

FARGO CITY COMMISSION AGENDA
Monday, March 6, 2023 – 5:00 P.M.

Executive Session at 4:30 p.m.

Roll Call.

PLEASE NOTE: The City Commission will convene at 4:30 p.m. and retire into Executive Session for the purpose of attorney consultation regarding pending opioid litigation with Teva, Allergan, CVS, Walgreens and Walmart, to receive its attorneys' advice and guidance on the legal risks, strengths and weaknesses of an action of a public entity, which, to discuss these matters in open meeting will have a negative fiscal effect on the bargaining and/or litigation position of the City. Thus, an Executive Session for these matters is authorized pursuant to North Dakota Century Code 44-04-19.1 subsections 2, 5 and 9.

Regular Meeting at 5:00 P.M.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, February 21, 2023; Special Meeting, February 28, 2023).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 2nd reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Duane's Pizza Addition; 1st reading, 2/21/23.
- 2. Notification to Red River Properties of the City's intent to exercise the purchase option for the building and land located at 105 25th Street North and 131 24th Street North.
- 3. City of Fargo Resolution Authorizing Officers to Make Deposits and Withdrawals.
- 4. Applications for Games of Chance:
 - a. Essentia Health Fargo Foundation for a raffle on 3/23/23.
 - b. GiGi's Playhouse for a raffle on 3/24/23.
 - c. NDSU Lions Club for a raffle on 3/23/23.
 - d. NDSU Sigma Alpha Professional Agricultural Sorority for a raffle on 3/25/23.
 - e. Veterans Honor Flight of ND/MN for a calendar raffle from 3/7/23 to 3/5/24.
- 5. Negative Final Balancing Change Order No. 3 in the amount of -\$421,111.14 for Improvement District No. PR-22-F1.
- 6. Memorandum of Offer to Landowner for Easements (Temporary Construction Easement) and Permanent Easements (Water Main) with the State of North Dakota and the North

Dakota State Board of Higher Education on Behalf of the North Dakota State University of Agriculture and Applied Science (Improvement District No. UN-23-A1).

7. Memorandum of Offer to Landowner for Permanent Easement (Sanitary Sewer) with the State of North Dakota and the North Dakota State Board of Higher Education on Behalf of the North Dakota State University of Agriculture and Applied Science (Improvement District No. BN-22-C1).
8. Bid advertisement for Project No. PR-23-F.
9. Bid advertisement for Project No. SR-23-B.
10. Bid advertisement for Project No. UN-23-B.
11. Skyway Mosaic Artwork Project License Agreement with Thomas Schmidt and LesleyAnne Buegel.
12. Amendment to Right of Way Agreement with Bell Bank and Olaf Anderson, Inc.
13. Settlement Agreement and Release; Permanent Easement (Levee and Retaining Wall for Flood Control); Permanent Easement (Storm Sewer); and Easement (Temporary Construction Easement) with Stanton L. Andrist and Jan C. Nelson for property located at 131 South Woodcrest Drive North (Improvement District No. FM-19-C).
14. Create Improvement District No. BR-23-F.
15. Engineering Services with KLJ to provide a MEP Assessment of the Police Department building.
16. Agreement with Richland County Health Department.
17. Agreement for Services with FM Wellness Coalition and North Dakota State University.
18. Amendment to Agreement for Services with Great Outcomes Consulting, LLC (SSP23052).
19. Request to implement the CredibleMind Platform (SSP23053).
20. Variance Acknowledgement and Liability Waiver with Park District of the City of Fargo for property located at 502 1st Avenue South.
21. Cost share for the Growth Plan Consultant Services, as presented (RFP22106).
22. Reject and reissue the proposals for a compact track/wheel loaders and utility work machines with alternative terms (RFP23042A and RFP23042B).
23. Four month lease extension with AT&T to keep wireless equipment on Water Tower No. 1 until 9/30/23.
24. Bid advertisement for Project No. WA2255.
25. Bills.

