

FARGO CITY COMMISSION AGENDA
Monday, March 4, 2024 - 4:00 p.m.

Roll Call.

PLEASE NOTE: The Board of City Commissioners will convene at 4:00 p.m. in the City Commission Chambers and retire into Executive Session in the Red River Room for the purpose of attorney consultation regarding Case Number 09-2023-CV-02540 titled "City of Fargo v. State of North Dakota" and that discussing the risks, strengths or weaknesses of an action of the public entity in open meeting will have a negative fiscal effect on the bargaining and/or litigation position of the City of Fargo. An Executive Session in accordance with North Dakota Century Code Section 44-04-19.2 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, February 20, 2024).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Letter of Support for the Synclaire Events Center project to the ND Opportunity Fund.
- 2. Letter of Support for the Anvil Design and Manufacturing project to the ND Opportunity Fund.
- 3. 2nd reading and final adoption of an Ordinance Amending Section 31-0102 of Article 31-01 of Chapter 31 of the Fargo Municipal Code Relating to the International Property Maintenance Code; 1st reading, 2/20/24.
- 4. 2nd reading and final adoption of an Ordinance Rezoning a Certain Parcel of Land Lying in Rheault Second Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 2/20/24.
- 5. Site Authorizations for Games of Chance:
 - a. Arc Upper Valley at CJ's Tavern.
 - b. Boys and Girls Club of the Red River Valley at Fargo Billiards/Gastropub.
 - c. Horse Race North Dakota at The Old Broadway.
- 6. Applications for Games of Chance:
 - a. BPOE Elks Lodge #260 for a calendar raffle every Friday 3/8/24-12/27/24.
 - b. St. Joseph's School for a raffle on 4/20/24.

- c. Nordic Culture Clubs for a raffle on 4/6/24.
 - d. Jeremiah Program FM for a raffle on 5/3/24.
 - e. FMWF Chamber of Commerce for a raffle on 7/24/24.
 - f. Love your Buns for a raffle on 3/16/24.
 - g. Kappa Delta Sorority for a raffle on 3/28/24.
 - h. Lend A Hand Up for a raffle on 3/16/24.
 - i. Benefit for Krista Stroh on 3/17/24; Public Spirited Resolution.
 - j. Sons of Norway for a raffle on 5/17/24.
- 7. 2023 CIP Revisions.
 - 8. Drain Reconstruction and Exchange Agreement (Cass County Drain No. 10), Limited Warranty Deeds and Access Easements with Southeast Cass Water Resource District and Sysco North Dakota, Inc. d/b/a Sysco Food Services of North Dakota, Inc.
 - 9. Consent to Construction Agreement with Paul and Kathryn Lindquist for property located at 1443 75th Avenue South.
 - 10. Consent to Construction Agreement with Franklin T. and Wendy S. Fisher for property located at 1455 75th Avenue South.
 - 11. Bid awards for Project No. NR-24-B1:
 - a. General construction contract to Key Contracting, Inc. in the amount of \$4,902,904.00.
 - b. Electrical construction contract to Sun Electric, Inc. in the amount of \$166,000.00.
 - 12. Bid award to Industrial Builders, Inc. in the amount of \$2,549,697.75 for Project No. FM-24-A1.
 - 13. Bid award to Key Contracting, Inc. in the amount of \$8,672,957.00 for Project No. NR-24-A1.
 - 14. Bid award to Asphalt Surface Tech Corp in the amount of \$90,810.00 for Project No. PR-24-C1.
 - 15. Bid advertisement for Project No. SR-24-B.
 - 16. Change Order No. 2 in the amount of \$46,950.74 and time extension to the substantial and final completion dates to 6/3/23 and 5/31/24 for Improvement District No. BN-22-L1.
 - 17. Consulting Engineering Services with Moore Engineering, Inc. for Improvement District No. BR-26-G0.
 - 18. Memorandum of Understanding Regarding Easements and Restoration of Parking Surface, Easement (Temporary Construction Easement), Permanent Easements (Storm Sewer Lift Station and Utility), Permanent Easement (Water Main) and Permanent Easement (Storm Sewer and Utility) with the Park District of the City of Fargo (Improvement District No. NR-24-B1).
 - 19. Bid award to Asphalt Preservation Company, Inc. in the amount of \$1,617,606.87 for Improvement District No. PR-24-E1.
 - 20. Create Improvement District No. BN-23-F (New Paving and Utility Construction).

21. Property Damage Release with Abrahamson Services LLC dba Valley Green & Associates and SECURA Insurance Company.
22. Receive and file General Fund – Budget to Actual through 1/31/24.
23. Task Order No. 1 with KLJ Engineering Inc. in an amount not to exceed \$248,100.00 for Fire Station No. 5 (RFP24010).
24. Addendum to Provision of Nursing Services for the Northern Cass Public School District.
25. Letter of Agreement with AE2S Communications to provide communications and marketing assistance to Fargo Cass Public Health.
26. Notice of Grant Award with the ND Department of Health and Human Services for Title X Family Planning Program (CFDA #93.217).
27. Piggyback purchase through the State of North Dakota NASPO ValuePoint Master Agreement with Hewlett Packard Enterprise Inc. for the purchase of a dHCI server and storage solution for the RRRDC (PBC24133).
28. Third Amendment to Lease Agreement with Boas Northport Fargo LLC.
29. Resolution approving Plat of Trollwood Land Three.
30. Agreement between City of Fargo and Range Renovation Consulting, Inc.
31. Bid award to Q3 Contracting for Concrete Utility Cut Repairs (RFP24114).
32. Bid award to Core and Main for the purchase of Water Main Materials, Miscellaneous Water Distribution Materials, Fire Hydrants/Parts and Miscellaneous Street Materials (RFP24116).
33. Bills.

REGULAR AGENDA:

34. **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:**

35. **PUBLIC HEARING** – Renaissance Zone Project for Block 8, LLC for the rehabilitation of a commercial property located at 814 Main Avenue.
36. **PUBLIC HEARING** - Sewer Repair Assessments for 2023.
37. **PUBLIC HEARING** - Special Assessment of Nuisance Abatement Fees.
38. **PUBLIC HEARING** - Application to transfer the Class “ABH” Alcoholic Beverage License from Fargo Lodging Associates, LLC d/b/a Hilton Garden Inn to FGI Hospitality LLC d/b/a Hilton Garden Inn Fargo located at 4351 17th Avenue South.
39. **PUBLIC HEARING** - Application for a Class “FA” Alcoholic Beverage License for Benedicts FAR LLC d/b/a Benedict’s Fargo to be located at 3165 33rd Street South.

40. **PUBLIC HEARING** - Application filed by Lashkowitz 4 for a Payment in Lieu of Tax Exemption (PILOT) to be located at 101 2nd Street South which the applicant will use primarily for 110 units of affordable housing separated into two projects.
41. **PUBLIC HEARING** - Application filed by Lashkowitz 9 for a Payment in Lieu of Tax Exemption (PILOT) to be located at 101 2nd Street South which the applicant will use primarily for 110 units of affordable housing separated into two projects.
42. Presentation by Gate City Bank regarding the Neighborhood Revitalization Initiative (NRI) Program.
43. Presentation of the Proposed Board of City Commissioners Governance Policies.
44. Liaison Commissioner Assignment Updates.

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

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



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City Administration
225 4th Street North
Fargo, ND 58102

MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research

DATE: February 21, 2024

SUBJECT: Letter of Support for Synclaire Events

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

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

Synclaire Events is planning to open a new wedding and events center in downtown Fargo. They will have four part-time employees to start and will hire more as events increase. The location will be at 613 1st Avenue North in the historic Stone Building. The business has requested a letter of support from the City of Fargo.

Recommended Motion

Provide a letter in support of the Synclaire Events Center business to the North Dakota Opportunity Fund providing match of the Bank of ND interest buy down program.



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City Administration
225 4th Street North
Fargo, ND 58102

MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research



DATE: February 27, 2024

SUBJECT: Letter of Support for Anvil Design

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

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

Anvil Design and Manufacturing specializes in metal design, engineering and manufacturing. The business has seven employees and expects to add 15 new employees over the next five years. The business is relocating to a larger building at 2222 7th Avenue North.

The City recently approved a five-year property tax exemption for this business because it was a primary sector business creating good jobs.

Recommended Motion

Provide a letter in support of the Anvil Design and Manufacturing business to the North Dakota Opportunity Fund providing support for their expansion.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 31-0102 OF ARTICLE 31-01
OF CHAPTER 31 OF THE FARGO MUNICIPAL CODE
RELATING TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota 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, 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 31-0102 of Article 31-01 of Chapter 31 of the Fargo Municipal Code is hereby amended as follows:

* * * *

303.2.1 Fence or Barrier height and clearances. Barrier heights and clearances shall be in accordance with all the following:

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1. The top of the barrier shall be not less than 48 inches above grade where measured on the side of the barrier that faces away from the pool or spa. Such height shall exist around the entire perimeter of the barrier and for a distance of 4 feet measured horizontally from the outside of the pool or spa to the inside of the required barrier.
2. The vertical clearance between grade and the bottom of the barrier shall not exceed 2 inches (51 mm) for grade surfaces that are not solid, such as grass or gravel, where measured on the side of the barrier that faces away from the pool or spa.
3. The vertical clearance between a surface below the barrier to a solid surface, such as concrete, and the bottom of the required barrier shall not exceed 4 inches (102 mm) where measured on the side of the required barrier that faces away from the pool or spa.
4. Where the top of the pool or spa structure is above grade, the barrier shall be installed on grade or shall be mounted on top of the pool or spa structure. Where the barrier is mounted on the top of the pool or spa, the vertical clearance between the top of the pool or spa and the bottom of the barrier shall not exceed 4 inches (102 mm).

303.2.2 Openings. Openings in the barrier shall not allow passage of a 4-inch-diameter (102 mm) sphere.

303.2.3 Solid barrier surfaces. Solid barriers that do not have openings shall not contain indentations or protrusions that form handholds and footholds, except for normal construction tolerances and tooled masonry joints.

303.2.4 Mesh fence as a barrier. Mesh fences, other than chain link fences in accordance with Section 303.2.7, shall be installed in accordance with the manufacturer's instructions and shall comply with the following:

1. The bottom of the mesh fence shall be not more than 1 inch (25 mm) above the deck or installed surface or grade.
2. The maximum vertical clearance from the bottom of the mesh fence and the solid surface shall not permit the fence to be lifted more than 4 inches (102 mm) from grade or decking.

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3. The fence shall be designed and constructed so that it does not allow passage of a 4-inch (102mm) sphere under any mesh panel. The maximum vertical clearance from the bottom of the mesh fence and the solid surface shall not be more than 4 inches (102 mm) from grade or decking.
4. An attachment device shall attach each barrier section at a height not lower than 45 inches (1143 mm) above grade. Common attachment devices include, but are not limited to, devices that provide the security equal to or greater than that of a hook-and-eye-type latch incorporating a spring-actuated retaining lever such as a safety gate hook.
5. Where a hinged gate is used with a mesh fence, the gate shall comply with Section 303.2.10.
6. Patio deck sleeves such as vertical post receptacles that are placed inside the patio surface shall be of a nonconductive material.
7. Mesh fences shall not be installed on top of on-ground residential pools.

303.2.4.1 Setback for mesh fences. The inside of a mesh fence shall be not closer than 48 inches (1219 mm) to the nearest edge of the water of a pool or spa.

303.2.5 Closely spaced horizontal members. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches (1143 mm), the horizontal members shall be located on the pool or spa side of the fence. Spacing between vertical members shall not exceed $1\frac{3}{4}$ inches (44 mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed $1\frac{3}{4}$ inches (44 mm) in width.

303.2.6 Widely spaced horizontal members. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches (1143 mm) or more, spacing between vertical members shall not exceed 4 inches (102 mm). Where there are decorative cutouts within vertical members, the interior width of the cutouts shall not exceed $1\frac{3}{4}$ inches (44 mm).

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1 **303.2.7 Chain link dimensions.** The maximum opening formed by a chain link fence shall be not
2 more than 2 inches (50.8 mm). Where the fence is provided with slats fastened at the top and
3 bottom which reduce the openings, such openings shall be not more than 2 inches (50.8 mm).

4 **303.2.8 Diagonal members.** Where the barrier is composed of diagonal members, the maximum
5 opening formed by the diagonal members shall be not more than 1³/₄ inches (44 mm). The angle
6 of diagonal members shall be not greater than 45 degrees (0.79 rad) from vertical.

7 **303.2.9 Clear zone.** Where equipment, including pool equipment such as pumps, filters and
8 heaters, is on the same lot as a pool or spa and such equipment is located outside of the barrier
9 protecting the pool or spa, such equipment shall be located not less than 36 inches (914mm) from
10 the outside of the barrier.

11 **303.2.10 Doors and gates.** Doors and gates in barriers shall comply with the requirements of
12 Sections 303.3.11 through 303.2.13 and shall be equipped to accommodate a locking device.
13 Pedestrian access doors and gates shall open outward away from the pool or spa, shall be self-
14 closing and shall have a self-latching device.

15 **303.2.11 Utility or service doors and gates.** Doors and gates not intended for pedestrian use,
16 such as utility or service doors and gates, shall remain locked when not in use.

17 **303.2.12 Double or multiple doors and gates.** Double doors and gates or multiple doors and gates
18 shall have not fewer than one leaf secured in place and the adjacent leaf shall be secured with a
19 self-latching device.

20 **303.2.13 Latch release.** For doors and gates in barriers, the door and gate latch release
21 mechanisms shall be in accordance with the following:

- 22 1. Where door and gate latch release mechanisms are accessed from the outside of the barrier
23 and are not of the self-locking type, such mechanism shall be located above the finished
floor or ground surface at residential pools and spas, not less 54 inches (1372 mm).
2. Where door and gate latch release mechanisms are of the self-locking type such as where
the lock is operated by means of a key, an electronic opener or the entry of a combination
into an integral combination lock, the lock operation control and the latch release

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mechanism shall be located above the finished floor or ground surface at residential pools and spas, at not greater than 54 inches (1372 mm).

3. Where the only latch release mechanism of a self-latching device for a gate is located on the pool and spa side of the barrier, the release mechanism shall be located at a point that is at least 3 inches (76 mm) below the top of the gate.

303.2.14 Barriers adjacent to latch release mechanisms. Where a latch release mechanism is located on the inside of a barrier, openings in the door, gate and barrier within 18 inches (457 mm) of the latch shall not be greater than 1/2 inch (12.7 mm) in any dimension.

303.2.15 Structure wall as a barrier. Where a wall of a dwelling or structure serves as part of the barrier and where windows having a sill height of less than 48 inches (1219 mm) above the indoor finished floor, doors and gates shall have an alarm that produces an audible warning when the window, door or their screens are opened. The alarm shall be listed and labeled as a water hazard entrance alarm in accordance with UL 2017.

Exception: An approved means of protection, such as self-closing doors with self-latching devices, is provided. Such means of protection shall provide a degree of protection that is not less than the protection afforded by an alarm that produces an audible warning when the window, door or their screens are opened.

303.2.16 On-ground residential pool structure as a barrier. An on-ground residential pool wall structure or a barrier mounted on top of an on-ground residential pool wall structure shall serve as a barrier where all the following conditions are present:

1. Where only the pool wall serves as the barrier, the bottom of the wall is on grade, the top of the wall is not less than 48 inches (1219 mm) above grade for the entire perimeter of the pool, the wall complies with the requirements of Section 303.2 and the pool manufacturer allows the wall to serve as a barrier.
2. Where a barrier is mounted on top of the pool wall, the top of the barrier is not less than 48 inches (1219 mm) above grade for the entire perimeter of the pool, and the wall and the barrier on top of the wall comply with the requirements of Section 303.2.

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3. Ladders or steps used as means of access to the pool are capable of being secured, locked or removed to prevent access except where the ladder or steps are surrounded by a barrier that meets the requirements of Section 303.
4. Openings created by the securing, locking or removal of ladders and steps do not allow the passage of a 4-inch (102 mm) diameter sphere.
5. Barriers that are mounted on top of on-ground residential pool walls are installed in accordance with the pool manufacturer's instructions.

303.2.17 Natural barriers. In the case where the pool or spa area abuts the edge of a lake or other natural body of water, public access is not permitted or allowed along the shoreline, and required barriers extend to and beyond the water's edge not less than 18 inches (457 mm), a barrier is not required between the natural body of water shoreline and the pool or spa.

303.2.18 Natural topography. Natural topography that prevents direct access to the pool or spa area shall include but not be limited to mountains and natural rock formations. A natural barrier approved by the governing body shall be acceptable provided that the degree of protection is not less than the protection afforded by the requirements of Sections 303.2 through 303.2.16.

* * * *

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 \$1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. 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:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

4

ORDINANCE NO. _____

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

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

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning
9 request on January 2, 2024; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on February 20,
11 2024,

12 NOW, THEREFORE,

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

14 Section 1. The following described property:

15 Lot One (1), Block One (1) of Rheault Second Addition to the City of Fargo, Cass
16 County, North Dakota;

17 is hereby rezoned from "GO", General Office, District to "LC", Limited Commercial, District;

18 and

19 Section 2. The following described property:

20 Lots Two (2) through Four (4), Block One (1) of Rheault Second Addition to the City of
21 Fargo, Cass County, North Dakota;

22 are hereby rezoned from "GO", General Office, District to "MR-3", Multi-Dwelling Residential,
23 District.

Section 3. The City Auditor is hereby directed to amend the zoning map now on file in his
office so as to conform with and carry out the provisions of this ordinance.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 4. This ordinance shall be in full force and effect from and after its passage and approval.

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

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:



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

5m

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

Full, Legal Name of Gaming Organization

Arc Upper Valley

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

CJ's Tavern

Street

1500 East Rose Creek Parkway South

City

Fargo

ZIP Code

58104

County

Cass

Beginning Date(s) Authorized

3/6/24

Ending Date(s) Authorized

6/30/24

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

1

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

Conducted in east room, played in bar area excluding restrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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



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

03/04/2024

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

Steven Sprague/City Auditor

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

**GAMING SITE AUTHORIZATION**
ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)**56**G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Boys and Girls Club of the Red River Valley

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

Fargo Billiards / Gastropub

Street 3234 43rd Avenue South	City Fargo	ZIP Code 58104	County Cass
Beginning Date(s) Authorized 07/01/2024	Ending Date(s) Authorized 06/30/2025	Number of Twenty-One tables, if zero, enter "0" 2	

Specific location where games of chance will be conducted and played at the site (required)**Entire Bar area excluding restrooms and patio area**If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of the event(s) if known**RESTRICTIONS FOR CITY/COUNTY USE ONLY**The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input 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 checked="" type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheel with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input 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 3/4/24
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague	

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-17096 (4-2023)

50

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

Full, Legal Name of Gaming Organization

Horse Race North Dakota

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

The Old Broadway

Street

22 Broadway N

City

Fargo

ZIP Code

58102

County

Cass

Beginning Date(s) Authorized

3/4/24

Ending Date(s) Authorized

06/30/24

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

0

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

Games will be conducted and played in all public areas, excluding bathrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

☐ Bingo

☐ **ELECTRONIC** Quick Shot Bingo

☐ Raffles

☐ **ELECTRONIC** 50/50 Raffle

☐ Pull Tab Jar

☒ Pull Tab Dispensing Device

☒ **ELECTRONIC** Pull Tab Device

☐ Club Special

☐ Tip Board

☐ Seal Board

☐ Punchboard

☐ Prize Board

☐ Prize Board Dispensing Device

☐ Sports Pools

☐ Twenty-One

☐ Poker

☐ Calcuttas

☐ Paddlewheel with Tickets

☐ Paddlewheel Table

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

3/4/24

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

Steven Sprague/City Auditor

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
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



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

pd
ac

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 BPOE ELKS LODGE 260		Dates of Activity (Does not include dates for the sales of tickets)	
Organization or Group Contact Person KEN EVANSON	E-mail ken_evanson@hotmail.com	Telephone Number 701-412-8309	
Business Address 3435 BROADWAY N	City FARGO	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name BPOE ELKS LODGE 260	County CASS
Site Physical Address 3435 BROADWAY 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.)
50/50 RAFFLE EVERY FRIDAY MARCH 31 THRU DECEMBER 27. 3/1-3/8-3/15-3/22-3/29-4/5-4/12-4/19-4/26-5/3-5/10-5/17-5/24-5/31-6/7-6/14-6/21-6/28-7/5-7/12-7/19-7/26-8/2-8/9-8/16-8/23-8/30-9/6-9/13-9/20-9/27-10/4-10/11-10/18-10/25-11/1-11/8-11/15-11/22, 11/29, 12/6, 12/13, 12/20, 12/27

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 RAFFLE	50% OF ALL MONEY GATHERED RETURNED AS CASH PRIZE	\$250-\$500/DRAWING
	43 times	10,750-21,500
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds TO BE DONATED TO ELKS CAMP GRASSICK	
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: 1950.00 (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.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer KENNETH EVANSON	Telephone Number 701-293-5151	E-mail Address ken_evanson@hotmail.com
Signature of Organization Group's Permit Organizer 	Title GENERAL MANAGER	Date 2/20/2024



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

46

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. Joseph's School		Dates of Activity (Does not include dates for the sales of tickets) 4/20/24	
Organization or Group Contact Person Katie Wise	E-mail katie.wise@stjoesmhdhschool.com	Telephone Number 218-233-0553	
Business Address 1005 2nd Ave	City Moorhead	State MN	ZIP Code 56560
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Avalon Events Center		County	
Site Physical Address 2525 9th Ave S	City Fargo	State ND	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) April 20, 2024 - one time event - 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	Half of what is earned	\$2,000 -
Total (limit \$40,000 per year)		\$ 2,000 :

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds...	<i>Guardian Angel Scholarships</i>
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 checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (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 Katie Wise	Telephone Number 218-233-0553	E-mail Address katie.wise@stjoesmhdhschool.com
Signature of Organization Group's Permit Organizer <i>Katie Wise</i>	Title Development Director	Date 2-22-24

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

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 Nordic Culture Clubs		Dates of Activity (Does not include dates for the sales of tickets) 4/6/24	
Organization or Group Contact Person Marit Hordvik		E-mail nordiccultureclubspres@aol.com	
Telephone Number 701-361-2600			
Business Address 219 12th St. S. #2e		City Moorhead	State MN
		ZIP Code 56560	
Mailing Address (if different)		City	State
			ZIP Code

SITE INFO

Site Name Faith United Methodist Church		County Cass	
Site Physical Address 909 19th Ave. N.		City Fargo	State ND
		ZIP Code 58102	
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Nordic Culture Clubs Gala(Fundraising Event with appetizer, meal, entertainment). April 6, 2024 from 5pm-9pm. Single 50/50 raffle event for the gala.			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	Half of ticket sales goes to winner	unknown (est. <\$1000)
Total (limit \$40,000 per year)		\$ 1000.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds 2024 Scandinavian Festival costs(June 21-22, 2024 @ Hjemkomst Center in Moorhead)	
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 checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (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 Marit Hordvik	Telephone Number 701-361-2600	E-mail Address nordiccultureclubspres@aol.com
Signature of Organization Group's Permit Organizer 	Title President Nordic Culture Clubs	Date Feb. 21, 2024



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

Ed

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
Jeremiah Program Fargo-Moorhead

Dates of Activity (Does not include dates for the sales of tickets)
05/03/2024

Organization or Group Contact Person
Andrea Williams

E-mail
awilliams@jeremiahprogram.org

Telephone Number
701-552-5553

Business Address
3104 Fiechtner Dr.

City
Fargo

State
ND

ZIP Code
58103

Mailing Address (if different)

City

State

ZIP Code

SITE INFO

Site Name
Holiday Inn Fargo

County

Site Physical Address
3803 13th Ave S

City
Fargo

State
ND

ZIP Code
58103

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
raffle and raffle board - both once on 05/03/2024

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Trip to Ireland	4500
Raffle Board	Designer Handbag	3000
Total (limit \$40,000 per year)		\$ 7500.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

Operating funds for Jeremiah Program families

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
Andrea Williams

Telephone Number
701-200-1236

E-mail Address
awilliams@jeremiahprogram.org

Signature of Organization Group's Permit Organizer

Title
Dev. Assoc.

Date
2/20/24



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

(Handwritten initials)

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 FMWF Chamber of Commerce		Dates of Activity (Does not include dates for the sales of tickets) July 24, 2024	
Organization or Group Contact Person Nicolette Bresnahan	E-mail nbresnahan@fmwfchamber.com	Telephone Number 701-490-2447	
Business Address 3312 42nd St. S. Suite 101	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Edgewood Golf Course		County Cass	
Site Physical Address 19 Golf Course Rd.	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.) Golf Ball Drop raffle - 7/24/2024			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle/Chance	1st closest to the hole	\$5000
Raffle/Chance	2nd closest to the hole	\$1000
		TOTAL = \$6,000
Total (limit \$40,000 per year)		\$ 6000.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Please see attached document. - depends upon appropriation	
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: \$8,500 (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 Nicolette Bresnahan	Telephone Number 701-490-2447	E-mail Address nbresnahan@fmwfchamber.com
Signature of Organization Group's Permit Organizer <i>(Handwritten signature)</i>	Title Vice President of Events and Programs	Date 2/16/2024



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

(Handwritten initials)

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 Love Your Buns		Dates of Activity (Does not include dates for the sales of tickets) 03/16/2024	
Organization or Group Contact Person Jarod DCamp	E-mail jarod@loveyourbuns.org	Telephone Number 701-261-2028	
Business Address 415 Main St E #773	City West Fargo	State ND	ZIP Code 58078
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Living Waters Lutheran Church		County Cass	
Site Physical Address 4451 40th Ave S	City Fargo	State ND	ZIP Code 58104
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Raffle - 03/16/2024			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	PlayStation 5 (console) and second controller	613.54
Raffle	Apple iPad 10.9-inch Wi-Fi 256GB -10th generation) and pencil	615.23
Raffle	total of additional raffle items on second page	1904.26
Total (limit \$40,000 per year)		\$ 3,133.03

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds educating young adults about signs of young onset colorectal cancer, empower them to get necessary tests, improve survivorship	
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 checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (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 Ronda DCamp	Telephone Number 218-766-4937	E-mail Address ronda.dcamp@gmail.com
Signature of Organization Group's Permit Organizer <i>Ronda DCamp</i>	Title Secretary-Treasurer	Date 02/26/24



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

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

Kappa Delta Sorority

Dates of Activity (Does not include dates for the sales of tickets)

March 28th

Organization or Group Contact Person

Alexa Schneider

E-mail

alexa.schneider@ndsu.edu

Telephone Number

7013706607

Business Address

1210 13th ave N

City

Langdon

State

ND

ZIP Code

58249

Mailing Address (if different)

City

State

ZIP Code

SITE INFO

Site Name

Kappa Delta Sorority

County

Cass

Site Physical Address

1210 13th ave N

City

Fargo

State

ND

ZIP Code

58249

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

one raffle event, prizes to be drawn on March 28th at 6pm

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Scheels giftcard	\$100
Raffle	Spitfire giftcard	\$100
Raffle	Target	\$50
Total (limit \$40,000 per year)		\$ 700.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

80% of proceeds will go to Red river childrens advocacy center and 20% will be donated to Prevent Child Abuse America

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

Alexa Schneider

Telephone Number

7013706607

E-mail Address

alexa.schneider@ndsu.edu

Signature of Organization Group's Permit Organizer

Title

VP events and programming

Date

02/01/2024



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

6h

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 Lend a Hand UP - Brady and Sara Hand Fundraiser		Dates of Activity (Does not include dates for the sales of tickets) 03/16/2024	
Organization or Group Contact Person Brady Hand	E-mail brady.hand@gmail.com	Telephone Number 701-367-3263	
Business Address 4141 28th Ave S.	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different) 3737 Village Green Cir	City Moorhead	State MN	ZIP Code 56560

SITE INFO

Site Name True North Church		County Clay	
Site Physical Address 4837 Amber Valley Pkwy S. Suite 1	City Fargo	State ND	ZIP Code 58104
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) One time 03/16/2024			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Vikings Tickets (2 Tickets)	\$500
Raffle	Foosball Table	\$600
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Medical Expenses
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 checked="" type="checkbox"/> No <input 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 Brady Hand	Telephone Number 701-367-3263	E-mail Address brady.hand@gmail.com
Signature of Organization Group's Permit Organizer Brady Hand	Title	Date 2/28/24



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (4-2023)

21

Applying for (check one)

☒ Local Permit
 ☐ Restricted Event Permit*
Games to be conducted ☐ Raffle by a Political or Legislative District Party
☐ Bingo
 ☒ Raffle
 ☐ Raffle Board
 ☐ Calendar Raffle
 ☐ Sports Pool
 ☐ Poker*
 ☐ Twenty-One*
 ☐ Paddlewheels*

*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 Benefit Krista Stron		Dates of Activity (Does not include dates for the sales of tickets) March 17 th 2024	
Organization or Group Contact Person DeAnn Wika	E-mail deewika40@gmail.com	Telephone Number 701-436-6267	
Business Address	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different) 4140 4 th Ave S #1231	City Fargo	State ND	ZIP Code 58103

SITE INFO

Site Name Specks Bar	County Cass
Site Physical Address 2611 Main Ave	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.) March 17 th - Benefit for employee - Meat Raffle	

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

Game Type	Description of Prize	Exact Retail Value of Prize
Meat Raffle		
Meat Raffle	meat bundle	30 ⁰⁰
Total (limit \$40,000 per year)		\$ 30 ⁰⁰

Intended Uses of Gaming Proceeds

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

☐ Yes
 ☒ No

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

☐ Yes
 ☒ No

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

☐ No
 ☒ Yes - Total Retail Value: 120⁰⁰ (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 DeAnn Wika	Title Manager	Telephone Number 701-436-6267	E-mail Address deewika40@gmail.com
Signature of Organization or Group's Top Official		Title	Date 2/28/24



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

Page 28 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (4-2023)

6j

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 Sons of Norway		Dates of Activity (Does not include dates for the sales of tickets)	
Organization or Group Contact Person Bill Martinson	E-mail Kringenmng@gmail.com	Telephone Number 701-232-9222	
Business Address 722 2nd Ave N	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Sons of Norway		County Cass	
Site Physical Address 722 2nd 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.) May 17th 2024			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Lutefisk Dinners 25/each	350.00
	8-1st 4-2nd 2-3rd	
Total (limit \$40,000 per year)		\$ 350.00

Intended Uses of Gaming Proceeds

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

Name Laurie Knutson	Title Bookkeeper	Telephone Number 701-232-9222	E-mail Address Kringenbkkp@gmail.com
Signature of Organization or Group's Top Official Laurie Knutson		Title Bookkeeper	Date 2-29-24

REPORT OF ACTION

7

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: 2023 CIP Revisions

Location: Various Locations

Date of Hearing: 2/26/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>3/4/2024</u>
PWPEC File	<u>X</u>
Project Files	<u>Tom Knakmuhs</u>

The Committee reviewed the accompanying correspondence from City Engineer, Tom Knakmuhs, regarding final revisions to the 2023 CIP.

There were a number of revisions made throughout the year to the 2023 CIP; projects were added, the size and scope of some projects changed, and some projects that were initially planned were ultimately not bid in 2023. Some projects not bid were still being developed and are expected to be bid in 2024, and some projects did not advance for various reasons.

Staff is recommending removal of PR-23-B1, UR-23-B1, NR-23-C1, MS-23-B0, QN-23-A1, BR-23-K1, HD-23-A1, PN-23-B1, BN-22-E1, BN-23-B1, BN-23-F1, and BN-23-H1 from the 2023 CIP and moving RR-19-A1, DN-23-A1, BN-23-F1, BN-23-G1, and AN-23-A1 to the 2024 CIP.

On a motion by Nicole Crutchfield, seconded by Tim Mahoney, the Committee voted to recommend approval of the CIP revisions.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the 2023 CIP revisions.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Various

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
 Brenda Derrig, Assistant City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Tom Knakmuhs, City Engineer
 Susan Thompson, 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"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<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.
 City Engineer



Memorandum

To: PWPEC

From: Tom Knakmuhs, City Engineer

Date: 2/15/2024

Re: 2023 Capital Improvement Plan Recap and Revisions

There were a number of revisions made throughout the year to the 2023 CIP; Projects were added, the size and scope of some projects changed, and some projects that were initially planned were ultimately not bid in 2023. Some of the projects that were not bid are still being developed and are expected to be bid in 2024, and some projects did not advance for various reasons.

Here is a summary of the revisions to the 2023 CIP:

Pavement Preservation Projects:

- **PR-23-B1 (Concrete Spot Repairs City Wide):**
 - Project PR-22-B1 (Concrete Spot Repairs City Wide) was moved from the 2022 CIP to the 2023 CIP. PR-22-B1 had an estimated construction cost of \$500,000. PR-23-B1 had an estimated construction cost of \$600,000. These two projects were merged. The construction bid amount of this combined project (bid as PR-22-B1) was \$844,363.50.
 - This project should be removed from the 2023 CIP.
- **PR-23-G1 (Mill & Overlay):**
 - This project was added to the 2023 CIP by PWPEC on 5/8/2023.

Storm Sewer Utility Projects:

- **DR-21-A1 (Drainage Repairs – 64th Ave South):**
 - Engineering is still working to secure the necessary easements for this project.
 - This project was previously moved from the 2022 CIP to the 2023 CIP by PWPEC on 1/3/2023.
 - This project was already added to the 2024 CIP by PWPEC on 2/12/2024.

- UR-23-B1 (Storm Sewer Repairs – Spot Repairs):
 - This is a placeholder project for storm sewer repairs that pose a safety hazard. Fortunately this project was not needed in 2023.
 - This project should be removed from the 2023 CIP.
- NR-23-C1 (Storm Sewer Lift Station Repairs):
 - This is a placeholder project for lift station repairs. The capital project funds anticipated for this project have been requested to roll over from 2023 to 2024.
 - This project should be removed from the 2023 CIP.

Traffic and Streetlight Projects:

- RR-19-A1 (Railroad Quite Zone – 7 Ave N and 16 St N):
 - Engineering has encountered a number of issues on this project over the last several years. The consulting engineer that was hired for the project design has had significant turnover, resulting in a number of new project engineers. That turnover has resulted in significant delays in the project design. A project design has been submitted to BNSF for review. We are also still working to secure the necessary easements for this project.
 - This project was previously moved from the 2022 CIP to the 2023 CIP by PWPEC on 1/3/2023.
 - This project should be moved from the 2023 CIP to the 2024 CIP.

Miscellaneous Projects:

- MS-23-B0 (Public Information Coordinator Services):
 - This project was included in the 2023 CIP in the event the city needed additional assistance communicating with the public during any of our projects. The Engineering Department did not require additional assistance in 2023.
 - This project should be removed from the 2023 CIP.
- QR-22-A1 (North Broadway Bridge Demolition):
 - This project was previously moved from the 2022 CIP to the 2023 CIP by PWPEC on 1/3/2023.
- UN-23-B2 (LS 53 Force Main Improvements):
 - This project was added to the 2023 CIP by PWPEC on 1/17/2023.

- BP-23-02 (Demolition – Monarch Building):
 - This project was added to the 2023 CIP by PWPEC on 6/30/2023.

Federal Aid Projects:

- QN-23-A1 (2nd Street Pedestrian Bridge):
 - On February 6, 2023, City Commission made a decision to remove this project from the 2023 CIP.
- SL-23-B1 (LED Replacement):
 - This project was added to the 2023 CIP by PWPEC on 4/10/2023.

Prairie Dog Funds:

- BR-23-K1 (Core Neighborhood Project - Street Reconstruction and Utility Replacement):
 - It was decided that it would be best to not advance this project in 2023 because it would have resulted in a very short notice to the residents that would have been impacted by the project.
 - This project should be removed from the 2023 CIP.

Flood Control Projects:

- HD-23-A1 (Demolition – Flood Buyouts):
 - This project was incorporated into project FM-15-F3.
 - This project should be removed from the 2023 CIP.

New Development Projects:

- DN-23-A1 (New Development – SW Metro Pond Drain):
 - Engineering is still working on acquiring the necessary land to build this project. It is anticipated that this project will bid in 2024, and be built in 2024 and 2025.
 - This project should be moved from the 2023 CIP to the 2024 CIP.
- PN-23-B1 (New Development – 17th St S and 53rd Ave S):
 - This project was protested by a majority of the benefiting properties.
 - This project should be removed from the 2023 CIP.

- BN-22-E1 (New Development – Duda Property):
 - The plat proposed for this improvement was rejected by City Commission. A plat has since been submitted again and is currently going through review and the approval process.
 - If this project moves forward, Engineering will request it be added to the CIP at that time.
 - This project should be removed from the 2023 CIP.
- BN-23-B1 (New Development – Eagle Ridge west of Madelyn's Meadows):
 - A plat was submitted in 2023, but has not been approved.
 - If this project moves forward, Engineering will request it be added to the CIP at that time.
 - This project should be removed from the 2023 CIP.
- BN-23-E1 (New Development – 45 St N from 19 Ave N to 28 Ave N (possibly to 32 Ave N)):
 - This project was created by City Commission on 2/20/2024.
 - This project should be moved from the 2023 CIP to the 2024 CIP.
- BN-23-F1 (New Development – Paul Hyde):
 - This project was added to the 2024 CIP by PWPEC on 1/16/2024.
 - This project should be removed from the 2023 CIP.
- BN-23-G1 (New Development – Veterans Industrial Park):
 - The project design is nearly complete for this project.
 - This project should be moved from the 2023 CIP to the 2024 CIP.
- BN-23-H1 (New Development – 25th St N and 39 ½ Ave N):
 - Engineering is no longer anticipating an infrastructure request for this development.
 - This project should be removed from the 2023 CIP.

- BN-22-E1 (New Development – Duda Property):
 - The plat proposed for this improvement was rejected by City Commission. A plat has since been submitted again and is currently going through review and the approval process.
 - This project was previously moved from the 2022 CIP to the 2023 CIP by PWPEC on 1/3/2023.
 - If this project moves forward, Engineering will request it be added to the CIP at that time.
 - This project should be removed from the 2023 CIP.

Alley Paving Projects:

- AN-23-A1 (Alley Paving - NP Ave to 1 Ave N (11 St S to 12 St S)):
 - The location of this placeholder project was added to the 2023 CIP by PWPEC on 6/30/2023.
 - This project should be moved from the 2023 CIP to the 2024 CIP.

The attached spreadsheets provide greater detail of the differences between to updated CIP, based on the changes previously summarized in this memo, and the initially approved CIP, but below is a brief summary and/or explanation of some of these changes.

- The total CIP, including miscellaneous costs, fees, and contingency, was \$10,483,313 less than initially approved.
- The total amount of Engineering and Admin fees anticipated is now \$5,945,917; down from the \$7,602,506 initially anticipated at the time of the CIP approval.
- Summary of funding changes:
 - Prairie Dog Funds:
 - Elimination of BR-23-K1 resulted in \$3,264,000 of savings. The 2024 CIP was created and approved with the assumption that these savings from 2023 would be utilized in 2024.
 - Sales Tax – Infrastructure:
 - Largest reason for change was the addition of a shared use path on the west side of 25th St S between 64th Ave S and 70th Ave S. This was added to the 2023 CIP and specifically to project BN-23-C1 for the following reasons:
 - This shared use path was not initially installed with the 25th St S paving project and as development has taken place south of 64th Ave S and west of 25th St S, the Engineering department has received a number of requests from area residents for this missing path.

- After failing to receive grants to fund this path, it was decided to add the shared use path to the adjacent new development project. We anticipated this would reduce cost for the installation of the path and were pleasantly surprised when bid prices for the path came in 30% less than the engineer's estimate.
- Utility – Street Lights:
 - There are two main reasons for the increase:
 - First, is that Project TR-23-A1 was larger than originally anticipated due to more maintenance and repair needs.
 - Second, was due to SL-23-B1 (LED Replacement), which was added to the 2023 CIP.
 - This project was for the replacement of street lights to more efficient LED lights, with more than 70% of funding coming from a federal grant.
- Utility – Storm:
 - Reason for the reduction is outlined previously in this memo.
- Utility – Waste Water:
 - The increase to this utility is due to the additional of project UN-23-B2, which was added to the 2023 Engineering CIP at the request of the Water Reclamation Director.
- Utility – Water:
 - The increase to this utility is due to project UN-23-A1 (Northside Water Main Looping). At the time the 2023 CIP was created, the funding of this project was unknown. The project ultimately required Water Utility Funds, but over 60% of the project was grant funded. The funds for this project were already anticipated as part of the Water Utility's long term CIP.

Recommended Motion:

Approve the removal of PR-23-B1, UR-23-B1, NR-23-C1, MS-23-B0, QN-23-A1, BR-23-K1, HD-23-A1, PN-23-B1, BN-22-E1, BN-23-B1, BN-23-F1, BN-23-H1, and BN-22-E1 from the 2023 CIP and approve moving RR-19-A1, DN-23-A1, BN-23-E1, BN-23-G1, and AN-23-A1 to the 2024 CIP.

