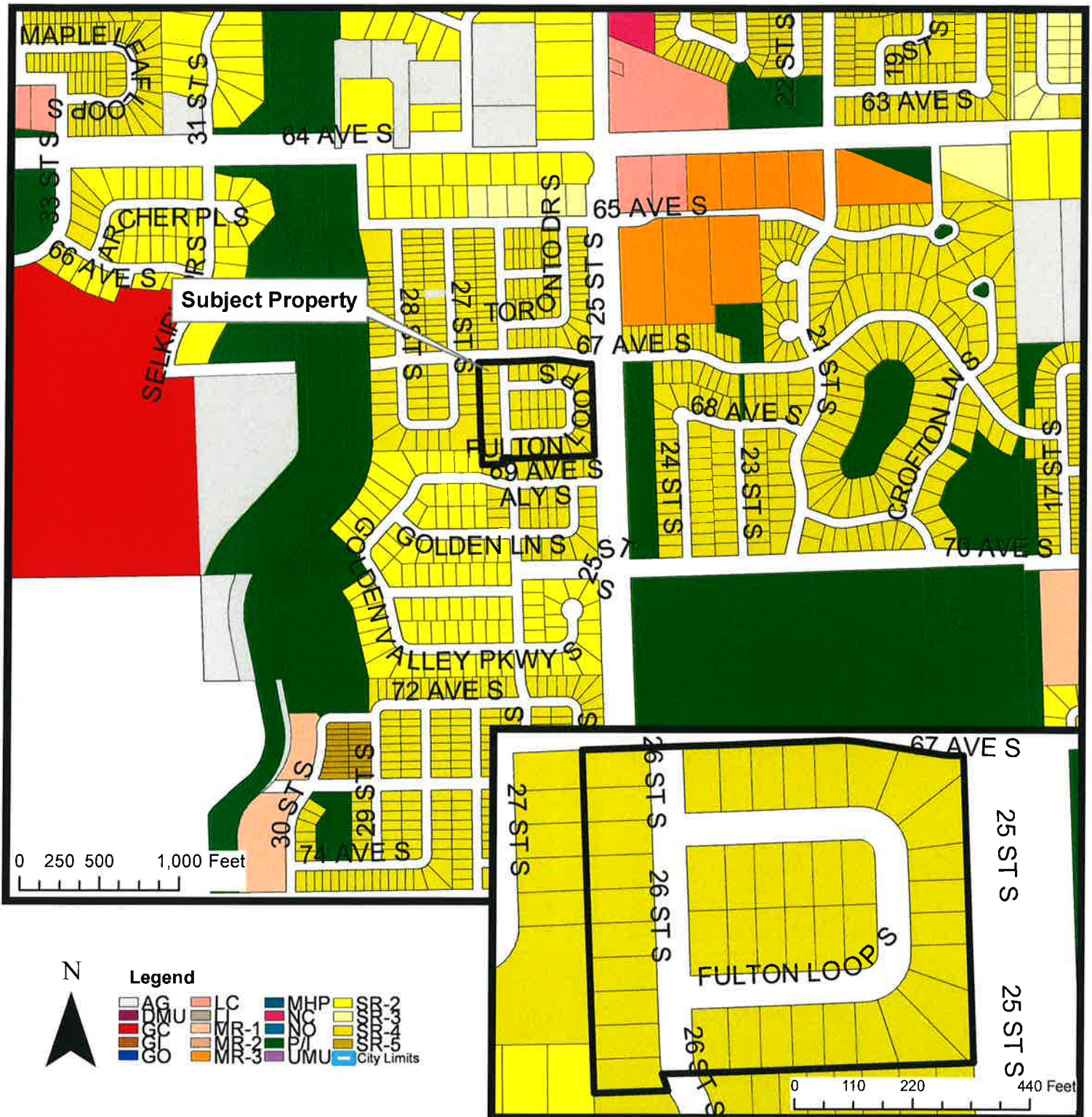
Attachments:

1. Zoning map
2. Location map
3. Preliminary plat

Minor Subdivision

Golden Valley 7th Addition

6709 - 6865 26 Street South
2505 - 2594 Fulton Loop South



Golden Valley 7th Addition



Fargo Planning Commission
February 7, 2023

GOLDEN VALLEY SEVENTH ADDITION

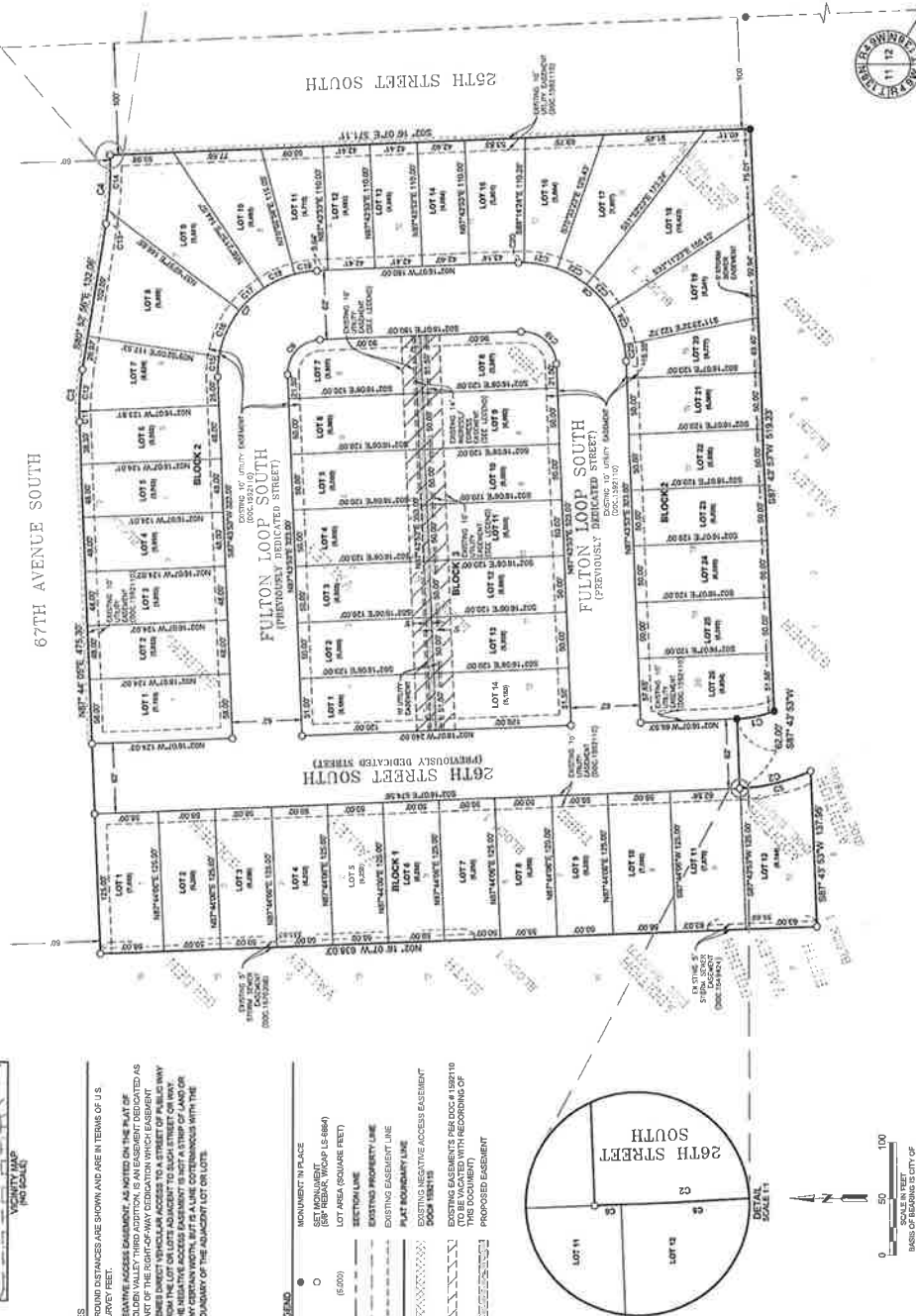
A REPLAT OF LOTS 1 THROUGH 10, BLOCK 1; LOTS 1 THROUGH 20, BLOCK 3; AND LOTS 1 THROUGH 12, BLOCK 4; ALL WITHIN GOLDEN VALLEY THIRD ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, AND A VACATION OF AN INGRESS/EGRESS EASEMENT (A MINOR SUBDIVISION)