26. **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:**

27. PUBLIC HEARING – Plat of Dakota Air Parts Addition (2505 39 1/2 Avenue North; 3910 and 4020 25th Street North).
28. PUBLIC HEARING – Sewer Repair Assessments for 2022.
29. Recommendations for Federal Aid Transportation Project Applications Urban Grant Program Year 2025 and Urban Regional Roadway Program Year 2027.
30. Recommendation to draft the appropriate Ordinances to establish the parameters for operation of a pedal tour business.
31. Recommendation for appointments to the Arts and Culture Commission.
32. Spring Flood Outlook.
33. Legislative Update.
34. Recommendation to join Governor Burgum, the Chamber and others to grow the City's workforce.
35. Liaison Commissioner Assignment Updates.

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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

①

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN DUANE’S PIZZA ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in the proposed Duane’s Pizza Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on January 3, 2023; and,

WHEREAS, the rezoning changes were approved by the City Commission on February 21, 2023,

NOW, THEREFORE,

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

Section 1. The following described property:

All of Duane’s Pizza Addition to the city of Fargo, Cass County, North Dakota, is hereby rezoned from “SR-2”, Single-Dwelling Residential, District, “SR-3”, Single-Dwelling Residential, District and “LC”, Limited Commercial, District to “LC”, Limited Commercial, District and to enact a “PUD”, Planned Unit Development Overlay, District, as follows:

A. Allowed Uses.

In addition to the allowed uses within the “LC”, Limited Commercial zoning district, residential use shall also be allowed.

B. Residential Density.

The maximum number of units is 127, which would be approximately forty-seven (47) units per acre.

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ORDINANCE NO. _____

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C. Parking.

There shall be a maximum of 278 parking spaces on site (up to 116 exterior and up to 162 interior).

D. Landscaping.

The parking lot buffer width on east side of property shall be eight (8) feet wide.

E. Height.

The maximum main building height for the overall development and within proximity of residentially zoned property shall be sixty-five (65) feet, with elevators, stair tower and the like, not to exceed seventy-five (75) feet.

F. Additional Standards.

1. Setback.

The west building setback shall be twelve (12) feet.

2. Building Form and Style.

- a. All walls shall be finished with architectural materials such as brick, glass, stone, ceramic, stucco, precast panels, exterior insulation finish systems (e.g., dryvit), seamless steel siding with a ceramic hybrid paint finish, fiber cement siding, or curtain walls. Building elevation materials shall be commercial grade, durable, and have a multi-generational life span.
- b. The following materials may not be used other than for purposes of providing accent: insulated metal panels; wood-based materials; asphalt; and decorated concrete block. When these materials are used, the materials must be of commercial grade. Metal panels with exposed fasteners are not permitted.
- c. The use of architectural metal panels and wood panels for enclosure of mechanical equipment shall be permitted.

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3. **Building Entrances.**

1 The building design shall include design features to avoid monotony, to create
2 visual interest, and to enhance the pedestrian scale all of which is to be designed
3 to create compatibility with the surrounding neighborhood. Examples of features
4 to be included are: arcades; cornices; eaves; bow, bay, arched, oval, or gable
5 windows; shutters; arched entries, balconies, or breezeway entrances; stone or
6 brick accent walls; decorative stone or brick banding; decorative tiles; verandas,
7 porches, balconies or decks; projected walls or dormers; variation of roof lines;
8 and decorative caps or chimneys.

4. **Ground Floor Transparency.**

6 At least twenty-five (25) percent of the ground-floor façade of buildings along
7 public streets shall be comprised of windows, doors and other transparent
8 elements (e.g., glass block), except the east ground-floor façade shall have forty
9 (40) percent. Calculations shall be based on the total square foot of the elevation
10 of the ground floor.

5. **Exterior Lighting.**

11 Buildings shall contain pedestrian scaled exterior lighting on all street-facing
12 elevations. Said lighting shall be mounted on the first story, evenly spaced and
13 directed in a manner that illuminates the ground plane. All bulbs shall be shielded
14 and not directly visible.

G. **Site Design.**

1. **Site Amenities.**

- 15 a. One area of outdoor seating for commercial use must be provided on site.
- 16 b. Significant shared site amenity must be provided and included on the PUD
17 Final Plan and approved by the Zoning Administrator.