Attachments:

- 2023 CIP as approved by Commission on 12/12/2022
- Updated 2023 CIP with removal of projects listed above
- Increase/(Decrease) between Updated and Approved CIP

[illegible]

2023 Capital Improvement Projects - Updated										Local Funds									
City Projects - Projects										Special Assessments									
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Increase/(Decrease) between Updated and Approved CIP

As Approved by City Commission on 12/12/2022											
Locally Funded and Programmed Projects	Construction Costs	Misc Costs	Fees and Contingency	Total Cost	Outside Funding	Special Assessments	Prairie Dog	Sales Tax - Infrastructure	Sales Tax - Flood	Utility - Street Lights	Utility - Storm
Core Neighborhood Projects - Street Reconstruction and Utility Replacement Projects	\$ 21,730,356	\$ 20,000	\$ 5,634,303	\$ 27,384,659	\$ -	\$ 7,879,427	\$ -	\$ 11,552,233	\$ -	\$ 1,031,623	\$ 1,947,611
Pavement Preservation Projects	\$ 9,702,356	\$ 20,000	\$ 2,524,623	\$ 12,245,019	\$ -	\$ 2,749,756	\$ -	\$ 3,643,905	\$ -	\$ 284,443	\$ 593,111
Storm Sewer Utility Projects	\$ 7,700,000	\$ -	\$ 2,002,000	\$ 9,702,000	\$ -	\$ 3,743,672	\$ -	\$ 5,953,328	\$ -	\$ -	\$ -
Traffic and Streetlight Improvements	\$ 593,000	\$ -	\$ 435,500	\$ 1,028,500	\$ -	\$ 756,000	\$ -	\$ -	\$ -	\$ -	\$ 1,354,500
Safety Improvement Projects	\$ 1,000,000	\$ -	\$ 260,000	\$ 1,260,000	\$ -	\$ -	\$ -	\$ 1,260,000	\$ -	\$ -	\$ -
Sidewalk Projects	\$ 1,000,000	\$ -	\$ 260,000	\$ 1,260,000	\$ -	\$ 630,000	\$ -	\$ 630,000	\$ -	\$ -	\$ -
Miscellaneous Projects	\$ 60,000	\$ -	\$ -	\$ 60,000	\$ -	\$ -	\$ -	\$ 60,000	\$ -	\$ -	\$ -
Federal Aid Projects	\$ 19,215,179	\$ 1,966,058	\$ 2,181,188	\$ 23,362,425	\$ 15,933,832	\$ 6,605,054	\$ -	\$ 823,539	\$ -	\$ -	\$ -
Prairie Dog Extra Projects	\$ 13,394,598	\$ -	\$ 4,822,055	\$ 18,216,653	\$ -	\$ 5,803,903	\$ 12,412,750	\$ -	\$ -	\$ -	\$ -
Flood Control Projects	\$ 5,330,000	\$ 4,857,900	\$ 549,800	\$ 10,737,700	\$ -	\$ -	\$ -	\$ 10,737,700	\$ -	\$ -	\$ -
New Development Projects	\$ 16,000,000	\$ -	\$ 4,160,000	\$ 20,160,000	\$ -	\$ 20,160,000	\$ -	\$ -	\$ -	\$ -	\$ -
Alley Paving Projects	\$ 200,000	\$ -	\$ 52,000	\$ 252,000	\$ -	\$ 252,000	\$ -	\$ -	\$ -	\$ -	\$ -
Total =	\$ 75,870,172	\$ 6,843,958	\$ 17,399,346	\$ 100,113,476	\$ 15,933,832	\$ 40,700,384	\$ 12,412,750	\$ 12,375,772	\$ 10,737,700	\$ 1,031,623	\$ 1,947,611

As Updated											
Locally Funded and Programmed Projects	Construction Costs	Misc Costs	Fees and Contingency	Total	Outside Funding	Special Assessments	Prairie Dog	Sales Tax - Infrastructure	Sales Tax - Flood	Utility - Street Lights	Utility - Storm
Core Neighborhood Projects - Street Reconstruction and Utility Replacement Projects	\$ 23,839,110	\$ 151,900	\$ 6,049,257	\$ 30,040,266	\$ 809,412	\$ 8,485,013	\$ -	\$ 11,807,471	\$ -	\$ 1,604,869	\$ 1,154,197
Pavement Preservation Projects	\$ 9,975,832	\$ 20,000	\$ 2,593,716	\$ 12,589,548	\$ -	\$ 2,792,508	\$ -	\$ 3,916,506	\$ -	\$ 270,867	\$ 635,863
Storm Sewer Utility Projects	\$ 7,449,880	\$ -	\$ 1,935,969	\$ 9,386,848	\$ -	\$ 3,663,009	\$ -	\$ 5,574,490	\$ -	\$ 69,931	\$ 79,418
Traffic and Streetlight Improvements	\$ 500,724	\$ 34,000	\$ 130,188	\$ 664,912	\$ -	\$ 225,996	\$ -	\$ -	\$ -	\$ -	\$ 438,916
Safety Improvement Projects	\$ 1,132,110	\$ -	\$ 230,063	\$ 1,362,173	\$ -	\$ 162,388	\$ -	\$ 1,114,920	\$ -	\$ 1,264,071	\$ -
Sidewalk Projects	\$ 1,868,215	\$ -	\$ 485,736	\$ 2,353,951	\$ -	\$ 1,641,112	\$ -	\$ 712,839	\$ -	\$ -	\$ -
Miscellaneous Projects	\$ 2,027,492	\$ 97,900	\$ 378,236	\$ 2,503,628	\$ 809,412	\$ -	\$ -	\$ 488,716	\$ -	\$ -	\$ 1,205,500
Federal Aid Projects	\$ 20,772,417	\$ 1,964,297	\$ 2,126,344	\$ 24,863,058	\$ 16,777,323	\$ 6,605,054	\$ -	\$ 708,459	\$ -	\$ 272,222	\$ -
Prairie Dog Extra Projects	\$ 9,849,652	\$ -	\$ 2,560,904	\$ 12,410,557	\$ -	\$ 3,414,718	\$ 8,995,819	\$ -	\$ -	\$ -	\$ -
Flood Control Projects	\$ 10,114,307	\$ 1,885,741	\$ 1,011,431	\$ 13,011,478	\$ -	\$ -	\$ -	\$ -	\$ 13,011,478	\$ -	\$ -
New Development Projects	\$ 7,543,172	\$ 36,006	\$ 1,997,543	\$ 9,576,721	\$ 3,452,089	\$ 5,177,797	\$ -	\$ 408,634	\$ -	\$ -	\$ -
Alley Paving Projects	\$ 181,034	\$ -	\$ 47,069	\$ 228,103	\$ -	\$ 228,103	\$ -	\$ -	\$ -	\$ -	\$ -
Total =	\$ 71,799,671	\$ 4,037,944	\$ 13,792,547	\$ 89,630,163	\$ 21,038,824	\$ 23,910,684	\$ 8,995,819	\$ 12,924,565	\$ 13,011,478	\$ 1,877,091	\$ 1,154,197

Increase/(Decrease) between Updated and Approved

\$ (4,070,501) \$ (2,806,014) \$ (3,606,798) \$ (10,483,313) \$ 5,104,992 \$ (16,789,700) \$ (3,416,930) \$ 548,793 \$ 2,273,778 \$ 845,467 \$ (793,414) \$ 1,205,500 \$ 538,201

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

8

Type: Drain Reconstruction & Access Agreements

Location: Drain 10 near Sysco

Date of Hearing: 2/26/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>3/4/2024</u>
PWPEC File	<u>X</u>
Project File	<u>Jody Bertrand</u>

The Committee reviewed the accompanying correspondence from Storm Sewer Utility Engineer, Jody Bertrand, regarding approval of a Drain Reconstruction Agreement between Southeast Cass Water Resource District, Sysco Food Services of ND Inc. and the City of Fargo. The Agreement deeds the City owned parcel to the agreement participants. The City will obtain an Access Agreement through a separate document with Sysco Food Services of ND Inc.

On a motion by Ben Dow, seconded by Brenda Derrig, the Committee voted to recommend approval of the Drain Reconstruction Agreement between Southeast Cass Water Resource District, Sysco Food Services of ND Inc. and the City of Fargo along with an Access Agreement with Sysco Food Services of ND Inc. for maintenance of the storm sewer lift station.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Drain Reconstruction Agreement between Southeast Cass Water Resource District, Sysco Food Services of ND Inc. and the City of Fargo along with an Access Agreement with Sysco Food Services of ND Inc. for maintenance of the storm sewer lift station.

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
 Brenda Derrig, Assistant City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Tom Knakmuhs, City Engineer
 Susan Thompson, 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"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<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.
 City Engineer

Memorandum

To: Members of PWPEC
From: Jody Bertrand, Storm Sewer Utility Engineer
Date: February 26, 2024
Re: Sysco Food Services of ND Inc., Southeast Cass Water Resource District and the City of Fargo Drain Reconstruction Agreement for Drain 10 Improvements and Associated Access and Land Dedications

Background:

During the summer of 2023, the Southeast Cass Water Resource District (SE Cass WRD) hired Moore Engineering to design and reconstruct a concrete lining project within Drain 10, just north and south of 12th Avenue North. During preliminary survey, it was discovered that the design slopes had been modified on the western section of the drain, north of 12th Avenue North to a slightly steeper slope than the desired 4 to 1 drain slopes. This modification was within a City owned 18.5 foot wide parcel which Sysco Food Services (Sysco) had paved with City approval and are presently utilizing to make truck movements into their loading docks. This parcel was purchased by the City to allow for access for City crews to perform maintenance on lift station #7 along the railroad tracks. To allow for the continued use of the loading docks by Sysco, the City parcel of land is being partially deeded to Sysco for their loading dock area with the remainder deeded to the Southeast Cass Water Resource District with Sysco then providing deeded land on the east side of the drain to SE Cass WRD to facilitate a drain realignment. This eastern parcel will enable the slopes to be re-established at 4 to 1 (drain shifted to the east) and allows Sysco's continued use of the loading dock area. Sysco is providing an Access Agreement for the City maintenance crews to cross their parcel to maintain access to the storm sewer lift station.

The Drain Reconstruction Agreement is attached for your review along with the three limited warranty deed documents necessary to facilitate the terms of the three party agreement.

Recommended Motion:

Recommend approval of the Drain Reconstruction Agreement between the Southeast Cass Water Resource District, Sysco Food Services of ND Inc. and the City of Fargo, which deeds the City owned parcel to the agreement participants and the City obtaining an Access Agreement through a separate document with Sysco Food Services of ND Inc.

JRB/klb
Attachments

**DRAIN RECONSTRUCTION AND EXCHANGE AGREEMENT
CASS COUNTY DRAIN NO. 10**

THIS AGREEMENT is made by the Southeast Cass Water Resource District, a North Dakota political subdivision, with a post office address of 1201 Main Avenue West, West Fargo, North Dakota 58078 (the “District”); the City of Fargo, North Dakota, a North Dakota municipal corporation, with a post office address of 225 - 4th Street North, Fargo, North Dakota 58102 (the “City”); Sysco North Dakota, Inc., a Delaware corporation, d/b/a Sysco Food Services of North Dakota, Inc., with a post office address of 3225 - 12th Avenue North, Fargo, North Dakota 58102 (“Sysco”).

RECITALS

A. The District owns, operates, and maintains Cass County Drain No. 10 (the “Drain”), a legal assessment drain; the District and the City jointly maintain the Drain, in accordance with a separate JOINT POWERS AGREEMENT between the parties, effective since January 13, 2020 (the “JPA”).

B. Sysco owns and operates a facility within the City on real property owned by Sysco, Cass County Parcel Numbers 01-1043-00031-000 and 01-1043-00020-000.

C. The District, the City, and Sysco mutually agree certain modifications to the Drain will protect the Drain, will afford the City and the District the ability to more effectively operate and maintain the Drain, and will benefit Sysco’s operations and use of its facility.

D. The parties further agree conveyances and transfers of ownership of certain parcels will be necessary to accommodate the Drain modifications, as further described in this Agreement.

E. The parties wish to enter into this Agreement to identify the parties’ various rights and obligations regarding the proposed modifications to the Drain, subject to the terms and conditions contained in this Agreement.

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

AGREEMENT

1. **The Project.** The District will design and construct modifications to the Drain, including realignment of the Drain channel to the east and installation of channel liner improvements, as depicted in the map attached as **Exhibit A** (the “Project”). The District’s Project design and construction obligations will include all requisite engineering, design, bidding, contract administration, construction, and interim financing. The District will not proceed with construction until the City and Sysco approve the final design of the Project. Following construction, the District will own the Drain, and the City and the District will operate and maintain the Drain in accordance with the JPA.

*Southeast Cass Water Resource District
City of Fargo
Sysco North Dakota, Inc.
Agreement - Drain 10*

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2. **Right of Way.** Upon the parties' execution of this Agreement, Sysco and the City will execute Limited Warranty Deeds to convey the property described below:

- a) In exchange for payment of \$10.00 to the City from Sysco, the City will execute a Limited Warranty Deed to convey to Sysco the following real property in Cass County, North Dakota:

See survey attached as **Exhibit B.**

The property described above is the "City-Sysco Property."

- b) In exchange for payment of \$10.00 to the City from the District, the City will execute a Limited Warranty Deed to convey to the District the following real property in Cass County, North Dakota:

See survey attached as **Exhibit C.**

The property described above is the "City-District Property."

- c) In exchange for payment of \$10.00 to Sysco from the District, Sysco will execute a Limited Warranty Deed to convey to the District the following real property in Cass County, North Dakota:

See survey attached as **Exhibit D.**

The property described above is the "Sysco-District Property."

3. **Reimbursements.** Sysco will reimburse the District for costs and expenses associated with and regarding the Project, including design and construction costs and costs associated with the right of way transfers and conveyances required under this Agreement. Reimbursable expenses include design, bidding, equipment, materials, environmental services, right of way acquisition, permit acquisition, surveying, construction, construction inspection, interim financing costs, and labor costs associated with construction of the Projects, engineering and consultant costs and fees, attorneys' fees, and other project-related costs. No more than monthly, the District will provide Sysco with written notice of all costs and expenses, along with copies of all bills and invoices received for those Project costs. Sysco will provide full payment to the District of all costs and expenses within 60 days of the date of each written notice. If Sysco fails to provide payment within 60 days, interest will accrue in the amount of 1.5% per month on all outstanding principal until paid in full. The parties' Project estimate at the time of this

*Southeast Cass Water Resource District
City of Fargo
Sysco North Dakota, Inc.
Agreement - Drain 10*

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Agreement is \$60,000, though Sysco will be responsible for actual Project costs; however, in no event will Sysco be responsible for any costs above \$75,000.

4. **Access.** Prior to execution and recording of the Limited Warranty Deeds required under this Agreement, the District and the District's employees, contractors, consultants, agents, and representatives, may enter upon and access the right of way owned by City and Sysco regarding the Drain for purposes of the Projects. The City, and the City's employees, contractors, consultants, agents, and representatives, accept any and all risk regarding their entry upon any of the District's right of way.

5. **Forbearance and Remedies.** The failure or delay of any of the parties to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, 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. If Sysco fails to provide payment within 60 days, interest will accrue in the amount of 1.5% per month on all outstanding principal until paid in full; in addition, the District may recover costs incurred by assessing the costs against any property owned by Sysco in North Dakota, including any attorneys' fees incurred in attempting to collect the amounts due, or by other legal means of collection. The remedies provided for in this Agreement are cumulative and not exclusive and are in addition to any and all other remedies available to the District under North Dakota law.

6. **Entire Agreement.** This Agreement, along with the Limited Warranty Deeds contemplated under this Agreement, constitutes the entire agreement between the parties regarding the Project and all other matters described in this Agreement; this Agreement supersedes any previous oral or written agreements between the parties; however, this Agreement does not supersede, limit, or in any way modify the JPA.

7. **Modifications.** Any modifications or amendments of this Agreement must be in writing and signed by all three parties.

8. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors and assigns.

9. **Survival of Agreement.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court

*Southeast Cass Water Resource District
City of Fargo
Sysco North Dakota, Inc.
Agreement - Drain 10*

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of competent jurisdiction that any provision or part of this Agreement is invalid, illegal, or unenforceable.

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

11. **Assignment.** None of the parties will transfer or assign this Agreement, nor any rights or obligations under this Agreement, without the express written consent of the other parties.

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

13. **Effective Date.** This Agreement will become effective on the date of execution by the last party to sign.

(Signatures appear on the following pages.)

*Southeast Cass Water Resource District
City of Fargo
Sysco North Dakota, Inc.
Agreement - Drain 10*

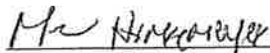
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**SOUTHEAST CASS WATER
RESOURCE DISTRICT**

By:

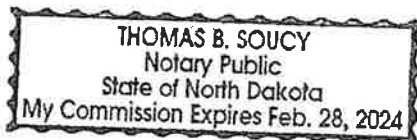

Keith Weston, Chair

ATTEST:


Melissa Hinkemeyer
Secretary-Treasurer

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

On this 13th day of February, 2024, before me, a Notary Public in and for said County and State, personally appeared Keith Weston and Melissa Hinkemeyer, to me known to be the Chair and Secretary-Treasurer, respectively, of the Southeast Cass Water Resource District, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the Southeast Cass Water Resource District.



(SEAL)


Notary Public, Cass County, ND

*Southeast Cass Water Resource District
City of Fargo
Sysco North Dakota, Inc.
Agreement - Drain 10*

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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)

***Southeast Cass Water Resource District
City of Fargo
Sysco North Dakota, Inc.
Agreement - Drain 10***

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SYSCO NORTH DAKOTA, INC.

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of Sysco North Dakota, Inc., and who executed the foregoing instrument, and acknowledged to me that he/she executed the same on behalf of Sysco North Dakota, Inc., a Delaware corporation.

Notary Public, _____ County, _____

(SEAL)

*Southeast Cass Water Resource District
City of Fargo
Sysco North Dakota, Inc.
Agreement - Drain 10*

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EXHIBIT A

Map of the Project

*Southeast Cass Water Resource District
City of Fargo
Sysco North Dakota, Inc.
Agreement - Drain 10*

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EXHIBIT B

Survey of the City-Sysco Property

*Southeast Cass Water Resource District
City of Fargo
Sysco North Dakota, Inc.
Agreement - Drain 10*

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EXHIBIT C

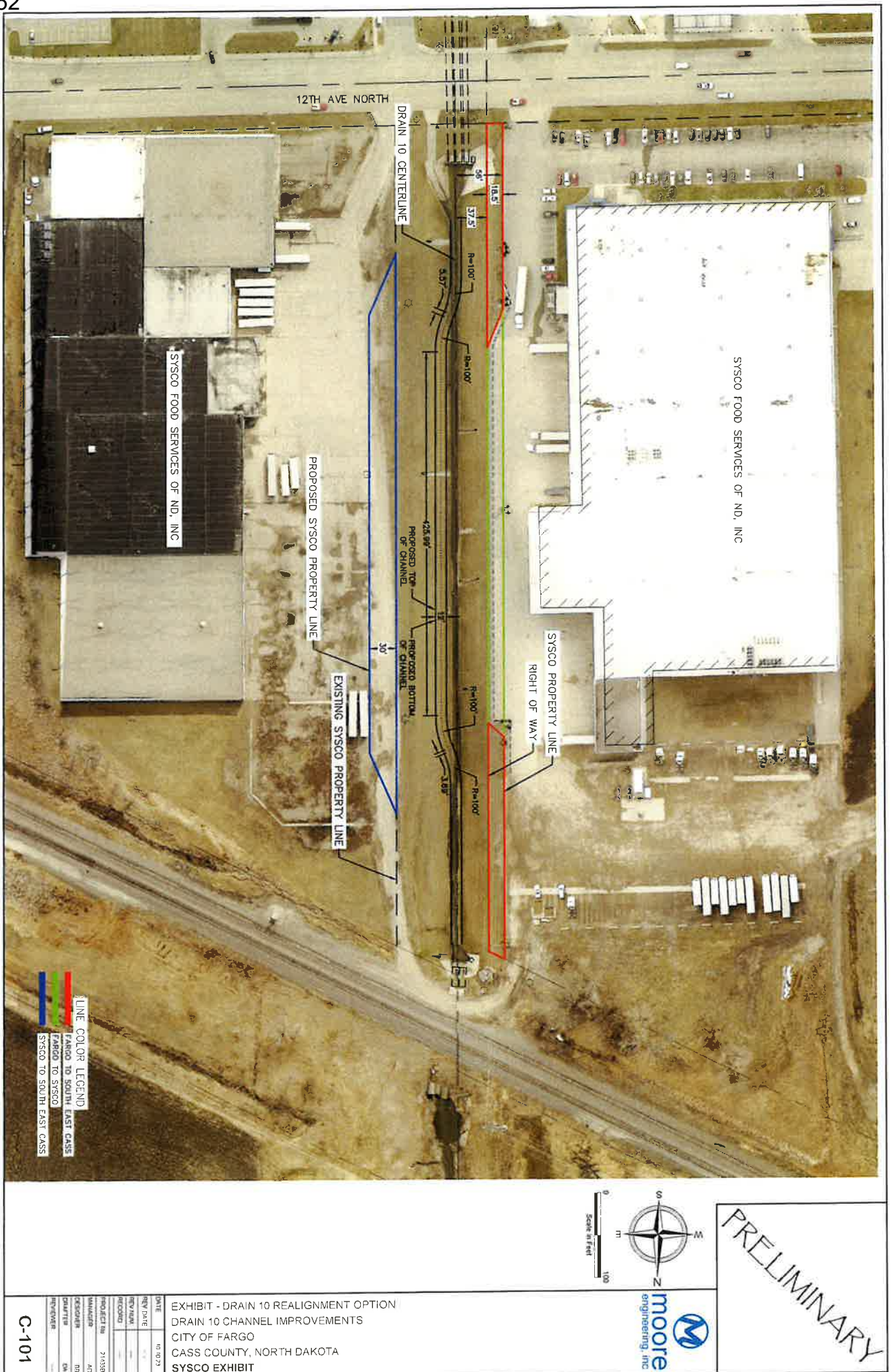
Survey of the City-District Property

Southeast Cass Water Resource District
City of Fargo
Sysco North Dakota, Inc.
Agreement - Drain 10

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EXHIBIT D

Survey of the Sysco-District Property



ACCESS EASEMENT

THIS ACCESS EASEMENT is made this 13 day of February, 2024, by and between **Sysco North Dakota, Inc.**, a Delaware corporation with an address of 3225 12th Avenue North, Fargo, ND 58102 (hereinafter "Grantor" or "Sysco"), and the **City of Fargo**, a North Dakota municipal corporation with an address of 225 4th Street North, Fargo, ND 58102 (hereinafter "Grantee" or "City").

WHEREAS, Sysco is the owner of certain real property located within the SE1/4 of the SW1/4 of Section 35, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County North Dakota, known as Cass County Parcel No. 01-1043-00031-000. The property is commonly known as 3225 12th Avenue North, Fargo, ND 58102.

WHEREAS, Southeast Cass Water Resource District ("District") owns, operates, and maintains Cass County Drain No. 10 ("Drain"), a legal assessment drain, located on the east side of Sysco's property.

WHEREAS, the District, City, and Sysco mutually agreed that certain modifications to the Drain will protect the Drain, afford the City and the District the ability to more effectively operate and maintain the Drain, and benefit Sysco's operations and use of its facility.

WHEREAS, the District, City, and Sysco mutually agreed to certain conveyances and transfers of ownership of certain parcels adjacent to the Drain.

WHEREAS, the City owns, operates, and maintains a lift station adjacent to the northeast corner of Sysco's property located at 3225 12th Avenue North, Fargo, ND 58102. As part of the agreed upon conveyances and transfers of ownership, the City is, or will be, transferring a parcel to Sysco the result of which will hinder the City's ability to access and maintain the lift station.

WHEREAS, Sysco, as Grantor, agrees to grant to the City, as Grantee, a permanent and perpetual access easement, as described in the attached **Exhibit A**, allowing the City the right of

ingress and egress for the access and performance of maintenance, inspection, and repair of the lift station, as necessary.

NOW, THEREFORE, in consideration of the mutual terms, covenants, conditions, and agreements contained herein, the parties agree as follows:

1. **Access Easement.** Grantor hereby grants to Grantee a permanent, non-exclusive easement as described in Exhibit A (the "Easement Area") allowing Grantee ingress and egress across the Easement Area for the sole purpose of Grantee accessing, maintaining, and repairing the lift station located adjacent to the northeast corner of Grantor's property, as necessary in the sole discretion of the Grantee. Grantor agrees to ensure unimpeded access to the Easement Area for Grantee's access to the lift station, as necessary in the sole discretion of the Grantee.

2. **City Maintenance.** City shall be solely responsible for maintenance of its lift station. City shall not be responsible for any mowing or weed control within the Easement Area. No equipment or other personal property may be kept or stored by Grantee within the Easement Area, and Grantee shall be responsible for removing any and all debris introduced onto the Easement Area from the City or its contractors or agents.

3. **Grantor Maintenance.** Grantor shall be responsible for the general maintenance and upkeep of the Easement Area, including but not limited to grass mowing, weed treatment, tree trimming, as well as pavement maintenance and repair, and snow and debris removal. Grantor shall be solely responsible for the necessary repair and maintenance of any amenities and improvements added by it to the Easement Area, if any. Grantor understands and agrees that it may not construct any amenities or permanent structures on the Easement Area that will obstruct Grantee's access to the lift station, unless otherwise agreed to in writing signed by both Grantor and Grantee.

4. **Easement Runs With the Property.** This Access Easement, and all covenants, terms, conditions, provisions, and undertakings created hereunder, are perpetual and will run with the real property comprising the Easement Area, and will be binding upon the successors, and assigns of Grantor. This conveyance is made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Area and appearing of record in Cass County Recorder's Office, to the extent the same are in effect and validly enforceable against the Easement Area.

5. **Grantor's Use of the Easement Property.** Grantor has the right and privilege to use the Easement Area at any time, in any manner, and for any purpose, subject to the terms and conditions contained herein. Grantor will not use, or permit use of, the Easement Area in any manner that materially disrupts or interferes with Grantee's rights and privileges arising hereunder. To the extent Grantor improves or constructs (e.g., pavement, sidewalks, trails, parking lot) upon the Easement Area, any improvements or construction within the Easement Area cannot obstruct the Grantee's ability to drive within the Easement Area or access the lift station.

6. **Term.** This Access Easement is permanent unless terminated by written agreement of the parties.

7. **Encumbrances.** Grantor will not encumber the Easement Area in any matter that materially and negatively effects Grantee's use of the easement granted herein.

8. **Forbearance or Waiver.** The failure or delay of either party hereto to insist on the timely performance of any of the terms of this Access Easement, or the waiver of any particular breach of any of the terms of this agreement, 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.

9. **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 North Dakota District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

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

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

12. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this agreement, and agree they have not been influenced by any representations or statements made by any other parties. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this agreement.

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

14. **Time of the Essence.** Time is of the essence of each provision of this agreement and of all the conditions thereof.

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

16. **Assumption of Liability.** Grantee assumes any and all liability for any damage to property, both real and personal, or injuries to persons (including death) resulting from or arising out of Grantee's use of the easement granted herein, and, to the extent permitted by applicable law, Grantee shall hold Grantor and Grantor's managers, members, officers, employees, contractors, and agents, including their respective successors and assigns (collectively, "Grantor's Parties"), harmless from and against any and all liabilities, damages, suits, actions, costs and expenses of whatever nature for damage to property or injuries to persons (including death) arising out of

Grantee's use of the easement, except to the extent caused by the gross negligence or willful misconduct of Grantor and/or any of Grantor's Parties.

17. **No Public Dedication.** Notwithstanding Grantee's status as a municipal corporation, nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for any public purpose whatsoever, it being the intention of Grantor and Grantee that the Access Easement hereby created shall be strictly limited to and for the purposes herein expressed.

18. **Assignment.** Grantee shall have the right to assign this grant in whole only, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment, and Grantor's consent shall not be required for any such assignment. No partial assignments shall be permitted, and any attempted partial assignments shall be void ab initio. Grantee agrees to deliver written notice to Grantor of any assignment of this Access Easement within twenty (20) days following the occurrence of such assignment.

(Signatures appear on the following pages.)

GRANTOR:

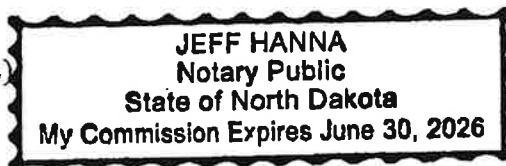
Sysco North Dakota, Inc., a Delaware corporation

By: Mark Akeroyd
Name: Mark Akeroyd
Title: Region President

STATE OF North Dakota)
COUNTY OF Cass) ss.

On this 13th day of February, 2024, before me, a Notary Public, in and for said County and State, personally appeared Mark Akeroyd known to me to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as Mark Akeroyd / Region President of Sysco North Dakota, Inc.

(SEAL)



Jeff Hanna
Notary Public
My Commission Expires: 06/30/2026

GRANTEE:

City of Fargo, a North Dakota municipal corporation

By: _____
Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of _____, 2024, before me, a notary public in and for said county and state, personally appeared **Timothy J. Mahoney, 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, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, North Dakota

This legal description was prepared by:
Brent W. Wacha (LS-5068)
Professional Land Surveyor
City of Fargo – Engineering Dept.
225 4th Street North
Fargo, ND 58102
(701) 373-7980

This document was prepared by:
Kasey D. McNary
Assistant City Attorney
Serkland Law Firm
10 Roberts Street North
Fargo, ND 58102
(701) 232-8957
kmcnary@serklandlaw.com

EXHIBIT A

Legal Description of Access Easement

A tract of land in the Southeast Quarter of the Southwest Quarter of Section 35, Township 140 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota described as follows:

The easterly 20.00 feet of a tract of land on file and of record in the Office of the County Recorder, Cass County, North Dakota as Warranty Deed document #1060176 and described as follows: Beginning at a point in the Northerly line of 12th Avenue North distant 56 feet West, measured at right angles from the North-South quarter section line of said Section 35; thence Northerly parallel with and 56 feet West of the North-South quarter section line to a point in a line drawn parallel with and 42 feet Southwesterly, measured at right angles from the Northeasterly line of Great Northern Third Addition; thence Northwesterly parallel with, and 42 feet Southwesterly of, the Northeasterly line of Great Northern Third Addition to a point 483.5 feet West, measured at right angles, from the North-South quarter section line; thence continuing Northwesterly on the last described course a distance of 60 feet to a point; thence Southeasterly at an angle of South 34°51'10" East to a point in a line parallel with and distant 516 feet West, measured at right angles, from said North-South quarter section line; thence Southerly parallel with said North-South quarter section line and distant 516 feet West therefrom, to the North line of 12th Avenue North; thence East along said North line of 12th Avenue North to the place of beginning.

Said easterly 20.00 feet contains 19,640 square feet, more or less.

4863-3338-5890, v. 2

LIMITED WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2024, between Sysco North Dakota, Inc., a Delaware corporation f/k/a Sysco Food Services of North Dakota, Inc. (“GRANTOR”); and the Southeast Cass Water Resource District, a North Dakota political subdivision, with a post office address of 1201 Main Avenue West, West Fargo, North Dakota 58078 (“GRANTEE”).

WITNESSETH, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, GRANTOR does hereby GRANT, BARGAIN, SELL, WARRANT, and CONVEY unto GRANTEE all of the following real property in Cass County, North Dakota:

See survey and legal description attached as **Exhibit A**.

The property described above is the “Property.” Notwithstanding anything hereto the contrary, GRANTOR acknowledges that GRANTOR’s warranties of title made through this deed are limited to warranting and defending the title to the Property against the claim of every person whatsoever claiming by, through, or under GRANTOR as to any mortgage, security interest, or

similar existing monetary lien granted by GRANTOR and held by any third party regarding the Property.

(Signatures appear on the following page.)

WITNESS, the hand of GRANTOR:

SYSCO NORTH DAKOTA, INC.

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public in and for said County and State, personally appeared _____, to me known to be the _____ of Sysco North Dakota, Inc., a Delaware corporation, and who executed the foregoing instrument, and acknowledged to me that he/she executed the same on behalf of Sysco North Dakota, Inc.

Notary Public, _____ County, _____

(SEAL)

I certify that the full consideration paid for the property described in this deed is \$10.00.

Date

Signed:

Grantee or Agent

The legal description contained in this document was drafted by:

Jacob R. Duchsherer, ND LS-28251

EXHIBIT A

Legal Description and Survey of the Easement Property

4889-0887-0037, v. 3

CERTIFICATE OF SURVEY

PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 140 NORTH, RANGE 49 WEST
OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA



SYSCO FOOD
SERVICES OF ND, INC
(DOC. 1060176)

W. LINE
DOC. 510325

CITY OF FARGO
(W. 18.5' OF E. 55')
(DOC. 510325)

E. LINE
DOC. 510325

W. LINE
SE1/4
SEC. 35

S. LINE
SW1/4
SEC. 35

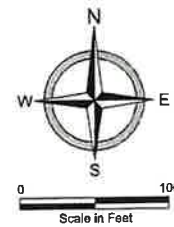
S1/4 CORNER
SEC 35-140-49
CAP. ILLEGIBLE

N1/4 CORNER
SEC 35-140-49
FND SPIKE

W. LINE
DOC. 1365410

PARALLEL WITH THE
WEST LINE OF THE SE1/4

PARCEL A-1
(17,500 SQ FT)



BASIS OF BEARING:
THE EAST LINE OF THE SW1/4 OF
SECTION 35 HAS AN ASSUMED
BEARING OF N01°20'00"W

LEGEND

- IRON MONUMENT SET AND MARKED
WITH LAND SURVEYOR NO. 28251
- IRON MONUMENT FOUND
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- (N87°00'00"E) RECORD BEARING
- (70.05') RECORD DISTANCE

SYSCO FOOD
SERVICES OF ND, INC
(DOC. 1365410)

P.O.B.
PARCEL A-1

S. LINE
SE1/4
SEC. 35

NORTH R/W LINE
OF 12TH AVE

NORTH DAKOTA STATE HIGHWAY 294
(12TH AVENUE NORTH)

SHEET 1 OF 2

Certificate of Survey

Part of the SE1/4 Sec. 35-140-49
Cass County, North Dakota

PROJECT No. 21435B
DATE: 11.03.23
REVISED:
DRAFTER: JRD
REVIEWER: CDH



CERTIFICATE OF SURVEY

PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 140 NORTH, RANGE 49 WEST
OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA

DESCRIPTION - PARCEL A-1

That part of the Southeast Quarter of Section 35, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Southeast Quarter; thence North 01 degree 20 minutes 00 seconds West (assumed bearing) along the west line of said Southeast Quarter for a distance of 50.00 feet to the north right of way line of 12th Avenue North; thence North 87 degrees 47 minutes 53 seconds East along the north right of way line of said 12th Avenue North for a distance of 70.01 feet to the west line of that certain tract described in Document No. 1365410, on file and of record in the office of the Recorder, said County; thence North 01 degree 20 minutes 00 seconds West along the west line of said tract and parallel with the west line of said Southeast Quarter for a distance of 149.68 feet to the point of beginning; thence continuing North 01 degree 20 minutes 00 seconds West along the west line of said tract and parallel with the west line of said Southeast Quarter for a distance of 654.17 feet; thence South 24 degrees 14 minutes 46 seconds East for a distance of 77.06 feet to a point that is 100.00 feet east of, as measured at a right angle to, and parallel with, the west line of said Southeast Quarter; thence South 01 degree 20 minutes 00 seconds East parallel with the west line of said Southeast Quarter for a distance of 512.49 feet; thence South 21 degrees 39 minutes 27 seconds West for a distance of 76.81 feet to the point of beginning.

Said tract contains 17,500 square feet, 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

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



State of North Dakota)
County of Cass)

On this 27th day of November, 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.

Brenda Jo Koski

Notary Public, Cass County, North Dakota

BRENDA JO KOSKI
Notary Public
State of North Dakota
May 9, 2026

SHEET 2 OF 2

Certificate of Survey

Part of the SE1/4 Sec. 35-140-49
Cass County, North Dakota

PROJECT No.	21435B
DATE:	11.03.23
REVISED:	
DRAFTER:	JRD
REVIEWER:	CDH



LIMITED WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2024, between the City of Fargo, a North Dakota municipal corporation (“GRANTOR”); and Sysco North Dakota, Inc., a Delaware corporation, with a post office address of 3225 - 12th Avenue North, Fargo, North Dakota 58102 (“GRANTEE”).

WITNESSETH, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, GRANTOR does hereby GRANT, BARGAIN, SELL, WARRANT, and CONVEY unto GRANTEE all of the following real property in Cass County, North Dakota:

See survey and legal description attached as **Exhibit A**.

The property described above is the “Property.” Notwithstanding anything hereto the contrary, GRANTOR acknowledges that GRANTOR’s warranties of title made through this deed are limited to warranting and defending the title to the Property against the claim of every person whatsoever claiming by, through, or under GRANTOR as to any mortgage, security interest, or

similar existing monetary lien granted by GRANTOR and held by any third party regarding the Property.

(Signatures appear on the following page.)

WITNESS, the hand of GRANTOR:

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 _____, 2024, 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)

I certify that the full consideration paid for the property described in this deed is \$10.00.

Date

Signed: _____
Grantee or Agent

The legal description contained in this document was drafted by:

Jacob R. Duchsherer, ND LS-28251

EXHIBIT A

Legal Description and Survey of the Easement Property

CERTIFICATE OF SURVEY

PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 140 NORTH, RANGE 49 WEST
OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA



CITY OF FARGO
(W. 18.5' OF E. 55')
(DOC. 510325)

SYSCO FOOD
SERVICES OF ND, INC
(DOC. 1060176)

E. LINE
DOC. 510325

PARCEL C-3
(8,682 SQ FT)

W. LINE
DOC. 510325

W. LINE
SE1/4
SEC. 35

P.O.B.
PARCEL C-3

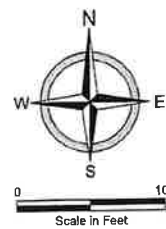
S. LINE
SW1/4
SEC. 35

NORTH R/W LINE
OF 12TH AVE

56.01'
S1/4 CORNER
SEC 35-140-49
CAP ILLEGIBLE

N1/4 CORNER
SEC 35-140-49
FND SPIKE

CENTERLINE OF MAIN TRACK
BURLINGTON NORTHERN
SANTA FE RAILROAD



BASIS OF BEARING:
THE EAST LINE OF THE SW1/4 OF
SECTION 35 HAS AN ASSUMED
BEARING OF N01°20'00"W

LEGEND

- IRON MONUMENT SET AND MARKED
WITH LAND SURVEYOR NO. 28251
- IRON MONUMENT FOUND
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

SYSCO FOOD
SERVICES OF ND, INC
(DOC. 1355410)

S. LINE
SE1/4
SEC. 35

NORTH R/W LINE
OF 12TH AVE

NORTH DAKOTA STATE HIGHWAY 294
(12TH AVENUE NORTH)

SHEET 1 OF 2

Certificate of Survey

Part of the SW1/4 Sec. 35-140-49
Cass County, North Dakota

PROJECT No. 214358
DATE: 11.03.23
REVISED:
DRAFTER: JRD
REVIEWER: CDH



CERTIFICATE OF SURVEY

PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 140 NORTH, RANGE 49 WEST
OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA

DESCRIPTION - PARCEL C-3

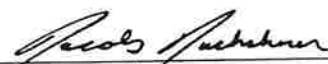
That part of the Southwest Quarter of Section 35, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at the southeast corner of said Southwest Quarter; thence North 01 degree 20 minutes 00 seconds West (assumed bearing) along the east line of said Southwest Quarter for a distance of 50.00 feet to the north right of way line of 12th Avenue North; thence South 87 degrees 47 minutes 17 seconds West along the north right of way line of said 12th Avenue North for a distance of 56.01 feet to the west line of that certain tract described in Document No. 510325, on file and of record in the office of the Recorder, said County; thence North 01 degree 20 minutes 00 seconds West along the west line of said tract and parallel with the east line of said Southwest Quarter for a distance of 217.10 feet to the point of beginning; thence continuing North 01 degree 20 minutes 00 seconds West along the west line of said tract and parallel with the east line of said Southwest Quarter for a distance of 499.72 feet; thence South 49 degrees 22 minutes 42 seconds East for a distance of 24.88 feet to the east line of said tract; thence South 01 degree 20 minutes 00 seconds East along the east line of said tract and parallel with the east line of said Southwest Quarter for a distance of 438.87 feet; thence South 21 degrees 22 minutes 12 seconds West for a distance of 47.93 feet to the point of beginning.

Said tract contains 8,682 square feet, 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.



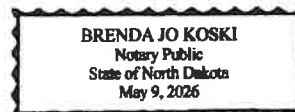
Jacob R. Duchsherer
Registered Land Surveyor
Reg. No. LS-28251
State of North Dakota)
County of Cass)



On this 27th day of November, 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.



Brenda Jo Koski
Notary Public, Cass County, North Dakota



SHEET 2 OF 2

Certificate of Survey

Part of the SW1/4 Sec. 35-140-49
Cass County, North Dakota

PROJECT No.	21435B
DATE:	11.03.23
REVISED:	-
DRAFTER:	JRD
REVIEWER:	CDH



LIMITED WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2024, between the City of Fargo, a North Dakota municipal corporation (“GRANTOR”); and the Southeast Cass Water Resource District, a North Dakota political subdivision, with a post office address of 1201 Main Avenue West, West Fargo, North Dakota 58078 (“GRANTEE”).

WITNESSETH, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, GRANTOR does hereby GRANT, BARGAIN, SELL, WARRANT, and CONVEY unto GRANTEE all of the following real property in Cass County, North Dakota:

See survey and legal description attached as **Exhibit A**.

The property described above is the “Property.” Notwithstanding anything hereto the contrary, GRANTOR acknowledges that GRANTOR’s warranties of title made through this deed are limited to warranting and defending the title to the Property against the claim of every person whatsoever claiming by, through, or under GRANTOR as to any mortgage, security interest, or

similar existing monetary lien granted by GRANTOR and held by any third party regarding the Property.

(Signatures appear on the following page.)

WITNESS, the hand of GRANTOR:

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 _____, 2024, 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)

I certify that the full consideration paid for the property described in this deed is \$10.00.

Date

Signed:

Grantee or Agent

The legal description contained in this document was drafted by:

Jacob R. Duchsherer, ND LS-28251

EXHIBIT A

Legal Description and Survey of the Easement Property

CERTIFICATE OF SURVEY

PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 140 NORTH, RANGE 49 WEST
OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA



PARCEL C-1
(4,879 SQ FT)

SYSCO FOOD
SERVICES OF MD, INC
(DOC. 1060175)

W. LINE
DOC. 510325

CITY OF FARGO
(W. 12.5' OF E. 5
(DOC. 510325)

DOC. 510325 E. LINE

E. LINE -
SW1/4
SEC. 35

PARCEL C-2
(4,423 SQ FT)

S. LINE -
SW1/4
SEC. 35

← NORTH R/W LINE
OF 12TH AVE

P.O.B.
PARCEL C-2

S1/4 CORNER
SEC 35-140-49
CAP ILLEGIBLE

N1/4 CORNER
SEC 35-140-49
FND SPIKE

- W. LINE
DOC. 1365410

CENTERLINE OF MAIN TRACK

BURLINGTON NORTHERN

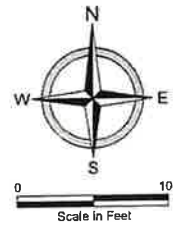
SANTA FE RAILROAD

RAILROAD R/W

5410

$$\begin{array}{c} \text{I} \\ \wedge \quad \vee \quad \circ \end{array}$$

SEA 1 A



BASIS OF BEARING:
THE EAST LINE OF THE SW1/4 OF
SECTION 35 HAS AN ASSUMED
BEARING OF N01°20'00"W

LEGEND

- IRON MONUMENT SET AND MARKED
WITH LAND SURVEYOR NO. 28251
- IRON MONUMENT FOUND
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

SYSOO FOOD
SERVICES OF ND, INC
(DOC. 1365410)

S. LINE -
SE1/4
SEC. 35

✓ NORTH R/W LINE
OF 12TH AVE

NORTH DAKOTA STATE HIGHWAY 294
(12TH AVENUE NORTH)

SHEET 1 OF 3

Certificate of Survey

Part of the SW1/4 Sec. 35-140-49
Cass County, North Dakota

PROJECT No.	21435B
DATE:	11.03.23
REVISED:	—
DRAFTER:	JRD
REVIEWER:	CDH



moore
engineering, inc.

CERTIFICATE OF SURVEY

PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 140 NORTH, RANGE 49 WEST
OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA

DESCRIPTION - PARCEL C-1

That part of the Southwest Quarter of Section 35, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at the southeast corner of said Southwest Quarter; thence North 01 degree 20 minutes 00 seconds West (assumed bearing) along the east line of said Southwest Quarter for a distance of 50.00 feet to the north right of way line of 12th Avenue North; thence South 87 degrees 47 minutes 17 seconds West along the north right of way line of said 12th Avenue North for a distance of 56.01 feet to the west line of that certain tract described in Document No. 510325, on file and of record in the office of the Recorder, said County; thence North 01 degree 20 minutes 00 seconds West along the west line of said tract and parallel with the east line of said Southwest Quarter for a distance of 716.82 feet to the point of beginning; thence continuing North 01 degree 20 minutes 00 seconds West along the west line of said tract and parallel with the east line of said Southwest Quarter for a distance of 260.02 feet to the south right of way line of the Burlington Northern Santa Fe Railroad; thence South 64 degrees 44 minutes 28 seconds East along the south right of way line of said Burlington Northern Santa Fe Railroad for a distance of 20.69 feet to the east line of said tract; thence South 01 degree 20 minutes 00 seconds East along the east line of said tract and parallel with the east line of said Southwest Quarter for a distance of 267.39 feet; thence North 49 degrees 22 minutes 42 seconds West for a distance of 24.88 feet to the point of beginning.

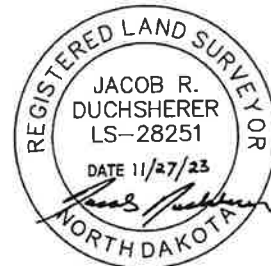
Said tract contains 4,879 square feet, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

DESCRIPTION - PARCEL C-2

That part of the Southwest Quarter of Section 35, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at the southeast corner of said Southwest Quarter; thence North 01 degree 20 minutes 00 seconds West (assumed bearing) along the east line of said Southwest Quarter for a distance of 50.00 feet to the north right of way line of 12th Avenue North; thence South 87 degrees 47 minutes 17 seconds West along the north right of way line of said 12th Avenue North for a distance of 56.01 feet to the west line of that certain tract described in Document No. 510325, on file and of record in the office of the Recorder, said County and the point of beginning; thence North 01 degree 20 minutes 00 seconds West along the west line of said tract and parallel with the east line of said Southwest Quarter for a distance of 217.10 feet; thence North 21 degree 22 minutes 12 seconds East for a distance of 47.93 feet to the east line of said tract; thence South 01 degree 20 minutes 00 seconds East along the east line of said tract and parallel with the east line of said Southwest Quarter for a distance of 261.04 feet to the north right of way line of said 12th Avenue North; thence South 87 degrees 47 minutes 17 seconds West for a distance of 18.50 feet to the point of beginning.

Said tract contains 4,423 square feet, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.