- NOTES**
1. ALL DIMENSIONS ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.
 2. NEGATIVE ACCESS EASEMENT, AS NOTED ON THE PLAT OF GOLDEN VALLEY THIRD ADDITION, IS AN EASEMENT DEDICATED AS PART OF THE RIGHT-OF-WAY EASEMENT WHICH EASEMENT FROM THE LOT ON LOTS ADJACENT TO EACH STREET OR HWY. THE NEGATIVE ACCESS EASEMENT IS NOT A STRIP OF LAND OR A STRIP OF EASEMENT, BUT IS A STRIP OF EASEMENT WITH THE BOUNDARY OF THE ADJACENT LOT ON LOTS.
- LEGEND**
- MONUMENT IN PLACE
 - SET MONUMENT (SEE REBAR, WOPR LS 8864)
 - SECTION LINE
 - EXISTING PROPERTY LINE
 - EXISTING EASEMENT LINE
 - PLAT BOUNDARY LINE
 - EXISTING NEGATIVE ACCESS EASEMENT
 - EXISTING EASEMENTS PER DOC # 199210
 - PROPOSED EASEMENT

CURVE #	LENGTH	CHORD BEARING	CHORD LENGTH
C1	34.13	19° 33' 15"	114° 00' 00"
C2	48.23	23° 03' 00"	137° 48' 00"
C3	46.89	11° 22' 00"	156° 24' 00"
C4	55.60	11° 02' 34"	180° 28' 00"
C5	64.31	22° 02' 00"	197° 00' 00"
C6	84.1	18° 00' 00"	207° 00' 00"
C7	144.81	30° 00' 00"	247° 00' 00"
C8	144.81	30° 00' 00"	247° 00' 00"
C9	47.12	30° 00' 00"	147° 00' 00"
C10	47.12	30° 00' 00"	147° 00' 00"
C11	8.79	23° 02' 00"	147° 00' 00"
C12	34.89	30° 00' 00"	180° 00' 00"
C13	15.42	31° 00'	182° 00' 00"
C14	48.23	23° 03' 00"	137° 48' 00"
C15	18.15	11° 18' 00"	187° 24' 00"
C16	48.23	23° 03' 00"	137° 48' 00"
C17	20.00	18° 41' 00"	147° 00' 00"
C18	20.00	18° 41' 00"	147° 00' 00"
C19	30.38	12° 48' 00"	157° 00' 00"
C20	4.86	31° 00'	187° 00' 00"
C21	30.00	18° 41' 00"	147° 00' 00"
C22	30.29	18° 41' 00"	147° 00' 00"
C23	30.00	18° 41' 00"	147° 00' 00"
C24	33.00	24° 47' 00"	187° 42' 00"
C25	14.65	30° 00'	187° 00' 00"

Mead & Hunt
 Phone: 701-566-6450
 mead@meadandhunt.com
 PROJECT NO. 465020-22877.61
 SHEET 1 OF 2



GOLDEN VALLEY SEVENTH ADDITION

A REPLAT OF LOTS 1 THROUGH 10, BLOCK 1; LOTS 1 THROUGH 20, BLOCK 3; AND LOTS 1 THROUGH 12, BLOCK 4; ALL WITHIN GOLDEN VALLEY THIRD ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA; AND A VACATION OF AN INGRESS/EGRESS EASEMENT (A MINOR SUBDIVISION)

OWNER'S CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS, That 7th Street Holdings, LLC is the owner of a parcel of land located in that part of the Northeast Quarter of Section 10, Township 15N, Range 10W, Cass County, North Dakota, being more particularly described as follows:

Lots 1 through 10, Block 1, Lots 1 through 20, Block 3 and Lots 1 through 12, Block 4 of GOLDEN VALLEY THIRD ADDITION, according to the recorded plat thereof on file and of record in the Office of the County Recorder, Cass County, North Dakota.

Containing 9.88 acres, more or less.

Said owners of the above described property have caused the same to be surveyed and platted as "GOLDEN VALLEY SEVENTH ADDITION" to the City of Fargo, and does hereby dedicate to the public, for public use, all the land shown on this plat as "GOLDEN VALLEY SEVENTH ADDITION" as "Public". The streets shown "PREVIOUSLY DEDICATED" and shown on this plat were dedicated in one or more prior plats and are not being dedicated through or by this plat, but said party (owner) acknowledges them as current and existing public streets.

OWNER:
7th Street Holdings, LLC

[Signature]
Secretary/Treasurer, Secretary
State of North Dakota
County of Cass
SS

On this 14 day of April, 2013, appeared before me, Jonathan Younes, Secretary, 7th Street Holdings, LLC, known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that they executed the same as their own free act and deed.

[Signature]
Notary Public
My Commission Expires Oct 11, 2015

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Jason Ness, Professional Land Surveyor, 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 same have been located and marked in accordance with the laws of said State of North Dakota; and that the monuments for the same have been located and marked in the ground as shown.

Dated this 14 day of April, 2013.