2. **Drive-thru and pick-up facilities.**

18 One vehicular pick-up window is permitted on the north side of the building.
19 Within the interior cut-through of the building, one vehicular pick-up window on
20 the north side of the cut-through and one drive-thru on the south side of the cut
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through is permitted. Signage for pedestrians and drivers is required. Stacking and vehicular circulation must not have negative impacts on the public streets.

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2 **3. Dumpsters, Refuse containers and Outdoor Storage.**

3 Dumpsters, refuse containers and outdoor storage areas shall be visually screened
4 from adjacent public right-of-way by permanent walls. Dumpsters and refuse
5 containers shall contain permanent walls on at least three (3) sides with the
6 service opening not directly facing any public right-of-way or residentially zoned
7 property. The fourth side shall incorporate a metal gate to visually screen the
8 dumpsters or refuse containers. Any permanent walls shall be constructed or clad
9 with the same materials used for the primary building.

7 **4. Loading Facilities.**

8 Loading docks are not permitted.

9 **5. Parking Lot Interior Landscaping.**

10 A minimum of five (5) percent of the internal surface area of the parking lot shall
11 be landscaped with plant material through the use of planter islands and
12 peninsulas.

12 **6. Pedestrian Circulation.**

13 Separate vehicular and pedestrian circulation systems shall be provided. Adjacent
14 properties may share pedestrian circulation systems that connect to public
15 sidewalks with Zoning Administrator approval. At points of pedestrian and
16 vehicular conflict, striping shall be required for pedestrian safety. An on-site
17 system of pedestrian walkways shall be provided between building entrances and
18 the following:

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- 18 a. Parking lots or parking structures that serve each primary building;
 - 19 b. Any public sidewalk or multi-use path along the perimeter of the lot;
 - 20 c. Entrances of other buildings on the site;
 - 21 d. Any sidewalks or walkways on adjacent properties that extend to the
22 boundaries shared with the commercial development; and
 - 23 e. Adjacent pedestrian origins and destinations— including but not limited to
transit stops, residential development, office buildings, and retail

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shopping buildings— where deemed practical and appropriate by the
Zoning Administrator.

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2 **H. Signage.**

3 **1. Freestanding Sign.**

4 One (1) consolidated freestanding monument sign may be permitted, so as not to
5 exceed twenty (20) feet in height and must meet all of the other requirements of
6 the City of Fargo Sign Code.

7 **2. Prohibited Signs.**

- 8 a. Portable or Temporary Signs; and
9 b. Internally lighted signs, either monument or attached, directly facing 13 ½
10 Street South.

11 **3. Other Signage.**

12 All other signage not noted within this ordinance is per the City of Fargo Sign
13 Code.

14 **I. Prohibited Uses.**

- 15 1. Detention facilities;
16 2. Self-service storage;
17 3. Vehicle repair;
18 4. Limited vehicle Service;
19 5. Industrial uses;
20 6. Adult establishment; and
21 7. Off-premise advertising.

22 Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his
23 office so as to conform with and carry out the provisions of this ordinance.

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

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(SEAL)

Attest:

Steven Sprague, City Auditor

Timothy J. Mahoney, M.D., Mayor

First Reading:
Second Reading:
Final Passage:

FINANCE COMMITTEE

②

Project: PD Headquarters Building**Type:** Building Purchase Option**Location:** 105 25th Street North**Date of Hearing:** February 28, 2023

<u>Routing</u>	<u>Date</u>
City Commission	March 6, 2023
Project File	

Introduction:

Mike Redlinger, City Administrator, presented the attached cover memo and draft Notice of Intent to Purchase related to the acquisition of the Police headquarters building located at 105 25th Street North. The City of Fargo (City) has been operating under a lease agreement with the building owner, Red River Properties (RRP), since 2020.

Background:

The City began subleasing the warehouse space at 105 25th Street North from Border States Industries (BSI) in the fall of 2018. The warehouse space was renovated to meet the needs of Fargo PD's Field Services Division. Field Services moved in to the former warehouse space in December, 2017 and the Administrative and Investigative Services moved into the renovated office space in December, 2018. The BSI sublease period expired at the end of 2019.