SHEET 2 OF 3

Certificate of Survey

Part of the SW1/4 Sec. 35-140-49
Cass County, North Dakota

PROJECT No.	21435B
DATE:	11.03.23
REVISED:	-
DRAFTER:	JRD
REVIEWER:	CDH

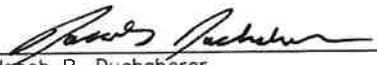


CERTIFICATE OF SURVEY

PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 140 NORTH, RANGE 49 WEST
OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA

CERTIFICATE

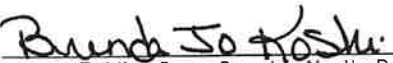
I Jacob R. Duchsherer, do hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Land Surveyor under the laws of the State of North Dakota.

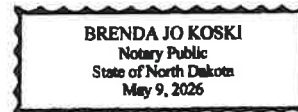

Jacob R. Duchsherer
Registered Land Surveyor
Reg. No. LS-28251



State of North Dakota)
County of Cass)

On this 27th day of November, 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.


Brenda Jo Koski
Notary Public, Cass County, North Dakota



SHEET 3 OF 3

Certificate of Survey

Part of the SW1/4 Sec. 35-140-49
Cass County, North Dakota

PROJECT No.	21435B
DATE:	11.03.23
REVISED:	-
DRAFTER:	JRD
REVIEWER:	CDH



9

February 28, 2024

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

Re: Consent to Construction Agreement

Dear Commissioners:

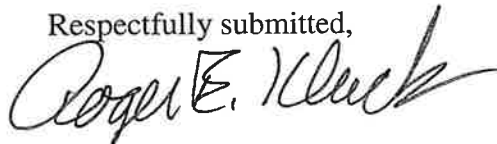
Accompanying for City Commission review and approval is a Consent to Construction Agreement with **Paul & Kathryn Lindquist**. The property owner seeks permission to use City easement area to improve shoreline in Eagle Point located at 1443 75th Avenue South.

RECOMMENDED MOTION:

Approve Consent to Construction Agreement with **Paul & Kathryn Lindquist**.

Please return the signed original.

Respectfully submitted,



Roger E. Kluck, PE, CFM
Engineer II Stormwater & Floodplain

C: Nathan Boerboom

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: HOA Request

Location: Eagle Pointe

Date of Hearing: 9/25/2023

RoutingDate

City Commission

PWPEC File

Project File

X

Roger Kluck

The Committee reviewed the attached correspondence from Civil Engineer, Roger Kluck, regarding a request from the Eagle Pointe Homeowners Association (HOA) to place rock riprap shore stabilization within the City of Fargo pond easement.

In early December 2021, a request from the HOA was brought to PWPEC for discussion concerning stabilizing the pond using rock riprap. We were directed to look into a natural vegetation options instead so we reached out to Audubon Dakota for a solution.

We received a response from Sarah Hewitt indicating that a natural shoreline would be difficult to establish due to the steep pond slopes and suggested looking into riprap.

Staff is seeking authorization to work with the City Attorney on a hold harmless agreement to allow the riprap installation to proceed without any liability to the City and allow Engineering to continue to work with the homeowner on this project.

On a motion by Steve Sprague, seconded by Mark Williams, the Committee voted to recommend authorization to work with the City Attorney on a hold harmless agreement.

RECOMMENDED MOTION

No Commission action.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____

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

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

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

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

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Roger E. Kluck, PE, CFM Civil Engineer II Storm Sewer & Floodplain
Date: September 20, 2023
Re: Eagle Pointe Pond HOA Request - Update

Background:

In early December 2021, I brought a request from the Eagle Pointe Homeowners Association (HOA) to PWPEC for discussion concerning their request for a project to stabilize the pond shoreline using rock riprap. After discussion, PWPEC directed me to look into a natural vegetation option instead of using rock riprap to stabilize the shoreline. I reached out to Audubon Dakota in January 2022 to look at the situation and to provide insight on the feasibility of a natural shoreline instead of a rock riprap project for the pond.

I received a response from Sarah Hewitt, the Director of Conservation for Audubon Dakota in May 2022. Her correspondence indicated that a natural shoreline would be difficult to establish due to the steep pond slopes. There were some cattails in areas around the pond but she suggested looking at riprap.

I was contacted by homeowner, Todd Fisher, about the Eagle Pointe Pond shoreline. I met with Mr. Fisher and a contractor to discuss the potential for privately repairing the shoreline of his property. Mr. Fisher lives on the south shore of the pond. Mr. Fisher's intent would be to repair the erosion, install fabric, and rock riprap to Fargo standards his pond frontage. There is potentially two adjoining property owners on the south shore that may join in Mr. Fisher's proposed project. The work would be paid for privately but Engineering would provide construction oversight.

The purpose of this memo is to provide an update on this pond issue and to seek PWPEC authorization to allow Engineering to work with the City Attorney on a hold harmless agreement to allow the riprap installation to proceed without any liability to the City and to allow Engineering to continue to work with homeowner Fisher on this project.

Recommended Motion:

Authorization to work with the City Attorney on a hold harmless agreement to allow private placement of rock riprap shore stabilization within the City of Fargo pond easement.

REK/klb
Attachment

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

CONSENT TO CONSTRUCTION AGREEMENT

COME NOW, the City of Fargo, a North Dakota municipal corporation, 225 4th Street North, Fargo, ND (hereafter "City"), and Paul and Kathryn Lindquist, 1443 75th Avenue South, Fargo, ND (hereafter "Property Owner"), and enter into this Consent to Construction Agreement.

WHEREAS, by Plat recorded on October 17, 2012, as Document #1364226, a portion of Lot 27, Block 3, of Eagle Pointe 1st Addition to the City of Fargo, Cass County was dedicated to City as a 40' Access/Maintenance easement allowing the City to access and maintain a stormwater detention pond and related infrastructure.

WHEREAS, Property Owner is the successor in interest to the real property upon which the City's easement is located, more particularly described as:

The north 40 feet of Lot 26, Block 3, of Eagle Pointe 1st Addition situated in Fargo, Cass County, ND.

Referred to herein as the "Easement Area."

WHEREAS, Property Owner seeks permission to use the Easement Area in to stabilize the shoreline of Eagle Pointe stormwater detention pond using rock riprap on the shoreline in the Easement Area.

NOW, THEREFORE, the parties hereby agree, and the City consents that Property Owner may stabilize the stormwater detention pond shoreline with rock rip rap within the Easement Area under the following terms and conditions:

1. Property Owner shall be responsible for all costs and expenses of stabilizing the shoreline along the north side of their property. In addition, Property Owner will be responsible for any and all installation, maintenance, repairs, removal, and replacement of the riprap, at their sole expense. Property Owner agrees to maintain the riprap in a manner as determined necessary by the City Engineer, at their sole expense.
2. If it becomes necessary for City to have all or any portion of the riprap removed to perform maintenance or repairs to the stormwater detention pond or related infrastructure, then to the extent possible, City shall provide Property Owner with 30 days written notice to remove the stormwater detention pond shoreline stabilization by and at Property Owner's expense, except in the event of an emergency. If the City, in its sole discretion, determines an emergency exists, the City may begin any necessary removal and repairs without notice to Property Owner and will give notice as soon as reasonably possible, either before or after the emergency repairs begin. Upon completion of City's work, the City will return the Easement Area to a slope similar to the design grades as determined at the sole discretion of the City. If the stormwater detention pond shoreline stabilization or any portion thereof is removed to protect the City's infrastructure or allow maintenance or repairs as described herein, then Property Owner shall be solely

responsible for the removal and cost thereof as well as replacing the stormwater detention pond shoreline stabilization on their property. City shall not be responsible for the removal or replacement cost of the stormwater detention pond shoreline stabilization.

3. Property Owner shall not alter or damage the approximately 97.3' no-build easement area located upon their property. To the extent the City determines, in its sole discretion, the no-build easement area has been altered or damaged, Property Owner shall be responsible for all costs and expenses to repair or restore the no-build easement area to the satisfaction of City. City shall notify the Property Owner of the alterations or damage and Property Owner shall have fourteen (14) days after receipt of notice in which to undertake the necessary repairs to correct the alterations and damage. Failure to complete the repairs in a timely manner shall result in City undertaking the work. The parties understand and agree that City shall assess the costs directly to the Property Owner's property following the Infrastructure Funding Policy in effect at the time of repairs. City will levy special assessments against the Property Owner's property to recover all costs of the project, in accordance with North Dakota Century Code Chapter 40-22. Property Owner waives its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to N.D.C.C. § 40-22-17, and specifically consents to the construction of the repairs and to the assessment of all costs thereof to the property. Property Owner further waives its right to protest the amount, benefit or any other assessment attribute related to the repairs completed by City. Project costs, which may be assessed against the Property Owner's property, include all costs of completing the project, including engineering, fiscal agent's and attorney fees, and all other costs authorized by law.
4. City shall not be responsible for any damage, maintenance, or repairs to the stormwater detention pond shoreline stabilization contemplated herein within, near, or upon the Easement Area, nor shall City be responsible for any costs or expenses incurred by Property Owner to ensure protection of the City's infrastructure located within the Easement Area. Property Owner shall be responsible for all the costs and expenses of any repairs, removal, or relocation of the City's infrastructure for which the original easement was given, which is damaged by any of the construction activities undertaken by Property Owner as permitted herein or by Property Owner's activity upon or near the Easement Area.
5. Property Owner shall protect the integrity of the City's stormwater detention pond and related infrastructure during construction and maintenance of the shoreline stabilization. Property Owner agrees to coordinate with City so the City may inspect and verify all work is in compliance with all specifications and requirements. Property Owner shall follow all North Dakota One Call requirements, N.D. Cent. Code § 49-23-01, for the construction of the detention pond shoreline stabilization. If any damage is done to the Easement Area during construction, Property Owner agrees to repair the damage at the direction of City and in City's sole discretion. If Property Owner does not correct the damage within 30 days, City will make the repairs and assess Property Owner's property.

Property Owner agrees to not protest the assessment for repairs to the Easement Area caused by the stabilization construction. The parties understand and agree that City shall assess the costs directly to the Property Owner's property following the Infrastructure Funding Policy in effect at the time of repairs. City will levy special assessments against the Property Owner's property to recover all costs of the project, in accordance with North Dakota Century Code Chapter 40-22. Property Owner waives its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to N.D.C.C. § 40-22-17, and specifically consents to the construction of the repairs and to the assessment of all costs thereof to the property. Property Owner further waives its right to protest the amount, benefit or any other assessment attribute related to the repairs completed by City. Project costs, which may be assessed against the Property Owner's property, include all costs of completing the project, including engineering, fiscal agent's and attorney fees, and all other costs authorized by law.

6. Property Owner is allowed to temporarily park construction equipment and store construction materials within the Easement Area at their own risk and sole cost, so long as it does not affect or alter the operation of the stormwater detention pond.
7. To the fullest extent permitted by law, Property Owner agrees to hold the City harmless against any and all expenses, demands, claims or suits for damages or injury of any kind that may be brought against the City, its officers, agents and employees arising from Property Owner's construction, installation, and maintenance of the riprap and related stabilization of the stormwater detention pond shoreline upon Property Owner's property, and Property Owner's future use and maintenance of the riprap and related shoreline stabilization with the Easement Area.
8. Property Owner hereby recognizes and acknowledges that City's easement located upon the subject property affords City the reasonable right of access to the Easement Area for the customary use and purpose of the dedication, including the rights of ingress and egress to perform maintenance, repairs, and improvements to the City's infrastructure located within, upon, or below the Easement Area. Property Owner hereby agrees it will not undertake any actions to impede or impair the City's right of access.
9. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree that any dispute arising out of this Agreement shall be venued in State District Court in Cass County, North Dakota, and the parties hereby expressly waive any objection to personal jurisdiction.
10. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.

11. This Agreement constitutes the entire agreement between the parties regarding the matters described herein.

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

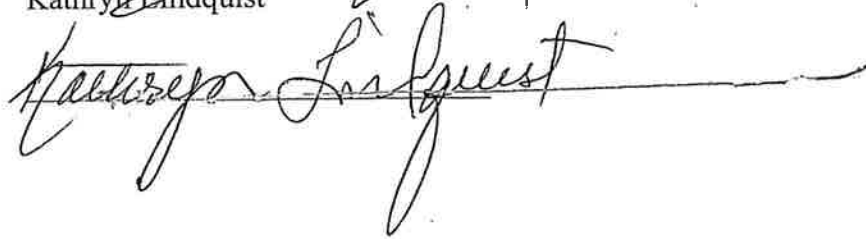
IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this

14 day of February 2024.

Paul Lindquist



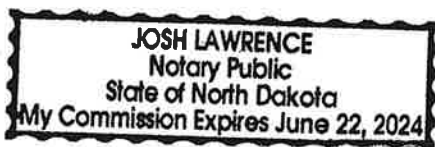
Kathryn Lindquist



STATE OF North Dakota)
) ss.

COUNTY OF Cass)

On this 14 day of Feb., 2024, before me, a notary public in and for said county and state, personally appeared Paul and Kathryn Lindquist, the persons described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



Notary Public

Cass County, North Dakota

My Commission expires:

(SEAL)

IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed this _____ day of _____, 2024.

City of Fargo,
North Dakota Municipal Corporation

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

ATTEST

Steven Sprague, City Auditor

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

On this _____ day of _____, 2024, before me, a notary public in and for said county and state, personally appeared DR. TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, ND
My Commission expires:

10

February 28, 2024

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

Re: Consent to Construction Agreement

Dear Commissioners:

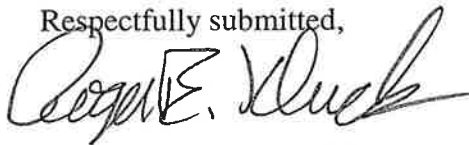
Accompanying for City Commission review and approval is a Consent to Construction Agreement with **Franklin T. and Wendy S. Fisher**. The property owner seeks permission to use City easement area to improve shoreline in Eagle Point located at 1455 75th Avenue South.

RECOMMENDED MOTION:

Approve Consent to Construction Agreement with **Franklin T. and Wendy S. Fisher**.

Please return the signed original.

Respectfully submitted,



Roger E. Kluck, PE, CFM
Engineer II Stormwater & Floodplain

C: Nathan Boerboom

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: HOA Request

Location: Eagle Pointe

Date of Hearing: 9/25/2023

RoutingDate

City Commission

PWPEC File

Project File

X

Roger Kluck

The Committee reviewed the attached correspondence from Civil Engineer, Roger Kluck, regarding a request from the Eagle Pointe Homeowners Association (HOA) to place rock riprap shore stabilization within the City of Fargo pond easement.

In early December 2021, a request from the HOA was brought to PWPEC for discussion concerning stabilizing the pond using rock riprap. We were directed to look into a natural vegetation options instead so we reached out to Audubon Dakota for a solution.

We received a response from Sarah Hewitt indicating that a natural shoreline would be difficult to establish due to the steep pond slopes and suggested looking into riprap.

Staff is seeking authorization to work with the City Attorney on a hold harmless agreement to allow the riprap installation to proceed without any liability to the City and allow Engineering to continue to work with the homeowner on this project.

On a motion by Steve Sprague, seconded by Mark Williams, the Committee voted to recommend authorization to work with the City Attorney on a hold harmless agreement.

RECOMMENDED MOTION

No Commission action.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____

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

Yes	No
N/A	
N/A	
N/A	

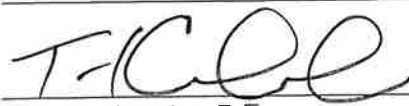
COMMITTEE

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

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

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer



Memorandum

To: Members of PWPEC
From: Roger E. Kluck, PE, CFM Civil Engineer II Storm Sewer & Floodplain
Date: September 20, 2023
Re: Eagle Pointe Pond HOA Request - Update

Background:

In early December 2021, I brought a request from the Eagle Pointe Homeowners Association (HOA) to PWPEC for discussion concerning their request for a project to stabilize the pond shoreline using rock riprap. After discussion, PWPEC directed me to look into a natural vegetation option instead of using rock riprap to stabilize the shoreline. I reached out to Audubon Dakota in January 2022 to look at the situation and to provide insight on the feasibility of a natural shoreline instead of a rock riprap project for the pond.

I received a response from Sarah Hewitt, the Director of Conservation for Audubon Dakota in May 2022. Her correspondence indicated that a natural shoreline would be difficult to establish due to the steep pond slopes. There were some cattails in areas around the pond but she suggested looking at riprap.

I was contacted by homeowner, Todd Fisher, about the Eagle Pointe Pond shoreline. I met with Mr. Fisher and a contractor to discuss the potential for privately repairing the shoreline of his property. Mr. Fisher lives on the south shore of the pond. Mr. Fisher's intent would be to repair the erosion, install fabric, and rock riprap to Fargo standards his pond frontage. There is potentially two adjoining property owners on the south shore that may join in Mr. Fisher's proposed project. The work would be paid for privately but Engineering would provide construction oversight.

The purpose of this memo is to provide an update on this pond issue and to seek PWPEC authorization to allow Engineering to work with the City Attorney on a hold harmless agreement to allow the riprap installation to proceed without any liability to the City and to allow Engineering to continue to work with homeowner Fisher on this project.

Recommended Motion:

Authorization to work with the City Attorney on a hold harmless agreement to allow private placement of rock riprap shore stabilization within the City of Fargo pond easement.

REK/klb
Attachment

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

CONSENT TO CONSTRUCTION AGREEMENT

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WHEREAS, by Plat recorded on October 17, 2012, as Document #1364226, a portion of Lot 27, Block 3, of Eagle Pointe 1st Addition to the City of Fargo, Cass County was dedicated to City as a 40' Access/Maintenance easement allowing the City to access and maintain a stormwater detention pond and related infrastructure.

WHEREAS, Property Owner is the successor in interest to the real property upon which the City's easement is located, more particularly described as:

The north 40 feet of Lot 27, Block 3, of Eagle Pointe 1st Addition situated in Fargo, Cass County, ND.

Referred to herein as the "Easement Area."

WHEREAS, Property Owner seeks permission to use the Easement Area in to stabilize the shoreline of Eagle Pointe stormwater detention pond using rock riprap on the shoreline in the Easement Area.

NOW, THEREFORE, the parties hereby agree, and the City consents that Property Owner may stabilize the stormwater detention pond shoreline with rock rip rap within the Easement Area under the following terms and conditions:

1. Property Owner shall be responsible for all costs and expenses of stabilizing the shoreline along the north side of their property. In addition, Property Owner will be responsible for any and all installation, maintenance, repairs, removal, and replacement of the riprap, at their sole expense. Property Owner agrees to maintain the riprap in a manner as determined necessary by the City Engineer, at their sole expense.
2. If it becomes necessary for City to have all or any portion of the riprap removed to perform maintenance or repairs to the stormwater detention pond or related infrastructure, then to the extent possible, City shall provide Property Owner with 30 days written notice to remove the stormwater detention pond shoreline stabilization by and at Property Owner's expense, except in the event of an emergency. If the City, in its sole discretion, determines an emergency exists, the City may begin any necessary removal and repairs without notice to Property Owner and will give notice as soon as reasonably possible, either before or after the emergency repairs begin. Upon completion of City's work, the City will return the Easement Area to a slope similar to the design grades as determined at the sole discretion of the City. If the stormwater detention pond shoreline stabilization or any portion thereof is removed to protect the City's infrastructure or allow maintenance or repairs as described herein, then Property Owner shall be solely responsible for the removal and cost thereof as well as replacing the stormwater detention pond shoreline stabilization on their property. City shall not be responsible for the removal or replacement cost of the stormwater detention pond shoreline stabilization.

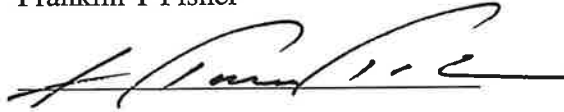
3. Property Owner shall not alter or damage the approximately 97.3' no-build easement area located upon their property. To the extent the City determines, in its sole discretion, the no-build easement area has been altered or damaged, Property Owner shall be responsible for all costs and expenses to repair or restore the no-build easement area to the satisfaction of City. City shall notify the Property Owner of the alterations or damage and Property Owner shall have fourteen (14) days after receipt of notice in which to undertake the necessary repairs to correct the alterations and damage. Failure to complete the repairs in a timely manner shall result in City undertaking the work. The parties understand and agree that City shall assess the costs directly to the Property Owner's property following the Infrastructure Funding Policy in effect at the time of repairs. City will levy special assessments against the Property Owner's property to recover all costs of the project, in accordance with North Dakota Century Code Chapter 40-22. Property Owner waives its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to N.D.C.C. § 40-22-17, and specifically consents to the construction of the repairs and to the assessment of all costs thereof to the property. Property Owner further waives its right to protest the amount, benefit or any other assessment attribute related to the repairs completed by City. Project costs, which may be assessed against the Property Owner's property, include all costs of completing the project, including engineering, fiscal agent's and attorney fees, and all other costs authorized by law.
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5. Property Owner shall protect the integrity of the City's stormwater detention pond and related infrastructure during construction and maintenance of the shoreline stabilization. Property Owner agrees to coordinate with City so the City may inspect and verify all work is in compliance with all specifications and requirements. Property Owner shall follow all North Dakota One Call requirements, N.D. Cent. Code § 49-23-01, for the construction of the detention pond shoreline stabilization. If any damage is done to the Easement Area during construction, Property Owner agrees to repair the damage at the direction of City and in City's sole discretion. If Property Owner does not correct the damage within 30 days, City will make the repairs and assess Property Owner's property. Property Owner agrees to not protest the assessment for repairs to the Easement Area caused by the stabilization construction. The parties understand and agree that City shall assess the costs directly to the Property Owner's property following the Infrastructure Funding Policy in effect at the time of repairs. City will levy special assessments against the Property Owner's property to recover all costs of the project, in accordance with North Dakota Century Code Chapter 40-22. Property Owner waives its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to N.D.C.C. § 40-22-17, and specifically consents to the construction of the repairs and to the assessment of all costs thereof to the property. Property Owner further waives its right to protest the amount,

benefit or any other assessment attribute related to the repairs completed by City. Project costs, which may be assessed against the Property Owner's property, include all costs of completing the project, including engineering, fiscal agent's and attorney fees, and all other costs authorized by law.

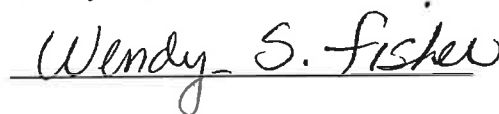
6. Property Owner is allowed to temporarily park construction equipment and store construction materials within the Easement Area at their own risk and sole cost, so long as it does not affect or alter the operation of the stormwater detention pond.
7. To the fullest extent permitted by law, Property Owner agrees to hold the City harmless against any and all expenses, demands, claims or suits for damages or injury of any kind that may be brought against the City, its officers, agents and employees arising from Property Owner's construction, installation, and maintenance of the riprap and related stabilization of the stormwater detention pond shoreline upon Property Owner's property, and Property Owner's future use and maintenance of the riprap and related shoreline stabilization with the Easement Area.
8. Property Owner hereby recognizes and acknowledges that City's easement located upon the subject property affords City the reasonable right of access to the Easement Area for the customary use and purpose of the dedication, including the rights of ingress and egress to perform maintenance, repairs, and improvements to the City's infrastructure located within, upon, or below the Easement Area. Property Owner hereby agrees it will not undertake any actions to impede or impair the City's right of access.
9. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree that any dispute arising out of this Agreement shall be venued in State District Court in Cass County, North Dakota, and the parties hereby expressly waive any objection to personal jurisdiction.
10. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.
11. This Agreement constitutes the entire agreement between the parties regarding the matters described herein.
12. Any modifications or amendments of this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this
31 day of January, 202~~4~~.

Franklin T Fisher

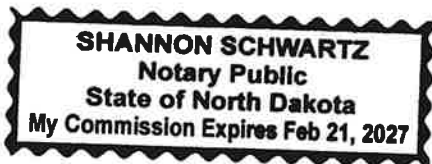


Wendy S Fisher



STATE OF North Dakota
COUNTY OF Cass) ss.

On this 31st day of Jan, 202~~3~~⁴, before me, a notary public in and for said county and state, personally appeared Franklin T Fisher and Wendy S Fisher, the persons described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



Notary Public

_____ County, _____

My Commission expires:

(SEAL)

IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed this _____ day of _____, 2023.

City of Fargo,
North Dakota Municipal Corporation

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

ATTEST

Steven Sprague, City Auditor

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

On this ____ day of _____, 2023, before me, a notary public in and for said county and state, personally appeared DR. TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, ND
My Commission expires:



February 29, 2024

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. NR-24-B1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, February 28, 2024, for Lift Station Rehab/Reconstruction Storm Lift Station #11 & #57, Project No. NR-24-B, located at Trollwood Park and Kandi Lane North.

For the bidding and advertising of this project, the North Dakota Century Code Section 48-01.2-06 was utilized due to the Engineer's estimated electrical costs for the project to be greater than \$50,000.00. Therefore, the North Dakota Century Code required bids for this project to be received for the following: General Construction, Electrical Construction and Combined.

The bids received were as follows:

<u>Company</u>	<u>General</u>	<u>Electrical</u>	<u>Combined</u>
Key Contracting, Inc.	\$4,902,904.00	-	\$5,092,904.00
Sun Electric, Inc.	-	\$166,000.00	-
CC Steel, LLC	\$4,914,940.22	-	\$5,209,940.22

Original Engineer's Estimate \$ 4,907,709.50

As a result of the bids received, the apparent low bid is a combination of the General Construction bid submitted by Key Contracting, Inc. of \$4,902,904.00 and the Electrical Construction bid submitted by Sun Electric, Inc. of \$166,000.00. The total of these two bids are \$5,068,904.00, which is less than the lowest Combined bid submitted.

For proper accounting and administration of the General Construction and Electrical Construction contracts, it is necessary to assign new phase numbers to Project No. NR-24-B. These new phase numbers will replace Project No. NR-24-B1, which is the phase these bids were received under. The new phases for the General Construction contract and Electrical Construction contract shall be known as Project No. NR-24-B2 and Project No. NR-24-B3, respectively.

The special assessment escrow is not required.

Recommended Motion:

Engineering staff is recommending award of a General Construction contract (Project No. NR-24-B2) to Key Contracting, Inc. in the amount of \$4,902,904.00 as the lowest and best bid received for General Construction, and an award of an Electrical Construction contract (Project No. NR-24-B3) to Sun Electric, Inc. in the amount of \$166,000.00 as the lowest and best bid received for Electrical Construction. Both bid awards shall be contingent upon approval of the North Dakota Department of Environmental Quality.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Knakmuhs', written in a cursive style.

Tom Knakmuhs
City Engineer

TAK/klb

**ENGINEER'S STATEMENT OF ESTIMATED COST****PROJECT # NR-24-B2 (General Contract)****LIFT STATION REHAB/RECONSTRUCTION STORM LIFT STATION #11 & #57****TROLLWOOD PARK AND KANDI LN N**

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

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


Lift Station Rehab/Reconstruction Storm Lift Station #11 & #57 (General Contract)
 Project # NR-24-B2 of the City of Fargo, North Dakota.

Line	Description	Quantity	Unit	Unit Price (\$)	Amount (\$)
Water Main					
1	Remove Pipe Asbestos Cement	275	LF	\$ 115.00	\$ 31,625.00
2	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	100	LF	\$ 1.00	\$ 100.00
3	F&I Fittings C153 Ductile Iron	277	LB	\$ 14.50	\$ 4,016.50
4	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	25	LF	\$ 145.00	\$ 3,625.00
5	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	285	LF	\$ 145.00	\$ 41,325.00
6	F&I Gate Valve 8" Dia	4	EA	\$ 8,500.00	\$ 34,000.00
7	Remove Pipe All Sizes All Types	275	LF	\$ 45.00	\$ 12,375.00
Water Main Total					\$ 127,066.50
Paving					
8	F&I Pavement 8" Thick Reinf Conc	99	SY	\$ 140.00	\$ 13,860.00
9	Casting to Grade - no Conc	1	EA	\$ 350.00	\$ 350.00
10	GV Box to Grade - no Conc	4	EA	\$ 300.00	\$ 1,200.00
11	F&I Asphalt Pavement FAA 43 w/ PG58H-34	1761	Ton	\$ 115.00	\$ 202,515.00
12	Remove Pavement All Thicknesses All Types	5177	SY	\$ 12.00	\$ 62,124.00
13	Subgrade Preparation	5129	SY	\$ 5.50	\$ 28,209.50
14	F&I Woven Geotextile	5129	SY	\$ 4.00	\$ 20,516.00
15	F&I Class 5 Agg - 8" Thick	5129	SY	\$ 18.00	\$ 92,322.00
16	F&I Curb & Gutter Standard (Type II)	755	LF	\$ 55.00	\$ 41,525.00
17	Remove Curb & Gutter	723	LF	\$ 12.00	\$ 8,676.00
18	F&I Sidewalk 4" Thick Reinf Conc	217	SY	\$ 90.00	\$ 19,530.00
19	F&I Sidewalk 6" Thick Reinf Conc	114	SY	\$ 105.00	\$ 11,970.00
20	Remove Sidewalk All Thicknesses All Types	128	SY	\$ 16.00	\$ 2,048.00
21	F&I Det Warn Panels Cast Iron	24	SF	\$ 65.00	\$ 1,560.00
22	Paint Epoxy Line 4" Wide	2985	LF	\$ 6.00	\$ 17,910.00
23	Paint Epoxy Message	21.5	SF	\$ 320.00	\$ 6,880.00
24	Relocate Sign Assembly	9	EA	\$ 150.00	\$ 1,350.00
25	F&I Sign Assembly & Anchor	3	EA	\$ 250.00	\$ 750.00
26	F&I High Intensity Prismatic	8.5	SF	\$ 32.00	\$ 272.00
Paving Total					\$ 533,567.50
Miscellaneous					
27	Stormwater Management	1	LS	\$ 4,500.00	\$ 4,500.00

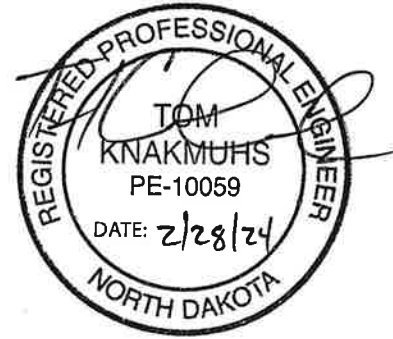
28	Temp Construction Entrance	1	EA	\$ 3,500.00	\$ 3,500.00
29	Mobilization	1	LS	\$ 118,000.00	\$ 118,000.00
30	F&I Bollards	10	EA	\$ 1,200.00	\$ 12,000.00
31	F&I Fence	110	LF	\$ 165.00	\$ 18,150.00
32	Remove Fence	86	LF	\$ 8.00	\$ 688.00
33	Sediment Control Log 10" to 15" Dia	730	LF	\$ 5.00	\$ 3,650.00
34	Traffic Control - Type 1	1	LS	\$ 16,500.00	\$ 16,500.00
35	Inlet Protection - Existing Inlet	2	EA	\$ 240.00	\$ 480.00
36	Fill - Import	200	CY	\$ 35.00	\$ 7,000.00
37	Remove Tree	10	EA	\$ 400.00	\$ 4,000.00
38	Seeding Type C	1000	SY	\$ 2.25	\$ 2,250.00
39	Weed Control Type B	1000	SY	\$ 0.25	\$ 250.00
40	Mulching Type 1 Hydro	1000	SY	\$ 1.20	\$ 1,200.00
41	F&I Decid Tree 1.5" Dia	10	EA	\$ 460.00	\$ 4,600.00
42	F&I Rock Mulch	20	CY	\$ 100.00	\$ 2,000.00
Miscellaneous Total				\$	198,768.00
Storm Sewer					
43	F&I 1-1/4" Trench Found Rock 42" thru 54" Dia	142	LF	\$ 1.00	\$ 142.00
44	F&I 1-1/4" Trench Found Rock 60" Plus Dia	45	LF	\$ 1.00	\$ 45.00
45	F&I Box Culvert 8'x6' Wide Reinf Conc	114	LF	\$ 3,500.00	\$ 399,000.00
46	F&I Manhole 8' Dia Reinf Conc	2	EA	\$ 21,500.00	\$ 43,000.00
47	Remove Manhole	1	EA	\$ 4,500.00	\$ 4,500.00
48	F&I Lift Station	1	LS	\$ 3,000,030.00	\$ 3,000,030.00
49	Remove Lift Station	2	EA	\$ 100,000.00	\$ 200,000.00
50	Bypass Pumping	1	EA	\$ 125,000.00	\$ 125,000.00
51	Remove Outfall	1	EA	\$ 15,000.00	\$ 15,000.00
52	Connect Pipe to Exist Pipe	1	EA	\$ 3,500.00	\$ 3,500.00
53	F&I Pipe 15" Dia Corr Steel	35	LF	\$ 120.00	\$ 4,200.00
54	Remove Pipe All Sizes All Types	642	LF	\$ 55.00	\$ 35,310.00
55	F&I Pipe w/GB 42" Dia Reinf Conc	142	LF	\$ 355.00	\$ 50,410.00
56	F&I Pipe w/GB 66" Dia Reinf Conc	45	LF	\$ 905.00	\$ 40,725.00
57	F&I Rip Rap Rock	250	CY	\$ 155.00	\$ 38,750.00
58	F&I Flared End Section 15" Dia Corr Steel	2	EA	\$ 450.00	\$ 900.00
59	F&I Controlled Density Fill	1	LS	\$ 57,150.00	\$ 57,150.00
60	F&I Pipe SDR 26 - 8" Dia PVC	23	LF	\$ 200.00	\$ 4,600.00
61	F&I Box Culvert End Section 8'x6' Wide Reinf Conc	1	EA	\$ 21,240.00	\$ 21,240.00
Storm Sewer Total				\$	4,043,502.00
Total Construction in \$				\$	4,902,904.00
Contingency 10.00%				\$	490,290.40
Consultant Engineer				\$	510,700.00
Total Estimated Costs				\$	5,903,894.40
Sales Tax Funds - Flood Control - 460				\$	5,903,894.40
Unfunded Costs				\$	-

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

Date: 2/28/2024



Tom Knakmuhs
City Engineer



**ENGINEER'S STATEMENT OF ESTIMATED COST****PROJECT # NR-24-B3 (Electrical Contract)****LIFT STATION REHAB/RECONSTRUCTION STORM LIFT STATION #11 & #57****TROLLWOOD PARK AND KANDI LN N**

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

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

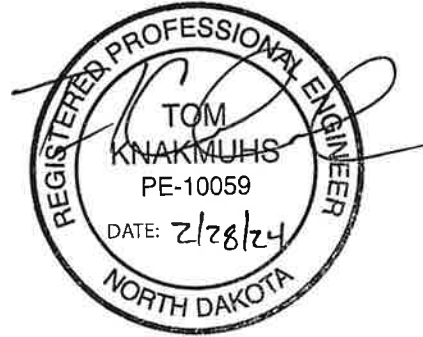
Lift Station Rehab/Reconstruction Storm Lift Station #11 & #57 (Electrical Contract)
 Project # NR-24-B3 of the City of Fargo, North Dakota.

Line	Description	Quantity	Unit	Unit Price (\$)	Amount (\$)
Electrical					
1	F&I Lift Station Electrical	1	LS	\$ 166,000.00	\$ 166,000.00
Electrical Total					\$ 166,000.00
Total Construction in \$					\$ 166,000.00
Contingency				10.00%	\$ 16,600.00
Total Estimated Costs					\$ 182,600.00
Sales Tax Funds - Flood Control - 460					\$ 182,600.00
Unfunded Costs					\$ -

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

Date: 2/28/2024

Tom Knakmuhs
City Engineer





(12)

Engineering Department

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov

www.FargoND.gov

February 28, 2024

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. FM-24-A1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, February 28, 2024, for University Drive South Floodwall Repair, Project No. FM-24-A1, located on South University Drive just north of 52nd Avenue South.

The bids were as follows:

Industrial Builders Inc	\$2,549,697.75
Ames Construction	\$2,974,939.65
Engineers Estimate	\$2,689,435.00

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Industrial Builders Inc. in the amount of \$2,549,697.75 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE

City Engineer



Engineer's Statement Of Cost
Project # FM-24-A1
University Drive South Floodwall Repair

South University Drive just north of 52nd Ave 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 City Engineer for the City of Fargo, North Dakota;

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

University Drive South Floodwall Repair Project # FM-24-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer					
1	Remove Pipe All Sizes All Types	LF	474.00	15.00	7,110.00
2	Connect Pipe to Exist Structure	EA	1.00	60,000.00	60,000.00
3	Connect Pipe to Exist Pipe	EA	3.00	40,000.00	120,000.00
4	Eliminate Sewer Service	EA	1.00	2,000.00	2,000.00
5	Clean Pipe All Sizes All Types	LF	780.00	4.00	3,120.00
6	Remove Manhole	EA	1.00	2,000.00	2,000.00
7	F&I Manhole 4' Dia Reinf Conc	EA	1.00	2,500.00	2,500.00
8	F&I Casting - Std Manhole	EA	1.00	70.00	70.00
9	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	474.00	15.00	7,110.00
10	F&I Pipe SDR 26 - 12" Dia PVC	LF	474.00	156.00	73,944.00
11	F&I Restr Joint Pipe 8" Dia PVC	LF	92.00	170.00	15,640.00
Sanitary Sewer Total					293,494.00
Watermain					
12	F&I Controlled Density Fill	LS	1.00	4,500.00	4,500.00
13	Remove Pipe All Sizes All Types	LF	113.00	15.00	1,695.00
14	F&I Fittings Ductile Iron	LB	392.00	32.00	12,544.00
15	Plug Pipe 4" Dia	EA	1.00	1,200.00	1,200.00
16	Plug Pipe 10" Dia	EA	1.00	1,200.00	1,200.00
17	F&I Manhole 4' Dia Reinf Conc	EA	1.00	3,100.00	3,100.00
18	F&I Manhole Air Release 4' Dia Reinf Conc	EA	1.00	7,100.00	7,100.00
19	Connect Pipe to Exist Pipe	EA	2.00	5,200.00	10,400.00
20	F&I Gate Valve 8" Dia	EA	5.00	4,700.00	23,500.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
21	F&I Casting - Std Manhole	EA	1.00	700.00	700.00
22	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	437.00	15.00	6,555.00
23	F&I Pipe 8" Dia PVC	LF	499.00	110.00	54,890.00
24	Bore Pipe 16" Dia Steel	LF	84.00	1,125.00	94,500.00
Watermain Total					221,884.00
Storm Sewer					
25	Repair Inlet	EA	1.00	1,000.00	1,000.00
26	Remove Pipe All Sizes All Types	LF	18.00	300.00	5,400.00
Storm Sewer Total					6,400.00
Paving					
27	Remove Shared Use Path All Thicknesses All Types	SY	982.00	17.00	16,694.00
28	F&I Sidewalk 5" Thick Reinf Conc	SY	832.00	115.00	95,680.00
29	F&I Impressioned 5" Thick Reinf Conc	SY	150.00	200.00	30,000.00
Paving Total					142,374.00
Structural					
30	F&I Sheet Piling - Steel	SF	15,852.00	46.00	729,192.00
31	Special Bid Item A	LS	1.00	991,980.00	991,980.00
32	Special Bid Item B	LS	1.00	16,000.00	16,000.00
33	Excavation	CY	220.00	30.00	6,600.00
Structural Total					1,743,772.00
Erosion Control					
34	Seeding Type A	SY	9,263.00	0.55	5,094.65
35	Stormwater Management	LS	1.00	3,500.00	3,500.00
36	Temp Construction Entrance	EA	1.00	4,500.00	4,500.00
37	Silt Fence - Standard	LF	709.00	5.00	3,545.00
38	Inlet Protection - Existing Inlet	EA	7.00	250.00	1,750.00
39	Mulching Type 1 Hydro	SY	9,263.00	0.70	6,484.10
Erosion Control Total					24,873.75
Earthwork					
40	Topsoil - Strip & Spread	LS	1.00	45,000.00	45,000.00
41	Boulevard Grading	SY	747.00	20.00	14,940.00
Earthwork Total					59,940.00
Miscellaneous					
42	F&I Grooved Contrast Film 7" Wide	LF	240.00	30.00	7,200.00
43	Traffic Control - Type 1	LS	1.00	6,500.00	6,500.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
44	Remove Street Light	EA	1.00	8,000.00	8,000.00
45	F&I Fence	LF	36.00	200.00	7,200.00
46	Remove Fence	LF	36.00	85.00	3,060.00
47	Clear & Grub	LS	1.00	25,000.00	25,000.00
Miscellaneous Total					56,960.00
Total Construction in \$					2,549,697.75

Contingency	10.00%	254,969.78
Misc. Costs		430,039.70
Total Estimated Costs		3,234,707.23
Sales Tax Funds - Flood Control - 460		3,234,707.23
Unfunded Costs		0.00

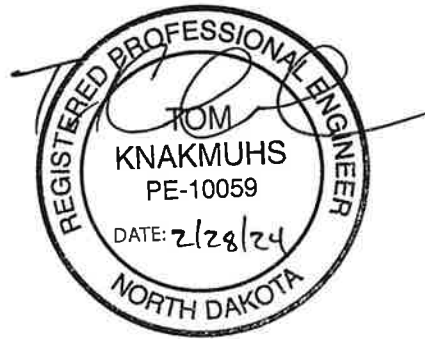
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 02/28/2024



Thomas Knakmuhs

City Engineer





13

Engineering Department

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov

www.FargoND.gov

February 14, 2024

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. NR-24-A1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, February 14, 2024, for Storm LS #27, Storm, Sanitary, Water, Levee & Incidentals, Project No. NR-24-A1, located at Storm sewer lift station #27 located on 32nd Avenue South east of 11th Street.

The bids were as follows:

Key Contracting Inc	\$8,672,957.00
Engineers Estimate	\$6,989,856.25

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Key Contracting Inc. in the amount of \$8,672,957.00 as the lowest and best bid. Bid award shall be contingent upon approval of the North Dakota Department of Environmental Quality.

Sincerely,

Thomas Knakmuhs, PE

City Engineer

**Engineer's Statement Of Cost****Project # NR-24-A1****Storm LS #27, Storm, Sanitary, Water, Levee & Incidentals**

Storm sewer lift station #27 located on 32nd Avenue South east of
11th Street.