[Signature]
Jason Ness, P.L.S.
Professional Land Surveyor
Registration No. LS-5284
State of North Dakota
County of Cass
SS

On this 14 day of April, 2013, appeared before me, Jason Ness, known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that he executed the same as his own free act and deed.

[Signature]
Notary Public
My Commission Expires Oct 11, 2015

CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planning Commission this 1 day of February, 2013.

[Signature]
Roddy Schneider
Planning Commission Chair

State of North Dakota
County of Cass
SS

On this 20 day of April, 2013, before me, a notary public in and for said county, personally appeared Roddy Schneider, Planning Commission Chair, known to me to be the person described in and who executed the same as a free act and deed.

Notary Public

FARGO CITY COMMISSION APPROVAL

Approved by the Board of Commissioners and entered filed this 20 day of April, 2013.

[Signature]
Timothy J. Mahoney
Mayor

[Signature]
Steven Svingen, City Auditor

State of North Dakota
County of Cass
SS

On this 20 day of April, 2013, before me, a notary public in and for said county, personally appeared Timothy J. Mahoney, Mayor, and Steven Svingen, City Auditor, known to me to be the persons described in and who executed the same as a free act and deed.

Notary Public

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

Approved by the City Engineer this 27 day of April, 2013.

[Signature]
Brenda E. Dwyer, P.E.
City Engineer

State of North Dakota
County of Cass
SS

On this 27 day of April, 2013, before me, a notary public in and for said county, personally appeared Brenda E. Dwyer, known to me to be the person described in and who executed the same as a free act and deed.

[Signature]
Notary Public
My Commission Expires Oct 11, 2015

Mead & Hunt

Phone: 701-598-6459
meadhunt.com

PROJECT NO.
FARGO 12-07-01
SHEET 2 OF 2

June 26th, 2023

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

RE: Sole Source Procurement – Filmtec Corporation
Effluent Reuse Facility - Ultra Filtration Membranes (SSP23116)

Dear Commissioners:

The Water Reclamation Facility (WRF) operates an Effluent Reuse Facility (ERF) that treats secondary effluent to reverse osmosis (RO) quality water for industrial use at an ethanol plant in Casselton. The ERF provides over a million gallons per day that would ordinarily be discharged into the river. A critical "first step" component of the treatment process is the Ultra Filtration (UF) Membranes. The UF membranes are exposed to a wide range of contaminants and a constant, rigorous cleaning regimen. A failure of one of the UF skids would result in 40% less water produced and greater wear and tear of the remaining 3 skids.

The UF membranes have been in service for over 6 years, but recently there has been some reduction in performance. The cleaning regimen has increased, resulting in additional cost in labor and chemicals. While this is not creating current issues for the ethanol plant, it would be prudent to have a supply of replacement UF membranes to ensure that there will not be a reduction/gap in water production.

The attached invoice delineates a unique/specific series of UF membrane that can be seamlessly installed into the UF skids. Features of "like or similar" membranes from other vendors may result in improper fit/alignment creating installation, performance and efficiency issues. Replacing deteriorating membranes will increase production efficiencies, cost savings and improved water quality. The L20N PVDF Ultra Filtration membrane was the original membrane installed in 2007, and is proprietary to the Filmtec/Evoqua/Dupont Corporations. The Water Reclamation Utility would like to sole source procure Filmtec replacement UF membranes (for one skid) to obtain a known quality, performance and sizing for our current ultra-filtration system.

The cost of 120 membranes @ \$1,039.00 each = \$124,680 (plus energy surcharge @ \$3,740.40) for a total price of \$128,420.40. Funding for this purchase is not included in the 2023 Budget, but the Water Reclamation/ERF Rehab and Renewal Sales Tax Fund 455, has available unused dollars to fund this membrane replacement. Note: The Finance Committee has previously approved this purchase.

Recommended Motion

Approve the Sole Source Procurement for the Effluent Reuse Facility Ultrafiltration Membranes from Filmtec Corporation for \$128,420.40.

Respectfully Submitted,



Jim Hausauer
Water Reclamation Utility Director

MEMORANDUM

June 26, 2023

To: Finance Committee
From: Jim Hausauer, Water Reclamation Utility Director *JA*
Re: Sole Source Procurement – Filmtec Corporation (SSP23116)
Effluent Reuse Facility -Ultra Filtration Membranes (Project WW2301)

Background

If you recall, the Water Reclamation Facility (WRF) operates an Effluent Reuse Facility (ERF) that treats secondary effluent to reverse osmosis (RO) quality water for industrial use at the Tharaldson Ethanol Plant in Casselton. The ERF treats & provides (sells) over a million gallons of water/day that would ordinarily be discharged into the river. A critical component of the treatment process is the Ultra Filtration (UF) Membranes. The UF skids are essentially the “first step” in the filtration process and are exposed wide range of contaminants and a constant and rigorous cleaning regimen. Essentially the UF membranes are the most critical component of the treatment process, as a failure of one of the skids would result in 40% less water produced and greater wear and tear of the remaining 3 skids.