Lease Agreement with Option to Purchase (City and RRP):

After the expiration of the initial BSI sublease period, RRP required that the City lease the building for a period of four years. After four years, the City would have the option of either purchasing the building or extending the lease. The RRP Lease Agreement defined the terms associated with the purchase option or lease extension option. If the City would choose the purchase option, the purchase price would be negotiated after completion of a certified appraisal. If the City would choose the lease extension option, the rental rate would be \$9.56 per square foot (105,790 square feet).

The RRP Lease Agreement requires a formal notification from the City on either the purchase option or lease extension option by June 30, 2023.

Motion:

On a motion by Dave Piepkorn, seconded by Steve Sprague, the Finance Committee voted to approve a formal notification to RRP of the City's intent to exercise the purchase option for the RRP building and land located at 105 25th Street North and 131 24th Street North.

COMMITTEE:	Present	Yes	No	Unanimous
				X
				Proxy
Tim Mahoney, Mayor	X			
Dave Piepkorn, City Commissioner	X			
Mike Redlinger, City Administrator	X			
Terri Gayhart, Director of Finance	X			
Steve Sprague, City Auditor	X			

ATTEST:



Tim Mahoney
Finance Committee Chair

C: Commissioners

February 27, 2023

MEMORANDUM

To: Finance Committee
From: Michael J. Redlinger, City Administrator
Bruce P. Grubb, PT Assistant City Administrator
Re: Red River Properties, LLP, Building Lease/Purchase Option

Introduction

On February 13, 2017, the City Commission approved a series of agreements related to a lease/acquisition of the Border States Electric (BSI) building at 105 25th Street North. The building consisted of 57,678 square feet of warehouse space and 48,112 square feet of office space. The lease agreement also included a surface parking lot at 131 24th Street North containing approximately 150 parking stalls. The building was owned by Red River Properties, LLP (RRP) which was leasing the building to BSI at that time.

The BSI lease expired at the end of 2019, at which point, the City began leasing the building from RRP. BSI also owned a building at 2401 3rd Avenue North, which housed their IT operations. An aerial view of the RRP and BSI properties is shown below.



RRP and BSI Buildings and Land

Background

The City began subleasing the warehouse space at 105 25th Street North from BSI in the fall of 2018. The warehouse space was renovated to meet the needs of Fargo PD's Field Services Division. Field Services moved in to the former warehouse space in December, 2017 and the Administrative and Investigative Services moved into the office space in December, 2018.

The separate, but related agreements that were approved in 2017 are summarized below:

- **Agreement (City, RRP and BSI)**
In this document, RRP approved a BSI sublease of the vacant warehouse space to the City. It also gave the City the first right of refusal to lease/purchase both the RRP building and the BSI building. It also established a purchase price for the existing furniture and fixtures in both the RRP building and the BSI building.
- **Sublease Agreement (City and BSI)**
This document defined the terms of the warehouse sublease between the City and BSI. The rental rate under the sublease agreement was \$9.00 per square foot (57,678 square feet).
- **Lease Agreement with Option to Purchase (RRP and City)**
This document defined the terms of the RRP building lease and option to purchase between the City and RRP. After the expiration of the sublease period (ending in 2019), RRP required that the City lease the entire building for a period of four years. After four years, the City would have the option to purchase the RRP building. The purchase price would be negotiated after completion of a certified appraisal. The rental rate under the lease agreement was \$8.65 per square foot (105,790 square feet). It also established the price of all furniture and fixtures at \$430,000. A copy of the Lease Agreement with Option to Purchase has been attached for your reference.
- **Lease Agreement with Option to Purchase (BSI and City)**
This document defined the terms of the BSI building lease and option to purchase between the City and BSI. After expiration of the sublease period (ending in 2019), the City would have the option to either lease or purchase the BSI building. The agreement required a commitment by the City to the lease/purchase option by March 1, 2018. The purchase price would be negotiated after completion of a certified appraisal. The rental rate under the lease agreement was \$8.65 per square foot (18,518 square feet). It also established the price of all furniture and fixtures at \$120,000.