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Storm LS #27, Storm, Sanitary, Water, Levee & Incidentals Project # NR-24-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Miscellaneous					
1	Mobilization	LS	1.00	350,000.00	350,000.00
2	Temp Fence - Safety	LF	1,256.00	5.50	6,908.00
3	Remove Fence	LF	217.00	23.00	4,991.00
4	Traffic Control - Type 1	LS	1.00	5,500.00	5,500.00
5	Remove Tree	EA	41.00	1,100.00	45,100.00
6	Clear & Grub	LS	1.00	7,500.00	7,500.00
7	Stormwater Management	LS	1.00	5,500.00	5,500.00
8	Temp Construction Entrance	EA	1.00	3,500.00	3,500.00
9	Silt Fence - Standard	LF	624.00	4.00	2,496.00
10	Inlet Protection - New Inlet	EA	7.00	200.00	1,400.00
11	Inlet Protection - Existing Inlet	EA	6.00	200.00	1,200.00
12	Demolition	EA	1.00	2,500.00	2,500.00
Miscellaneous Total					436,595.00
Flood Mitigation					
13	Topsoil - Strip	LS	1.00	20,000.00	20,000.00
14	Topsoil - Spread	LS	1.00	25,000.00	25,000.00
15	Excavation	CY	1,311.00	24.00	31,464.00
16	Excavate & Haul - Excess Material	CY	136.00	44.00	5,984.00
17	Inspection Trench	CY	458.00	16.00	7,328.00
18	Embankment	CY	1,139.00	22.00	25,058.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
19	Seeding Type C	SY	4,785.00	2.00	9,570.00
20	Mulching Type 1 Hydro	SY	4,785.00	1.00	4,785.00
21	Weed Control Type B	SY	4,785.00	0.10	478.50
22	Overseeding	SY	4,785.00	0.40	1,914.00
23	F&I Decid Tree 1" Dia	EA	82.00	450.00	36,900.00
Flood Mitigation Total					168,481.50
Paving					
24	Remove Pavement All Thicknesses All Types	SY	1,836.00	18.00	33,048.00
25	Remove Sidewalk All Thicknesses All Types	SY	239.00	18.00	4,302.00
26	Remove Driveway All Thicknesses All Types	SY	229.00	18.00	4,122.00
27	Subgrade Preparation	SY	1,477.00	6.00	8,862.00
28	F&I Woven Geotextile	SY	1,569.00	4.00	6,276.00
29	F&I Class 5 Agg - 6" Thick	SY	219.00	14.00	3,066.00
30	F&I Class 5 Agg - 8" Thick	SY	1,477.00	18.00	26,586.00
31	F&I Edge Drain 4" Dia PVC	LF	217.00	22.00	4,774.00
32	F&I Curb & Gutter Standard (Type II)	LF	217.00	52.00	11,284.00
33	F&I Sidewalk 4" Thick Reinf Conc	SY	286.00	130.00	37,180.00
34	F&I Driveway 7" Thick Reinf Conc	SY	206.00	145.00	29,870.00
35	Casting to Grade - no Conc	EA	2.00	450.00	900.00
36	Casting to Grade - w/Conc	EA	2.00	600.00	1,200.00
37	Casting to Grade - Blvd	EA	7.00	225.00	1,575.00
38	Rem & Repl Casting - Self Leveling	EA	1.00	2,250.00	2,250.00
39	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	492.00	175.00	86,100.00
40	Paint Epoxy Message	SF	14.00	400.00	5,600.00
41	Paint Epoxy Line 4" Wide	LF	572.00	12.00	6,864.00
Paving Total					273,859.00
Sanitary Sewer					
42	Remove Pipe All Sizes All Types	LF	109.00	55.00	5,995.00
43	F&I Manhole 4' Dia Reinf Conc	EA	1.00	9,700.00	9,700.00
44	F&I Pipe SDR 26 - 8" Dia PVC	LF	144.00	90.00	12,960.00
45	Connect Pipe to Exist Structure	EA	2.00	3,500.00	7,000.00
Sanitary Sewer Total					35,655.00
Water Main					
46	Remove Pipe Asbestos Cement	LF	96.00	125.00	12,000.00
47	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	65.00	120.00	7,800.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
48	Connect Pipe to Exist Pipe	EA	1.00	3,500.00	3,500.00
49	F&I Fittings Ductile Iron	LB	63.00	12.50	787.50
Water Main Total					24,087.50
Storm Sewer					
50	Remove Pipe All Sizes All Types	LF	110.00	55.00	6,050.00
51	Silt Curtain	LF	55.00	55.00	3,025.00
52	F&I Pipe 6" Dia HDPE	LF	233.00	95.00	22,135.00
53	F&I Saddle, Manhole Reinf Conc	EA	1.00	7,500.00	7,500.00
54	F&I Inlet - Single Box (SBI) Reinf Conc	EA	2.00	5,500.00	11,000.00
55	F&I Inlet - Round (RDI) Reinf Conc	EA	5.00	5,500.00	27,500.00
56	F&I Lift Station	LS	1.00	5,215,000.00	5,215,000.00
57	F&I Fence Ornamental	LF	169.00	138.00	23,322.00
58	F&I Gate	EA	1.00	8,500.00	8,500.00
59	F&I Outfall	EA	1.00	110,000.00	110,000.00
60	Plug Pipe 60" Plus Dia	EA	1.00	5,000.00	5,000.00
61	Connect Pipe to Exist Pipe	EA	1.00	3,500.00	3,500.00
62	F&I Manhole Type E Reinf Conc	EA	5.00	56,000.00	280,000.00
63	F&I Pipe 60" Dia Reinf Conc	LF	40.00	1,100.00	44,000.00
64	F&I Pipe 78" Dia Reinf Conc	LF	419.00	2,950.00	1,236,050.00
65	F&I Flared End Section 78" Dia Reinf Conc	EA	1.00	48,500.00	48,500.00
66	F&I 1-1/4" Trench Found Rock 60" Plus Dia	LF	459.00	8.00	3,672.00
67	F&I Pipe 15" Dia PVC	LF	526.00	150.00	78,900.00
68	F&I Pipe 18" Dia PVC	LF	30.00	220.00	6,600.00
69	F&I Rip Rap Rock	CY	245.00	245.00	60,025.00
70	Salvage Rip Rap Rock	LS	1.00	10,000.00	10,000.00
71	Temp Pumping	LS	1.00	224,000.00	224,000.00
Storm Sewer Total					7,434,279.00
Electrical					
72	F&I Lift Station Electrical	LS	1.00	300,000.00	300,000.00
Electrical Total					300,000.00
Total Construction in \$					8,672,957.00

Contingency	10.00%	867,295.70
Misc. Costs		800,000.00
Total Estimated Costs		10,340,252.70
Sales Tax Funds - Flood Control - 460		10,340,252.70
Unfunded Costs		0.00

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

Date: 02/26/2024



A handwritten signature in black ink, appearing to read "T. Knakmuhs", written over a horizontal line.

Thomas Knakmuhs

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

February 28, 2024

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. PR-24-C1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, February 28, 2024, for Crack Seal & Level, Project No. PR-24-C1, located at Various Locations.

The bids were as follows:

Asphalt Surface Tech Corp	\$90,810.00
Roadway Services Inc	\$99,500.00
Asphalt Surfacing Co.	\$122,100.00
Northwest Asphalt & Maintenance	\$144,250.00
Engineers Estimate	\$100,000.00

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Asphalt Surface Tech Corp. in the amount of \$90,810.00 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE

City Engineer

**Engineer's Statement Of Cost****Project # PR-24-C1****Crack Seal & Level**

Various Locations

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Crack Seal & Level Project # PR-24-C1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Paving					
1	Mobilization	LS	1.00	4,500.00	4,500.00
2	Repair Crack - Fill	LB	29,000.00	1.73	50,170.00
3	Repair Crack - Level	LB	8,000.00	2.40	19,200.00
4	Repair Crack - Rout and Fill	LF	12,000.00	1.12	13,440.00
5	Traffic Control - Minor	LS	1.00	3,500.00	3,500.00
Paving Total					90,810.00
Total Construction in \$					90,810.00

Engineering	10.00%	9,081.00
Admin	4.00%	3,632.40
Legal	3.00%	2,724.30
Interest	4.00%	3,632.40
Contingency	5.00%	4,540.50
Total Estimated Costs		114,420.60
Sales Tax Funds - Infrastructure - 420		114,420.60
Unfunded Costs		0.00

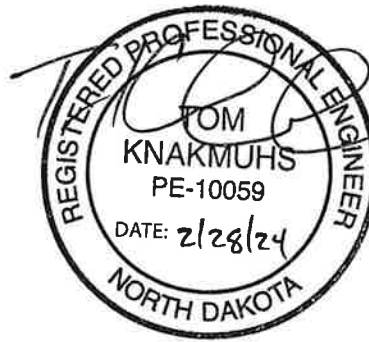
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 02/28/2024



Thomas Knakmuhs

City Engineer



COVER SHEET
CITY OF FARGO PROJECTS

15

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:

Sidewalk & Shared Use Path Rehab/Reconstruction

Project No. SR-24-B

Call For Bids	<u>March 4</u>	, <u>2024</u>
Advertise Dates	<u>March 13, 20 & 27</u>	, <u>2024</u>
Bid Opening Date	<u>April 10</u>	, <u>2024</u>
Substantial Completion Date	<u>September 13</u>	, <u>2024</u>
Final Completion Date	<u>October 4</u>	, <u>2024</u>

<u>N/A</u>	PWPEC Report (Part of 2024 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>N/A</u>	Supplemental Funding Language Included

Project Engineer Brandon Beaudry

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
SIDEWALK & SHARED USE PATH
REHAB/RECONSTRUCTION
PROJECT NO. SR-24-B
VARIOUS AREAS CITY WIDE**

Nature & Scope

This project is for new construction and reconstruction of sidewalk and curb ramps located throughout the City of Fargo

Purpose

To install new sidewalk and repair existing sidewalk ordered by the City Commission.

Special Assessment District

All properties within the Special Assessment District will benefit from the infrastructure improvements and were determined through consideration of the longevity, consistency and uniformity of the benefiting properties within the City of Fargo. Special Assessments will be levied to each property in accordance with the City's Infrastructure Funding Policy and are subject to the approval of the Special Assessment Commission and the City Commission.

Feasibility

The estimated cost of construction is \$1,034,105.00. The cost breakdown is as follows:

Assessed			
Construction Cost			\$757,385.00
Fees			
Admin	4%		\$30,295.40
Contingency	5%		\$37,869.25
Engineering	10%		\$75,738.50
Interest	4%		\$30,295.40
Legal	3%		\$22,721.55
Total Estimated Cost			\$954,305.10
Funding			
Sidewalk Assessments	100.00%		\$954,305.10

City Paid

Construction Cost		\$276,720.00
Fees		

Admin	4%	\$11,068.80
Contingency	5%	\$13,836.00
Engineering	10%	\$27,672.00
Interest	4%	\$11,068.80
Legal	3%	\$8,301.60

Total Estimated Cost		\$348,667.20
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Funding

Sales Tax Funds - Infrastructure - 420	100.00%	\$348,667.20
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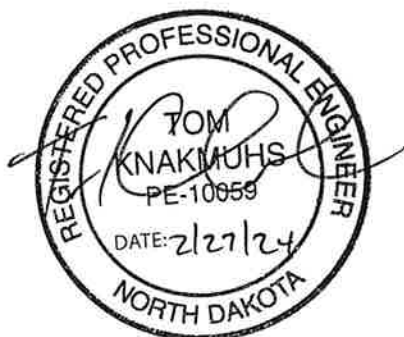
Project Funding Summary

Sidewalk Assessments	73.24%	\$954,305.10
Sales Tax Funds - Infrastructure - 420	26.76%	\$348,667.20

Total Estimated Project Cost		\$1,302,972.30
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This project does not have any alternate or optional containers.

We believe this project to be cost effective.



T. Knakmuhs
 Thomas Knakmuhs, PE
 City Engineer

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

16

Improvement District No. BN-22-L1

Type: Change Order #2 & Time Extension

Location: 14 ½ St, NP Ave N – 1st Ave N &
NP Ave N, 14th St – 14 ½ St

Date of Hearing: 2/26/2024

RoutingDate

City Commission

3/4/2024

PWPEC File

X

Project File

Brian Skanson

The Committee reviewed the accompanying correspondence from Project Manager, Brian Skanson, related to Change Order #2 in the amount of \$46,950.74 for additional work and the associated time extension as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
Substantial – May 29, 2023	-	Substantial – June 3, 2023
Final – June 28, 2023	-	Final – May 31, 2024

Staff is recommending approval of Change Order #2 in the amount of \$46,950.74, bringing the total contract amount to \$1,296,255.24 and the associated time extension.

On a motion by Brenda Derrig, seconded by Tim Mahoney, the Committee voted to recommend approval of Change Order #2 and the associated time extension to Master Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of \$46,950.74, bringing the total contract amount to \$1,296,255.24 and the associated time extension to the Substantial and Final Completion Dates adjusting them to June 3, 2023 and May 31, 2024 to Master Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____

Special Assessments _____

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

Yes No

N/A

N/A

N/A

COMMITTEE

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"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Brian Skanson, Project Manager
Date: February 20, 2024
Re: Improvement District No. BN-22-L1 – Change Order #2 & Time Extension

Background:

Improvement District No. BN-22-L1 is for the New Paving and Utility Construction of 14 ½ Street North from NP Avenue to 1st Avenue and NP Avenue North from 14 ½ Street to 14th Street.

Master Construction Co. is the Prime Contractor for this project.

The attached Change Order in the amount of \$46,950.74 (3.76% of the original contract), which increases the total contract amount to \$1,296,255.24, is for the additional work as shown on Change Order #2. In addition, to complete the additional work associated with this change order the Substantial Completion date will be extended an additional 5 days.

Change Order #2

- 1.) The Contractor had to rebuild NP Ave due to an extremely poor subbase. This rebuild consisted of an extra 1 foot of crushed concrete, geogrid, and additional drain tile. This work took an additional 5 days to complete.
- 2.) The Contractor had to hire out the lowering of 2 vaults (1 Lumen vault and 1 Sprint vault) in the intersection of NP Ave and 14th St.
- 3.) The Contractor was unable to finish final completion items due to access for the (J-Street Flats) 90 unit, 4-story multifamily complex at 1418 1st Ave N.

Recommended Motion:

It is my recommendation to modify the project completion dates as shown below and approve Change Order #2 in the amount of \$46,950.74 to Master Construction Co.

Current Completion Dates	Revised This Memo
Substantial – May 29, 2023 Final – June 28, 2023	Substantial – June 3, 2023 Final – May 31, 2024



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

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

Change Order No	2	Change Order Date	2/20/2024
Contractor	Master Construction Co Inc		

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

EXPLANATION OF CHANGE Change Order # 2

Time and material to rebuild NP Ave between 14 and 14 1/2 St., 1 Sprint and 1 Lunen vault lowering. Also, a reimbursement of 5 Substantial Completion LD's at \$1,600/Day.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 2	16	Modify Manhole	EA	0		0	2	2	\$4,383.00	\$8,766.00
	17	Site Grading	LS	0		0	1	1	\$38,184.74	\$38,184.74
Change Order 2 Sub Total										\$46,950.74

Summary

Source Of Funding	Special Assessment
Net Amount Change Order # 2 (\$)	\$46,950.74
Previous Change Orders (\$)	\$0.00
Original Contract Amount (\$)	\$1,249,304.50
Total Contract Amount (\$)	\$1,296,255.24

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

CONTRACT DATES

Current Substantial Completion Date	Current Final Completion Date
6/30/2023	7/30/2023
Additional Days Substantial Completion	Additional Days Final Completion
-27	306
New Substantial Completion Date	New Final Completion Date
6/3/2023	5/31/2024
Interim Completion Dates	

APPROVED
For Contractor
Title


Mike Antony
Controller

APPROVED DATE
Department Head
Mayor
Attest



(17)

REPORT OF ACTION

CONSULTANT SELECTION COMMITTEE

Requesting: CONSULTING ENGINEERING SERVICES

Improvement District No. BR-26-G0

Location: 17th Avenue S – University Drive to 25th Street

Date of Hearing: 2/21/2024

Requested Services: Environmental Document and Design for 17th Avenue South

Routing

City Commission
 Consultant File
 Project File
 Petitioners
 Selection Committee

Date

3/4/2024

X

X

Proposals were received from the following Consultants for this project:
 HDR Engineering, Inc.
 Bolton & Menk with Houston Engineering
 KLJ Engineering
 Moore Engineering, Inc.
 Apex Engineering Group

The Selection Committee evaluated proposals based on the criteria outlined within the RFP:

<u>Selection Criteria</u>	<u>Points</u>
Project understanding	10
Past Performance on other local projects	25
Experience with Similar Projects	25
Cost Proposal	10
Expertise of the Technical and Professional Engineering Staff	
Assigned to the Project	30
	100

RECOMMENDED MOTION

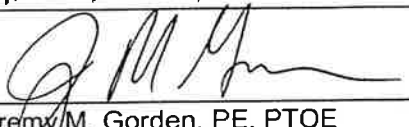
Concur with the Consultant Selection Committee and recommend contract award for Consulting Services to Moore Engineering, Inc. in the amount of \$691,141 for Improvement District No. BR-26-G0 with the funding source to be Special Assessments, Utility Funds, and Sales Tax Funds.

PROJECT FINANCING INFORMATION:

Following review of the proposals, the Selection Committee ranked the firms for selection of the preferred consultant. The Committee then tabulated Committee member proposal rankings. Based on the tabulated ranking, the Committee selected Moore Engineering, Inc. as the preferred consultant for Improvement District No. BR-26-G0, in the amount of \$691,141.

COMMITTEE

Tom Knakmuhs, City Engineer
 Nathan Boerboom, Assistant City Engineer
 Jeremy Gorden, Division Engineer
 Jason Leonard, Division Engineer
 Eric Hodgson, Civil Engineer II

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
 Jeremy M. Gorden, PE, PTOE Transportation Division Engineer			

C: Cody Christianson (Bolton & Menk)
 Scott Middaugh (KLJ Engineering)
 Matt Kinsella (Apex Engineering Group)
 Brandon Oye (Moore Engineering, Inc.)
 Matthew Huettl (HDR Engineering, Inc.)

18

February 21, 2024

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

Re: Improvement District #NR-24-B1

Dear Commissioners:

Accompanying for City Commission review and approval is a Memorandum of Understanding, (4) Permanent Easements & a Temporary Construction Easement with the **Park District of the City of Fargo** in association with Improvement District #NR-24-B1.

RECOMMENDED MOTION:

Approve Memorandum of Understanding, (4) Permanent Easements & a Temporary Construction Easement with the **Park District of the City of Fargo**.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nathan Boerboom
Roger Kluck
Kasey McNary

**MEMORANDUM OF UNDERSTANDING
REGARDING EASEMENTS AND RESTORATION OF PARKING SURFACE**

This Memorandum of Understanding ("MOU" or "Agreement") is entered into between the City of Fargo, whose address is 225 4th Street North, Fargo, North Dakota 58102 ("Fargo"), and the Park District of the City of Fargo, whose address is 701 Main Avenue, Fargo, North Dakota 58103 (the "Park District").

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

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

WHEREAS, Fargo is planning to remove an existing lift station and also reconstruct and expand another storm sewer lift station and related appurtenances on the south side of Kandi Lane near Trollwood Park in 2024 and 2025; and

WHEREAS, Fargo has a need to obtain a temporary construction easement from the Park District to assemble and store construction materials upon a portion of the parking surface and green space located near and within Trollwood Park; and

WHEREAS, Fargo has a need to obtain easement(s) from the Park District to allow for storm sewer utilities, including the proposed storm sewer lift station; and

WHEREAS, because the parking surface at Trollwood Park is near the end of its useful life, upon completion of construction of the storm sewer lift station, Fargo is willing to reconstruct certain areas of the impacted parking surface; and

WHEREAS, even though a portion of the parking area will not be impacted by the proposed construction, the Park District desires and agrees to reimburse Fargo for additional desired parking lot improvements upon Fargo's completion of construction of the storm sewer lift station.

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

1. Easements. The Park District hereby agrees to grant unto Fargo a temporary construction easement effective until November 1, 2025, or a later date as mutually agreed by the parties, allowing Fargo to assemble and store construction related materials upon a portion of the parking surface and green space located at 103 and 113 36th Avenue North and 3672 Elm Street North, which is known as Trollwood Park, during construction of the lift station. The temporary easement area is more particularly described in Exhibit 1 attached hereto. The Park District also hereby agrees that it will grant unto Fargo a permanent easement allowing construction and installation of the storm sewer lift station and underground public utilities. The storm sewer and utility easement is more particularly described in Exhibit 2 attached hereto. The parties

acknowledge that demolition of one existing storm sewer lift station and reconstruction/expansion of the other lift station is anticipated through September 1, 2025.

2. Restoration of Parking Surface. In exchange for the above-described easements, Fargo hereby agrees to replace the parking surface located at 103 & 113 36th Avenue North at Trollwood Park. Fargo will replace the impacted parking surface as soon as reasonably practicable after completion of construction of the storm sewer lift station but agrees to complete the repaving by not later than September 1, 2025. Fargo agrees the parking surface will be replaced with six (6) inches of asphalt with an eight (8) inch base to its existing surface area and to the same dimensions as the parking surface exists as of the date of this MOU.

3. Park District Requested Improvements. The Park District has requested additional parking lot and pedestrian improvements, as depicted in Exhibit 3, to be completed under Fargo's project contract. The Park District hereby agrees to reimburse the associated costs directly to Fargo for the bid quantities based on the amounts outlined in the attached Exhibit 3. For the sake of clarity, the associated costs in Exhibit 3 are based upon an estimate. The Park District hereby agrees to reimburse Fargo the actual costs for the parking lot and pedestrian improvements.

4. Construction. Fargo shall be solely responsible for the construction of the storm sewer lift station and related appurtenances. Fargo shall also be responsible for the construction and maintenance of the underlying public utilities. Fargo hereby agrees to use all reasonable efforts to ensure Trollwood Park remains open to the public during construction.

5. Park District General Maintenance. Park District shall remain responsible for all futures repair and maintenance of its parking surface, including snow and debris removal, after Fargo completes replacement of the parking surface as required by this MOU.

6. Release and Waiver. To the extent allowed by law, Fargo shall hold the Park District and its agents, employees, and designees, harmless as a result of any injury or death and property damage or loss arising as a result of Fargo's use of the Park District parking surface for storage of construction materials, the construction and installation of the storm sewer lift station and related appurtenances.

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

If to Fargo:

City of Fargo
ATTN: City Auditor
Fargo City Hall
225 Fourth Street North
Fargo, ND 58102

If to the Park District:

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

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

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

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

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

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

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

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

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

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

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

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

Dated this _____ day of _____, 2024

CITY OF FARGO, NORTH DAKOTA, a
municipal corporation

By: _____
Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

Dated this 15th day of February, 2024

FARGO PARK DISTRICT

By: 
Dr. Joe Deutsch, President

ATTEST:

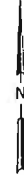

Susan Faus, Executive Director

EXHIBIT 1
Temporary Easement

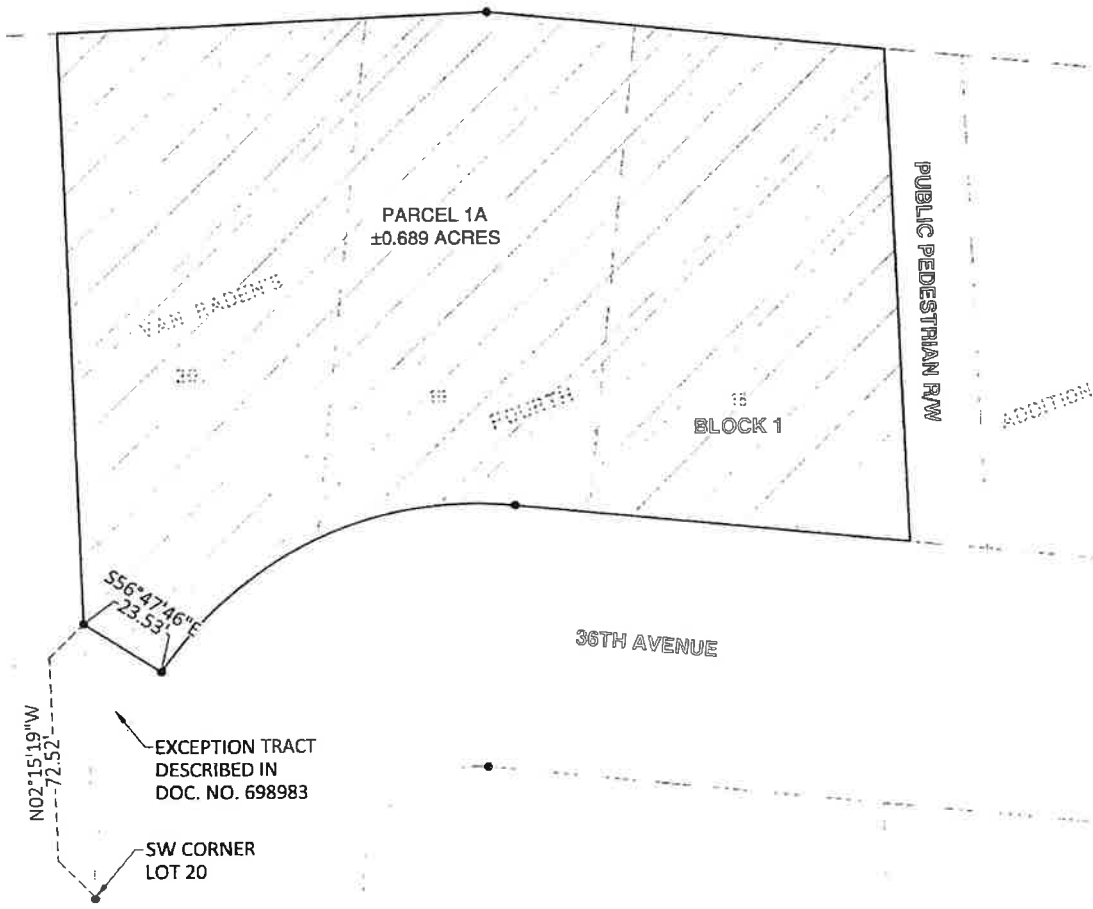
PARCEL 1A
PART OF LOTS 18, 19 & 20, BLOCK 1
VAN RADEN'S FOURTH ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



GOVT
LOT 5



Scale: 1"= 40'



IRON MONUMENT FOUND
MEASURED BEARING
MEASURED DISTANCE
PERMANENT EASEMENT
TEMPORARY EASEMENT

S59°27'46"E
105.00'



NOTE: ALL BEARINGS GIVEN ARE
BASED ON THE CITY OF
FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992.



EASEMENT EXHIBIT

PROJECT NO.
6059-0212

PART OF LOTS 18, 19 & 20, BLOCK 1
VAN RADEN'S 4TH ADDITION, CITY OF FARGO, CASS CO., ND

SHEET
1 OF 2

H:\JBN\6000\6059\6059_0212\CAD\Easements\6059_0212_Easements.dwg-Parcel 1A-1/23/2024 1:14 PM-(dbuchholtz)

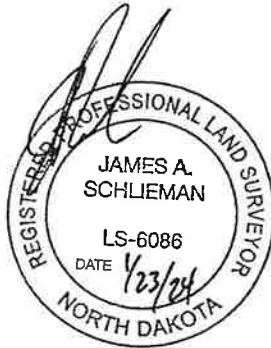
PARCEL 1A
PART OF LOTS 18, 19 & 20, BLOCK 1
VAN RADEN'S FOURTH ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

Description - Parcel 1A (Temporary Construction Easement):

Lots 18, 19 and 20, Block 1, Van Raden's Fourth Addition to the City of Fargo, Cass County, North Dakota, excepting therefrom that part of said Lot 20 lying southerly of the following described line:

Commencing at the Southwest corner of said Lot 20; thence North 02°15'19" West, along the westerly line of said Lot 20, for a distance of 72.52 feet to the northwest corner of an exception tract described in Document No. 698983, on file at the Cass County Recorder's Office; thence South 56°47'46" East, along the northerly line of said exception tract, for a distance of 23.53 feet to the northeast corner of said exception tract, said line there terminating.

Said tract contains 0.689 acres, more or less.



EASEMENT EXHIBIT

PROJECT NO.
6059-0212

PART OF LOTS 18, 19 & 20, BLOCK 1
VAN RADEN'S 4TH ADDITION, CITY OF FARGO, CASS CO., ND

SHEET
2 OF 2

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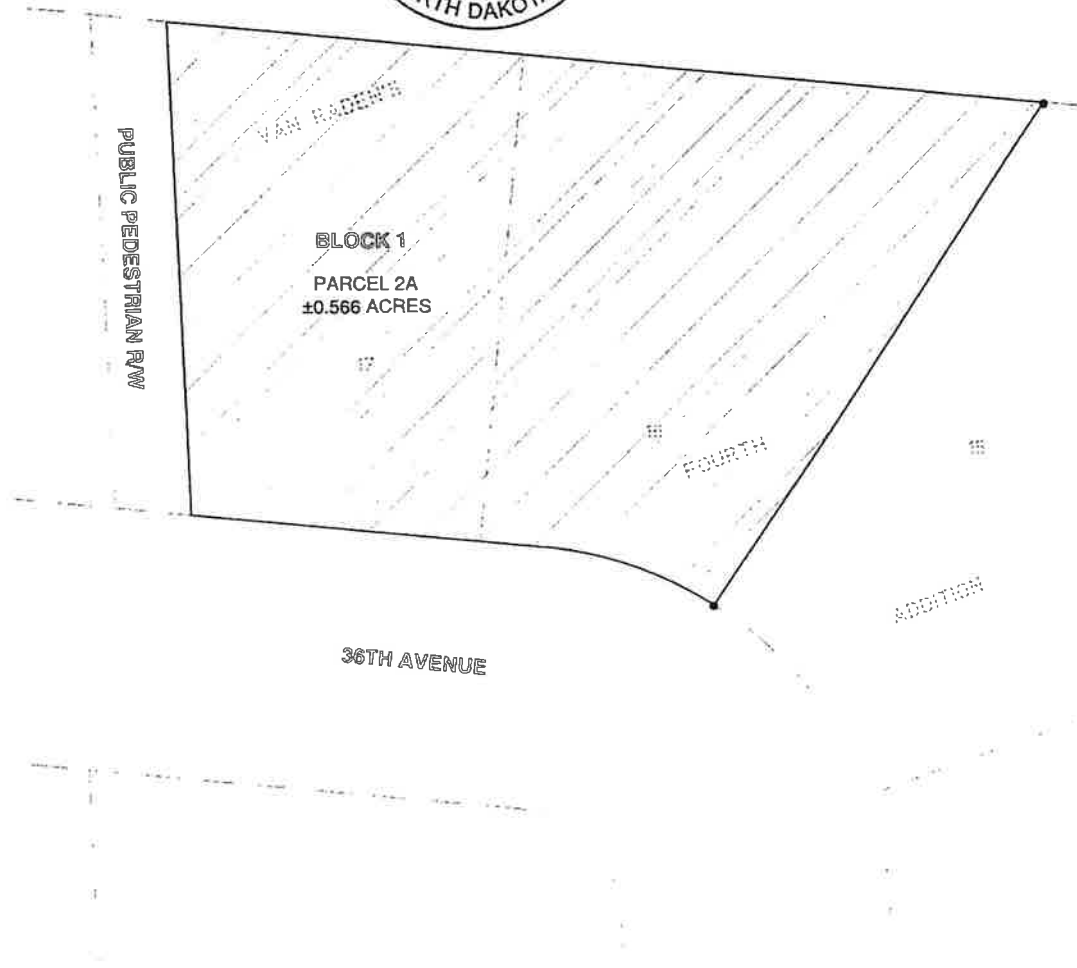
PARCEL 2A
PART OF LOTS 16 & 17, BLOCK 1
VAN RADEN'S FOURTH ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



GOVT
LOT 5



Scale: 1"= 40'



IRON MONUMENT FOUND
MEASURED BEARING
MEASURED DISTANCE
PERMANENT EASEMENT
TEMPORARY EASEMENT

S59°27'46"E
105.00'



NOTE: ALL BEARINGS GIVEN ARE
BASED ON THE CITY OF
FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992.



EASEMENT EXHIBIT

PROJECT NO.
6059-0212

PART OF LOTS 16 & 17, BLOCK 1
VAN RADEN'S 4TH ADDITION, CITY OF FARGO, CASS CO., ND

SHEET
1 OF 2

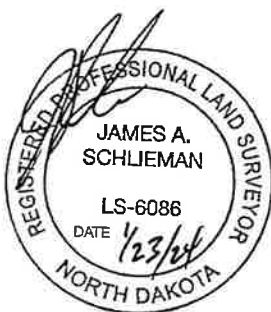
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PARCEL 2A
PART OF LOTS 16 & 17, BLOCK 1
VAN RADEN'S FOURTH ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

Description - Parcel 2A (Temporary Construction Easement):

Lots 16 and 17, Block 1, Van Raden's Fourth Addition to the City of Fargo,
Cass County, North Dakota.

Said tract contains 0.566 acres, more or less.



EASEMENT EXHIBIT

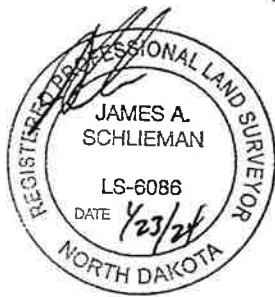
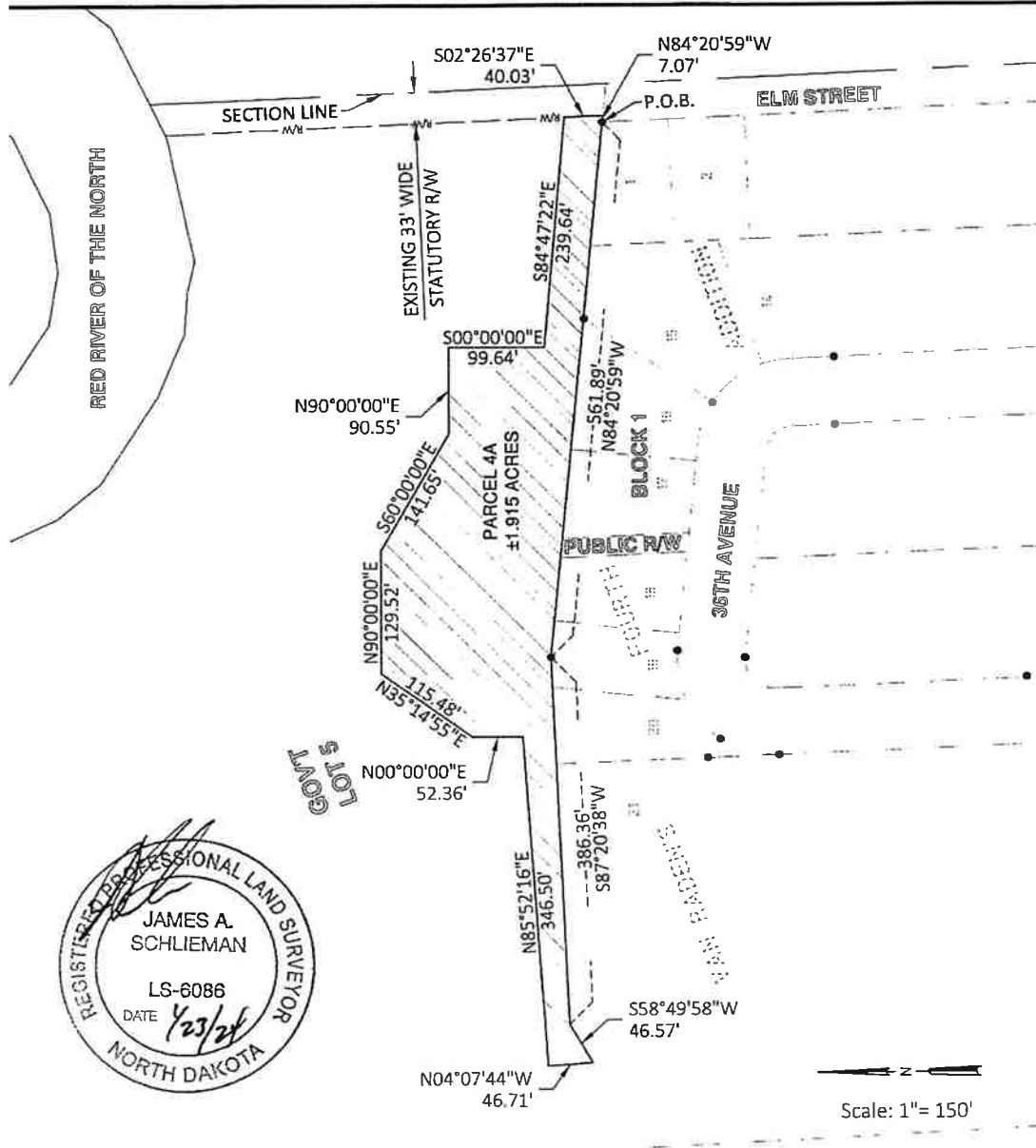
PROJECT NO.
6059-0212

PART OF LOTS 16 & 17, BLOCK 1
VAN RADEN'S 4TH ADDITION, CITY OF FARGO, CASS CO., ND

SHEET
2 OF 2

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PARCEL 4A
PART OF GOVERNMENT LOT 5
SECTION 19, TOWNSHIP 140 N, RANGE 48 W
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



IRON MONUMENT FOUND
MEASURED BEARING
MEASURED DISTANCE
PERMANENT EASEMENT
TEMPORARY EASEMENT

S59°27'46"E
105.00'

NOTE: ALL BEARINGS GIVEN ARE
BASED ON THE CITY OF
FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992.



EASEMENT EXHIBIT

PROJECT NO.
6059-0212

PART OF GOVERNMENT LOT 5, SECTION 19
T 140N, R 48W, CITY OF FARGO, CASS CO., ND

SHEET
1 OF 2

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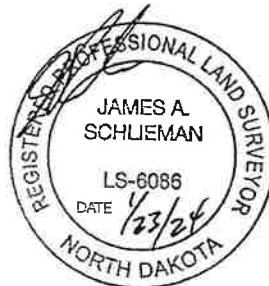
PARCEL 4A
 PART OF GOVERNMENT LOT 5
 SECTION 19, TOWNSHIP 140 N, RANGE 48 W
 CITY OF FARGO, CASS COUNTY
 STATE OF NORTH DAKOTA

Description - Parcel 4A (Temporary Construction Easement):

That part of Government Lot 5, Section 19, Township 140 North, Range 48 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the northeast corner of Lot 1, Block 1, Van Raden's Fourth Addition, on file at the Cass County Recorder's Office; thence North 84°20'59" West, along the northerly line of said Block 1, for a distance of 561.89 feet; thence South 87°20'38" West, along the northerly line of said Block 1, for a distance of 386.36 feet; thence South 58°49'58" West, along the northerly line of said Block 1, for a distance of 46.57 feet; thence North 04°07'44" West for a distance of 46.71 feet; thence North 85°52'16" East for a distance of 346.50 feet; thence North 00°00'00" East for a distance of 52.36 feet; thence North 35°14'55" East for a distance of 115.48 feet; thence North 90°00'00" East for a distance of 129.52 feet; thence South 60°00'00" East for a distance of 141.65 feet; thence North 90°00'00" East for a distance of 90.55 feet; thence South 00°00'00" East for a distance of 99.64 feet; thence South 84°47'22" East for a distance of 239.64 feet to a point of intersection with the westerly line of the East 33.00 feet of said Section 19; thence South 02°26'37" East, along the westerly line of the East 33.00 feet of said Section 19, for a distance of 40.03 feet to a point of intersection with the northerly line of said Van Raden's Fourth Addition; thence North 84°20'59" West, along the northerly line of said Van Raden's Fourth Addition, for a distance of 7.07 feet to the true point of beginning.

Said tract contains 1.915 acres, more or less.



EASEMENT EXHIBIT

PROJECT NO.
6059-0212

PART OF GOVERNMENT LOT 5, SECTION 19
 T 140N, R 48W, CITY OF FARGO, CASS CO., ND

SHEET
1 OF 2

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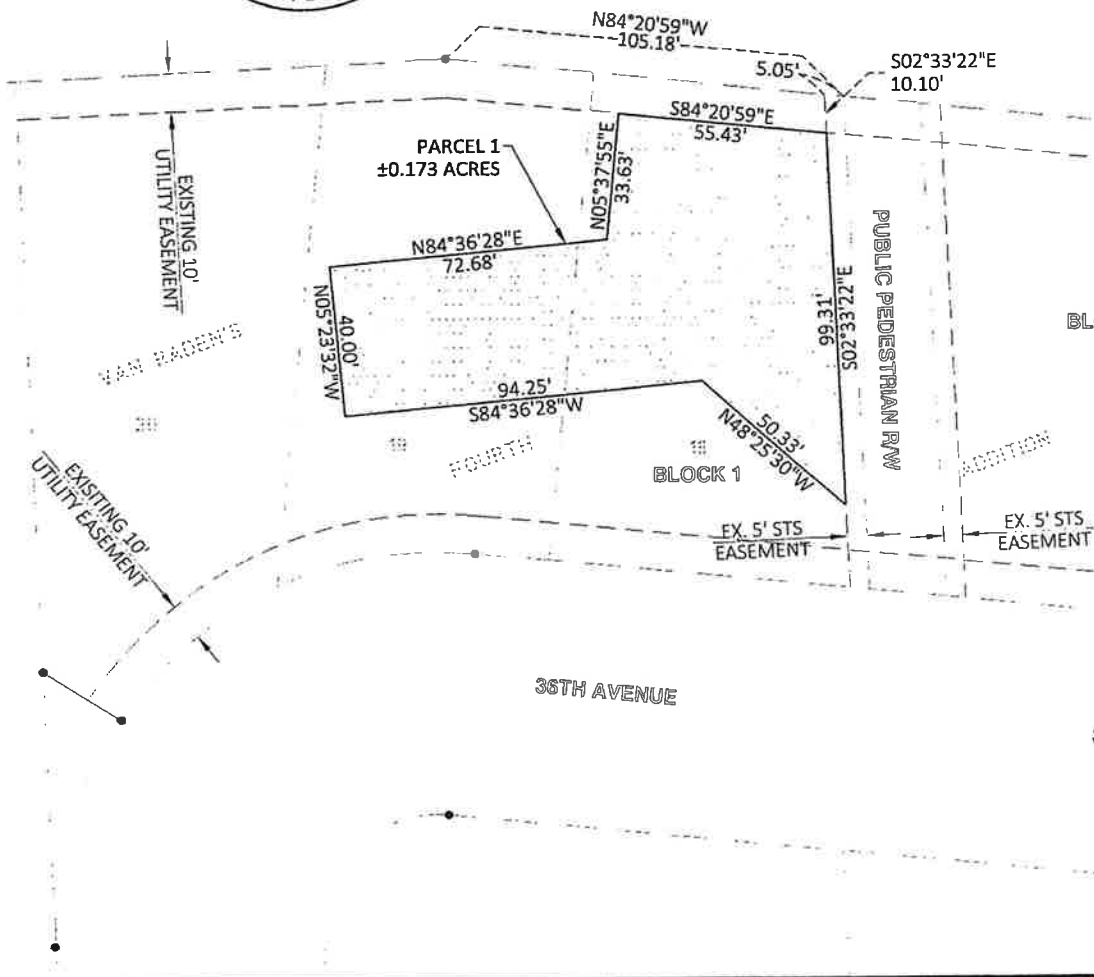
EXHIBIT 2

Permanent Easement

PARCEL 1
PART OF LOTS 18 & 19, BLOCK 1
VAN RADEN'S FOURTH ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



GOVT
LOT 5



NOTE: ALL BEARINGS GIVEN ARE
BASED ON THE CITY OF
FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992.



EASEMENT EXHIBIT

PROJECT NO.
6059-0212

PART OF LOTS 18 & 19, BLOCK 1
VAN RADEN'S 4TH ADDITION, CITY OF FARGO, CASS CO., ND

SHEET
1 OF 2

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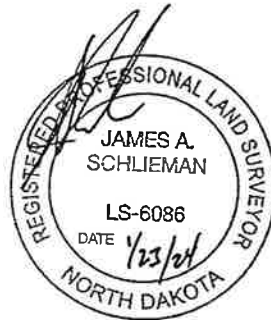
PARCEL 1
PART OF LOTS 18 & 19, BLOCK 1
VAN RADEN'S FOURTH ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

Description - Parcel 1 (Permanent Utility Easement):

That part of Lots 18 and 19, Block 1, Van Raden's Fourth Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 18; thence North 84°20'59" West, along the northerly line of said Lot 18, for a distance of 5.05 feet to a point of intersection with the westerly line of the East 5.00 feet of said Lot 18; thence South 02°33'22" East, along the westerly line of the East 5.00 feet of said Lot 18, for a distance of 10.10 feet to a point of intersection with the southerly line of the North 10.00 feet of said Lot 18, and the true point of beginning; thence continue South 02°33'22" East, along the westerly line of the East 5.00 feet of said Lot 18, for a distance of 99.31 feet; thence North 48°25'30" West for a distance of 50.33 feet; thence South 84°36'28" West for a distance of 94.25 feet; thence North 05°23'32" West for a distance of 40.00 feet; thence North 84°36'28" East for a distance of 72.68 feet; thence North 05°37'55" East for a distance of 33.63 feet to a point of intersection with the southerly line of the North 10.00 feet of said Lot 18; thence South 84°20'59" East, along the southerly line of the North 10.00 feet of said Lot 18, for a distance of 55.43 feet to the true point of beginning.

Said tract contains 0.173 acres, more or less.