Ultra Filtration Membrane Sole Source

The UF membranes have been in service for over 6 years, but recently there has been some slight reduction in performance. The cleaning regimen has increased for these skids, resulting in an increased cost in labor and chemicals. While this is not creating current issues for the ethanol plant, it would be prudent to have a supply of replacement UF membranes to ensure that there will not be a reduction/gap in water production.

The attached invoice delineates a unique/specific series of UF membrane that can be seamlessly installed into the UF skids. Features of “like or similar” membranes from other vendors may result in improper fit/alignment creating installation, performance and efficiency issues. Replacing deteriorating membranes will increase production efficiencies/cost savings and improved water quality. The L20N PVDF Ultra Filtration membrane was the original membrane installed and is proprietary to the Filmtec/Evopua/Dupont Corporations. The Water Reclamation Utility would like to sole source procure Filmtec replacement UF membranes to obtain known quality, performance and sizing for our current ultra-filtration system. The cost of 120 membranes @ \$1,039.00 each = \$124,680.00 (plus energy surcharge @ \$3,740.40) for a total price of \$128,420.40.

This purchase was not included in the 2023 Budget as this was an unforeseen failure, but Project WW2301 (Water Reclamation/ERF Rehab and Renewal Sales Tax Fund 455) has available unused dollars to fund this membrane replacement.

Recommended Motion

Approve the Sole Source Procurement for the Effluent Reuse Facility Ultrafiltration Membranes from Filmtec Corporation in the amount of \$128,420.40.



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Filmtec Corporation, Edina MN

Estimated Dollar Amount of Purchase:

\$128,420.40

Is this procurement funded by a federal grant?

No

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

The project/service is required to:

The Water Reclamation Facility (WRF) operates an Effluent Reuse Facility (ERF) that treats secondary effluent to reverse osmosis (RO) quality water for industrial use at an Ethanol Plant. A critical component of the treatment process is the Ultra Filtration (UF) Membranes. The UF skids are essentially the "first step" in the filtration process and are exposed wide range of contaminants and a constant and rigorous cleaning regimen. The UF membranes are a critical component of the treatment process, as a failure of one of the skids would result in 40% less water produced and greater wear and tear of the remaining 3 skids. The UF membranes have been in service for over 6 years, but recently there has been some slight reduction in performance. The cleaning regimen has increased for these skids, resulting in an increased cost in labor and chemicals. While this is not creating current issues for the ethanol plant, it would be prudent to have a supply of replacement UF membranes to ensure that there will not be a reduction/gap in water production.

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

The attached invoice delineates a unique/specific series of UF membrane that can be seamlessly installed into our UF skids. Features of "like or similar" membranes from other vendors may result in improper fit/alignment creating installation, performance and efficiency issues. The L20N PVDF Ultra Filtration membrane was the original membrane installed in 2007 and is proprietary to the Filmtec/Evoqua/Dupont Corporations.

Provide a brief description of how your investigation was conducted. (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. **)

The L20N PVDF Ultra Filtration membrane was the original ERF UF membrane installed in 2007 and is proprietary to the Filmtec/Evoqua/Dupont Corporations. Filmtec replacement UF membranes will provide known quality, performance and sizing for our current ultra-filtration system.

****If all sources are not investigated a competitive solicitation must be issued.**

Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

Features of "like or similar" membranes from other vendors may result in improper fit/alignment creating installation, performance and efficiency issues. The L20N PVDF Ultra Filtration membrane was the original UF membrane installed in 2007 and is proprietary to the Filmtec/Evoqua/Dupont Corporations. The Water Reclamation Utility would like to sole source procure Filmtec replacement UF membranes to obtain known quality, performance and sizing for our current ultra-filtration system.

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

NA--No piggyback procurement

This purchase was not included in the 2023 Budget as it is an unforeseen failure, but Project WW2301 (Water Reclamation/ERF Rehab & Renewal Sales Tax Fund 455) has available unused dollars to fund this membrane replacement.(see attached)

The cost of 120 membranes @ \$1,039.00 each = \$124,680 (plus energy surcharge of \$3,740.40) for a total price of \$128,420.40.