Lease and/or Purchase Option

As described above, the City has an agreement with RRP that defines the terms of a RRP building lease extension or option to purchase. The agreement requires a formal notification from the City on the lease option or purchase option by June 30, 2023.

1. Purchase Option.

Although the purchase price is to be negotiated based on a fair market appraisal, the City Assessor currently has the assessed value at approximately \$8 million. It is recommended that the purchase

price be debt funded with a GO bond and the annual debt service obligation to be budgeted annual in place of the budgeted lease obligation.

2. Lease Option.

The lease option would allow up to two five-year extensions at the rental rates as listed below:

<i>Initial Term</i>	<i>1st Five Year Extension</i>	<i>2nd Five Year Extension</i>
2020 \$916,200 (\$8.72/SF)	2024 \$1,014,240 (\$9.56/SF)	2029 \$1,145,280 (\$10.54/SF)
2021 \$916,200 (\$8.72/SF)	2025 \$1,014,240 (\$9.56/SF)	2030 \$1,145,280 (\$10.54/SF)
2022 \$916,200 (\$8.72/SF)	2026 \$1,014,240 (\$9.56/SF)	2034 \$1,145,280 (\$10.54/SF)
2023 \$916,200 (\$8.72/SF)	2027 \$1,014,240 (\$9.56/SF)	2035 \$1,145,280 (\$10.54/SF)
Total \$3,664,800	2028 \$1,014,240 (\$9.56/SF)	2036 \$1,145,280 (\$10.54/SF)
	Total \$5,071,200	Total \$5,726,400

Suggested Motion:

Approve a formal notification to RRP of the City's intent to exercise the purchase option for the RRP building and land located at 105 25th Street North and 131 24th Street North.

Your consideration in this matter is greatly appreciated

- C: David Zibolski, Police Chief
- Terri Gayhart, Finance Director
- Nancy Morris, City Attorney

February xx, 2023

CERTIFIED MAIL

Landlord
3200 11th Street South
Unit 109
Fargo, ND 58104

RE: Notice of intent to purchase

Dear Landlord:

In accordance with the terms contained in Section 41 of our Lease Agreement with Option to Purchase dated February 21, 2017, the Tenant is exercising its option to purchase the Landlord property located at 105 25th Street North and 131 24th Street North, Fargo, North Dakota, as legally described on Exhibit A, together with the building located thereon,. This is formal notice from Tenant to Landlord that Tenant intends to purchase the property.

Sincerely,

Dr. Timothy J. Mahoney
Mayor
City of Fargo

Acknowledgement of Receipt

Red River Properties, LLC

Signature: _____

Printed Name & Title: _____

Date: _____

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Designated Depositories

DATE: February 15, 2023

Due to an Auditor's Office reorganization Jill Pagel will no longer be Deputy City Auditor and Angie Bear is being appointed as Deputy City Auditor, it is time to update our authorized signors.

I would like to designate all financial institutions and brokerage firms located in the City of Fargo as designated depositories of the City of Fargo in addition please designate PFM Financial Advisors Group as asset managers. Also, it is time to update the authorized signors of public funds.

Copies of the updated resolution will be forwarded to financial institutions located in the City.

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

Recommended Motion:

Approve the Resolution Authorizing Officers to make Deposits and Withdrawals and approve the Designated Depositories.

CITY OF FARGO RESOLUTION AUTHORIZING OFFICERS TO MAKE DEPOSITS AND WITHDRAWALS

WHEREAS, The City of Fargo, a municipal corporation existing under the laws of the State of North Dakota, must designate depositories of the funds of the City of Fargo,

NOW THEREFORE BE IT RESOLVED, That the Board of City Commissioners of the City of Fargo, North Dakota hereby designates any City of Fargo Financial Institution or Brokerage Firm and PFM Financial Advisors to be a depository of the funds of the City of Fargo, and that the said funds be subject to withdrawal upon checks, notes, drafts, bills of exchange, acceptances, undertakings or other orders for the payment of money when signed by two signatures of the following: Timothy J. Mahoney, Mayor; Terri Gayhart, Director of Finance, Angie Bear, Deputy City Auditor and Steven Sprague, City Auditor with one of the signatures being either Steven Sprague or Terri Gayhart.