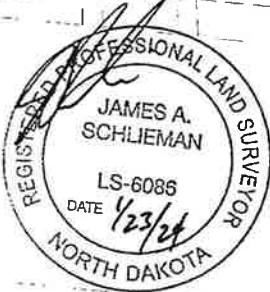
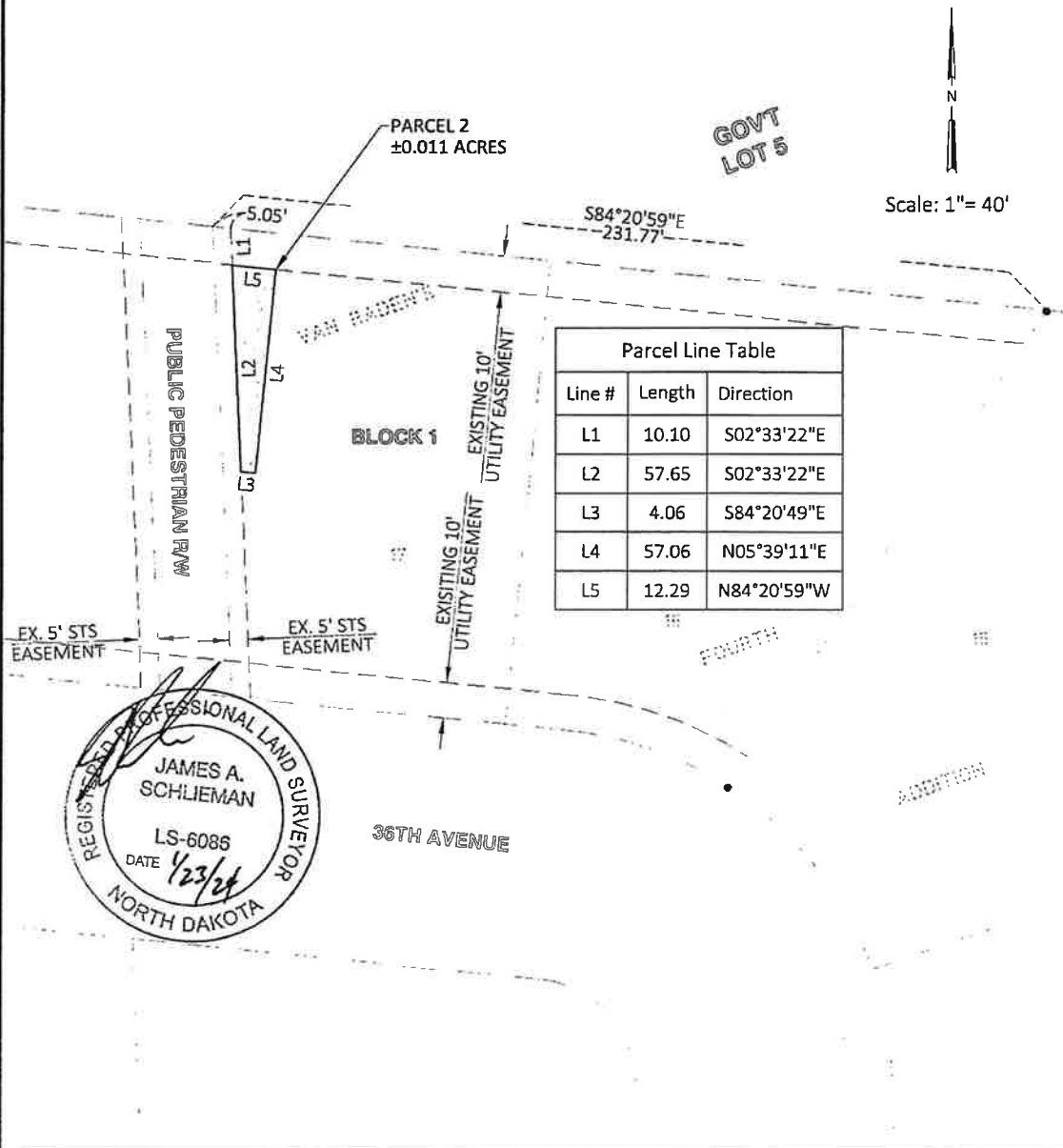
EASEMENT EXHIBIT

PROJECT NO.
6059-0212

PART OF LOTS 18 & 19, BLOCK 1
VAN RADEN'S 4TH ADDITION, CITY OF FARGO, CASS CO., ND

SHEET
2 OF 2

PARCEL 2
PART OF LOT 17, BLOCK 1
VAN RADEN'S FOURTH ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



IRON MONUMENT FOUND
MEASURED BEARING
MEASURED DISTANCE
PERMANENT EASEMENT
TEMPORARY EASEMENT

S59°27'46"E
105.00'

PROJECT NO.
6059-0212

PART OF LOT 17, BLOCK 1
VAN RADEN'S 4TH ADDITION, CITY OF FARGO, CASS CO., ND

SHEET
1 OF 2

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PARCEL 2
PART OF LOT 17, BLOCK 1
VAN RADEN'S FOURTH ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

Description - Parcel 2 (Permanent Utility Easement):

That part of Lot 17, Block 1, Van Raden's Fourth Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 17; thence South 84°20'59" East, along the northerly line of said Lot 17, for a distance of 5.05 feet to a point of intersection with the easterly line of the West 5.00 feet of said Lot 17; thence South 02°33'22" East, along the easterly line of the West 5.00 feet of said Lot 17, for a distance of 10.10 feet to a point of intersection with the southerly line of the North 10.00 feet of said Lot 17, and the true point of beginning; thence continue South 02°33'22" East, along the easterly line of the West 5.00 feet of said Lot 17, for a distance of 57.65 feet; thence South 84°20'49" East for a distance of 4.06 feet; thence North 05°39'11" East for a distance of 57.06 feet to a point of intersection with the southerly line of the North 10.00 feet of said Lot 17; thence North 84°20'59" West, along the southerly line of the North 10.00 feet of said Lot 17, for a distance of 12.29 feet to the true point of beginning.

Said tract contains 0.011 acres, more or less.



EASEMENT EXHIBIT

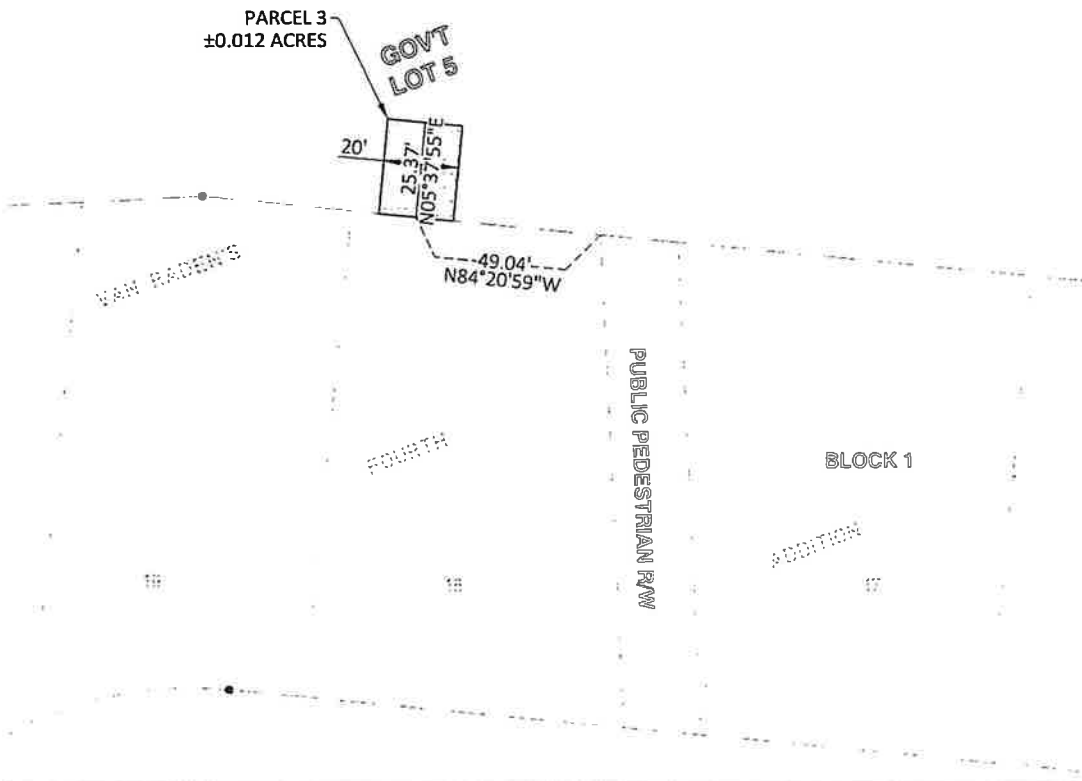
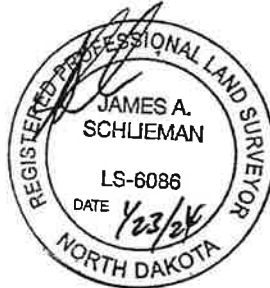
PROJECT NO.
6059-0212

PART OF LOT 17, BLOCK 1
VAN RADEN'S 4TH ADDITION, CITY OF FARGO, CASS CO., ND

SHEET
2 OF 2

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PARCEL 3
PART OF GOVERNMENT LOT 5
SECTION 19, TOWNSHIP 140 N, RANGE 48 W
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



IRON MONUMENT FOUND
MEASURED BEARING
MEASURED DISTANCE
PERMANENT EASEMENT
TEMPORARY EASEMENT

S59°27'46"E
105.00'

NOTE: ALL BEARINGS GIVEN ARE
BASED ON THE CITY OF
FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992.



EASEMENT EXHIBIT

PROJECT NO.
6059-0212

PART OF GOVERNMENT LOT 5, SECTION 19
T 140N, R 48W, CITY OF FARGO, CASS CO., ND

SHEET
1 OF 2

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PARCEL 3
PART OF GOVERNMENT LOT 5
SECTION 19, TOWNSHIP 140 N, RANGE 48 W
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

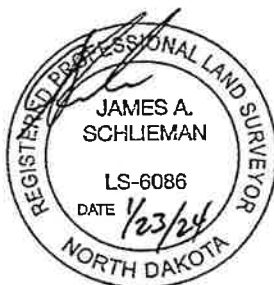
Description - Parcel 3 (Permanent Watermain Easement):

That part of Government Lot 5, Section 19, Township 140 North, Range 48 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows:

A strip of land 20.00 feet wide, centered on the following described line:

Commencing at the northeast corner of Lot 18, Block 1, Van Raden's Fourth Addition to the City of Fargo, on file at the Cass County Recorder's Office; thence North 84°20'59" West, along the northerly line of said Lot 18, for a distance of 49.04 feet to the true point of beginning of the line to be described; thence North 05°37'55" East for a distance of 25.37 feet, said line there terminating. Said strip shall be lengthened or shortened as necessary to intersect the northerly line of said Lot 18 on the south.

Said tract contains 0.012 acres, more or less.



EASEMENT EXHIBIT

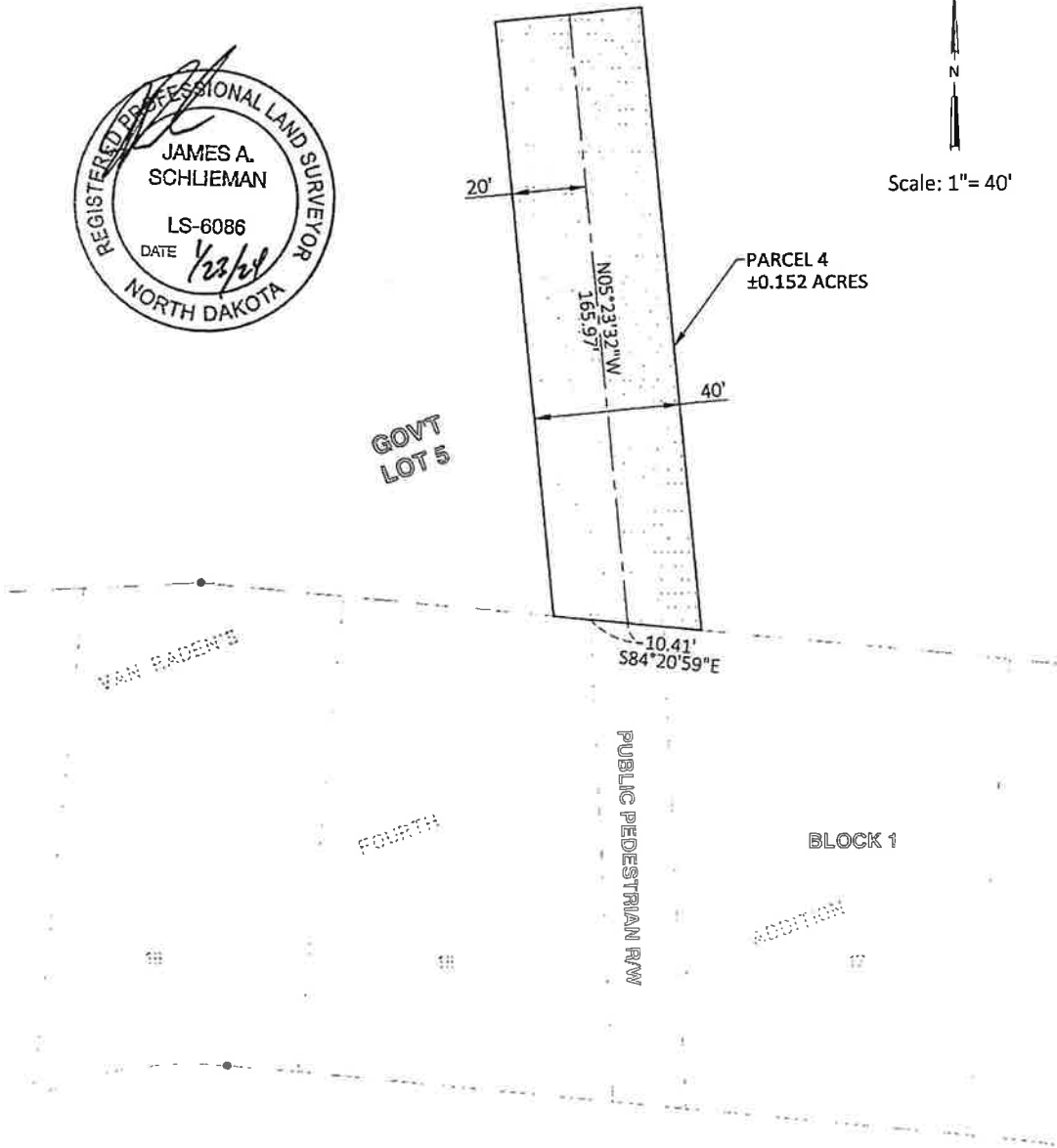
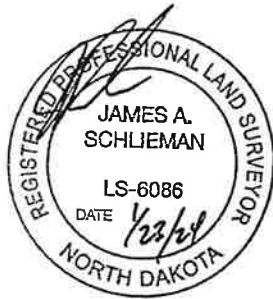
PROJECT NO.
6059-0212

PART OF GOVERNMENT LOT 5, SECTION 19
T 140N, R 48W, CITY OF FARGO, CASS CO., ND

SHEET
2 OF 2

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PARCEL 4
PART OF GOVERNMENT LOT 5
SECTION 19, TOWNSHIP 140 N, RANGE 48 W
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



IRON MONUMENT FOUND
MEASURED BEARING
MEASURED DISTANCE
PERMANENT EASEMENT
TEMPORARY EASEMENT

S59°27'46"E
105.00'

NOTE: ALL BEARINGS GIVEN ARE
BASED ON THE CITY OF
FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992.



EASEMENT EXHIBIT

PROJECT NO.
6059-0212

PART OF GOVERNMENT LOT 5, SECTION 19
T 140N, R 48W, CITY OF FARGO, CASS CO., ND

SHEET
1 OF 2

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PARCEL 4
PART OF GOVERNMENT LOT 5
SECTION 19, TOWNSHIP 140 N, RANGE 48 W
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

Description - Parcel 4 (Permanent Storm Sewer Easement):

That part of Government Lot 5, Section 19, Township 140 North, Range 48 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows:

A strip of land 40.00 feet wide, centered on the following described line:

Commencing at the northeast corner of Lot 18, Block 1, Van Raden's Fourth Addition to the City of Fargo, on file at the Cass County Recorder's Office; thence South 84°20'59" East, along the northerly line of said Block 1, for a distance of 10.41 feet to the true point of beginning of the line to be described; thence North 05°23'32" West for a distance of 165.97 feet, said line there terminating. Said strip shall be lengthened or shortened as necessary to intersect the northerly line of said Block 1 on the south.

Said tract contains 0.152 acres, more or less.



EASEMENT EXHIBIT

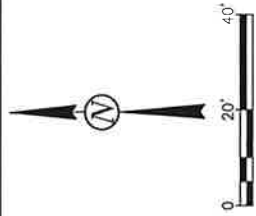
PROJECT NO.
6059-0212

PART OF GOVERNMENT LOT 5, SECTION 19
T 140N, R 48W, CITY OF FARGO, CASS CO., ND

SHEET
2 OF 2

EXHIBIT 3

Park District Improvements and Costs



- 6IN ASPHALT (8IN BASE)
- 8IN CONCRETE PAVEMENT (8IN BASE)
- 6IN SHARED-USE PATH (2IN BASE)
- 4IN CONCRETE SIDEWALK (2" BASE)
- 3IN LANDSCAPE MULCH W/ WEED FABRIC
- ADDITIONAL WORK FOR FARGO PARK DISTRICT

PRELIMINARY

Proj. No. 6059-0212
HOUSTON
engineering, inc.

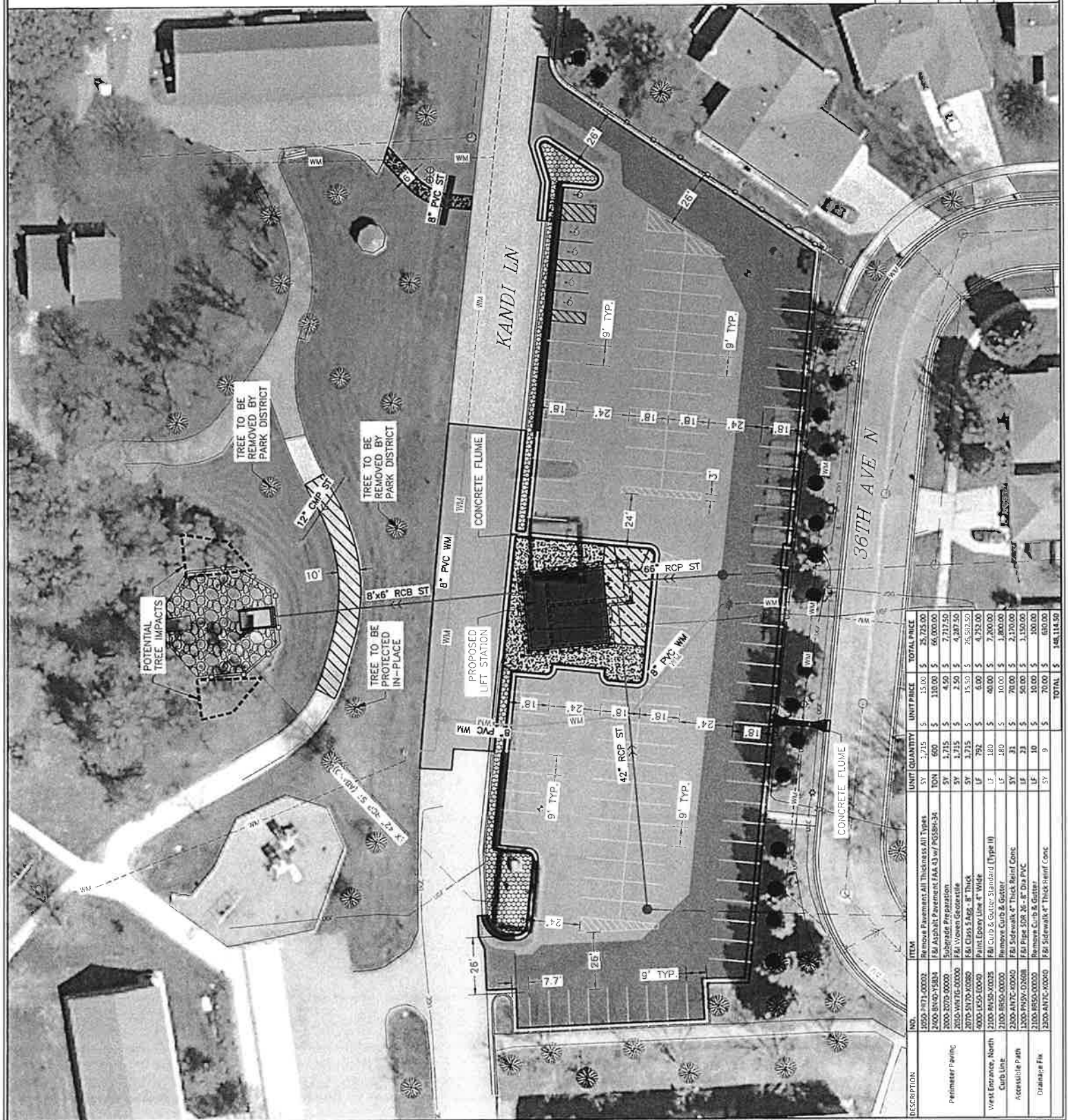
INVOICE: CITY OF FARGO 2023
ALL ELEVATIONS ARE BASED ON
NAVD 83 DATUM (PRE-GEOD18),
(UNLESS NOTED OTHERWISE)

Site Plan Exhibit

Lift Station Rep/Rehab

Project No. **NR-24-B1**

DESIGN BY: ZAH	CHECKED BY: CLB
DRAWN BY: ZAH	ORIG. DATE: January 2024
SECTION NO.	SHEET NO.
060	1



DESCRIPTION	NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
Perimeter Paving	1000-1873-00002	Remove Pavement All Thickness All Types	SY	1,215	\$ 25,725.00	\$ 25,725.00
	2000-1802-00003	FBI Asphalt Pavement 4" Thick w/ PG58H-34	TON	660	\$ 110.00	\$ 66,000.00
	2000-2070-00000	Subgrade Preparation	SY	1,215	\$ 4.50	\$ 7,117.50
	2000-1447-00000	FBI Yellow Gravel	SY	3,215	\$ 2.50	\$ 4,287.50
Street Entrance, North	2070-5170-00000	FBI 4" Thick	SY	1,215	\$ 15.50	\$ 26,932.50
	4000-1552-00000	Paint Edge Line 4" Wide	LF	792	\$ 6.00	\$ 4,752.00
	2100-1850-00000	FBI 4" Thick & Gutter Standard (Type II)	LF	180	\$ 40.00	\$ 7,200.00
	2100-1850-00000	Remove Curb & Gutter	LF	180	\$ 10.00	\$ 1,800.00
Accessible Path	2000-1873-00000	FBI 4" Thick Reinforced Concrete	SY	33	\$ 70.00	\$ 2,310.00
	1200-1873-00000	FBI 4" Thick Reinforced Concrete	LF	28	\$ 50.00	\$ 1,400.00
	2100-1850-00000	Remove Curb & Gutter	LF	10	\$ 10.00	\$ 100.00
	2000-1873-00000	FBI 4" Thick Reinforced Concrete	SY	9	\$ 70.00	\$ 630.00
Drainage	2000-1873-00000	FBI 4" Thick Reinforced Concrete	SY	9	\$ 70.00	\$ 630.00
					TOTAL	\$ 148,114.50

PERMANENT EASEMENT
(Storm Sewer and Utility)

KNOW ALL MEN BY THESE PRESENTS that the **PARK DISTRICT OF THE CITY OF FARGO**, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to 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 easement under, over, upon and in the land hereinafter described for the purpose of constructing, operating, maintaining and repairing a storm sewer and other public utilities, together with the customary appurtenances, said tract being described as follows:

That part of Government Lot 5, Section 19, Township 140 North, Range 48 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows:

A strip of land 40.00 feet wide, centered on the following described line:

Commencing at the northeast corner of Lot 18, Block 1, Van Raden’s Fourth Addition to the City of Fargo, on file at the Cass County Recorder’s Office; thence South 84°20’59” East, along the northerly line of said Block 1, for a distance of 10.41 feet to the true point of beginning of the line to be described; thence North 05°23’32” West for a distance of 165.97 feet, said line there terminating. Said strip shall be lengthened or shortened as necessary to intersect the northerly line of said Block 1 on the south.

Said tract contains 0.152 acres, more or less.

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

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


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

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 15th day of February, 2024.

GRANTOR:

FARGO PARK DISTRICT




Joe Deutsch, President

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 15th day of February, 2024, before me, a notary public in and for said county and state, personally appeared Joe Deutsch to me known to be the President of the **PARK DISTRICT OF THE CITY OF FARGO**, and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)





Notary Public
My Commission Expires:

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

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

(SEAL)

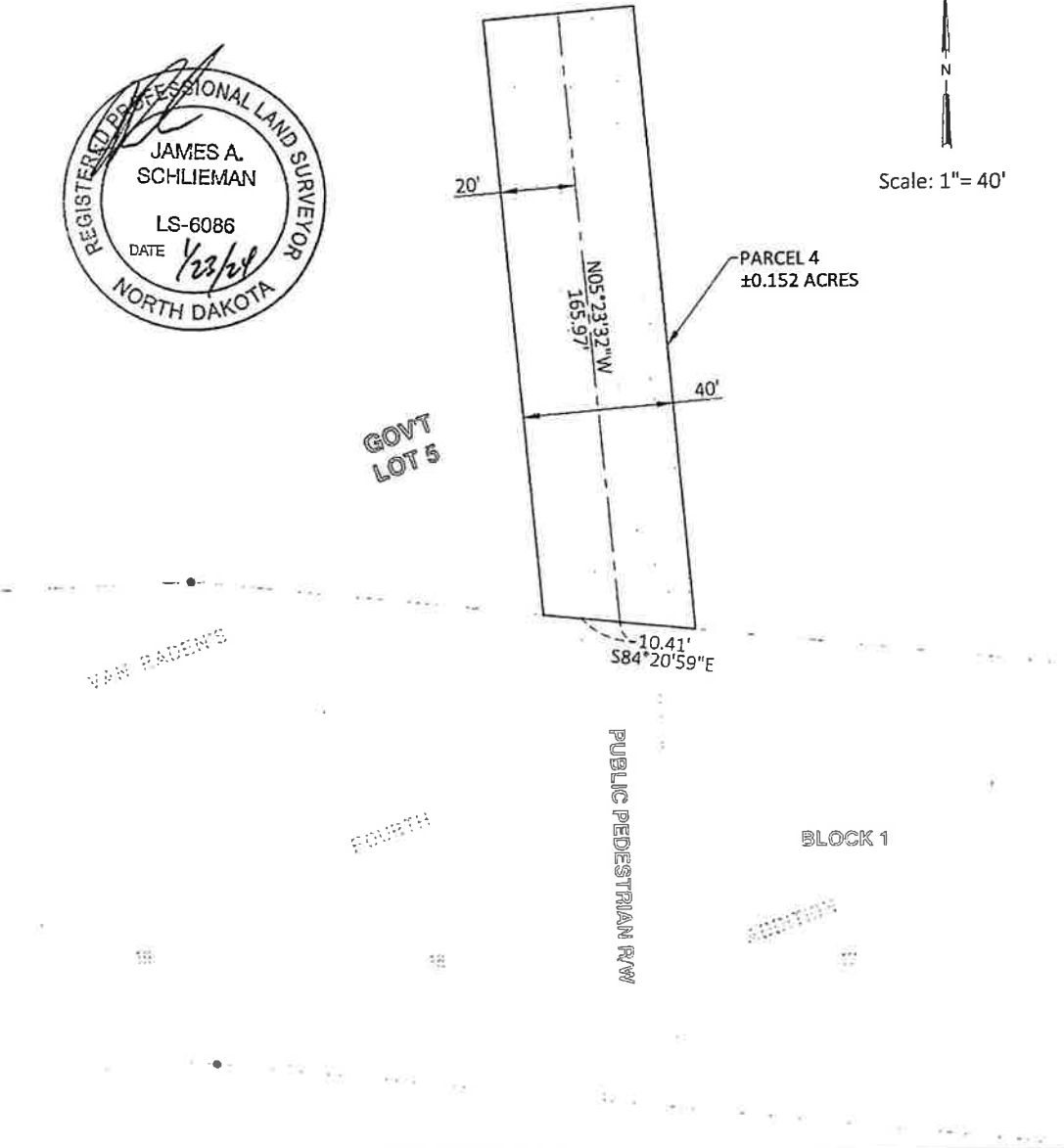
Notary Public
My Commission Expires:

The legal description was prepared by:
James S. Schlieman (LS-6086)
Professional Land Surveyor
Houston Engineering, Inc.
1401 21st Avenue North
Fargo ND 58102
(701) 237-5065

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

EXHIBIT A

PARCEL 4
PART OF GOVERNMENT LOT 5
SECTION 19, TOWNSHIP 140 N, RANGE 48 W
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



IRON MONUMENT FOUND
MEASURED BEARING
MEASURED DISTANCE
PERMANENT EASEMENT
TEMPORARY EASEMENT

S59°27'46"E
105.00'

NOTE: ALL BEARINGS GIVEN ARE
BASED ON THE CITY OF
FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992.



EASEMENT EXHIBIT

PROJECT NO.
6059-0212

PART OF GOVERNMENT LOT 5, SECTION 19
T 140N, R 48W, CITY OF FARGO, CASS CO., ND

SHEET
1 OF 2

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PARCEL 4
PART OF GOVERNMENT LOT 5
SECTION 19, TOWNSHIP 140 N, RANGE 48 W
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

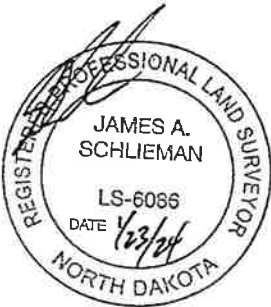
Description - Parcel 4 (Permanent Storm Sewer Easement):

That part of Government Lot 5, Section 19, Township 140 North, Range 48 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows:

A strip of land 40.00 feet wide, centered on the following described line:

Commencing at the northeast corner of Lot 18, Block 1, Van Raden's Fourth Addition to the City of Fargo, on file at the Cass County Recorder's Office; thence South 84°20'59" East, along the northerly line of said Block 1, for a distance of 10.41 feet to the true point of beginning of the line to be described; thence North 05°23'32" West for a distance of 165.97 feet, said line there terminating. Said strip shall be lengthened or shortened as necessary to intersect the northerly line of said Block 1 on the south.

Said tract contains 0.152 acres, more or less.



EASEMENT EXHIBIT

PROJECT NO. 6059-0212	PART OF GOVERNMENT LOT 5, SECTION 19 T 140N, R 48W, CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2
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EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that the **PARK DISTRICT OF THE CITY OF FARGO**, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to 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”, temporary construction easements under, over, upon and in the lands hereinafter described for the purpose of construction and installation of a storm sewer lift station, together with the customary appurtenances, said tracts being described as follows:

See attached Exhibit A

The easement areas are also pictorially represented on Exhibit B attached hereto and incorporated herein by reference.

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

Grantor, its successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said parcels to be used for constructing and installing a storm sewer lift station and all other construction activities during the construction phase of said project, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcels so as to interfere in any manner with the said parcels during the construction phase. Grantee, at its own expense, shall leave the premises in as good condition as they were prior to the time construction activities began.

This Easement shall terminate on November 1, 2025, or upon completion of construction, whichever occurs later.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 15 day of February, 2024.

GRANTOR:

FARGO PARK DISTRICT

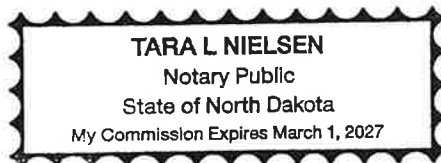



Joe Deutsch, President

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 15 day of February, 2024, before me, a notary public in and for said county and state, personally appeared Joe Deutsch to me known to be the President of the **PARK DISTRICT OF THE CITY OF FARGO**, and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)





Notary Public
My Commission Expires:

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

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

(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
James S. Schlieman (LS-6086)
Professional Land Surveyor
Houston Engineering, Inc.
1401 21st Avenue North
Fargo ND 58102
(701) 237-5065

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

EXHIBIT A

Parcel 1A (Temporary Construction Easement):

Lots 18, 19 and 20, Block 1, Van Raden's Fourth Addition to the City of Fargo, Cass County, North Dakota, excepting therefrom that part of said Lot 20 lying southerly of the following described line:

Commencing at the Southwest corner of said Lot 20; thence North 02°15'19" West, along the westerly line of said Lot 20, for a distance of 72.52 feet to the northwest corner of an exception tract described in Document No. 698983, on file at the Cass County Recorder's Office; thence South 56°47'46" East, along the northerly line of said exception tract, for a distance of 23.53 feet to the northeast corner of said exception tract, said line there terminating.

Said tract contains 0.689 acres, more or less.

Parcel 2A (Temporary Construction Easement):

Lots 16 and 17, Block 1, Van Raden's Fourth Addition to the City of Fargo, Cass County, North Dakota.

Said tract contains 0.566 acres, more or less.

Parcel 4A (Temporary Construction Easement):

That part of Government Lot 5, Section 19, Township 140 North, Range 48 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the northeast corner of Lot 1, Block 1, Van Raden's Fourth Addition, on file at the Cass County Recorder's Office; thence North 84°20'59" West, along the northerly line of said Block 1, for a distance of 561.89 feet; thence South 87°20'38" West, along the northerly line of said Block 1, for a distance of 386.36 feet; thence South 58°49'58" West, along the northerly line of said Block 1, for a distance of 46.57 feet; thence North 04°07'44" West for a distance of 46.71 feet; thence North 85°52'16" East for a distance of 346.50 feet; thence North 00°00'00" East for a distance of 52.36 feet; thence North 35°14'55" East for a distance of 115.48 feet; thence North 90°00'00" East for a distance of 129.52 feet; thence South 60°00'00" East for a distance of 141.65 feet; thence North 90°00'00" East for a distance of 90.55 feet; thence South 00°00'00" East for a distance of 99.64 feet; thence South 84°47'22" East for a distance of 239.64 feet to a point of intersection with the westerly line of the East 33.00 feet of said Section 19; thence South 02°26'37" East, along the westerly line of the East 33.00 feet of said Section 19, for a distance of 40.03 feet to a point of intersection with the northerly line of said Van Raden's Fourth Addition; thence North 84°20'59" West, along the northerly line of said Van Raden's Fourth Addition, for a distance of 7.07 feet to the true point of beginning.

Said tract contains 1.915 acres, more or less.

EXHIBIT B

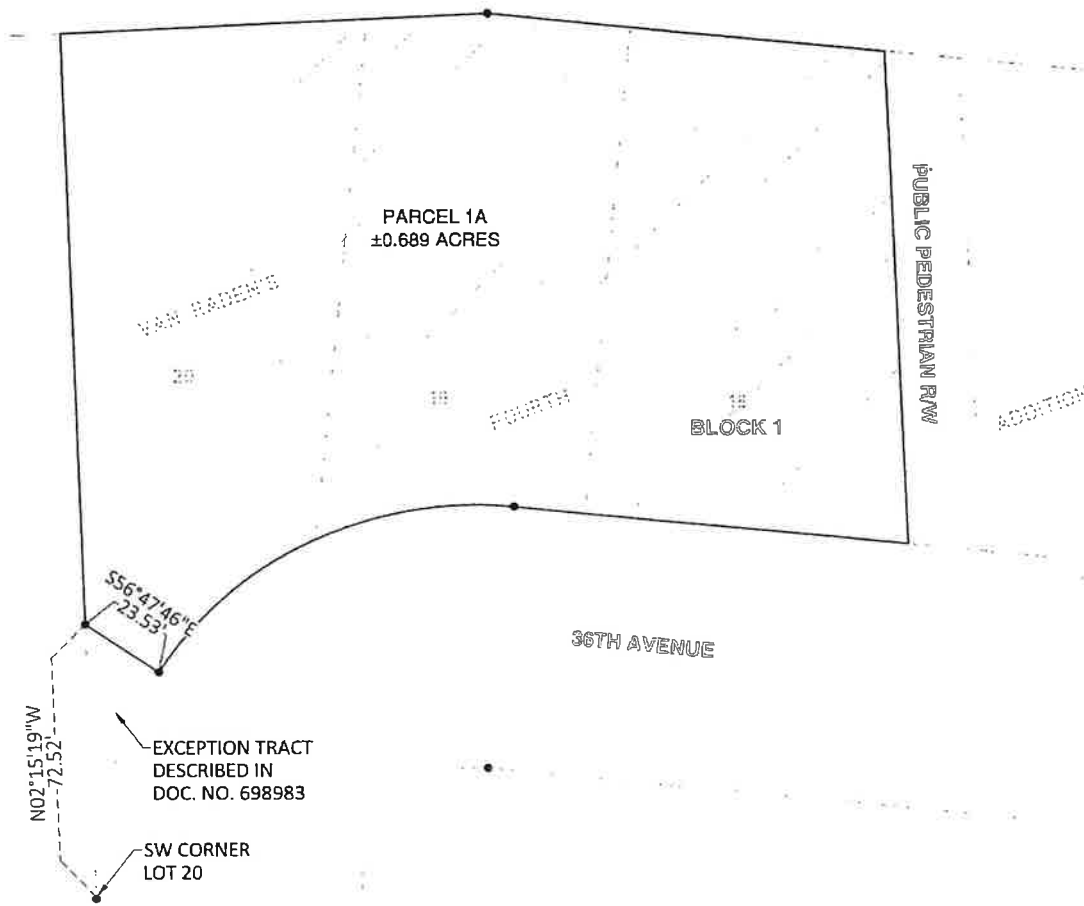
PARCEL 1A
PART OF LOTS 18, 19 & 20, BLOCK 1
VAN RADEN'S FOURTH ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



GOVT
LOT 5



Scale: 1" = 40'



IRON MONUMENT FOUND
MEASURED BEARING
MEASURED DISTANCE
PERMANENT EASEMENT
TEMPORARY EASEMENT

S59°27'46"E
105.00'

NOTE: ALL BEARINGS GIVEN ARE
BASED ON THE CITY OF
FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992.



EASEMENT EXHIBIT

PROJECT NO.
6059-0212

PART OF LOTS 18, 19 & 20, BLOCK 1
VAN RADEN'S 4TH ADDITION, CITY OF FARGO, CASS CO., ND

SHEET
1 OF 2

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PARCEL 1A
PART OF LOTS 18, 19 & 20, BLOCK 1
VAN RADEN'S FOURTH ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

Description - Parcel 1A (Temporary Construction Easement):

Lots 18, 19 and 20, Block 1, Van Raden's Fourth Addition to the City of Fargo, Cass County, North Dakota, excepting therefrom that part of said Lot 20 lying southerly of the following described line:

Commencing at the Southwest corner of said Lot 20; thence North 02°15'19" West, along the westerly line of said Lot 20, for a distance of 72.52 feet to the northwest corner of an exception tract described in Document No. 698983, on file at the Cass County Recorder's Office; thence South 56°47'46" East, along the northerly line of said exception tract, for a distance of 23.53 feet to the northeast corner of said exception tract, said line there terminating.

Said tract contains 0.689 acres, more or less.



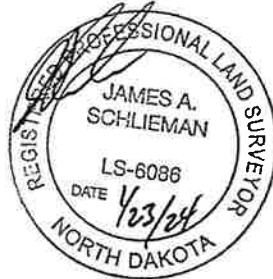
EASEMENT EXHIBIT

PROJECT NO.
6059-0212

PART OF LOTS 18, 19 & 20, BLOCK 1
VAN RADEN'S 4TH ADDITION, CITY OF FARGO, CASS CO., ND

SHEET
2 OF 2

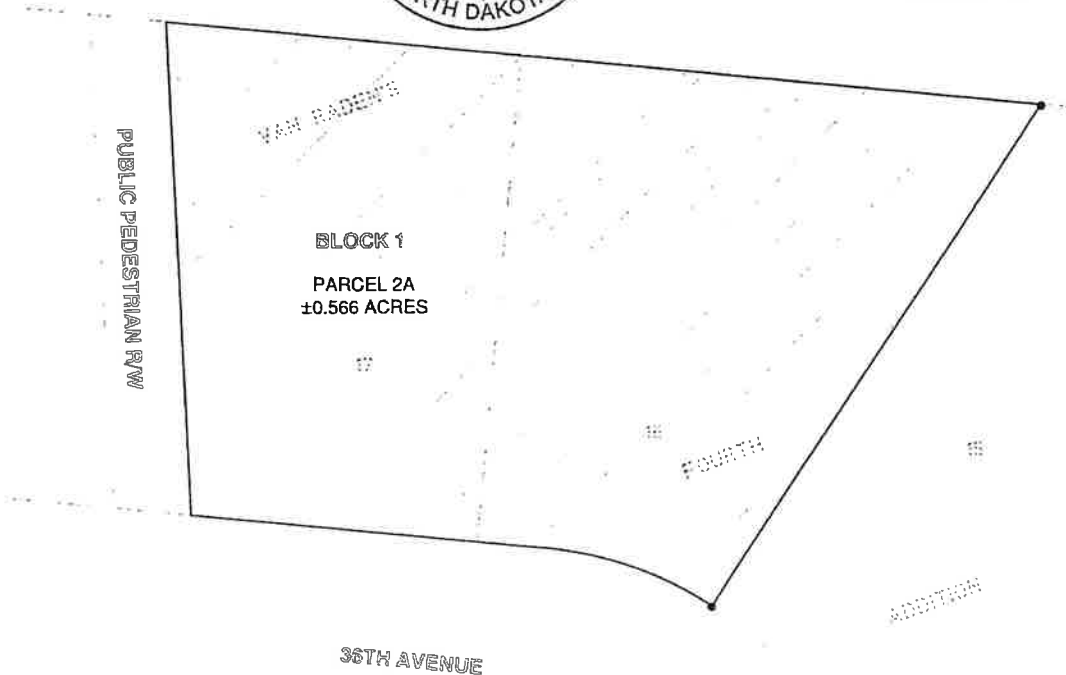
PARCEL 2A
PART OF LOTS 16 & 17, BLOCK 1
VAN RADEN'S FOURTH ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



GOVT
LOT 5



Scale: 1"= 40'



IRON MONUMENT FOUND
MEASURED BEARING
MEASURED DISTANCE
PERMANENT EASEMENT
TEMPORARY EASEMENT

S59°27'46"E
105.00'

NOTE: ALL BEARINGS GIVEN ARE
BASED ON THE CITY OF
FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992.



EASEMENT EXHIBIT

PROJECT NO.
6059-0212

PART OF LOTS 16 & 17, BLOCK 1
VAN RADEN'S 4TH ADDITION, CITY OF FARGO, CASS CO., ND

SHEET
1 OF 2

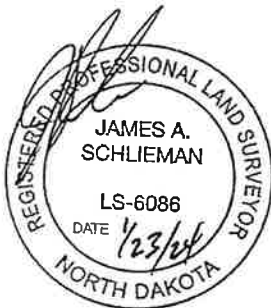
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PARCEL 2A
PART OF LOTS 16 & 17, BLOCK 1
VAN RADEN'S FOURTH ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

Description - Parcel 2A (Temporary Construction Easement):

Lots 16 and 17, Block 1, Van Raden's Fourth Addition to the City of Fargo,
Cass County, North Dakota.

Said tract contains 0.566 acres, more or less.