Signature: Jim Hausauer
Digitally signed by Jim Hausauer
Date: 2022.03.23 10:21:14
+05'00'
(Requestor)

Printed Name: James Hausauer

Department: Water Reclamation Utility

Title: Utility Director

Date: 6/26/2023

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

JH (Requestor initials)

QUOTATION

FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES FilmTec Corporation		Document Date 05/17/2023		Order Number 41165733	
		Customer P.O. number 05172023		05/17/2023	
Ship-to / Consignee CITY OF FARGO 3400 N BRDWY FARGO ND 58102-0000		Sold-to CITY OF FARGO WASTE WATER DEPARTMENT c/o FARGO WASTEWATER TREATMENT PLANT PO Box 2083 FARGO ND 58107			
Forwarding Agent/Notify Party/End User					
Transport Mode	Shipping Point SARDO & SONS WHSE 0014 WS				
Carrier / Drayage		Country Shipped From United States		Country of Destination United States	
Unloading Point		INFORMATION			
Terms of Delivery and Payment PPD Destination NET 30 DAYS FROM INVOICE DATE					
Item #	Goods Description Shipping Marks	Quantity	Unit Price	Amount	
10	Valid from: 05/17/2023 Valid to: 08/31/2023 12038353 MODULE, SPARE L20N PVDF Energy Surcharge% Freight Surcharge	120 EA	1,039.00 USD / EA 3.000 %	124,680.00 USD 3,740.40 USD 3,700.00	
	Confirm Date 05/17/2023	Quantity 120 EA			

Waived

JOHN.SHIBILSKI@DUPONT.COM
Fax:

FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES <i>FilmTec Corporation</i>	Document Date 05/17/2023	Order Number 41165733
	Customer P.O. number 05172023	05/17/2023