BE IT FURTHER RESOLVED, That the depository institution is authorized to pay any such checks, notes, drafts, bills of exchange, acceptances, undertakings or other orders and also to receive the same for the credit of or in payment from the payee or any other holder without inquiry as to the circumstance of issue or the disposition of the proceeds thereof, even if drawn to the individual order of any signing officer or payable to said firm or others for his account, or tendered in payment of his individual obligation.

BE IT FURTHER RESOLVED, That any and all endorsements for or on behalf of the City of Fargo upon checks, drafts, notes or instruments for deposit or collection made with the said Firm may be written or stamped endorsements of the City of Fargo without any designation of the person making such endorsements.

BE IT FURTHER RESOLVED, That said Firm be promptly notified in writing by the City Auditor or any other officer of the City of Fargo of any change in these resolutions and that until it has actually received such notice in writing said Firm is authorized to act in pursuance of these resolutions.

WE FUTHER CERTIFY, That these resolutions are within the power of the Board of City Commissioners to pass as provided in the Home Rule Charter to the City of Fargo.

Adopted at the meeting of the Board of City Commissioners this 6th day of March 2023.

SEAL

Timothy J. Mahoney, Mayor

IN WITNESS WHEREOF, I have hereunto set my hand as City Auditor of the City of Fargo and affixed the corporate seal this 6th day of March, 2023.

Steven Sprague, City Auditor

The following are the Signatures of the authorized officers of the City of Fargo to sign for the deposited funds as adopted on March 6, 2023.

Timothy J. Mahoney, Mayor



Terri Gayhart, Director of Finance



Steven Sprague, City Auditor



Angie Bear, Deputy City Auditor



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

400

cc
 25.60
 2/28/23

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

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

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

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

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

Name of Organization or Group of People permit is issued to Essentia Health Fargo Foundation		Dates of Activity 3/23/23		If raffle, provide drawing date 3/23/23	
Organization or Group Contact Person Pamela Perleberg		Title or Position Director		Telephone Number 701-293-0495	
Business Address 3000 32nd Ave S		City Fargo		State ND	ZIP Code 58103
Mailing Address (if different)		City		State	ZIP Code
Site Name (where gaming will be conducted) Holiday Inn					
Site Address 3803 13th Ave S		City Fargo		ZIP Code 58103	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Heads + Tails	\$ 500 Scheels Gift Card	\$ 500
Heads + Tails	Apple Watch	\$ 350
Total (limit \$40,000 per year)		\$ 850-

Intended Uses of Gaming Proceeds
100% of Proceeds go to Essentia Health Fargo Foundation Cardiac Care

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

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

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

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

Organization or Group Contact Person

Name Pamela Perleberg	Title Director	Telephone Number 701-293-0495	E-mail Address pamela.perleberg@essentiahealth.org
Signature of Organization or Group's Top Official <i>Pamela Perleberg</i>		Title Director	Date 2/28/23



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

46

cc
 25.00
 2/27/23

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

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

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

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

Name of Organization or Group of People permit is issued to Gigis Playhouse	Dates of Activity March 24-23	If raffle, provide drawing date	
Organization or Group Contact Person Heather Lorenzen	Title or Position Exec. Director	Telephone Number 701-551-7529	
Business Address 3224 20th St. S	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code

Site Name (where gaming will be conducted)
Delta Hotel

Site Address 1635 42nd St SW	City Fargo	ZIP Code ND 58104	County Cass
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Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Heads/Tails	\$250 West Acres G.C.	\$250
Raffle	Gator wagon w/ Booze (see back)	\$1,171.59
50/50 Cash Raffle	50% of total dollars raised	\$4,000.00
Total (limit \$40,000 per year)		\$5,421.59

Intended Uses of Gaming Proceeds
Operations and programming

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

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

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

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

Organization or Group Contact Person

Name Heather Lorenzen	Title executive Director	Telephone Number 701-541-1183	E-mail Address hlorenzene@gigisplayhouse.org
Signature of Organization or Group's Top Official <i>Heather Lorenzen</i>		Title Executive Director	Date 2/27/23