EASEMENT EXHIBIT

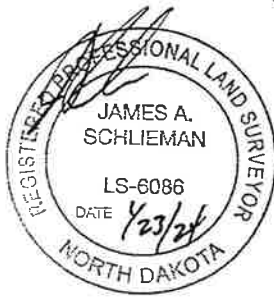
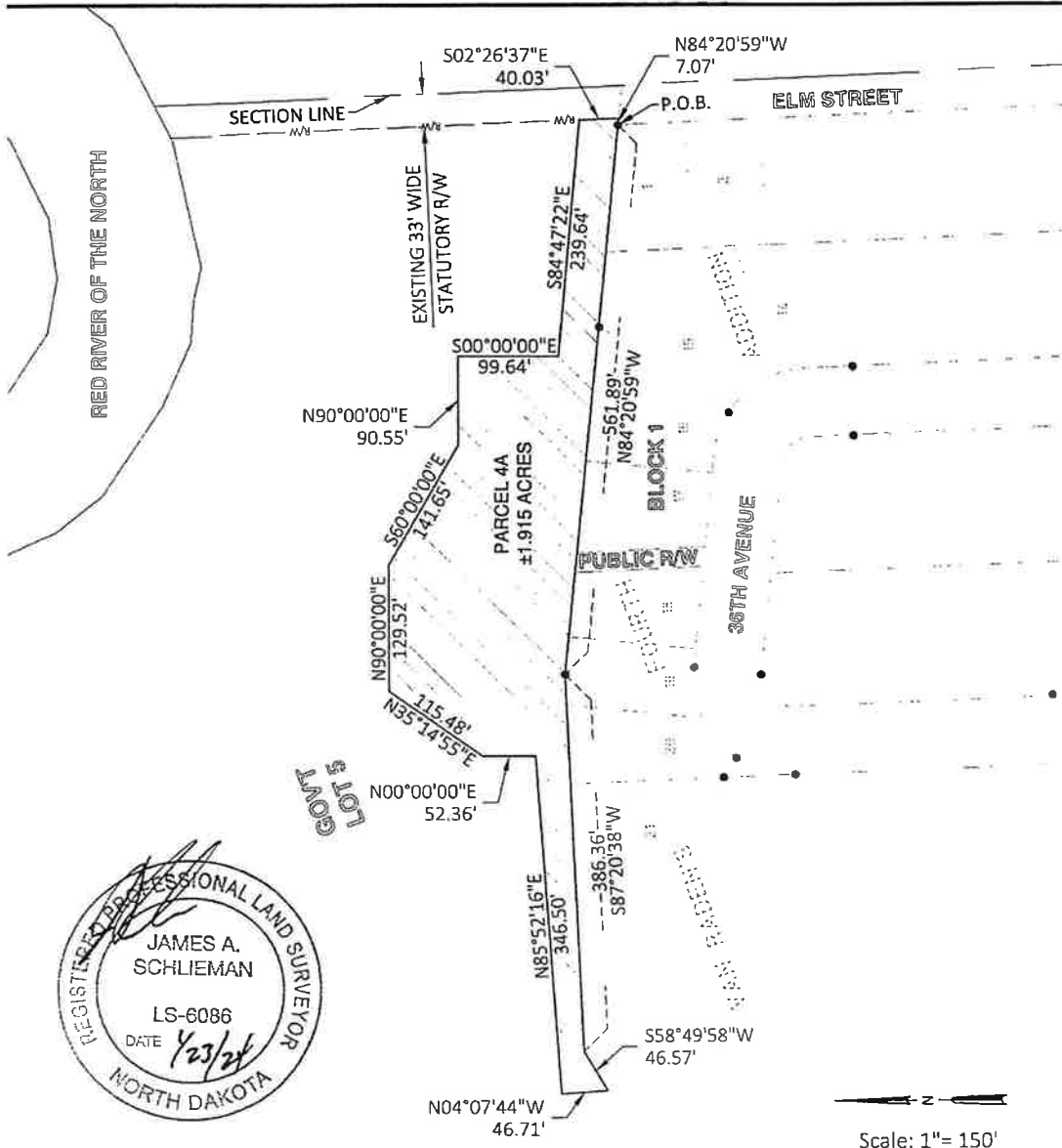
PROJECT NO.
6059-0212

PART OF LOTS 16 & 17, BLOCK 1
VAN RADEN'S 4TH ADDITION, CITY OF FARGO, CASS CO., ND

SHEET
2 OF 2

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PARCEL 4A
PART OF GOVERNMENT LOT 5
SECTION 19, TOWNSHIP 140 N, RANGE 48 W
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



Scale: 1" = 150'

IRON MONUMENT FOUND
MEASURED BEARING
MEASURED DISTANCE
PERMANENT EASEMENT
TEMPORARY EASEMENT

S59°27'46"E
105.00'

NOTE: ALL BEARINGS GIVEN ARE
BASED ON THE CITY OF
FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992.



EASEMENT EXHIBIT

PROJECT NO.
6059-0212

PART OF GOVERNMENT LOT 5, SECTION 19
T 140N, R 48W, CITY OF FARGO, CASS CO., ND

SHEET
1 OF 2

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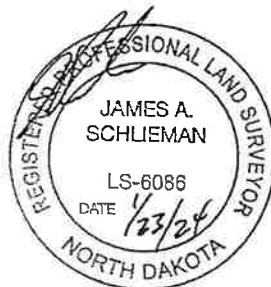
PARCEL 4A
 PART OF GOVERNMENT LOT 5
 SECTION 19, TOWNSHIP 140 N, RANGE 48 W
 CITY OF FARGO, CASS COUNTY
 STATE OF NORTH DAKOTA

Description - Parcel 4A (Temporary Construction Easement):

That part of Government Lot 5, Section 19, Township 140 North, Range 48 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the northeast corner of Lot 1, Block 1, Van Raden's Fourth Addition, on file at the Cass County Recorder's Office; thence North 84°20'59" West, along the northerly line of said Block 1, for a distance of 561.89 feet; thence South 87°20'38" West, along the northerly line of said Block 1, for a distance of 386.36 feet; thence South 58°49'58" West, along the northerly line of said Block 1, for a distance of 46.57 feet; thence North 04°07'44" West for a distance of 46.71 feet; thence North 85°52'16" East for a distance of 346.50 feet; thence North 00°00'00" East for a distance of 52.36 feet; thence North 35°14'55" East for a distance of 115.48 feet; thence North 90°00'00" East for a distance of 129.52 feet; thence South 60°00'00" East for a distance of 141.65 feet; thence North 90°00'00" East for a distance of 90.55 feet; thence South 00°00'00" East for a distance of 99.64 feet; thence South 84°47'22" East for a distance of 239.64 feet to a point of intersection with the westerly line of the East 33.00 feet of said Section 19; thence South 02°26'37" East, along the westerly line of the East 33.00 feet of said Section 19, for a distance of 40.03 feet to a point of intersection with the northerly line of said Van Raden's Fourth Addition; thence North 84°20'59" West, along the northerly line of said Van Raden's Fourth Addition, for a distance of 7.07 feet to the true point of beginning.

Said tract contains 1.915 acres, more or less.



EASEMENT EXHIBIT

PROJECT NO.
6059-0212

PART OF GOVERNMENT LOT 5, SECTION 19
 T 140N, R 48W, CITY OF FARGO, CASS CO., ND

SHEET
1 OF 2

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PERMANENT EASEMENT
(Storm Sewer Lift Station and Utility)

KNOW ALL MEN BY THESE PRESENTS that the **PARK DISTRICT OF THE CITY OF FARGO**, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to 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 easement under, over, upon and in the land hereinafter described for the purpose of constructing, operating, maintaining and repairing a storm sewer lift station and other public utilities, together with the customary appurtenances, said tract being described as follows:

That part of Lots 18 and 19, Block 1, Van Raden’s Fourth Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 18; thence North 84°20’59” West, along the northerly line of said Lot 18, for a distance of 5.05 feet to a point of intersection with the westerly line of the East 5.00 feet of said Lot 18; thence South 02°33’22” East, along the westerly line of the East 5.00 feet of said Lot 18, for a distance of 10.10 feet to a point of intersection with the southerly line of the North 10.00 feet of said Lot 18, and the true point of beginning; thence continue South 02°33’22” East, along the westerly line of the East 5.00 feet of said Lot 18, for a distance of 99.31 feet; thence North 48°25’30” West for a distance of 50.33 feet; thence South 84°36’28” West for a distance of 94.25 feet; thence North 05°23’32” West for a distance of 40.00 feet; thence North 84°36’28” East for a distance of 72.68 feet; thence North 05°37’55” East for a distance of 33.63 feet to a point of

intersection with the southerly line of the North 10.00 feet of said Lot 18; thence South 84°20'59" East, along the southerly line of the North 10.00 feet of said Lot 18, for a distance of 55.43 feet to the true point of beginning.

Said tract contains 0.173 acres, more or less.

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

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


Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said storm sewer lift station and other public utilities and customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings or other obstacles of any kind shall be placed or located upon the tract so as to interfere in any manner with the construction, operation, maintenance or repair of said storm sewer lift station and public utilities, including customary appurtenances.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 15 day of February, 2024.

GRANTOR:

FARGO PARK DISTRICT

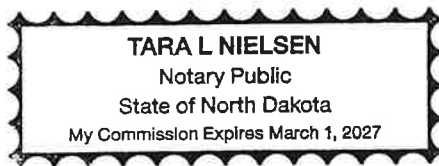



Joe Deutsch, President

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 15 day of February, 2024, before me, a notary public in and for said county and state, personally appeared Joe Deutsch to me known to be the President of the **PARK DISTRICT OF THE CITY OF FARGO**, and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)





Notary Public
My Commission Expires:

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

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

(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
James S. Schlieman (LS-6086)
Professional Land Surveyor
Houston Engineering, Inc.
1401 21st Avenue North
Fargo ND 58102
(701) 237-5065

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

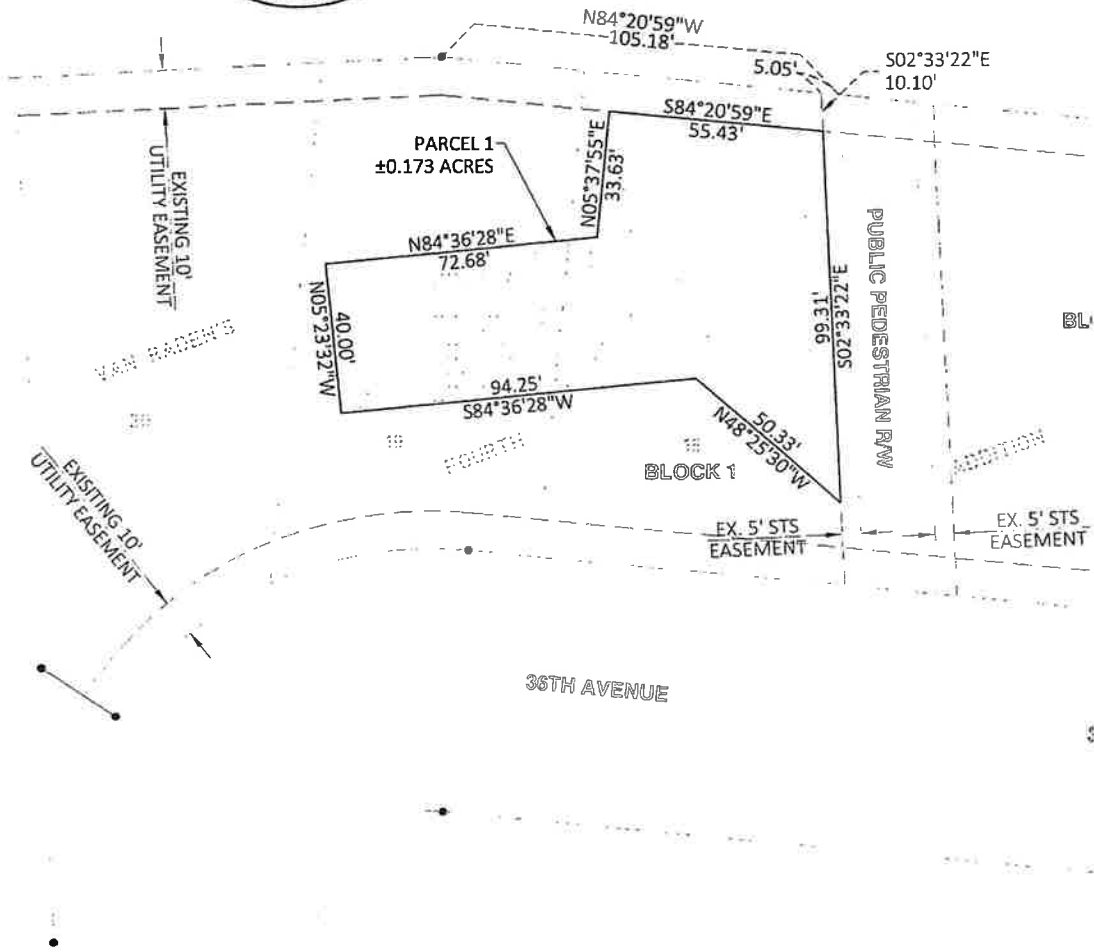
EXHIBIT A

PARCEL 1
PART OF LOTS 18 & 19, BLOCK 1
VAN RADEN'S FOURTH ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



GOVT
LOT 5

Scale: 1" = 40'



IRON MONUMENT FOUND
MEASURED BEARING S59°27'46"E
MEASURED DISTANCE 105.00'
PERMANENT EASEMENT
TEMPORARY EASEMENT

NOTE: ALL BEARINGS GIVEN ARE
BASED ON THE CITY OF
FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992.



EASEMENT EXHIBIT

PROJECT NO. 6059-0212	PART OF LOTS 18 & 19, BLOCK 1 VAN RADEN'S 4TH ADDITION, CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2
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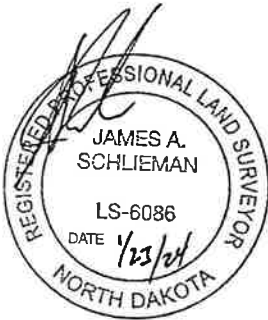
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PARCEL 1
PART OF LOTS 18 & 19, BLOCK 1
VAN RADEN'S FOURTH ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

Description - Parcel 1 (Permanent Utility Easement):
That part of Lots 18 and 19, Block 1, Van Raden's Fourth Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 18; thence North 84°20'59" West, along the northerly line of said Lot 18, for a distance of 5.05 feet to a point of intersection with the westerly line of the East 5.00 feet of said Lot 18; thence South 02°33'22" East, along the westerly line of the East 5.00 feet of said Lot 18, for a distance of 10.10 feet to a point of intersection with the southerly line of the North 10.00 feet of said Lot 18, and the true point of beginning; thence continue South 02°33'22" East, along the westerly line of the East 5.00 feet of said Lot 18, for a distance of 99.31 feet; thence North 48°25'30" West for a distance of 50.33 feet; thence South 84°36'28" West for a distance of 94.25 feet; thence North 05°23'32" West for a distance of 40.00 feet; thence North 84°36'28" East for a distance of 72.68 feet; thence North 05°37'55" East for a distance of 33.63 feet to a point of intersection with the southerly line of the North 10.00 feet of said Lot 18; thence South 84°20'59" East, along the southerly line of the North 10.00 feet of said Lot 18, for a distance of 55.43 feet to the true point of beginning.

Said tract contains 0.173 acres, more or less.



EASEMENT EXHIBIT

PROJECT NO. 6059-0212	PART OF LOTS 18 & 19, BLOCK 1 VAN RADEN'S 4TH ADDITION, CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2
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PERMANENT EASEMENT
(Storm Sewer Lift Station and Utility)

KNOW ALL MEN BY THESE PRESENTS that the **PARK DISTRICT OF THE CITY OF FARGO**, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to 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 easement under, over, upon and in the land hereinafter described for the purpose of constructing, operating, maintaining and repairing a storm sewer lift station and other public utilities, together with the customary appurtenances, said tract being described as follows:

That part of Lot 17, Block 1, Van Raden’s Fourth Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 17; thence South 84°20’59” East, along the northerly line of said Lot 17, for a distance of 5.05 feet to a point of intersection with the easterly line of the West 5.00 feet of said Lot 17; thence South 02°33’22” East, along the easterly line of the West 5.00 feet of said Lot 17, for a distance of 10.10 feet to a point of intersection with the southerly line of the North 10.00 feet of said Lot 17, and the true point of beginning; thence continue South 02°33’22” East, along the easterly line of the West 5.00 feet of said Lot 17, for a distance of 57.65 feet; thence South 84°20’49” East for a distance of 4.06 feet; thence North 05°39’11” East for a distance of 57.06 feet to a point of intersection with the southerly line of the North 10.00 feet of said Lot 17; thence North 84°20’59” West, along the southerly line of the North 10.00 feet of said Lot 17, for

a distance of 12.29 feet to the true point of beginning.

Said tract contains 0.011 acres, more or less.

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

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


Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said storm sewer lift station and other public utilities and customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings or other obstacles of any kind shall be placed or located upon the tract so as to interfere in any manner with the construction, operation, maintenance or repair of said storm sewer lift station and public utilities, including customary appurtenances.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 15 day of February, 2024.

GRANTOR:

FARGO PARK DISTRICT

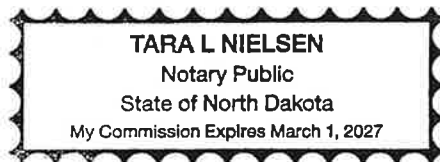



Joe Deutsch, President

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 15 day of February, 2024, before me, a notary public in and for said county and state, personally appeared Joe Deutsch to me known to be the President of the **PARK DISTRICT OF THE CITY OF FARGO**, and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)





Notary Public
My Commission Expires:

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

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

(SEAL)

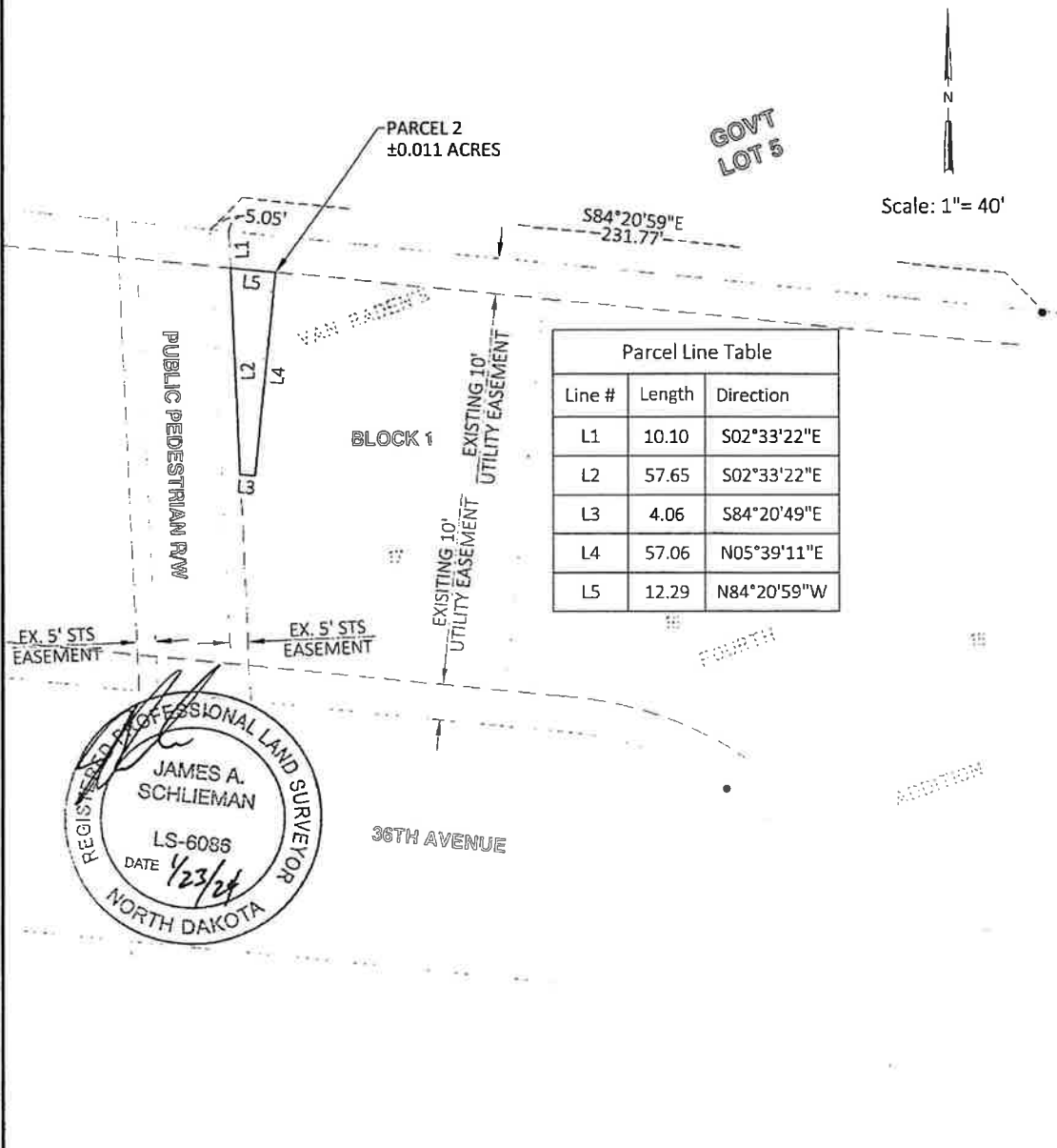
Notary Public
My Commission Expires:

The legal description was prepared by:
James S. Schlieman (LS-6086)
Professional Land Surveyor
Houston Engineering, Inc.
1401 21st Avenue North
Fargo ND 58102
(701) 237-5065

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

EXHIBIT A

PARCEL 2
PART OF LOT 17, BLOCK 1
VAN RADEN'S FOURTH ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



Parcel Line Table		
Line #	Length	Direction
L1	10.10	S02°33'22"E
L2	57.65	S02°33'22"E
L3	4.06	S84°20'49"E
L4	57.06	N05°39'11"E
L5	12.29	N84°20'59"W

IRON MONUMENT FOUND
MEASURED BEARING
MEASURED DISTANCE
PERMANENT EASEMENT
TEMPORARY EASEMENT

NOTE: ALL BEARINGS GIVEN ARE
BASED ON THE CITY OF
FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992.



EASEMENT EXHIBIT

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PARCEL 2
PART OF LOT 17, BLOCK 1
VAN RADEN'S FOURTH ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

Description - Parcel 2 (Permanent Utility Easement):

That part of Lot 17, Block 1, Van Raden's Fourth Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 17; thence South 84°20'59" East, along the northerly line of said Lot 17, for a distance of 5.05 feet to a point of intersection with the easterly line of the West 5.00 feet of said Lot 17; thence South 02°33'22" East, along the easterly line of the West 5.00 feet of said Lot 17, for a distance of 10.10 feet to a point of intersection with the southerly line of the North 10.00 feet of said Lot 17, and the true point of beginning; thence continue South 02°33'22" East, along the easterly line of the West 5.00 feet of said Lot 17, for a distance of 57.65 feet; thence South 84°20'49" East for a distance of 4.06 feet; thence North 05°39'11" East for a distance of 57.06 feet to a point of intersection with the southerly line of the North 10.00 feet of said Lot 17; thence North 84°20'59" West, along the southerly line of the North 10.00 feet of said Lot 17, for a distance of 12.29 feet to the true point of beginning.

Said tract contains 0.011 acres, more or less.



EASEMENT EXHIBIT

PROJECT NO.
6059-0212

PART OF LOT 17, BLOCK 1
VAN RADEN'S 4TH ADDITION, CITY OF FARGO, CASS CO., ND

SHEET
2 OF 2

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PERMANENT EASEMENT
(Water Main)

KNOW ALL MEN BY THESE PRESENTS that that the **PARK DISTRICT OF THE CITY OF FARGO**, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to 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 easement under, over, 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 described as follows:

That part of Government Lot 5, Section 19, Township 140 North, Range 48 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows:

A strip of land 20.00 feet wide, centered on the following described line:

Commencing at the northeast corner of Lot 18, Block 1, Van Raden's Fourth Addition to the City of Fargo, on file at the Cass County Recorder's Office; thence North 84°20'59" West, along the northerly line of said Lot 18, for a distance of 49.04 feet to the true point of beginning of the line to be described; thence North 05°37'55" East for a distance of 25.37 feet, said line there terminating. Said strip shall be lengthened or shortened as necessary to intersect the northerly line of said Lot 18 on the south.

Said tract contains 0.012 acres, more or less.

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

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go under, over, in 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 they 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 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.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 15 day of February, 2024.

GRANTOR:

FARGO PARK DISTRICT

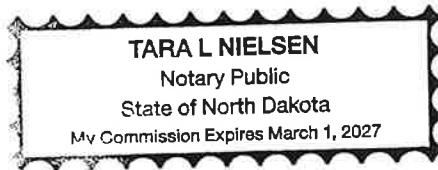



Joe Deutsch, President

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 15 day of February, 2024, before me, a notary public in and for said county and state, personally appeared Joe Deutsch to me known to be the President of the **PARK DISTRICT OF THE CITY OF FARGO**, and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)





Notary Public
My Commission Expires:

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

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

(SEAL)

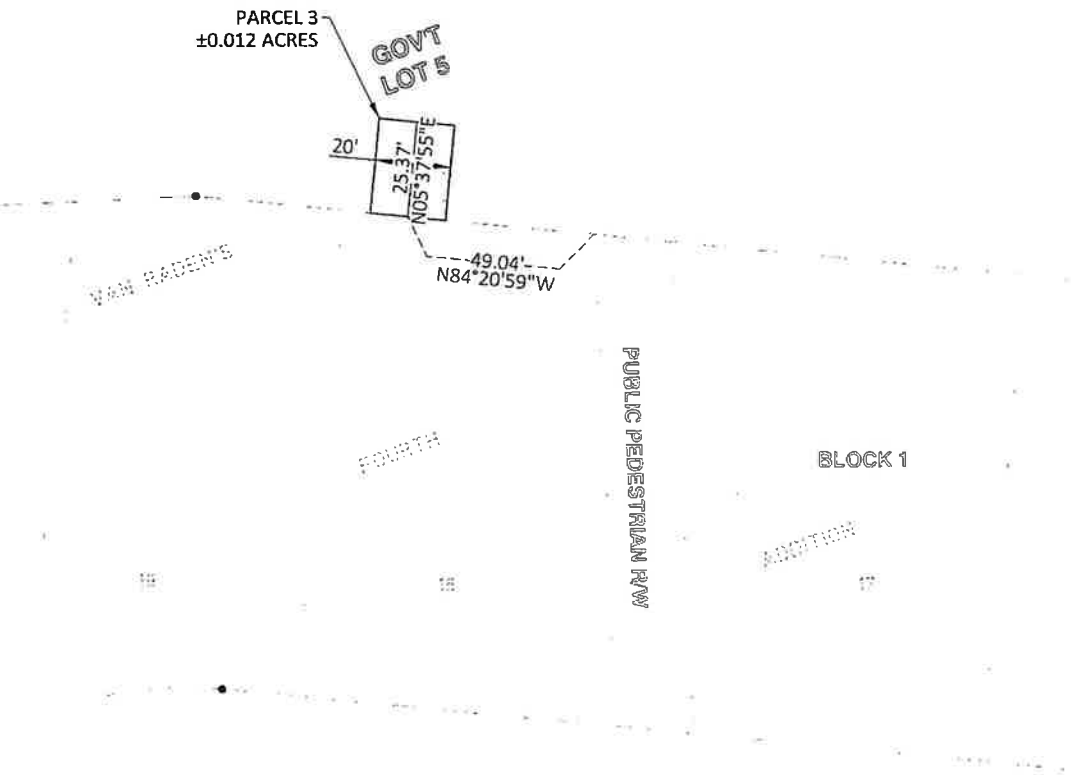
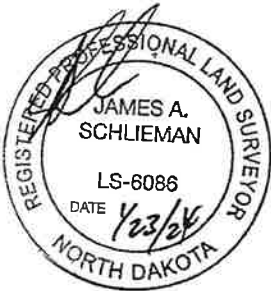
Notary Public
My Commission Expires:

The legal description was prepared by:
James S. Schlieman (LS-6086)
Professional Land Surveyor
Houston Engineering, Inc.
1401 21st Avenue North
Fargo ND 58102
(701) 237-5065

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

EXHIBIT A

PARCEL 3
PART OF GOVERNMENT LOT 5
SECTION 19, TOWNSHIP 140 N, RANGE 48 W
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



IRON MONUMENT FOUND
MEASURED BEARING S59°27'46"E
MEASURED DISTANCE 105.00'
PERMANENT EASEMENT
TEMPORARY EASEMENT

NOTE: ALL BEARINGS GIVEN ARE
BASED ON THE CITY OF
FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992.



EASEMENT EXHIBIT

PROJECT NO. 6059-0212	PART OF GOVERNMENT LOT 5, SECTION 19 T 140N, R 48W, CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2
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PARCEL 3
PART OF GOVERNMENT LOT 5
SECTION 19, TOWNSHIP 140 N, RANGE 48 W
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

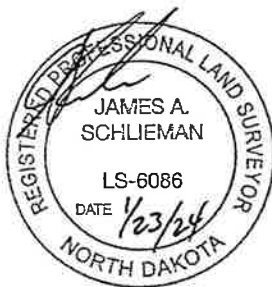
Description - Parcel 3 (Permanent Watermain Easement):

That part of Government Lot 5, Section 19, Township 140 North, Range 48 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows:

A strip of land 20.00 feet wide, centered on the following described line:

Commencing at the northeast corner of Lot 18, Block 1, Van Raden's Fourth Addition to the City of Fargo, on file at the Cass County Recorder's Office; thence North 84°20'59" West, along the northerly line of said Lot 18, for a distance of 49.04 feet to the true point of beginning of the line to be described; thence North 05°37'55" East for a distance of 25.37 feet, said line there terminating. Said strip shall be lengthened or shortened as necessary to intersect the northerly line of said Lot 18 on the south.

Said tract contains 0.012 acres, more or less.



EASEMENT EXHIBIT

PROJECT NO. 6059-0212	PART OF GOVERNMENT LOT 5, SECTION 19 T 140N, R 48W, CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2
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19

Engineering Department

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov

www.FargoND.gov

February 28, 2024

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. PR-24-E1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, February 28, 2024, for Seal Coat, Improvement District No. PR-24-E1, located at Various Locations.

The bids were as follows:

Asphalt Preservation Company, Inc.	\$1,617,606.87
------------------------------------	----------------

Engineers Estimate	\$1,603,015.60
--------------------	----------------

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Asphalt Preservation Company, Inc. in the amount of \$1,617,606.87 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE

City Engineer



Engineer's Statement Of Cost
Improvement District # PR-24-E1
Seal Coat

Various Locations

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Seal Coat Improvement District # PR-24-E1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Section 1					
1	Mobilization	LS	1.00	110,000.00	110,000.00
2	F&I Pavement Mix Wear Course Asph	Ton	50.00	775.00	38,750.00
3	F&I Seal Aggregate A	SY	402,615.00	1.29	519,373.35
4	F&I Seal Aggregate B	SY	97,569.00	1.29	125,864.01
5	F&I Seal Oil	Gal	143,831.00	2.00	287,662.00
6	Paint Epoxy Line 4" Wide	LF	23,774.00	3.70	87,963.80
7	Paint Epoxy Line 8" Wide	LF	1,500.00	7.30	10,950.00
8	Paint Epoxy Line 16" Wide	LF	248.00	14.50	3,596.00
9	Paint Epoxy Line 24" Wide	LF	876.00	31.00	27,156.00
10	Paint Epoxy Message	SF	2,662.00	25.75	68,546.50
11	Traffic Control - Minor	LS	1.00	15,500.00	15,500.00
Section 1 Total					1,295,361.66
Section 2					
12	Mobilization	LS	1.00	30,000.00	30,000.00
13	F&I Seal Aggregate A	SY	100,207.00	1.29	129,267.03
14	F&I Seal Aggregate B	SY	48,902.00	1.29	63,083.58
15	F&I Seal Oil	Gal	44,660.00	2.00	89,320.00
16	Paint Epoxy Line 4" Wide	LF	896.00	3.70	3,315.20
17	Paint Epoxy Line 8" Wide	LF	118.00	7.30	861.40
18	Paint Epoxy Message	SF	64.00	25.75	1,648.00
19	Traffic Control - Minor	LS	1.00	4,750.00	4,750.00
Section 2 Total					322,245.21

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Total Construction in \$					1,617,606.87
	Engineering		10.00%		161,760.69
	Admin		4.00%		64,704.28
	Legal		3.00%		48,528.21
	Interest		4.00%		64,704.28
	Contingency		5.00%		80,880.34
Total Estimated Costs					2,038,184.67
Sales Tax Funds - Infrastructure - 420					1,632,155.70
Special Assessments					406,028.97
Unfunded Costs					0.00

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

Date: 02/28/2024



Thomas Knakmuhs

City Engineer



COVER SHEET
CITY OF FARGO PROJECTS

20

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

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

New Paving and Utility Construction

Improvement

District No. BN-23-F

Call For Bids	<u>March 4</u>	, <u>2024</u>
Advertise Dates	<u>March 13 & 20</u>	, <u>2024</u>
Bid Opening Date	<u>April 10</u>	, <u>2024</u>
Substantial Completion Date	<u>October 15</u>	, <u>2024</u>
Final Completion Date	<u>November 15</u>	, <u>2024</u>

<u>X</u>	PWPEC Report (Attach Copy)
<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>X</u>	Notice to Property Owners (Dan Eberhardt)
<u>N/A</u>	Supplemental Funding Language Included

Project Engineer Jason Satterlund

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

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-23-F1

Type: Utility & Paving Infrastructure Request

Location: Dakota Commerce Center North Addition

Date of Hearing: 1/16/2024

RoutingDate

City Commission

3/4/2024

PWPEC File

X

Project File

Jason Leonard

The Committee reviewed a communication from Division Engineer, Jason Leonard, regarding an infrastructure request for Dakota Commerce Center North Addition.

We have reviewed the requirements for infrastructure request and the Developer has met five of the seven requirements. The two remaining items are as follows:

- Execution of the Special Assessment Security Agreement
- Letter of Credit.

Staff is recommending approval of the Infrastructure Request contingent upon execution of the Special Assessment Security Agreement, and Letter of Credit and direct Engineering to start design.

On a motion by Brenda Derrig, seconded by Mark Williams, the Committee voted to recommend approval of the Infrastructure Request contingent upon execution of the Special Assessment Security Agreement and Letter of Credit and direct Engineering to start design.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC to approve the Infrastructure Request contingent upon execution of the Special Assessment Security Agreement and Letter of Credit and direct Engineering to start design.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____ Special Assessments

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


Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

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

ATTEST:


 Tom Knakmuhs, P.E.
 City Engineer



**ENGINEER'S REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-23-F**

**ON 48TH AVENUE NORTH BETWEEN COUNTY HIGHWAY
81 AND 37TH STREET NORTH. ON COUNTY HIGHWAY 81
FROM 44TH AVENUE NORTH TO 48TH AVENUE NORTH.
ON 41ST STREET NORTH FROM 48TH AVENUE NORTH
TO 1100' NORTH. ON 37TH STREET NORTH FROM 46TH
AVENUE NORTH TO 950' NORTH OF 48TH AVENUE
NORTH.**

Nature & Scope

Infrastructure request to facilitate construction of new underground utilities, concrete pavement and incidentals as requested by the Developer.

Purpose

This project is to provide City infrastructure for the development of new commercial properties within and surrounding Dakota Commerce Center North Addition.

Feasibility

The estimated cost of construction is \$9,510,105.45. The cost breakdown is as follows:

Sanitary Sewer			
Construction Cost			\$2,861,626.00
Fees			
Admin	4%		\$114,465.04
Contingency	5%		\$143,081.30
Engineering	10%		\$286,162.60
Interest	4%		\$114,465.04
Legal	3%		\$85,848.78
Total Estimated Cost			\$3,605,648.76
Funding			
Special Assessments	98.03%		\$3,534,760.76
Utility Funds - Wastewater - 521	1.97%		\$70,888.00

Water Main

Construction Cost		\$783,707.00
Fees		

Admin	4%	\$31,348.28
Contingency	5%	\$39,185.35
Engineering	10%	\$78,370.70
Interest	4%	\$31,348.28
Legal	3%	\$23,511.21

Total Estimated Cost		\$987,470.82
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Funding

Special Assessments	100.00%	\$987,470.82
---------------------	---------	--------------

Storm Sewer

Construction Cost		\$1,432,400.00
Fees		

Admin	4%	\$57,296.00
Contingency	5%	\$71,620.00
Engineering	10%	\$143,240.00
Interest	4%	\$57,296.00
Legal	3%	\$42,972.00

Total Estimated Cost		\$1,804,824.00
-----------------------------	--	-----------------------

Funding

Special Assessments	100.00%	\$1,804,824.00
---------------------	---------	----------------

Paving and Incidentals

Construction Cost		\$4,432,372.45
Fees		

Admin	4%	\$177,294.90
Contingency	5%	\$221,618.62
Engineering	10%	\$443,237.25
Interest	4%	\$177,294.90
Legal	3%	\$132,971.17

Total Estimated Cost		\$5,584,789.29
-----------------------------	--	-----------------------

Funding

Special Assessments	100.00%	\$5,584,789.29
---------------------	---------	----------------

Miscellaneous Costs

Outside Engineering		\$121,700.00
---------------------	--	--------------

Total Miscellaneous Costs		\$121,700.00
----------------------------------	--	---------------------

Funding

Special Assessments	100.00%	\$121,700.00
---------------------	---------	--------------

Project Funding Summary


Special Assessments	99.41%	\$12,033,544.87
Utility Funds - Wastewater - 521	0.59%	\$70,888.00

Total Estimated Project Cost		\$12,104,432.87
-------------------------------------	--	------------------------

This project does not have any alternate or optional containers.

We believe this project to be cost effective.




Thomas Knakmuhs, PE
City Engineer



**LOCATION AND COMPRISING
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-23-F**

**ON 48TH AVENUE NORTH BETWEEN COUNTY HIGHWAY
81 AND 37TH STREET NORTH. ON COUNTY HIGHWAY 81
FROM 44TH AVENUE NORTH TO 48TH AVENUE NORTH.
ON 41ST STREET NORTH FROM 48TH AVENUE NORTH
TO 1100' NORTH. ON 37TH STREET NORTH FROM 46TH
AVENUE NORTH TO 950' NORTH OF 48TH AVENUE
NORTH.**

LOCATION:

On 48th Avenue North between County Highway 81 and 37th Street North.

On County Highway 81 from 44th Avenue North to 48th Avenue North.

On 41st Street North from 48th Avenue North to 1100' north.

On 37th Street North from 46th Avenue North to 950' north of 48th Avenue North.

COMPRISING:

Lot 1, Block 1, Inclusive.

Platted in the Leedahls Subdivision.

Unplatted land in the Northeast Quarter of Section 14, T140N, R49W bounded by the northerly section line, westerly quarter line, southerly said half section line, the westerly boundary of Cass County Drain 10, and the easterly section line, less the Leedahls Subdivision and the following: Unplatted 1.73 acres strip of land in the Northeast Quarter of the Northeast Quarter of Section 14, T140N, R49W described as follows: A strip of land 180' wide lying northwesterly of & adjacent to the following described centerline; commencing at the northeast corner of Section 14, than S 2°40'42" E along the east line on the northeast quarter for a distance of 833.52' to the point beginning, then S 71°45'42" W for a distance of 148.08', then southwesterly along a curve to the left (R=500' Delta=54°49'15") for an arc distance of 478.40', then S 16°55'59" W for a distance of 82.26' there terminate, less Cass County Drain 10.

Unplatted 1.73 acres strip of land in the Northeast Quarter of the Northeast Quarter of Section 14, T140N, R49W described as follows: A strip of land 180' wide lying northwesterly of & adjacent to the following described centerline; commencing at the northeast corner of Section 14, than S 2°40'42" E along the east line on the northeast quarter for a distance of 833.52' to the point beginning, then S 71°45'42" W for a distance of 148.08', then southwesterly along a curve to the left (R=500' Delta=54°49'15") for an arc distance of 478.40', then S 16°55'59" W for a distance of 82.26' there terminate, less Cass County Drain 10.

The east 16 acres of Northwest Quarter Section of Section 14, T140N, R49W.

The easterly 97.63 acres less the easterly 16 acres of the Northwest Quarter Section of Section 14, T140N, R49W.

All platted within 2004 North Side Annexation.

Unplatted land in the Northwest Quarter of Section 14, T140N, R49W.

Lots 1 through 7, Block 1, Inclusive.

All within the Dakota Commerce Center North Addition.

Lot 1, Block 1, Inclusive.

Within the North Fargo Industrial Addition.

Lots 1 & 2, Block 1, Inclusive.

Lots 1, 6 through 11, Block 2, Inclusive.

Lots 1 & 2, Block 3, Inclusive.

Lots 7 through 12, Block 4, Inclusive.

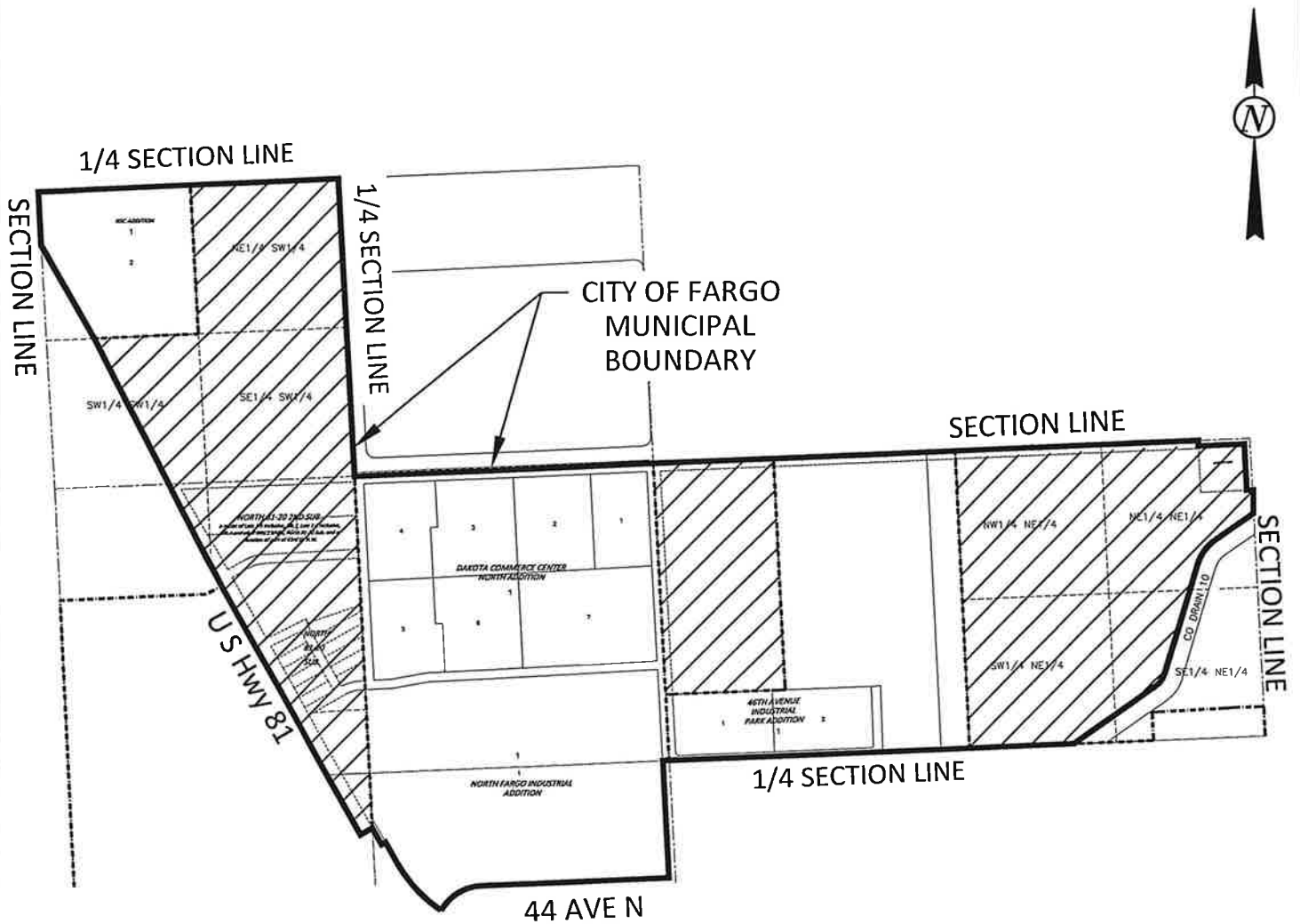
All platted within the North 81-20 Subdivision.

Lot 2, Block 1, Inclusive.

Within the NSC Addition.

Unplatted land in the east half of the Southwest Quarter & the Southwest Quarter of the Southwest Quarter of Section 10, T140N, R49W, less the R/W.

All the foregoing located in the City of Fargo, Cass County, North Dakota, and its Extra-Territorial Area.



CITY OF FARGO ENGINEERING
DEPARTMENT

LOCATION & ASSESSMENT AREA

PAVING AND UTILITY REHAB\RECONSTRUCTION

IMPROVEMENT DISTRICT NO. BN-23-F



FUTURE BENEFITING AREA OUTSIDE CITY LIMITS

(21)

Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: February 29, 2024
Re: Mercantile Ramp Property Damage Release

In December of 2022, the contractor clearing snow from the Mercantile Ramp damaged the cables on the east side of the top level. Interstate Parking, who manages the ramps for the City of Fargo has been working with the contractor's insurance company, Secura, for payment to complete the repairs.

Attached is a Property Damage Release form acknowledging that the City agrees to the negotiated settlement amount. The City Attorney's office has completed a review of the document.

Requested Action:

Approve and sign the Property Damage Release Form.