STANDARD CONDITIONS OF SALE

1. Seller warrants only that (a) any products or services provided hereunder meet Seller's standard specifications for the same or such other specifications as may have been expressly agreed to herein; (b) the sale of any products or services provided hereunder will not infringe the claims of any validly issued United States patent covering such product or service itself, but does not warrant against infringement by reason of (i) the use of any information provided, (ii) the use of any product or service in combination with other products, services, or information or in the operation of any process, or (iii) the compliance by Seller with any specifications provided to Seller by Buyer; and (c) all products provided hereunder were produced in compliance with the requirements of the Fair Labor standards Act of 1938, as amended. WITH RESPECT TO ANY PRODUCTS, SERVICES, OR INFORMATION PROVIDED TO BUYER, SELLER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. Buyer assumes all risk and liability resulting from use of the products, services, or information delivered hereunder, whether used singly or in combination with other products, services, or information.
2. IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY TO BUYER FOR ALL DAMAGES ARISING FROM ANY AND ALL CLAIMS RELATED TO THE BREACH OF THIS AGREEMENT, NONDELIVERY, OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION COVERED BY THIS AGREEMENT, REGARDLESS OF WHETHER THE FORM OF ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID BY BUYER TO SELLER FOR THE PRODUCTS, SERVICES, OR INFORMATION IN RESPECT OF WHICH DAMAGES ARE CLAIMED. NO CLAIM SHALL BE ALLOWED FOR PRODUCT THAT HAS BEEN PROCESSED IN ANY MANNER. FAILURE TO GIVE NOTICE OF A CLAIM WITHIN NINETY (90) DAYS FROM DATE OF DELIVERY, OR THE DATE FIXED FOR DELIVERY (IN CASE OF NONDELIVERY) SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT OF SUCH PRODUCTS, SERVICES, OR INFORMATION. PRODUCTS SHALL NOT BE RETURNED TO SELLER WITHOUT SELLER'S PRIOR WRITTEN PERMISSION. NO CHARGE OR EXPENSE INCIDENT TO ANY CLAIMS WILL BE ALLOWED UNLESS APPROVED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. IN ADDITION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION, TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE PARTIES WAIVE AND AGREE NOT TO ASSERT NON-CONTRACTUAL CLAIMS ARISING UNDER STATE LAW RELATING TO THIS AGREEMENT OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION COVERED BY THIS AGREEMENT. AND THIS AGREEMENT SHALL BE DEEMED TO INCLUDE SUCH LANGUAGE AS MAY BE REQUIRED TO EFFECT SUCH WAIVER. WAIVER BY EITHER PARTY OF ANY DEFAULT BY THE OTHER HEREUNDER SHALL NOT BE DEEMED A WAIVER BY SUCH PARTY OF ANY DEFAULT BY THE OTHER WHICH MAY THEREAFTER OCCUR.
3. No liability shall result from delay in performance or nonperformance, directly or indirectly caused by circumstances beyond the control of the party affected, including, but not limited to, act of God, fire, explosion, flood, war, act of or authorized by any Government, accident, labor trouble or shortage, pandemic, inability to obtain material, equipment or transportation, failure to obtain or hardship in obtaining reasonably priced supplies of materials, or failure of usual transportation mode. Quantities so affected may be eliminated from the agreement without liability, but the agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the product specified herein to enable it to perform this Agreement.
4. If for any reason including but not limited to Force Majeure Seller is unable to supply the total demand for products specified herein, Seller may distribute its available supply among any or all purchasers, as well as departments and divisions of Seller, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.
5. Seller may furnish such technical assistance and information as it has available with respect to the use of the products or services covered by this agreement. Unless otherwise agreed in writing, all such information will be provided gratis. Buyer agrees to evaluate such information, to make an independent decision regarding the suitability of such information, products and services for Buyer's application, and only use such products, services and information pursuant to then current good product stewardship principles and all regulatory requirements applicable to Buyer's business.
6. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the products and its properties. Buyer will forward such information to its employees, contractors and customers who may distribute, handle, process, sell or use such products, and advise such parties to familiarize themselves with such information. Buyer agrees that products sold hereunder will not knowingly be resold or given in sample form to persons using the products for purposes contrary to recommendations given by Seller or prohibited by law, but will be sold or given as samples only to persons who can handle, use and dispose of the products safely. Unless agreed to by Seller in a written agreement covering such use, in no event shall Buyer use products or resell products for use in the manufacture of any implanted medical device. Buyer agrees that export of any product, service or information provided hereunder shall be in accordance with applicable Export Administration Regulations.
7. Except as may be contained in a separate trademark license, the sale of product (even if accompanied by documents using a trademark or trade name of Seller) does not convey a license, express or implied, to use any trademark or trade name of Seller, and Buyer shall not use any trademark or trade name of Seller in the conduct of its business without Seller's prior written consent.
8. The Buyer shall reimburse the Seller for all taxes, (excluding income taxes) excises or other charges which the Seller may be required to pay to any Government (National, State or Local) upon the sale, production or transportation of the products, services, or information sold hereunder.
9. In the event Buyer fails to fulfill Seller's terms of payment, or in case Seller shall have any doubt any time as to Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.
10. This agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. Seller reserves the right to sell, assign, or otherwise transfer its right to receive payment under this agreement.
11. Dispute Resolution and Arbitration - Buyer and Seller agree to arbitrate all disputes, claims or controversies whether based on contract, tort, statute, or any other legal or equitable theory, arising out of or relating to (a) this Agreement or the relationship which results from this Agreement, (b) the breach, termination or validity of this Agreement, (c) the purchase or supply of any product, service, or information provided by Seller, (d) events leading up to the formation of Buyer's and Seller's relationship, and (e) any issue related to the creation of this Agreement or its scope, including the scope and validity of this paragraph. The parties shall before and as a condition to proceeding to arbitration attempt in good faith to resolve any such claim or controversy by mediation under the International Institute for Conflict Prevention & Resolution ("CPR") Mediation Procedure then currently in effect. Unless the parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals. Any such claim or controversy which remains unresolved 60 days after the appointment of a mediator or 60 days after good faith efforts by either party to proceed to mediation shall be finally resolved by binding arbitration in accordance with the CPR Rules for Non-Administered Arbitration then currently in effect by three independent and impartial arbitrators, none of whom shall be appointed by either party. This Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of any state laws inconsistent therewith. Such arbitration shall be conducted in a city to be chosen by the arbitrators which is not the principal place of business of either party, and the arbitrators and the parties shall conduct such arbitration in accordance with such procedures as may be necessary to permit use of the then current CPR Arbitration Appeal Procedure. Any judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. In the event that either party wishes to appeal an award, the parties shall follow the then current CPR Arbitration Appeal Procedure. Buyer and Seller agree not to file or join any class action or class arbitration, seek or consent to class relief, or seek or consent to the consolidation or joinder of its claims with those of any third party. If any clause within this Arbitration Provision (other than the agreement regarding the conduct of the arbitration in the preceding sentence) is found to be illegal or unenforceable, that clause will be severed from unenforceable and if the arbitrators permit a class arbitration or consolidated or joined matter to proceed, this entire Arbitration Provision will be unenforceable, and the dispute may be decided by a court. The obligations set forth in this paragraph shall survive the termination or expiration of this Agreement.
12. In addition to these Standard Conditions of Sale, any Special Conditions of Sale set forth on this invoice or in the current price list for the products or services sold hereunder shall apply and are incorporated by reference. Unless otherwise specified therein, title, liability for and risk of loss to Product sold hereunder passes to Buyer upon loading for shipment at Seller's producing location.
13. This Agreement shall be construed and governed by Delaware law, without regard to any applicable conflicts of law provisions, and the terms of the UCC, rather than the United Nations Convention on Contracts for the International Sale of Goods, shall apply.
14. Except as expressly provided in any other term or condition of this Agreement, any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
15. As part of the sale of goods hereunder, Seller may collect, use and disclose Personal Information about Buyer including company name, address, banking and credit information as well as name, phonenummer, email address and other contact details of natural persons within Buyer's organization and Buyer's contractors. Seller may share Personal Information with its affiliates and selected third parties around the world in order to complete the sale of goods, as described in Seller's privacy statement. <https://www.dupont.com/privacy.html>
16. This Agreement supersedes all prior agreements, representations and understandings between the parties (whether written or oral) with respect to its subject matter and constitutes (along with the exhibits and schedules attached hereto) a complete and exclusive statement of the terms of the agreement between the parties with respect to the provision of products or services hereunder. Not by way of limitation of the unqualified nature of the foregoing, Buyer acknowledges, agrees and represents that it is not relying upon, and it has not been induced by, any representation, warranty, statement made by, or other information provided by Seller in connection with its decision to purchase or use any product, service, information or technology, other than the representations and warranties Seller as and only to the extent expressly provided in this Agreement. No modification of this Agreement shall be binding upon Seller unless separately contracted in writing and executed by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this invoice by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance or use of the products, services, information or technology shall be equivalent to Buyer's assent to the terms and conditions hereof.