PROPERTY DAMAGE RELEASE

Claim No. C0145611

FOR THE SOLE AND ONLY CONSIDERATION OF **Eleven Thousand Seven Hundred Ten Dollars and 00/100's (\$11,710.00)** to **The City of Fargo** (hereinafter Claimant(s)), receipt and sufficiency of which is hereby acknowledged, Claimant(s) hereby releases and discharges **Abrahamson Services LLC dba Valley Green & Associates** and SECURA Insurance Company, his/her/their representatives, employees, agents, successors and assigns, and all other persons, firms, or corporations who are or might be liable (hereinafter Released Parties), of and from all claims, demands, actions, damages, or costs, of any kind or character which the Claimant(s) has or might have against Released Parties arising out of or in consequence of damages to property, whether developed or undeveloped resulting on or about **December 18, 2022** at or near **410 5th Street N-Merchentele Parking Ramp Fargo, ND.**

Claimant(s) as further consideration for this compromise and settlement represents, warrants, and agrees:

- A. That the payment of said amount is not to be construed as an admission of liability upon the part of said Released Parties; liability being by them expressly denied.
- B. That there are no persons, firms, corporations, or other third parties who have claims or rights against Released Parties based on subrogation, derivation, assignment, or any other cause of action arising out of or originating from the claims of Claimant(s) referenced above.
- C. That this release contains the entire agreement between Claimant(s) and Released Parties. All agreements and understandings between the parties hereto are embodied and expressed herein and the terms of this release are contractual and not a mere recital.
- D. That this release is a full and final settlement and satisfaction of all claims of whatever kind or character by reason of the above-mentioned damages.

A person who files a claim with intent to defraud or helps commit a fraud against an insurer may be guilty of a crime. Enclosed with this release is an important fraud document that is part of this release.

THE UNDERSIGNED HAVE READ THE FOREGOING COMPLETE RELEASE AND SETTLEMENT AGREEMENT AND FULLY UNDERSTAND IT

Signed and witnessed this day ____ of _____ in the presence of:

Witness sign below:

Steve Spraygue, City Auditor (print)

(sign)

Claimant(s) sign below:

Dr. Timothy J. Mahoney, MD, Mayor City of Fargo (print)

(sign)

Paul Schnotter, Interstate Parking (print)

(sign)

22

City of Fargo, North Dakota
General Fund - Budget to Actual
 Unaudited Monthly Financial Statements - Through January 31, 2024
 Amounts shown in thousands

	YTD Budget	YTD Actual	YTD Variance
REVENUES:			
1 Taxes	\$ 5,066	\$ 5,173	\$ 108
2 Licenses & Permits	459	308	(151)
3 Intergovernmental Revenue	422	19	(403)
4 Charges for Services	628	407	(221)
5 Fines & Traffic Tickets	58	55	(2)
6 Interest	329	473	144
7 Miscellaneous Revenue	87	39	(48)
8 Transfers In	1,085	1,085	-
Total Revenues	\$ 8,134	\$ 7,559	\$ (573)
EXPENDITURES:			
9 General Government	\$ 3,159	\$ 2,931	\$ 227
10 Public Safety	3,198	3,015	183
11 Public Works	1,160	968	193
12 Health & Welfare	1,070	830	240
13 Culture & Recreation	420	427	(7)
14 Economic Development	42	50	(8)
15 General Support	65	24	41
16 Capital Outlay	17	23	(6)
17 Operating Transfers	32	-	32
18 Contingency (Salary Savings)	(114)	4	(118)
Total Expenditures	\$ 9,049	\$ 8,272	\$ 777
Revenue Over (Under) Expenditures	\$ (915)	\$ (713)	\$ 202



(23)

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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: TIM BINFET, DIVISION CHIEF

DATE: FEBRUARY 29, 2024

SUBJECT: FIRE STATION 5 RENOVATION

Attached for your reference is a proposed task order for a master service agreement between the City of Fargo and KLJ for construction documents, bidding assistance, and construction administration to renovate approximately 3,000 square feet of existing space at Fire Station 5 at 930 40th St S in Fargo, ND. Renovations will include demolition of the south half of the existing building (apparatus bays to remain) to address settlement concerns affecting the structural integrity of the existing building.

The task order costs are in three phases, with total services not to exceed \$248,100.

- Phase 1 includes construction documents - \$161,775
- Phase 2 includes bidding - \$14,550
- Phase 3 includes construction administration - \$71,775

Renovations include:

- Removal and replacement of the south half of the building to correct existing settlement issues.
- Replacement is anticipated to be similar footprint as existing space, and will include addressing existing issues of sleeping space, bathroom space, fitness area, decontamination area, heating and cooling, and connection of city fiber to the building.
- Replacement of patio on south side of building.
- Station will remain operational throughout construction.

Total project budget is estimated not to exceed \$2 million, which includes architectural and engineering fees.

RECOMMENDED MOTION:

Approve RFP24010 Task Order No. 1 in the amount of \$248,100 for services of construction documents, bidding, and construction administration in the master service agreement between the City of Fargo and KLJ.



300 23rd Ave E, Suite 100
West Fargo, ND 58078-7820
701 232 5353
KLJENG.COM

February 23, 2024

Tim Binfet
Division Chief
637 NP Avenue
Fargo, ND 58102

Re: Fire Station No. 5 – Fargo, ND

Dear Mr. Binfet:

We would like to thank you for your interest in our engineering services for the above referenced project. We have attached our proposed scope of services and fees in Exhibits A and B respectively.

Upon acceptance of our proposal, we anticipate the city will initiate a task order for this work in conjunction with our MSA with Facilities dated December 15, 2023. We've attached a draft task order for your review and comment. We can begin work once an agreement is in place.

If you have any questions regarding the information provided, please let us know. We look forward to working with you.

Sincerely,

KLJ

A handwritten signature in black ink that reads 'Cassie McNames'. The signature is written in a cursive, flowing style.

Cassie McNames, PE
Senior Project Manager

Enclosure(s): (3) Exhibit A, Exhibit B, Draft Task Order
Project #: 2404-00262
cc: File



Exhibit A
Architectural/Engineering Services
Fire Station No. 5 Renovations
Fargo, ND

Engineer's Services

The city of Fargo has requested KLJ provide construction documents, bidding assistance and construction administration services to renovate approximately 3,000 square feet of existing space at Fire Station No. 5 located at 930 40th Street South in Fargo, North Dakota. Conceptual drawing associated with the renovations are included in Attachment 1. Scope of renovations are anticipated to include:

- Removal and replacement of south half of building (apparatus bay to remain) to correct existing settlement issues.
- Replacement area is anticipated to be similar footprint as existing space. Program is anticipated to include:
 - Three (3) private sleeping rooms
 - Captain's office and sleeping room.
 - Three (3) private toilet rooms. One room shall be accessible.
 - Space for police department substation (approx. 400SF).
 - Workout Room
 - Living Room
 - Dining/Kitchen (including range hood)
 - Laundry
 - Replacement of heating and cooling equipment. New system is anticipated to include finned tubed radiation along exterior walls, new ductwork and diffusers, energy recovery unit.
 - New plumbing piping and fixtures.
 - New lighting, receptacles, and disconnect.
 - Reconnect paging/fire alarm systems.
- Renovations to existing apparatus bay include:
 - Incorporate decontamination room.
- Exterior patio (slab on grade) on south side of building.
- Bring city fiber to the building.
- Site plan showing removal and replacement of surface items, reconnections to water and sewer lines, trash enclosure, and a plant unit plan for landscaping.
- Phasing for construction as station will remain operational throughout construction.

The total project budget is estimated to be no more than \$2.5 million, which includes architectural & engineering fees. The services anticipated to assist in this task are as follows.

I. Fire Station No. 5 Renovations

A. Construction Documents

1. KLJ will complete a topographic survey for the site which will include:
 - a. Control Survey - establish control points and two benchmarks with GPS (level elevations tied to Fargo BM sheets)
 - Horizontal Datum – City of Fargo Ground Control System, December 1992
 - Vertical Datum – NAVD88 (Geoid09)
 - Units – US Survey Feet



- b. Topographic & Boundary Survey - building corners, curb & gutter, asphalt elevations, manholes with inverts, overhead powerlines, other significant structures on the site. North Dakota One-Call locate to be called for utilities to mark underground facilities. Our survey crew will collect marked utilities as located by responding utility owners. Search for existing property monuments and set missing monuments.
 - c. Basemap Drawing (CAD Topographic and Data Processing) - Provide in AutoCAD
 2. Assemble and prepare detailed preliminary floor plans options and opinions of cost for review with Fire Department. It is anticipated no more than three (3) architectural floor plan options will be developed for consideration. It is anticipated a preferred option will be selected by Fire Department to move forward with the 50% progress submittal.
 3. Prepare 50% progress submittal, including plans, specifications, and opinions of cost, to review with Fire Department.
 4. Prepare 95% progress submittal, including plans, specifications, and opinions of cost, to review with Fire Department.
 5. Coordinate front end specifications and construction contracts with Fire Department and City Attorney. It is assumed the project will be bid with multiple prime contracts.
 6. Prepare final plans and specifications stamped and signed by design professionals licensed in the State of North Dakota. Deliver one electronic set of documents and one original signed set of documents to City of Fargo.
 7. Submit final plans to City Building Inspection department for plan review. Permits shall be responsibility of contractor.
- B. Bidding Assistance
 1. Prepare advertisement for bids to be coordinated with City of Fargo.
 2. Assemble bid documents and upload them to the appropriate plan rooms and builder's exchanges.
 3. Issue addendums and field questions regarding changes or additional information to supplement project drawings and specifications.
 4. Attend pre-bid meeting to be held at Fire Station No. 5.
 5. Attend the bid opening.
 6. Compile a list of all bidders for City and recommend those to be awarded contracts.
 7. Issue Notice of Award to the bidder selected by City.
- C. Construction Administration:
 1. Assist City with setting up contract documents for construction.
 2. Issue Notice to Proceed with construction to successful bidder awarded the contract.
 3. Answer questions and issue RFI's as necessary to clarify drawings or specifications.
 4. Shop drawing review.
 5. Review of pay requests.
 6. Attendance & administration of weekly construction meetings. Construction is estimated to extend no more than 11-months. A site visit to review construction progress will be held concurrent with the construction meetings.
 7. Preparation of change orders and review of proposal requests.
 8. Preparation of a punch list prior to substantial completion.



9. Final walkthrough.

- II. Team responsibilities:
 - A. KLJ – Project Management, survey, structural engineering, civil engineering, bidding assistance, and construction administration.
 - B. EAPC Engineers Architects – Architecture/Interiors, mechanical, electrical, fire protection, bidding assistance and construction administration.

- III. Anticipated Project Schedule
 - Contract Execution/Notice to Proceed (NTP)..... March 1, 2024
 - Construction Documents (CDs) March – May 2024
 - Bidding Assistance June 2024
 - Construction Administration August 2024 – July 2025

- IV. Services Not Included

These services can be provided upon request and will be negotiated at the time services are rendered and will be address in an amendment to the contract.

 - A. Design/coordination for new electrical transformer. It is assumed the existing transformer will be able to be salvaged.
 - B. Design of new Water and sanitary sewer services
 - C. Stormwater management and water quality design. Assumed existing regional detention has capacity.
 - D. Permitting.
 - E. Re-bidding a bid package or preparation of multiple bid packages.
 - F. Preparation of as-built drawings.
 - G. Parcel Platting.
 - H. Construction survey/staking.
 - I. Additional services, tasks, and meetings not described in tasks outlined above.



Attachment 1

Concept Drawing

Concept drawing prepared by EAPC.



EXHIBIT B

**Architectural/Engineering Services
Fire Station No. 5 Renovations
Fargo, North Dakota**

Payment for Services

I. Compensation – Standard Hourly Rates Method of Payment

1. The total compensation for services is estimated to be \$248,100 based on the following estimated distribution of compensation:
 - a. Construction Documents \$161,775
 - b. Bidding \$14,550
 - c. Construction Administration \$71,775

The amounts above include compensation for engineer/architect's services. Appropriate amounts have been incorporated to account for labor, overhead, profit, and reimbursable expenses. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Owner. Engineer's Standard Hourly Rates are as agreed upon in Agreement between KLJ Engineering, LLC and the City of Fargo dated December 15, 2023.

Task Order for Master Service Agreement between City of Fargo and KLJ, dated December 15, 2023 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Project Title: Fire Station No. 5 Renovations
- B. Description: KLJ shall provide construction documents, bidding assistance and construction administration to renovate approximately 3,000 square feet of existing space at Fire Station No. 5 located at 930 40th Street South in Fargo, North Dakota. Renovations will include demolition of south half of existing building (apparatus bays to remain) to address settlement concerns. Detailed scope of renovations and services are provided in KLJ's proposal included in Attachment A.

2. Services of Engineer

Services to be completed by the Engineer are as specified in the proposal submitted by KLJ dated February 23, 2024. Proposal is attachment A of this Task Order.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Master Services Agreement dated December 15, 2023.

4. Times for Rendering Services

Phase	Completion Date
Phase 1: Construction Documents	June 2024
Phase 2: Bidding Assistance	July 2024
Phase 3: Construction Administration	July 2025

5. Payments to Engineer

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

Phase	Compensation Method	Estimate of Compensation for Services
Phase 1:	Hourly Not to Exceed	\$161,775
Phase 2:	Hourly Not to Exceed	\$14,550
Phase 3:	Hourly Not to Exceed	\$71,775
		Total Services = \$248,100

Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

- B. The terms of payment are stated in the Master Services Agreement.

6. Attachments

Attachment A – Proposal submitted by KLJ dated February 23, 2024.

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 February 23, 2024.

Owner:

Engineer:

By: _____

By: _____

Name: Tim Mahoney

Name: Luke LaLiberty

Title: Mayor

Title: Associated VP Municipal

Designated Representative for Task Order:

Designated Representative for Task Order:

Name: Tim Binfet

Name: Cassie McNames


Title: Division Chief

Title: Client Services Manager



24

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS 

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: FEBRUARY 28, 2024

**RE: ADDENDUM TO PURCHASE OF SERVICE AGREEMENT WITH
NORTHERN CASS PUBLIC SCHOOL DISTRICT.
FUNDS: RATE CHANGE FROM \$49.35 AN HOUR TO \$39.82 AN
HOUR
EXPIRES: 06/30/2024**

The attached addendum is based on a contract that was entered into on 05/01/2023 based on an estimate of the cost for the salary and benefits of the staff member that was to be hired for the position.

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

Suggested Motion:

Move to approve this addendum to purchase of service agreement with Northern Cass Public School District.

DF/ls
Attachment



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

**ADDENDUM TO PURCHASE OF SERVICE AGREEMENT WITH
NORTHERN CASS PUBLIC SCHOOL DISTRICT**

PUBLIC HEALTH NURSING

TERM: 07/01/2023 TO 06/30/2024 · Page 1 of 3

**ADDENDUM TO PROVISION OF NURSING SERVICES FOR THE
NORTHERN CASS PUBLIC SCHOOL DISTRICT**

This document is in reference to a contract agreement for the school year 2023-2024 between Northern Cass Public School District and Fargo Cass Public Health executed 05/01/2023.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes that are outlined below. Please note that the original contract was based on estimates as the position was vacant at the time of signing. The original contract was based on a salary and benefit package resulting in a charge of \$49.35 per hour but when staff were hired the charge for the position the charge changed to \$39.82. Addendum changes are in effect as of August 1, 2023.

I. COMPENSATION

3. Northern Cass Public School District has requested an increase in school nursing hours over the original 30 hour per week agreement plus an extra sixty hours to use over the school year. Therefore, Northern Cass Public School District agrees to pay 100 percent (salary plus benefits) of the school nursing hours in excess of 30 hours per week and the extra sixty hours, including any overtime accrued in lieu of this request. The school nurse rate for those hours over the originally contracted amount of 30 hours with salary and benefits will be billed at \$39.82.

ATTACHMENT B

2023-2024
SCHOOL HEALTH SERVICES BUDGET

NORTHERN CASS PUBLIC SCHOOL DISTRICT PROPOSED FUNDING FOR SCHOOL HEALTH SERVICES	AMOUNT
30 RN HOURS/WEEK X 35 WEEKS AT \$47.32/HOUR	\$49,686.00
40 RN HOURS/YEAR FOR EXTRA ACTIVITES AT \$47.32/HR	\$1,892.80
36 HOURS OF ADMINISTRATIVE NURSING SUPPORT AT \$53.84/HOUR	\$1,938.24
TOTAL	\$53,517.04
10 RN HOURS/WEEK X 35 WEEKS AT \$39.82 AT 100%	\$13,937.00
60 ADDITIONAL RN HOURS AT \$39.82 at 100%	<u>\$2,389.20</u>
	<u>\$16,326.20</u>
GRAND TOTAL	<u>\$ 69,843.24</u>
DISTRICT PORTION AT 65% OF \$53,517.04	\$34,786.08
DISTRICT PORTION AT 100% OF <u>\$16,326.20</u>	<u>\$16,326.20</u>
PROVIDER PORTION AT 35% OF \$53,517.04	\$18,730.96
TOTAL FOR DISTRICT OF AMOUNT AT 65%	\$34,786.08
TOTAL FOR DISTRICT OF AMOUNT AT 100%	<u>\$16,326.20</u>
GRAND TOTAL FOR DISTRICT (ADDED PORTION AT 100%)	\$51,112.28

PURCHASE OF SERVICE AGREEMENT WITH NORTHERN CASS PUBLIC SCHOOL DISTRICT

PUBLIC HEALTH NURSING

TERM: 07/01/2023 TO 06/30/2024 Page 1 to 3

REIMBURSEMENT: See Attachment B (Budget)

PROVIDER- FARGO CASS PUBLIC HEALTH DISTRICT

NORTHERN CASS PUBLIC SCHOOL

Timothy J. Mahoney, Mayor, City of Fargo

Corey Steiner, Superintendent

Date _____

Date _____

Desi Fleming
Desi Fleming, Director of Public Health

02/28/2024


Date _____



25

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: FEBRUARY 28, 2024

**RE: LETTER OF AGREEMENT WITH AE2S FOR MARKETING AND
COMMUNICATIONS ASSISTANCE TO PROMOTE CLINIC AND
TELEHEALTH SERVICES.
FUNDS: \$55,045.37
EXPIRES: 05/31/2024**

The attached agreement with AE2S is for communications and marketing assistance to promote the clinic and telehealth services through ad placement, graphic design, videography, and content creation.

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

Suggested Motion:

Move to approve this letter of agreement with AE2S.

DF/lls
Attachment



February 23, 2024

Larry Anenson
Fargo Cass Public Health
1240 25th Street South
Fargo, North Dakota 58103-2367

RE: FCPH Clinic Campaign 2024

Dear Larry,

Thank you for the opportunity for AE2S Communications to provide communications and marketing assistance to Fargo Cass Public Health to promote clinic and telehealth services through ad placement, graphic design, videography, and content creation.

Scope of Services

Advanced Engineering and Environmental Services, LLC d/b/a AE2S Communications (AE2S) proposes to work with Fargo Cass Public Health (CLIENT) to provide Communications services between March 6, 2024, and May 31, 2024. This agreement sets forth the terms and conditions under which the CLIENT and AE2S shall be governed regarding the Assignment.

Scope:

- Ad Placement.
- Graphic Design.
- Videography.
- Content Creation.

Deliverables:

- City Bus Wrap Design.
- Digital Ads.
- Billboard Ads.
- Video Promoting Telehealth.

Fees

- AE2S will provide services on an hourly basis in accordance with the Hourly Fee Schedule attached as Exhibit B, up to a limit of \$7,000.00 for labor and \$48,045.37 for advertising expenses. The total fee is not to exceed \$55,045.37 without written permission from Fargo Cass Public Health.

CLIENT'S Responsibilities

CLIENT shall do the following in a timely manner, so as not to delay the services of AE2S:

Designate a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define CLIENT's policies and decisions with respect to services for the Assignment.

1. Provide relevant information and content regarding requirements for the Assignment. AE2S shall be entitled to use and rely upon all information provided by CLIENT or others in performing AE2S's services under this Agreement.
2. CLIENT shall, so long as AE2S is not in default, promptly pay AE2S for such professional services as have been performed satisfactorily hereunder in accordance with the fee schedule set forth herein.

CLIENT shall bear all costs incident to compliance with its responsibilities pursuant to this section.

Standard Terms and Conditions

Standard terms and conditions of this Agreement between CLIENT and AE2S are specified in Exhibit A.

Performance Schedule

Services and deliverables will be completed in a reasonable time in coordination with the CLIENT.

Contract Documents

The Contract Documents consist of the following:

1. This letter agreement;
2. The attached Terms and Conditions;
3. All other attached Exhibits; and
4. Any duly executed amendments.

There are no Contract Documents other than those listed above.

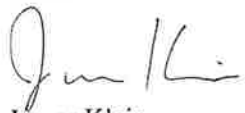
If this Agreement sets forth your understanding of our agreement, including the scope of work desired, fees, terms, and conditions, please sign both this original and the enclosed copy in the space provided. Please retain the original for your files and return the copy to AE2S. Thank you for the opportunity to assist in this project and we look forward to working with you.

Sincerely,

A handwritten signature in dark ink, appearing to read "Heather Syverson", written in a cursive style.

Heather Syverson
Project Manager
AE2S Communications

AE2S



Jasper Klein
Operations Manager

Fargo Cass Public Health



Desi Fleming, Director of Public Health

Date: 02/28/2024

City of Fargo

Timothy J. Mahoney, Mayor, City of Fargo

Date: _____



This is EXHIBIT A, consisting of 1 page, referred to in and part of the Agreement between CLIENT and AE2S dated February 23, 2024.

Standard Terms and Conditions

The Agreement is supplemented to include the following:

1. **TERM.** This Agreement shall commence on the Effective Date.

2. **SCOPE OF SERVICES**

2.1.1 CONSULTANT will devote the required amount of time necessary to perform the Services for CLIENT as stated herein. CONSULTANT will have discretion in selecting the dates and times it performs the Services giving due regard to the requirements of the project and schedule of CLIENT.

2.1.2 CLIENT will provide CONSULTANT with materials and information necessary to perform the scope of services proposed.

2.1.3 The relationship between CLIENT and CONSULTANT created by this Agreement is that of independent contractor, and CONSULTANT is not and shall not be deemed to be an employee of CLIENT for any purpose.

3. **INVOICES AND PAYMENTS.** CONSULTANT will invoice CLIENT for time and reimbursable expenses monthly. Payments to CONSULTANT will be made within 30 days of CLIENT's receipt of an invoice documenting the services performed by CONSULTANT. If CLIENT fails to make any payment due AE2S for services and expenses within 30 days, the amounts due AE2S will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, AE2S may, after giving seven days written notice to CLIENT, suspend services under this Agreement until AE2S has been paid in full all amounts due for services, expenses, and other related charges.

4. **TERMINATION**

4.1 If, for any reason, either party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the first party shall thereupon have the right to terminate the Agreement by giving written notice to the other party of such termination and specifying the effective date thereof. This Agreement may be terminated by either party ("the Terminating Party") upon a breach by the other party ("the Breaching Party") of any representation or obligation imposed hereby, provided that Terminating Party has given written notice of the breach to the Breaching Party and such breach has not been cured within ten (10) days of the date of such notice.

4.2 Either party may terminate this Agreement at any time without cause by giving at least 30 days' notice in writing to the other party.

4.3 If the Agreement is terminated as provided herein, CONSULTANT will be paid for the time provided and expense incurred up to the termination date.

5. **STANDARD OF CARE.** CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

6. **EXCLUSION OR SPECIAL INCIDENTAL, INDIRECT, AND CONSEQUENTIAL DAMAGES.** To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, AE2S and AE2S's officers, directors, partners, employees, agents, and Consultants, or any of them, shall not be liable to CLIENT or anyone claiming by, through, or under CLIENT for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to this Agreement, from any cause or causes, including but not limited to any

such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranties, express or implied, of AE2S or AE2S's officers, directors, partners, employees, agents, or AE2S's Consultants, or any of them.

7. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of AE2S and AE2S's officers, directors, partners, employees, agents, and AE2S's Consultants, and any of them, to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of AE2S or AE2S's officers, directors, partners, employees, agents, or AE2S's Consultants, or any of them, shall not exceed total compensation received by AE2S as part of this Agreement.

8. **CONFIDENTIALITY.** All of reports, information, and data, prepared or assembled by CONSULTANT under this Agreement are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of CLIENT.

9. **COPYRIGHT.** No printed or digitally designed documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of CONSULTANT.

10. **COMPLETE AGREEMENT.** This Agreement with its exhibit, attached, constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

11. **MODIFICATION.** No modification, termination, or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.

12. **BINDING EFFECT.** This Agreement shall be binding on, and shall inure to the benefit of the parties and their respective successors in interest.

13. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of North Dakota.

14. **EXECUTED IN COUNTERPARTS.** This Agreement may be executed in counterparts, each of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement shall constitute effective delivery of this Agreement. Each party agrees that the delivery of the Agreement by facsimile or electronic mail shall have the same force and effect as delivery of original signature and that each party may use such facsimile or electronic mail signatures as evidence of the execution and delivery of the Agreement by the parties to the same extent that an original signature could be used.



This is EXHIBIT B, consisting of 2 pages, referred to in and part of the Agreement between CLIENT and AE2S dated February 23, 2024.

Hourly Fee and Expense Schedule

Reimbursable Expenses and Standard Hourly rates in effect on the date of the Agreement are set forth below. Rates are subject to annual adjustment effective January 1.

Labor Rates*

Administrative 1	\$67.00	I&C 2	\$182.00
Administrative 2	\$82.00	I&C 3	\$205.00
Administrative 3	\$99.00	I&C 4	\$218.00
		I&C 5	\$228.00
Communications Specialist 1	\$109.00	IT 1	\$135.00
Communications Specialist 2	\$127.00	IT 2	\$182.00
Communications Specialist 3	\$146.00	IT 3	\$223.00
Communications Specialist 4	\$176.00		
Communications Specialist 5	\$194.00	Land Surveyor Assistant	\$99.00
Construction Services 1	\$130.00	Land Surveyor 1	\$119.00
Construction Services 2	\$159.00	Land Surveyor 2	\$144.00
Construction Services 3	\$176.00	Land Surveyor 3	\$163.00
Construction Services 4	\$195.00	Land Surveyor 4	\$179.00
Construction Services 5	\$216.00	Land Surveyor 5	\$197.00
Engineering Assistant 1	\$88.00	Operations Specialist 1	\$104.00
Engineering Assistant 2	\$103.00	Operations Specialist 2	\$130.00
Engineering Assistant 3	\$130.00	Operations Specialist 3	\$161.00
Engineer 1	\$140.00	Operations Specialist 4	\$184.00
Engineer 2	\$168.00	Operations Specialist 5	\$206.00
Engineer 3	\$197.00	Project Coordinator 1	\$120.00
Engineer 4	\$228.00	Project Coordinator 2	\$135.00
Engineer 5	\$244.00	Project Coordinator 3	\$150.00
Engineering Technician 1	\$87.00	Project Coordinator 4	\$166.00
Engineering Technician 2	\$109.00	Project Coordinator 5	\$187.00
Engineering Technician 3	\$131.00	Project Manager 1	\$213.00
Engineering Technician 4	\$146.00	Project Manager 2	\$233.00
Engineering Technician 5	\$167.00	Project Manager 3	\$249.00
Financial Analyst 1	\$116.00	Project Manager 4	\$264.00
Financial Analyst 2	\$132.00	Project Manager 5	\$282.00
Financial Analyst 3	\$159.00	Project Manager 6	\$295.00
Financial Analyst 4	\$173.00	Sr. Designer 1	\$185.00
Financial Analyst 5	\$193.00	Sr. Designer 2	\$205.00
GIS Specialist 1	\$109.00	Sr. Designer 3	\$220.00
GIS Specialist 2	\$132.00	Sr. Financial Analyst 1	\$218.00
GIS Specialist 3	\$156.00	Sr. Financial Analyst 2	\$239.00
GIS Specialist 4	\$174.00	Sr. Financial Analyst 3	\$259.00
GIS Specialist 5	\$194.00	Technical Expert 1	\$335.00
I&C Assistant 1	\$104.00	Technical Expert 2	Negotiable
I&C Assistant 2	\$129.00		
I&C 1	\$154.00		



Reimbursable Expense Rates

Transportation	\$0.75/mile
Survey Vehicle	\$0.95/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS – Survey	\$50.00/day
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$25.00/hour
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$280.00/hour
Outside Services	cost *1.15
Geotechnical Services	cost *1.30
Out of Pocket Expenses	cost*1.15
Rental Car	cost*1.20
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.


These rates are subject to adjustment each year on January 1.



26

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: FEBRUARY 28, 2024

**RE: NOTICE OF GRANT AWARD FROM THE ND DEPARTMENT OF
HEALTH AND HUMAN SERVICES FOR TITLE X FAMILY
PLANNING PROGRAM.**
NO: G23.696 CFDA: 93.217
FUNDS: \$210,019
EXPIRES: 03/31/2025

The attached notice of grant award is for the continuation of Fargo Cass Public Health's Title X Family Planning Program.

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

Suggested Motion:

Move to approve this grant award from the 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 G23.696	CFDA Name Family Planning Services	CFDA Number 93.217	
FAIN Number FHPA006519	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 4/1/2024	Grant End Date 3/31/2025
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 Title X Family Planning Program	North Dakota Department of Health and Human Services (NDDHHS) Project Code: 4551 HLH 5115 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 701-241-1362	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	\$210,019	\$0	\$210,019
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$210,019	\$0	\$210,019
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 provide voluntary family planning which consists of educational, comprehensive medical and social services necessary to aid individuals to determine freely the number and spacing of their children. 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 FY2024-2025 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 Procedure manual and Subrecipient Reporting Schedule. Failure to submit the required reports and attend subrecipient director meetings will result in 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, 2024, must be received by July 15, 2024. Expenditure report for the period ending March 31, 2025, must be received by April 15, 2025.

Special Conditions

Not Applicable.

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 2/28/2024	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 Cora Rabenberg, Assistant 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 Sara Stolt, Deputy 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.



27

Information Services

Fargo City Hall
225 4th Street North
Fargo, ND 58102-4817
www.FargoND.gov

February 27, 2024

Honorable Board of
City Commissioners
City of Fargo
200 N 3rd St. S
Fargo, ND 58102

Dear Commissioners;

The current server-storage environment that we are using for the Red River Regional Dispatch Center (RRRDC) is reaching its End-of-Life. As such, we are replacing the server-storage environment with the same system that we have been using for the City of Fargo.

This will be the HPE dHCI server and storage solution.

We are purchasing this directly from HPE using NASPO ValuePoint (022-HPE-ND). The assigned PBC number is PBC24133.

This purchase will cost \$345,800 with a 5-year support term. This purchase is completely covered under the RRRDDC budget.

Suggested Motion:

Move to approve the purchase of the HPE dHCI server and storage solution.

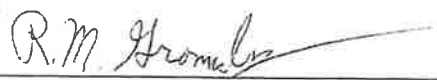
Thank you,



Ron Gronneberg
CIO



PIGGYBACK PURCHASE REQUEST FORM (PBC)

Requested by:	Matt Anderson	Department:	IS Dept
Date of Request:	2/22/24	Phone Number:	(701) 476-4049
E-mail:	manderson@FargoND.gov		
Dept Head Signature:		Estimated Amount of Purchase:	\$345,800

Piggyback Purchase from a State or Cooperative Contract Requirement:

A contract less than \$100,000 may be awarded without competition when the purchasing manager determines in writing, that a State or Cooperative purchasing contract exists and allows municipalities to purchase from a list of approved vendors for the required supply, service, or material. Any purchase contract award greater than \$100,000 must also be approved by the Board of City Commissioners prior to a vendor award using this method. No quotes required.

Product or Service description:

HPE dHCI server and storage solution for Red River Regional Dispatch Center (RRRDC). The current HPE Synergy environment has reached the end of its 5 year life cycle and will be replaced with the HPE dHCI solution.

Provide source of existing State contract and Contract number:

022-HPE-ND NASPO ValuePoint

Is a Vendor contract required? Yes ☐ No ☒

Vendor Name: HPE

Address:

City:

State:

Zip Code:

Contact Person: Mark Montgomery

Title: SLED Storage Specialist MN, ND, SD, WI

Telephone: (952) 500-1153

Email: mark.montgomery@hpe.com

Purchasing Manager Approval:



Piggyback (PBC) Number:

PBC24133

Quote summary

Quote ID: NQ06740559-01

In reply to your request:	20241201 RRRDC - 2 x dHCI with 2 Hosts a	Expires On:	April 30, 2024
Date:	February 19, 2024	RFQ #:	
Terms:	NT30 AFTER INVOICE DATE	HPE Sales Contact:	US Account Demo
Quote Segment:	SLED	Phone:	+1 6082462714
Contract ID:	022-HPE-ND	Fax:	
Estimated Delivery Time:		Email:	pdsvendorrelations@pdsit.net

Estimated Delivery Time is purely an estimate. It can materially change based on when the order is placed and the ongoing evolving material supply situation.

Customer details

Sold To Address:	Red River Regional Dispatch 300 NP AVE N STE 206 FARGO, North Dakota, 58102-4871 US	Ship To Address:	City of Fargo - Information Services 225 4th Street N Fargo, North Dakota, 58102-4817 US
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Solution Overview

Solution	Net Price
Hardware	199,227.42
Software	55,320.72
Support	52,819.46
Installation	17,967.08
Services, Training, & Other	0.00
Sub-total	USD 325,334.68
Shipping and Handling Estimated	USD 0.00
Total weight	696.542 Kg
Grand Total:	USD 325,334.68

Submit Purchase Order To:

Email PO to: US-SLED-ORDERS@hpe.com

HPE Contact

Phone:

Fax Number:

Email:

Address:

Following are required with PO submissions to HPE:

- Hewlett Packard Enterprise listed as the Vendor
 - Bill-to & ship-to addresses, End User name and address
 - PO # with valid HPE quote # (incl. Contract ID where applicable)
 - HPE Purchase Agreement # (if applicable)
 - Contact name, phone # and email address
 - Requested Delivery Date
 - Tax Status (tax exemption requires a valid certificate)
 - This quote contains electronic software and/or proactive support.
- This requires system manager name, email and phone

Quote details

The following structured solution is offered for sale with a defined configuration menu and solution adjustment. Changing the configuration may affect the offer.

Due to the level of special pricing provided in this quote, eligibility for flat support pricing at renewal is void.

No.	Qty	Product	Description	Ext Net Price	Estimated Delivery Time
CNFG	1	5136382312-03	20241201 RRRDC - 2 x dHCI with 2 Hosts and Alletra 5000 - 5y24x7	325,334.68	0 days
0100	2	R9Q10A	HPE NS dHCI w/ Alletra 5000 BC Trk	0.50	
0200	4	P52534-B21	HPE DL380 Gen11 8SFF NC CTO Svr	6,161.28	
	4	P52534-B21#ABA	HPE DL380 Gen11 8SFF NC CTO Svr	0.00	
0201	8	P49620-B21	INT Xeon-G 6416H CPU for HPE	12,640.72	
	8	P49620-B21#0D1	Factory Integrated	0.00	
0202	48	P43331-B21	HPE 64GB 2Rx4 PC5-4800B-R Smart Kit	27,944.64	
	48	P43331-B21#0D1	Factory Integrated	0.00	
0203	4	P48813-B21	HPE DL380 Gen11 2U 8SFF x1 TM Kit	723.32	
	4	P48813-B21#0D1	Factory integrated	0.00	
0204	8	P10115-B21	BCM 57414 10/25GbE 2p SFP28 OCP3 Adptr	1,701.04	
	8	P10115-B21#0D1	Factory Integrated	0.00	
0205	8	P38995-B21	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	753.92	
	8	P38995-B21#0D1	Factory Integrated	0.00	
0206	4	BD505A	HPE iLO Adv 1-svr Lic 3yr Support	831.32	
	4	BD505A#0D1	Factory Integrated	0.00	
0207	4	P51911-B21	HPE DL360 Gen11 CPU1/OCP2 x8 Enable Kit	73.96	
	4	P51911-B21#0D1	Factory integrated	0.00	

No.	Qty	Product	Description	Ext Net Price	Estimated Delivery Time
0208	4	P48820-B21	HPE DL380/DL560 G11 2U High Perf Fan Kit	910.60	
	4	P48820-B21#0D1	Factory integrated	0.00	
0209	4	P50400-B21	HPE DL3XX Gen11 2U Com Bezel Kit	84.28	
	4	P50400-B21#0D1	Factory Integrated	0.00	
0210	4	P22020-B21	HPE DL38X Gen10+ 2U CMA for Rail Kit	111.48	
	4	P22020-B21#0D1	Factory Integrated	0.00	
0211	4	P35876-B21	HPE CE Mark Removal FIO Enable Kit	1.36	
0212	4	P48183-B21	HPE NS204i-u Gen11 Ht Plg Boot Opt Dev	1,760.52	
	4	P48183-B21#0D1	Factory integrated	0.00	
0213	8	P48818-B21	HPE DL380/DL560 G11 High Perf 2U HS Kit	438.40	
	8	P48818-B21#0D1	Factory integrated	0.00	
0214	4	P52152-B21	HPE DL380 G11 NS204i-u Internal Cbl Kit	142.12	
	4	P52152-B21#0D1	Factory integrated	0.00	
0215	4	P52341-B21	HPE DL3XX Gen11 Easy Install Rail 3 Kit	186.32	
	4	P52341-B21#0D1	Factory integrated	0.00	
0216	4	S1T84A	HPE AL dHCI PL G11 w/ESXi 7.0 FIO SW	1.00	
0300	4	R7A12AAE	HPE GreenLake COM En 5y Up ProLiant aaS	2,014.68	
0400	4	S1U95AAE	HPE GL Private Cloud Business 5y Upfront	19,196.80	
0500	4	Q9E63A	HPE SN2010M 18SFP28 4QSFP28 P2C Swch	18,263.36	
0600	8	453154-B21	HPE BLC VC 1G SFP RJ45 Transceiver	531.52	
0700	8	455883-B21	HPE BLc 10G SFP+ SR Transceiver	1,374.64	
0800	4	JL486A	Aruba 25G SFP28 LC LR 10km SMF XCVR	9,358.20	

No.	Qty	Product	Description	Ext Net Price	Estimated Delivery Time
0900	4	R8M59A	HPE 100Gb QSFP28/QSFP28 0.5m DAC	283.24	
1000	2	Q2F25A	HPE SN2100M Rack Installation Kit	439.70	
1100	24	844477-B21	HPE 25Gb SFP28 to SFP28 3m DAC	1,424.88	
1200	1	HU4A6A5	HPE 5Y Tech Care Essential SVC	0.00	
	4	HU4A6A5#R2M	HPE iLO Advanced Non Blade Support	132.16	
	4	HU4A6A5#W0P	HPE SN2010M 25GbE Switch Support	8,830.52	
	4	HU4A6A500DK	HPE DL380 Gen11 Support	20,884.28	
1300	1	HA124A1	HPE Technical Installation Startup SVC	0.00	
	2	HA124A1#5WX	HPE Nimble Storage dHCI Base Deploy SVC	17,679.08	
1400	2	HB983A1	HPE Installation Comm Svrs Hourly SVC	288.00	
1500	2	R7L32A	HPE NS dHCI w/ Alletra 5030 CTO Array	26,035.14	
1501	2	R3Q00A	HPE NS 2x25GbE 2p SFP28 FIO Adptr Kit	2,743.26	
1502	2	R4U48A	HPE Alletra 5000 5.76TB FIO Cache Bdl	19,383.96	
1503	2	R4U49A	HPE Alletra 5000 11.52TB FIO Cache Bdl	31,241.32	
1504	4	Q8J27A	HPE NS C13 to C14 FIO Power Cord	0.64	
1505	2	R4U44A	HPE Alletra 5000 126TB SAS FIO HDD Bdl	34,512.46	
1506	2	R9X15A	HPE Alletra Tier 1 Storage Array Std Trk	0.32	
1507	2	S2V19A	HPE AL STG 5000 2x 1200W Plat FIO PS Kit	0.32	
1508	2	R8E98A	HPE NS dHCI NOS PG for ESXi 7.0 FIO SW	0.32	
1600	2	S0L81AAE	HPE Alletra 5030 SW/Sup 5yr SaaS	33,276.60	
1700	1	HU4A6A5	HPE 5Y Tech Care Essential SVC	0.00	
	2	HU4A6A5#ZDW	HPE NS 2x25GbE 2p SFP28 FIO Adp Kit Supp	2,156.00	

No.	Qty	Product	Description	Ext Net Price	Estimated Delivery Time
	2	HU4A6A5007E	HPE Alletra 5030 CTO Base Array Supp	3,315.00	
	2	HU4A6A5007P	HPE Alletra 5000 126TB SAS HDD Bdl Supp	7,027.00	
	2	HU4A6A5007U	HPE Alletra 5000 5.76TB FIO CachBdl Supp	4,010.50	
	2	HU4A6A5007V	HPE Alletra 5000 11.52TB FIOCachBdl Supp	6,464.00	
Sub-Total:				USD 325,334.68	
Shipping and Handling		Estimated	Total weight	696.542 Kg	USD 0.00
Grand Total:				USD 325,334.68	

Terms & Conditions

Quote contains special discounts. Unless the customer has another valid agreement with Hewlett Packard Enterprise, this quotation is governed by Hewlett Packard Enterprise Customer Terms - Portfolio. A copy of these terms can be found on-line at <https://www.hpe.com/us/en/about/end-user-agreement-terms.html>

For inquiries regarding this quote please contact your HPE sales rep

*If quoted herein, Remarketed Products are fully remanufactured and carry new product warranty. Purchase is subject to inventory availability at receipt of order. Inventory may not be reserved. Hewlett Packard Enterprise reserves the right to substitute new components if appropriate, or to cancel orders by notifying the customer if necessary components are unavailable.

*If quoted herein, Hewlett Packard Enterprise Promotions must be ordered as quoted, no substitutions will be allowed. POs must be received on or prior to the expiration date of the quote or special promotion whichever comes first.

*If quoted herein, Hewlett Packard Enterprise Consignment/Demo equipment is currently at the location listed on this quote. Issuing a PO against this formal quotation will imply acceptance and delivery of the Consignment/Demo inventory. The standard warranty applicable to new equipment will apply. Some demo equipment may contain products that are remanufactured to be functionally equivalent to new. If this quote contains Non-HPE branded products, Non-HPE branded products receive warranty coverage as provided by the relevant third party supplier.

The terms and conditions of the NASPO ValuePoint Agreement as set forth in your Contract ID as referenced in your quote from HPE applies to any order placed as a result of this inquiry. No other terms and conditions shall apply. Please reference this contract when placing an order.

Quote summary		Quote ID:	NQ06740567-01
In reply to your request:	20241201 RRRDC - DL380 Gen11 Training Ho	Expires On:	April 30, 2024
Date:	February 19, 2024	RFQ #:	
Terms:	NT30 AFTER INVOICE DATE	HPE Sales Contact:	US Account Demo
Quote Segment:	SLED	Phone:	+1 6082462714
Contract ID:	022-HPE-ND	Fax:	
Estimated Delivery Time:		Email:	pdsvendorrelations@pdsit.net

Estimated Delivery Time is purely an estimate. It can materially change based on when the order is placed and the ongoing evolving material supply situation.

Customer details

Sold To Address:	Red River Regional Dispatch 300 NP AVE N STE 206 FARGO, North Dakota, 58102-4871 US	Ship To Address:	City of Fargo - Information Services 225 4th Street N Fargo, North Dakota, 58102-4817 US
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Solution Overview

Solution	Net Price
Hardware	15,383.16
Software	637.60
Support	4,444.37
Installation	0.00
Services, Training, & Other	0.00
Sub-total	USD 20,465.13
Shipping and Handling Estimated	USD 0.00
Total weight	62,552 Kg
Grand Total:	USD 20,465.13

Submit Purchase Order To:

Email PO to:	US-SLED-ORDERS@hpe.com
HPE Contact	
Phone:	
Fax Number:	
Email:	
Address:	

- Following are required with PO submissions to HPE:
- Hewlett Packard Enterprise listed as the Vendor
 - Bill-to & ship-to addresses, End User name and address
 - PO # with valid HPE quote # (incl. Contract ID where applicable)
 - HPE Purchase Agreement # (if applicable)
 - Contact name, phone # and email address
 - Requested Delivery Date
 - Tax Status (tax exemption requires a valid certificate)

Quote details

The following structured solution is offered for sale with a defined configuration menu and solution adjustment. Changing the configuration may affect the offer.

No.	Qty	Product	Description	Ext Net Price	Estimated Delivery Time
CNFG	1	5136382383-03	20241201 RRRDC - DL380 Gen11 Training Host - 5y24x7	20,465.13	0 days
0100	1	P52534-B21	HPE DL380 Gen11 8SFF NC CTO Svr	1,406.90	
	1	P52534-B21#ABA	HPE DL380 Gen11 8SFF NC CTO Svr	0.00	
0101	2	P49620-B21	INT Xeon-G 6416H CPU for HPE	2,740.50	
	2	P49620-B21#0D1	Factory Integrated	0.00	
0102	12	P43328-B21	HPE 32GB 2Rx8 PC5-4800B-R Smart Kit	7,970.40	
	12	P43328-B21#0D1	Factory Integrated	0.00	
0103	1	P48813-B21	HPE DL380 Gen11 2U 8SFF x1 TM Kit	166.93	
	1	P48813-B21#0D1	Factory integrated	0.00	
0104	3	P40499-B21	HPE 1.92TB SATA RI SFF BC MV SSD	1,001.10	
	3	P40499-B21#0D1	Factory Integrated	0.00	
0105	1	P48803-B21	HPE DL380 Gen11 2U 3x16 Prim Riser Kit	60.38	
	1	P48803-B21#0D1	Factory integrated	0.00	
0106	1	P47777-B21	HPE MR416i-p Gen11 SPDM Storage Cntrlr	621.21	
	1	P47777-B21#0D1	Factory Integrated	0.00	
0107	1	P51083-B21	HPE DL380 Gen11 2U 3x16 Sec Riser Kit	65.11	
	1	P51083-B21#0D1	Factory integrated	0.00	
0108	1	P01366-B21	HPE 96W Smart Stg Li-ion Batt 145mm Kit	40.29	

No.	Qty	Product	Description	Ext Net Price	Estimated Delivery Time
	1	P01366-B21#0D1	Factory Integrated	0.00	
0109	1	P48918-B21	HPE DL360 Gen11 Stg Cntrl Enable Cbl Kit	7.91	
	1	P48918-B21#0D1	Factory integrated	0.00	
0110	2	P10115-B21	BCM 57414 10/25GbE 2p SFP28 OCP3 Adptr	280.06	
	2	P10115-B21#0D1	Factory Integrated	0.00	
0111	2	P38995-B21	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	164.52	
	2	P38995-B21#0D1	Factory Integrated	0.00	
0112	1	BD505A	HPE iLO Adv 1-svr Lic 3yr Support	187.60	
	1	BD505A#0D1	Factory Integrated	0.00	
0113	1	P51911-B21	HPE DL360 Gen11 CPU1/OCP2 x8 Enable Kit	15.46	
	1	P51911-B21#0D1	Factory integrated	0.00	
0114	1	P48820-B21	HPE DL380/DL560 G11 2U High Perf Fan Kit	207.23	
	1	P48820-B21#0D1	Factory integrated	0.00	
0115	1	P50400-B21	HPE DL3XX Gen11 2U Com Bezel Kit	19.03	
	1	P50400-B21#0D1	Factory Integrated	0.00	
0116	1	P35876-B21	HPE CE Mark Removal FIO Enable Kit	0.29	
0117	1	P48183-B21	HPE NS204i-u Gen11 Ht Plg Boot Opt Dev	326.82	
	1	P48183-B21#0D1	Factory integrated	0.00	
0118	2	P48818-B21	HPE DL380/DL560 G11 High Perf 2U HS Kit	96.00	
	2	P48818-B21#0D1	Factory integrated	0.00	
0119	1	P52152-B21	HPE DL380 G11 NS204i-u Internal Cbl Kit	27.74	
	1	P52152-B21#0D1	Factory integrated	0.00	

No.	Qty	Product	Description	Ext Net Price	Estimated Delivery Time
0120	1	P52341-B21	HPE DL3XX Gen11 Easy Install Rail 3 Kit	33,05	
	1	P52341-B21#0D1	Factory integrated	0.00	
0121	1	P54542-B21	HPE DL380 Gen11 NS204i-u FIO Kit	0.23	
0200	4	844477-B21	HPE 25Gb SFP28 to SFP28 3m DAC	132.00	
0300	1	R7A12AAE	HPE GreenLake COM En 5y Up ProLiant aaS	450.00	
0400	1	HU4A6A5	HPE 5Y Tech Care Essential SVC	0.00	
	1	HU4A6A5#R2M	HPE iLO Advanced Non Blade Support	28.21	
	1	HU4A6A500DK	HPE DL380 Gen11 Support	4,416.16	
Sub-Total:				USD 20,465.13	
Shipping and Handling			Estimated	Total weight	62.552 Kg USD 0,00
Grand Total:				USD 20,465.13	

Terms & Conditions

Quote contains special discounts. Unless the customer has another valid agreement with Hewlett Packard Enterprise, this quotation is governed by Hewlett Packard Enterprise Customer Terms - Portfolio. A copy of these terms can be found on-line at <https://www.hpe.com/us/en/about/end-user-agreement-terms.html>

For inquiries regarding this quote please contact your HPE sales rep

*If quoted herein, Remarketed Products are fully remanufactured and carry new product warranty. Purchase is subject to inventory availability at receipt of order. Inventory may not be reserved. Hewlett Packard Enterprise reserves the right to substitute new components if appropriate, or to cancel orders by notifying the customer if necessary components are unavailable.

*If quoted herein, Hewlett Packard Enterprise Promotions must be ordered as quoted, no substitutions will be allowed. POs must be received on or prior to the expiration date of the quote or special promotion whichever comes first.

*If quoted herein, Hewlett Packard Enterprise Consignment/Demo equipment is currently at the location listed on this quote. Issuing a PO against this formal quotation will imply acceptance and delivery of the Consignment/Demo inventory. The standard warranty applicable to new equipment will apply. Some demo equipment may contain products that are remanufactured to be functionally equivalent to new. If this quote contains Non-HPE branded products, Non-HPE branded products receive warranty coverage as provided by the relevant third party supplier.

The terms and conditions of the NASPO ValuePoint Agreement as set forth in your Contract ID as referenced in your quote from HPE applies to any order placed as a result of this inquiry. No other terms and conditions shall apply. Please reference this contract when placing an order.



**Hewlett Packard
Enterprise**

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Participating Addendum Number 022-HP Inc.
for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES
between
State of North Dakota
and
HP Inc.

This Participating Addendum (PA) is entered into by the State of North Dakota ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 23011, executed by Contractor and the State of Minnesota for Computer Equipment, Peripherals & Related Services ("Master Agreement"):

HP Inc. ("Contractor")
1501 Page Mill Road
Palo Alto, CA 94304-1126

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Debra Lee
Director, Contract Sales Management
10300 Energy Drive
Spring, TX 77389
debra.lee@hp.com
847.537.0344

For Participating Entity:

Abby Dschaak
Procurement Officer
600 East Boulevard Ave, Dept 012
Bismarck, ND 58505
aadschaak@nd.gov
701-328-4912

II. TERM. This Participating Addendum is effective as of November 1, 2023 and will be coterminous with the Master Agreement (terminate, renew or extend), unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

III. PARTICIPATION AND USAGE. This Participating Addendum, established pursuant to N.D.C.C § 54-44.4-13, may be used by all state agencies, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C § 39-04.2, and the International Peace Garden. Participating Entity has sole authority to determine which additional entities authorized by state statute are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

IV. GOVERNING LAW. This Participating Addendum is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Participating Addendum must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

V. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities.

a. Services. All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

**Participating Addendum Number 022- HP Inc. for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES**

Between State of North Dakota and HP Inc.

- b. **Equipment Leasing/Rental.** Equipment leasing and rental is not allowed under this Participating Addendum.
- c. **Equipment Trade-in, Takeback and/or Recycling Program.** Trade-in, takeback and/or recycling of products by agencies covered by this Addendum are subject to approval of OMB State Surplus Property pursuant to N.D.C.C. § 54-44.4.6.
- d. **Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

VI. AMENDMENTS. Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by the Participating Entity in writing to Contractor via written amendment hereto.

VII. ORDER OF PRECEDENCE.

- a. Participating Entity's Participating Addendum; Participating Entity's PA shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with Contractor under the terms of the Master Agreement;
- b. The Master Agreement;
- c. The Solicitation including all Addenda; and
- d. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Except for the terms included in the Attachment and Exhibits hereto, no other terms and conditions shall apply, including terms listed or referenced on the Contractor's website, in the Contractor's quotations or in similar documents subsequently provided by the Contractor, unless otherwise agreed by the Parties.

VIII. ORDERS. Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

IX. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE. Quarterly reports will be provided by Contractor to Participating Entity showing a summary of each sale to include Purchasing Entity, description and amount.

X. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

XI. ATTACHMENTS. This Participating Addendum includes Attachment A: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions.

**Participating Addendum Number 022- HP Inc. for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES**

Between State of North Dakota and HP Inc.

XII. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Debra Lee
Director, Contract Sales Management
debra.lee@hp.comContact
847.537.0344

For Participating Entity:

Abby Dschaak
Procurement Officer
600 East Boulevard Ave, Dept 012
Bismarck, ND 58505
aadschaak@nv.gov
701-328-4912

With a copy of legal notices to:
HP Inc.
Chief Legal Officer
1501 Page Mill Road
Palo Alto, CA 94304

- XIII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. While Participating Entity will maintain the official record of this Participating Addendum, the Parties agree that this Participating Addendum, as amended, may be published on the NASPO ValuePoint website.
- XIV. ASSIGNMENT.** Neither Party may, nor will it have the power to, assign or novate this Participating Addendum without the written consent of the other Party.
- XV. REMEDIES.** The Master Agreement and this PA states all remedies for warranty claims. To the extent permitted by law, Contractor disclaims all other warranties.
- XVI. ENTIRE AGREEMENT.** The Master Agreement and this PA represents the parties' entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist.
- XVII. SURVIVAL.** Any terms in this PA, which by their nature extend beyond termination or expiration of the PA will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.

**Participating Addendum Number 022- HP Inc. for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES**

Between State of North Dakota and HP Inc.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:



Signature

Barbara Aceves

Printed Name

Contracts Specialist

Title

09/12/2023

Date

PARTICIPATING ENTITY:



Signature

Abigail Dschaak

Printed Name

State Procurement Officer

Title

9-14-23

Date

**Participating Addendum Number 022- HP Inc. for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES**

Between State of North Dakota and HP Inc.

**Attachment A – Participating Entity Modifications and Additions to
Master Agreement Terms and Conditions**

I. CONFIGURATION LIMITS (SUPPLEMENTS MASTER AGREEMENT #4)

- a. Convenience Black and White Copiers with Speed in Impressions per Minute (IPM) 90 or greater
- b. Convenience Hybrid Copiers with Speed in Impressions per Minute (IPM) 50 or greater
- c. Any Production Black and White Copiers
- d. Any Wide Format Copiers
- e. Any Color Production Copiers

II. TERMINATION (SUPPLEMENTS MASTER AGREEMENT, EXHIBIT A: NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS, ITEM #42)

Termination for Lack of Funding or Authority

Participating Entity, by written notice to Contractor, may terminate the whole or any part of this Participating Addendum under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for purchase of the services or goods in the indicated quantities or term.
- b. If federal or state laws or rules are modified or interpreted in a way that the services or good are no longer allowable or appropriate for purchase under this Participating Addendum or are no longer eligible for the funding proposed for payments authorized by this Participating Addendum.
- c. If any license, permit, or certificate required by law or rule, or by the terms of this Participating Addendum, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Participating Addendum under this subsection is without prejudice to any obligations or liabilities of either Party already accrued prior to termination.

III. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Contractor agrees to comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights. (See N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women.)

Contractor agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation and workers' compensation premiums.

Contractor shall have and keep current all licenses and permits required by law during the Term of this Participating Addendum all licenses and permits required by law.

Contractor is prohibited from boycotting Israel for the duration of this Participating Addendum. (See N.D.C.C § 54-44.4-15.) Contractor represents that it does not and will not engage in a boycotting Israel during the term of this Participating Addendum. If Participating Entity receives evidence that Contractor boycotts Israel,

**Participating Addendum Number 022- HP Inc. for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES**

Between State of North Dakota and HP Inc.

Participating Entity shall determine whether the company boycotts Israel. The foregoing does not apply to contracts with a total value of less than \$100,000 or if Contractor has fewer than ten full-time employees.

Contractor's failure to comply with this section may be deemed a material breach by Contractor entitling Participating Entity to terminate in accordance with the Termination for Cause section of the Master Agreement, Exhibit A: NASPO ValuePoint Master Agreement Terms and Conditions, item 42.

IV. INJUNCTIVE RELIEF (SUPPLEMENTS MASTER AGREEMENT, EXHIBIT A: NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS, ITEM 40)

Contractor shall immediately report to Participating Entity any and all unauthorized disclosures or uses of Participating Entity's confidential information or proprietary information of which Contractor or its staff is aware or has knowledge. Contractor acknowledges that any unauthorized publication or disclosure of Participating Entity's confidential information or proprietary information to others may cause immediate and irreparable harm to Participating Entity. If Contractor should publish or disclose such confidential information or proprietary information without authorization, Participating Entity shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period.

Contractor shall indemnify, defend, and hold harmless Participating Entity from all damages, costs, liabilities, and expenses (including without limitation reasonable attorneys' fees) caused by or arising from Contractor's unauthorized use or disclosure of Participating Entity's confidential information or proprietary information. As a condition to these indemnity obligations, Participating Entity will provide Contractor with prompt notice of any claim of which Participating Entity is aware and for which indemnification shall be sought under this Participating Addendum and shall cooperate in all reasonable respects with Contractor in connection with any such claim and grants Contractor sole defense of such claims. In connection with such claims, Contractor will pay all defense costs, settlement amounts, court awarded damages (including court costs and reasonable attorneys' fees), and third-party costs incurred by Participating Entity at the request of Contractor in connection with the defense of the claim.

V. INDEMNIFICATION (SUPPLEMENTS MASTER AGREEMENT, EXHIBIT A: NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS, ITEM 34)

- a. Any reference to "gross" is deleted.
- b. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08. Contractor also agrees to reimburse the State for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Participating Addendum.

VI. INSURANCE (REPLACES MASTER AGREEMENT, EXHIBIT A: NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS, ITEM 28.B.1)

Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.

VII. CONFIDENTIALITY (REPLACES MASTER AGREEMENT, EXHIBIT A: NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS, ITEM 40A)

Contractor shall not use or disclose any information it receives from Participating Entity under this Participating Addendum that Participating Entity has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Participating Addendum or as authorized in advance by Participating Entity. Participating Entity shall not disclose any information it receives from Contractor that Contractor has previously identified as confidential and that Participating Entity determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, N.D.C.C. ch. 44-04. The duty of Participating Entity and Contractor to

**Participating Addendum Number 022- HP Inc. for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES**

Between State of North Dakota and HP Inc.

maintain confidentiality of information under this section continues beyond the Term of this Participating Addendum.

VIII. COMPLIANCE WITH PUBLIC RECORDS LAWS

Under the North Dakota public records law and subject to the Confidentiality clause of this Participating Addendum, certain records may be open to the public upon request.

Public records may include: (a) records Participating Entity receives from Contractor under this Participating Addendum, (b) records obtained by either Party under this Participating Addendum, and (c) records generated by either Party under this Participating Addendum.

Contractor agrees to contact Participating Entity immediately upon receiving a request for information under the public records law and to comply with Participating Entity's instructions on how to respond to such request.

IX. SPOILIATION – NOTICE OF POTENTIAL CLAIMS

Contractor shall promptly notify Participating Entity of all potential claims that arise or result from this Participating Addendum. Contractor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Participating Entity the opportunity to review and inspect such evidence, including the scene of an accident.

X. SEVERABILITY

If any term of this Participating Addendum is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the Parties are to be construed and enforced as if this Participating Addendum did not contain that term.

**XI. APPLICABLE LAW AND VENUE (REPLACES MASTER AGREEMENT, EXHIBIT A: NASPO
VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS, ITEM 39)**

This Participating Addendum is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Participating Addendum must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

XII. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

BY ENTERING THIS PARTICIPATING ADDENDUM, PARTICIPATING ENTITY DOES NOT AGREE TO BINDING ARBITRATION, MEDIATION, OR ANY OTHER FORM OF MANDATORY ALTERNATIVE DISPUTE RESOLUTION. THE PARTIES MAY ENFORCE THE RIGHTS AND REMEDIES IN JUDICIAL PROCEEDINGS. PARTICIPATING ENTITY DOES NOT WAIVE ANY RIGHT TO A JURY TRIAL.

XIII. STATE AUDIT

Pursuant to N.D.C.C. § 54-10-19, all records, regardless of physical form, and the accounting practices and procedures of Contractor relevant to this Participating Addendum are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. Contractor shall maintain these records for at least three (3) years following completion of this Participating Addendum and be able to provide them upon reasonable notice. Participating Entity, State Auditor, or Auditor's designee shall provide reasonable notice to Contractor prior to conducting examination.

PARTICIPATING ADDENDUM AMENDMENT

CONTRACT NAME AND NUMBER: COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES – 022-HP Inc.



AMENDMENT NUMBER: 1

This Amendment is made to the Participating Addendum for Computer Equipment, Peripherals & Related Services (Participating Addendum) between the State of North Dakota (Participating Entity), and HP Inc. (Contractor).

Participating Addendum Section V. Scope, item b. Equipment Leasing/Rental is amended to allow equipment leasing and rental for all institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C § 39-04.2, and the International Peace Garden. State Agencies are excluded from equipment leasing and rentals.

All other terms of the Participating Addendum remain in effect. This Contract Amendment is not effective until fully executed by all parties.

EXECUTION

HP INC.	STATE OF NORTH DAKOTA
BY: 	BY: 
Printed Name: Barbara Aceves	Printed Name: Abigail Dschaak
Title: Contracts Specialist	Title: State Procurement Officer
Date: 01/29/2024	Date: 1/30/2024



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March 4, 2024

To: Fargo City Commission

From: Tim Dirks, MLIS, MPA 
Director
Fargo Public Library

Reference Number EX24044

The third amendment of the Northport Branch Library lease ensures that the library will continue to provide library services and programming to the citizens of north Fargo. The current location is convenient and well known on the north side.

Recommended motion:

Approve the Northport Branch Library lease third amendment.

Attachments: Northport Branch Library Lease Third Amendment

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT ("Amendment") is made as of this 21st day of February, 2024 ("Amendment Date"), by and between and **BOAS NORTHPORT FARGO LLC**, a Delaware limited liability company ("Landlord"), and **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation ("Tenant"), with reference to the premises located at 2714 (erroneously referred to as 2616) Broadway North, Fargo, ND 58102, as more particularly described in the Lease (the "Premises").

- A. **WHEREAS**, Landlord and Tenant are parties to that certain Lease Agreement, dated October 21, 2005, as amended by that certain First Amendment to Lease Agreement, dated during January 2014, and as further amended by that certain Second Amendment to Lease Agreement, dated during December 2020 (collectively, the "Lease").
- B. **WHEREAS**, Landlord and Tenant desire to extend the term of the Lease and otherwise amend the Lease pursuant to the terms and conditions herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Extension of Lease Term.** The term of the Lease is hereby extended for a period of five (5) years ("Extension Period"), said period commencing November 1, 2025 and expiring October 31, 2030.
2. **Base Rent.** During the Extension Period, Tenant shall pay to Landlord, in advance, monthly installments of the Annual Minimum Rental, as set forth in the schedule below.

Period	Monthly Minimum Rental*
11/1/2025 – 10/31/2026	\$4,571.11
11/1/2026 – 10/31/2027	\$4,708.24
11/1/2027 – 10/31/2028	\$4,849.49
11/1/2028 – 10/31/2029	\$4,994.97
11/1/2029 – 10/31/2030	\$5,144.82

*In addition to the monthly minimum rental above, during the Extension Period, Tenant shall continue to pay to Landlord all Additional Rent required under the Lease, including, without limitation, Tenant's Proportionate Share of the Shopping Center's operating costs, such as Taxes, Insurance, Common Area Maintenance Costs.

3. **Condition of the Premises and Tenant Improvements.** Tenant is in possession of the Premises and continues to accept the Premises in its presently existing "as is" condition. Tenant acknowledges and agrees that Landlord is under no obligation to refurbish the Premises or construct any improvements in the Premises, nor provide any improvement allowance to Tenant.

4. **Brokers and Agents.** Tenant warrants it has had no dealings with any broker or agent in connection with this Amendment nor is any other broker or agent entitled to any commission in connection herewith and covenants to defend, with counsel approved by Landlord, and hold harmless and indemnify Landlord from and against any and all costs, expense or liability for any compensation, commissions and charges claimed by any other broker or agent with respect to Tenant's dealings in connection with this Amendment.

5. **Status of Lease.** Tenant hereby certifies to Landlord that: (a) the Lease, as amended hereby, constitutes the entire agreement between Landlord and Tenant with respect to the Premises; (b) there have been no amendments to or modifications of the Lease except as specifically set forth herein; (c) the Lease is in full force and effect as of the date hereof; (d) there are no defaults under the Lease on the part of the Landlord; (e) there are no offsets, counterclaims or defenses of or

Landlord's Initials: _____

Tenant's Initials: _____

by Tenant under the Lease against Landlord nor any events that would constitute a basis for such offsets, counterclaims or defenses against Landlord upon the lapse of time, the giving of notice, or both; (f) Landlord shall have no obligation to perform any tenant improvements or provide any improvement allowance to Tenant; and (g) Landlord has made no representations or warranties concerning the Lease or the Premises.

6. **Entire Agreement.** This Amendment sets forth the entire agreement between Landlord and Tenant with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. In case of any inconsistency between the provisions of the Lease and this Amendment, the latter provisions shall govern and control. This Amendment shall be governed by, construed and enforced in accordance with, the laws of the state wherein the Premises are located.

7. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning set forth in the Lease, unless the context clearly indicates otherwise. From and after the date thereof, references to the Lease shall mean the Lease as amended hereby.

8. **Applicability of Lease; Time is of the Essence.** Except as modified by this Amendment, the Lease shall remain in full force and effect, and shall apply to the Premises upon all of the terms and conditions set forth therein and herein. This Amendment shall be effective upon execution and delivery by Landlord and Tenant. This Amendment is incorporated into the Lease. Except as hereby amended, all other provisions of the Lease remain unchanged. Time is of the essence for each and every provision of this Amendment.

9. **Authorization.** Each individual or party executing this Amendment hereby represents and warrants that he, she, or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Amendment to the terms hereof.

10. **Counterparts; Delivery.** This Amendment may be executed in any number of identical counterparts each of which shall be deemed to be an original and all, when taken together, shall constitute one and the same instrument. A facsimile, pdf or similar transmission of a counterpart signed by a party hereto shall be regarded as signed by such party for purposes hereof. This Amendment, when delivered by e-mail, shall be effective upon receipt of said e-mail. The Amendment Date in the introductory paragraph of this Amendment shall be completed by Landlord at the time of executing this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Date.

SIGNATURE OF LANDLORD:

BOAS NORTHPORT FARGO LLC

By: _____
Stuart I. Schneider,
Authorized Representative

SIGNATURE OF TENANT:

THE CITY OF FARGO, NORTH DAKOTA,
a municipal corporation

By: _____
Name: _____
Its: _____

Landlord's Initials: _____

Tenant's Initials: _____

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City of Fargo Staff Report			
Title:	Trollwood Land Three	Date:	8/30/2023
		Update:	2/29/2024
Location:	3123 and 3131 Broadway North; 504 32nd Avenue North	Staff Contact:	Donald Kress, planning coordinator
Legal Description:	Lots 1, 2, 3, and portion of Lot 4, Block 1, Trollwood Land		
Owner(s)/Applicant:	North Fargo Development Group, LLC/ United Development Group, LLC	Engineer:	Interstate Engineering, Inc.
Entitlements Requested:	Minor Subdivision (Plat of Trollwood Land Three , a replat of Lots 1, 2, 3, and portion of Lot 4, Block 1, Trollwood Land to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: March 4 th , 2024		
Existing		Proposed	
Land Use: Undeveloped		Land Use: Retail sales and service	
Zoning: LC, Limited Commercial		Zoning: No change	
Uses Allowed: LC – Limited Commercial. Allows colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, basic utilities, offices, off premise advertising signs, commercial parking, retail sales and service, self service storage, vehicle repair, limited vehicle service, and certain telecommunications facilities.		Uses Allowed: No change	
Maximum Building Coverage: 55%		Maximum Building Coverage: No change	
Proposal:			
<p><i>NOTE ON PLAT NAME: This plat name does not include the word "Addition." However, this plat name is consistent with the previous subdivision names of "Trollwood Land" (1990) and "Trollwood Land Two" (2001). The Cass County Recorder has confirmed that this plat name is acceptable for recording. Some earlier documents associated with this case did refer to this plat as "Trollwood Land Three Addition."</i></p> <p>The applicant proposes to combine all or part of four existing platted lots into a single lot. The applicant intends to construct a retail store and associated parking lot.</p> <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: LC, with commercial (convenience store) use and MHP, Mobile Home Park with mobile home residential use • East: LC with residential and some commercial uses • South: LC, with commercial uses • West: LC, with commercial (restaurant) use and SR-2, Single Dwelling Residential with residential use 			
Area Plans:			
The subject property is not located within a growth plan, area plan, or neighborhood plan.			
Context:			
<p>Schools: The subject property is located within the Fargo School District, specifically within the McKinley Elementary, Ben Franklin Middle and Fargo North High schools.</p> <p>Parks: The subject property is located within 0.33 mile of Trollwood Park (basketball court, disc golf grill)</p>			

picnic table playground, ages 2-5 playground, ages 5-12 recreational trails restrooms shelter - stages-amphitheater); 0.34 mile of Yunker Farm Park (dog park football field grill picnic table playground, ages 5-12 recreational trails restrooms shelter); and 0.50 mile of Longfellow Park. baseball and softball fields, basketball court, multipurpose field, a playground, four pickleball courts, outdoor skating and hockey rink and a warming house).

Pedestrian / Bicycle: There are no on or off road bike facilities within or along the adjacent streets

Neighborhood: The subject property is included within the Northport Neighborhood.

MATBUS Route: The subject property is located along Route 13, which connects downtown with 10th Street North, Broadway, 19th Avenue North, 32nd Avenue North, and University Drive North. There is a stop along the Broadway frontage of the subject property.

Staff Analysis:

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.

MINOR SUBDIVISION

The plat combines all or part of four lots in a single lot for commercial development. The current zoning is LC, Limited Commercial. No zone change is proposed.

ACCESS---The applicant proposes to take access from 32nd Avenue North and the shared access easement with the adjacent property to the east. Existing driveway accesses along Broadway will be closed.

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 LC, Limited Commercial. No zone change is proposed. The subject property is not included in a growth plan, area plan, or neighborhood plan. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received 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)**

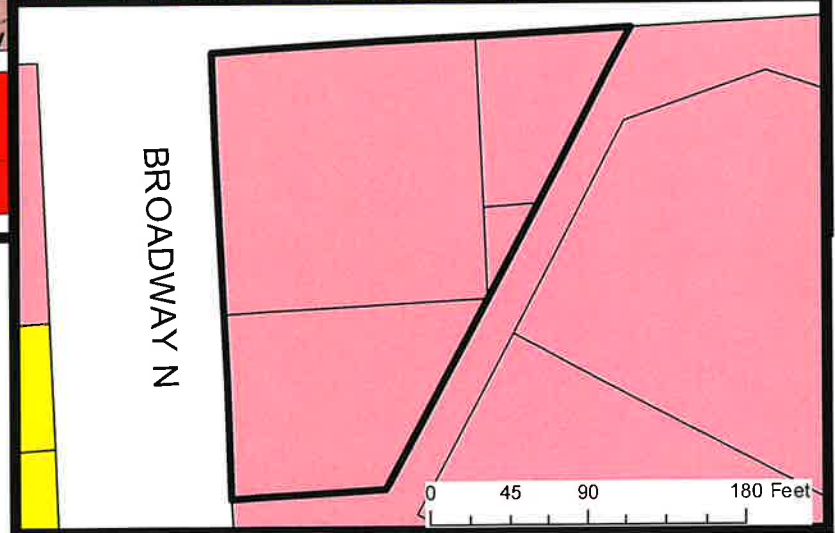
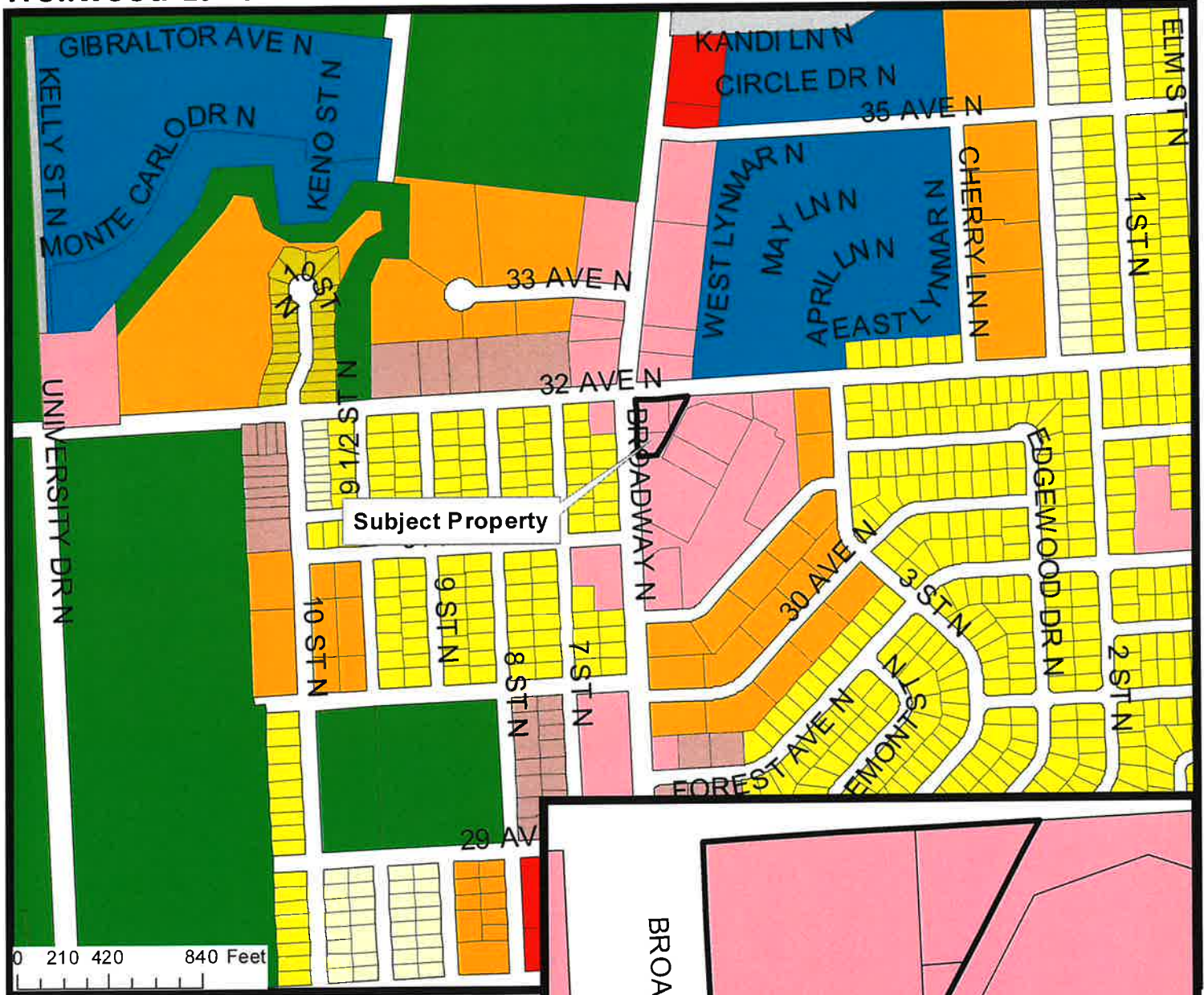
(continued on next page)

Staff Recommendation:
Suggested Motion: "To accept the findings and recommendations of the Planning Commission staff and move to approve the proposed plat of Trollwood Land Three , as outlined in the staff report, as the proposal complies with the Standards of Article 20-06, Section 20-0907.B. and C of the LDC, and all other applicable requirements of the LDC."
Planning Commission Recommendation: September 7th, 2023
At the September 7 th , 2023 Planning Commission hearing, that Commission, by a vote of 8-0 with one Commissioner 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 plat of Trollwood Land Three , as outlined in the staff report, as the proposal complies with the Standards of Article 20-06, Section 20-0907.B. and C of the LDC, and all other applicable requirements of the LDC.
Attachments:
<ol style="list-style-type: none"> 1. Zoning map 2. Location map 3. Preliminary plat

Minor Subdivision

3123 & 3131 Broadway North
& 504 32nd Avenue North

Trollwood Land Three



Legend

AG	DMU	LC	MHP	SS
GGC	MR-1	MZC	SS-1	SS-2
GO	MR-2	P/I	SS-2	SS-3
	MR-3	UMU	City Limits	

Minor Subdivision

Trollwood Land Three

3123 & 3131 Broadway North
& 504 32nd Avenue North



Legend

 City Limits



30

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

February 29, 2024

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

RE: Agreement between City of Fargo and Range Renovation Consulting, Inc.

Dear Commissioners:

I am seeking your permission to accept the attached agreement between the City of Fargo and Range Renovation Consulting, Inc. to provide gun range cleaning services at the Fargo Regional Training Center, 2802 North University Drive, Fargo.

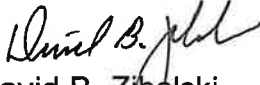
The term of this agreement would be retroactive from January 16, 2024 to December 31, 2024, and may extend for two additional one-year terms. A detailed summary of services provided by the Vendor is included, with an annual service fee of \$9,595.00. This agreement was reviewed by City Attorney Nancy Morris and is acceptable with suggested changes.

The work proposal quote is included for your review. Please feel free to let me know if you have any questions or concerns relative to this agreement.

Recommended Motion:

Approve agreement between City of Fargo and Range Renovation Consulting, Inc for range cleaning services at the Fargo Regional Training Center.

Sincerely,


David B. Zibolski
Chief of Police

**Agreement
Between
City of Fargo
and Range Renovation Consulting, Inc.**

This Agreement (the "Agreement," which includes all attached schedules), effective January 16,, 2024 ("Effective Date"), is entered into by and between Range Renovation Consulting, Inc. (the "Vendor") having a principal place of business at 1538 Bear Street, Ogilvie, MN, 56358,, 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 AND SCOPE

The term of this Agreement will be from January 16, 2024, to December 31, 2024. The parties may extend this Agreement for two (2) additional one-year terms upon mutual agreement which shall be in writing and signed by both parties.

2. STATEMENT OF WORK

The Vendor shall provide gun range cleaning services at the Fargo Regional Training Center, 2802 North University Drive, Fargo, ND. This shall include, but is not limited to, providing lead abatement at the Fargo Regional Training Cener firing range. A more detailed summary of services to be provided by the Vendor is attached as Attachment A.

3. MATERIALS

Vendor shall furnish all materials, supplies, tools, equipment, and transportation required to provide services or deliverables required under Statements of Work.

4. COMPENSATION

The Vendor shall receive a compensation of \$9,595.00. 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 FinanceAPAR@FargoND.gov.

5. 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.

6. 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. Vendor 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.

7. 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.

8. 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;

iv. Automobile Liability with \$1,000,000 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.

v. 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.

9. INDEMNIFICATION

Vendor 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, vendor error, mistake, negligence, or other fault of the Vendor, any subcontractor of the Vendor, or any officer, employee, representative, or agent of the Vendor or of any subcontractor of the Vendor, or which arises out of any workmen's compensation claim of any employee of the Vendor or of any employee of any subcontractor of the Vendor. The Vendor 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 Vendor, 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. The Vendor does not agree to defend, indemnify, or hold harmless the City for the City's own actions, omissions or negligence.

10. 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.

11. DISPUTE RESOLUTION

Vendor and the City will exercise good faith efforts to resolve disputes through mediation or an Alternative Dispute Resolution Process if agreed upon by both Parties. . Nothing prevents the Parties from pursuing litigation in the appropriate State or Federal court, exclusively located in Cass County, North Dakota.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota without regard to conflict of laws and all disputes arising under or relating to this Agreement shall be brought and resolved solely and exclusively in Cass County, North Dakota.

13. 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.

14. ASSIGNMENT

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

15. TERMINATION

This Agreement may be terminated by either party upon seven days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such seven 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.

16. 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.

(The remainder of this page is left intentionally blank)

IN WITNESS WHEREOF, City and Range Renovation Consulting, Inc. have caused this Agreement to be duly executed as of the date first above written.

CITY OF FARGO

BY _____
Chief David Zibolski, Chief of Police

DATE: _____

VENDOR

BY M. A. Graham (President)
Marie Graham, President

DATE: 02/08/2024

ATTEST:

BY _____
Steven Sprague, City Auditor



RRCI

Range Renovation Consulting Inc.
1538 Bear St.
Ogilvie, MN 56358
Ph. 320-362-4094
RRCI68@outlook.com

Travis Berger
Fargo Regional Law
Enforcement Training Center
2802 N. University Dr.
Fargo, ND 58102
tjberger@fargond.gov

Proposal 23Y2109

05 February 2024

10 Lane Indoor Shooting Range

Dear Travis,

Attached herewith please find Work Proposal Agreement 23Y0502 for work to be performed at City of Fargo Police Department. I herewith offer my quotation of \$9595 for said scope of work. RRCI will recycle your existing rubber bullet trap, and add granulated rubber, and patches for the gum rubber curtains if needed at the customer's expense, RRCI will also issue a 20% credit on the recycled lead and Brass after the base price has been met.

Pricing provided for this proposal is valid for 3 months, unless otherwise negotiated.

If this agreement meets with your acceptance, please sign and date on the space provided on the last page.

Thank you for the opportunity to provide this proposal for this most important project. If you have any questions, please call or email me anytime.

Marie Graham
President

RRCI

Phone: 320-362-4094

E-mail: RRCI68@outlook.com

Work Proposal Agreement
Quote Number# 23Y2109

RRCI is pleased to present the following work proposal agreement for your consideration.

Locations

Travis Berger

105 25th St. N.

Fargo, ND 58102

tiberger@fargond.gov

1.1 The Agreement. RRCI will provide all labor, travel expenses, supplies, etc. to perform the work described below. Scheduling of this contract is prescheduled by the customer by month; 2-3 working days will be needed to perform the scope of work listed below.

2.1 The Work: RRCI will perform the following.

Detail Scope of Work:

RRCI Personnel will perform the following:

1. Remove and recycle Lead bullet material from Granulated Rubber trap at the location listed above.
2. RRCI will Hepa Vac the range floor and wipe down the walls at the bullet trap up to 10 ft. and wipe down range equipment.
3. Meet and advise staff on safety and maintenance of Bullet Trap and Range equipment.
4. RRCI will issue a 20% credit of the recycled lead and brass, after the base price of the remediation has been met.

Disposal Requirements:

1. RRCI is responsible for providing containers for lead bullets, and the recycling of the lead bullets.
2. RRCI will be responsible for the disposal of all material used to recycle the trap.

Staffing Requirements:

RRCI will provide hazmat trained personnel to perform the above scope of work. Such personnel will:

1. Be trained supervisors and workers for hazardous wastes safe handling.
2. Perform work under an approved respiratory program.
3. Meet medical monitoring programs as defined by federal regulations.

Length of Work

The above Scope of Work will take 2-3 days for the completion of said scope of work on indoor shooting range.

3.1 Payment. In consideration of the above, the customer agrees to pay RRCI \$9595.00 within 30 days of completion and Customer satisfaction of the work performed. All Bullet trap parts, and material is to be paid by the customer as needed with prior approval.

4.1 Modifications. Any modifications to this proposal must be completed in writing and signed by both parties. Failure to properly modify this proposal will be considered a breach of contract.

RRCI is pleased to present this agreement for your consideration. If the terms and conditions of this agreement meet with your approval, please sign below.

Approved By: _____

Date: _____

Prepared by: Marie Graham, (President)
Range Renovation Consulting Inc.
1538 Bear St.
Ogilvie, MN 56358

Phone: 320-362-4094
E-Mail: RRCI68@outlook.com



**PUBLIC
WORKS**

(31)

**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS**

402 23rd Street North

Fargo, ND 58102

Phone: 701.241.1453 | Fax: 701.241.8100

FargoND.gov

February 28, 2024

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

RE: City Of Fargo, Concrete Utility Cut Repairs RFP 24114

Commissioners:

On February 23, 2024, proposals were received for The City of Fargo Public Works, Concrete Utility Cut Repairs. Totals for each item are calculated by individual unit costs. The totals for each item are added to calculate the total price.

The results are as follows:

<u>Q3 Contracting</u>	<u>Master Construction</u>
Item 1: \$98.19	Item 1: \$65.00
Item 2: \$18.53	Item 2: \$18.00
Item 3: \$11.00	Item 3: \$10.00
Item 4: \$59.93	Item 4: \$100.00
Item 5: \$13.55	Item 5: \$62.50
Item 6: \$16.71	Item 6: \$16.00
Total Price: \$217.91	Total Price: \$271.50

RECOMMENDATION: This office recommends the award of the Concrete Utility Cut Repairs, RFP to Q3 Contracting as lowest and best proposals. (RFP 24114)

Sincerely,

Corey Houim
Services Manager
Fargo Public Works

City Of Fargo Concrete Utility Cut Repairs, RFP#21114
Bids Received 2/22/2024

<u>Item</u>	<u>Item Description</u>	<u>Unit</u>	<u>Q3 Contracting</u>	<u>Master Construction</u>
1	ADA Truncated Domes	SF	\$98.19	\$65.00
2	Concrete Pavement Repair	SF	\$18.53	\$18.00
3	Concrete Sawing	LF	\$11.00	\$10.00
4	Curb and Gutter Replacement	LF	\$59.93	\$100.00
5	Concrete Sidewalk Replacement	LF	\$13.55	\$62.50
6	Concrete Driveway Repair	SF	\$16.71	\$16.00
Totals			\$217.91	\$271.50



**PUBLIC
WORKS**

32

**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS**

402 23rd Street North

Fargo, ND 58102

Phone: 701.241.1453 | Fax: 701.241.8100

FargoND.gov

February 29, 2024

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

RE: City of Fargo, Water Main Materials, Miscellaneous Water Distribution Materials, Fire Hydrants/Parts, and Miscellaneous Street Materials RFP24116

Commissioners:


On February 26, 2024, proposals were received for Water Main Materials, Miscellaneous Water Distribution Materials, Fire Hydrants and Fire Hydrant Parts, and Miscellaneous Street Materials. Totals for each section are calculated by individual unit costs. The totals for each section are added to calculate the total price.

The results are as follows:

<u>Core and Main</u>	<u>Ferguson Waterworks</u>	<u>Dakota Supply Group</u>
Section 1: \$ 8,938.78	Section 1: \$ 9,004.46	Section 1: \$ 15,534.64
Section 2: \$ 38,859.98	Section 2: \$ 39,078.25	Section 2: \$ 41,020.54
Section 3: \$105,563.08	Section 3: \$109,221.84	Section 3: \$107,435.16
Section 4: \$ 3,702.22	Section 4: \$ 3,655.04	Section 4: \$ 4,111.47
Total Price: \$157,064.06	Total Price: \$160,959.59	Total Price: \$168,101.81

RECOMMENDATION: This office recommends the award of the Water Main Materials, Miscellaneous Materials, Fire Hydrants/Parts, and Miscellaneous Street Materials RFP to Core and Main as lowest and best proposal. RFP24116

Sincerely,


Corey Houlim
Services Manager
Fargo Public Works

City of Fargo Water Main Materials, Misc. Materials, Fire Hydrant/Parts, and Misc. Street Materials RFP24116
Bids Received 2/26/2024

	Core & Main *Award Bid	Ferguson Waterworks	Dakota Supply Group
Section 1: Repair Sleeves	\$8,938.78	\$9,004.46	\$15,534.64
Section 2: Misc. Materials	\$38,859.98	\$39,078.25	\$41,020.54
Section 3: Fire Hydrant Parts	\$105,563.08	\$109,221.84	\$107,435.16
Section 4: Misc. Street Material	\$3,702.22	\$3,655.04	\$4,111.47
Total Price:	\$157,064.06	\$160,959.59	\$168,101.81