(30)

June 22, 2023

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

RE: Proposal Award for Tankless Hot Water Heater Project No. WA2206 - RFP23105

Commissioners:

On June 16th, 2023, Water Utility staff received and opened proposals for a Tankless Hot Water Heater Project (No. WA2206) for the Water Treatment Plant. One proposal was submitted and received by the deadline.

The results were as follows:

<u>Firm</u>	<u>Price Each</u>
Peterson Mechanical, Inc	\$78,000.00

The review committee, consisting of Troy Hall, Dan Portlock and Tanner Smedshammer, determined that this proposal was compliant. Peterson Mechanical, Inc. met all required specifications and had a proposed price within budget. It is in the 2023 budget and funded through infrastructure sales tax (Fund 450). Our recommendation is to award based on the proposal from Peterson Mechanical, Inc.

SUGGESTED MOTION:

Approve the recommendation to award Peterson Mechanical, Inc to complete the Tankless Hot Water Heater Project at the Water Treatment Plant for \$78,000.00.

Respectfully Submitted,



Dan Portlock
Water Utility Engineer

PETERSON MECHANICAL, INC.

P.O. Box 302 • 3001 1st Avenue North • Phone 293-7206 • FAX 293-8683
Fargo, North Dakota 58107

Proposer's Information

Peterson Mechanical Inc.
3001 1st Ave N, Fargo, ND
701-293-7206

Qualifications and Experience

Peterson Mechanical has been in business for 69 years.
Company Representative: Mike Peterson. Vice President
Past projects with tankless water heater installations:

1. Fargo Dome
2. Moorhead Public Schools
3. West Fargo Public School
4. Glyndon High School

Work Plan

Schedule
Start date: 9/5/2023.
Completion Date: 10/6/2023.

Schedule of Fees

\$78,000.00 to complete the project.

PETERSON MECHANICAL, INC.

P.O. Box 302 • 3001 1st Avenue North • Phone 293-7206 • FAX 293-8683
Fargo, North Dakota 58107

June 16th, 2023

City of Fargo Auditor's office
225 4th Street N
Fargo, ND 58102

Re: RFP23105 Tankless Hot Water Heater Project

A. Peterson Mechanical Inc. bases this bid for the plumbing upon the RFP by The City of Fargo. We acknowledge addendum No. 1.

Bid Includes

- 6 -199K BTU High-Efficiency gas Tankless Water Heaters
- Plumbing piping
- Water Heater Venting and Intake
- Gas Piping
- Core drilling
- Insulation
- Start-up

Bid Excludes

- After Hours and Weekend Work
- Dumpsters
- Painting of exposed piping
- Electrical Work

Base Bid

\$78,000.00

If you have any questions regarding this bid, please call our office.

Respectfully submitted,



Mike Peterson