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

40

CASH
 25.00
 2/21/23

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

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

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

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

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

Name of Organization or Group of People permit is issued to NDSU Lions Club	Dates of Activity 2/23/23 - 3/23/23	If raffle, provide drawing date 3-23-2023	
Organization or Group Contact Person Courtney Kunkel	Title or Position Fundraising Chair	Telephone Number 952-270-5349	
Business Address P O Box 6050 Dept 2837	City Fargo	State ND	ZIP Code 58108
Mailing Address (if different) P O Box 6050 Dept 2837	City Fargo	State ND	ZIP Code 58108
Site Name (where gaming will be conducted) A.Glenn Hill Center			
Site Address 1306 Centennial Blvd	City Fargo	ZIP Code 58108	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	1 Meat Bundle of \$100	\$100
Raffle	2 Meat Bundle of \$75	\$150
Raffle	3 Meat Bundles of \$50	\$150
Total (limit \$40,000 per year)		\$400

Intended Uses of Gaming Proceeds
 Purchasing Items to donate to Cass County Social Services

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

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

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

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

Organization or Group Contact Person

Name Courtney Kunkel	Title Fundraising Chair	Telephone Number 952-270-5349	E-mail Address Courtney.kunkel@ndsu.edu
Signature of Organization or Group's Top Official		Title President	Date 1-22-2023



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

Ad

CASH
25.00
2/24/23

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

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

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

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

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

Name of Organization or Group of People permit is issued to NDSU Sigma Alpha Professional Agricultural Sorority		Dates of Activity		If raffle, provide drawing date 3/25/2023	
Organization or Group Contact Person Morgan Vachal		Title or Position Fundraising Chair		Telephone Number 701-629-6436	
Business Address Dept. 2873 PO Box 6050		City Fargo		State ND	ZIP Code 58108-6050
Mailing Address (if different)		City		State	ZIP Code
Site Name (where gaming will be conducted) Jasper Hotel					
Site Address 215 Broadway N		City Fargo		ZIP Code 58102	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	Winter Basket	300.00
Total (limit \$40,000 per year)		

Intended Uses of Gaming Proceeds
The funds will be used for various budget items such as chapter trips, events, and fellowships.

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

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

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

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

Organization or Group Contact Person

Name Morgan Vachal	Title Fundraising Chair	Telephone Number 701-629-6436	E-mail Address morgan.e.vachal@ndsu.edu
Signature of Organization or Group's Top Official 		Title President	Date 02/13/2023

40

cc
25.00
2/28/23



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

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

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

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

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

Name of Organization or Group of People permit is issued to Veterans Honor Flight of ND/MN		Dates of Activity 3/6/23-3/5/24		If raffle, provide drawing date	
Organization or Group Contact Person Jane matejcek		Title or Position President		Telephone Number 701-238-7749	
Business Address PO Box 294		City Hankinson		State ND	ZIP Code 58048
Mailing Address (if different)		City		State	ZIP Code
Site Name (where gaming will be conducted) Speck's Bar					
Site Address 2611 main Ave		City Fargo		ZIP Code 58103	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Meat Raffle	Various cuts of meat	
	52 weeks x \$130/week (every Monday)	6760

Total (limit \$40,000 per year)	\$6,760
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Intended Uses of Gaming Proceeds
Money will support expenses to transport Veterans to Washington DC on the honor flight.

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: **\$14,200** (This amount is part of the total prize limit of \$40,000 per year)

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

Organization or Group Contact Person

Name Jane Matejcek	Title President	Telephone Number 701-238-7749	E-mail Address ladyjanemm@yahoo.com
Signature of Organization or Group's Top Official <i>Jane M Matejcek</i>		Title President	Date 2/28/23

5

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-22-F1 Type: Negative Final Balancing Change Order #3

Location: Citywide Date of Hearing: 2/27/2023

<u>Routing</u>	<u>Date</u>
City Commission	3/6/2023
PWPEC File	X
Project File	Jason Hoogland

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, regarding Negative Final Balancing Change Order #3 in the amount of \$-421,111.14, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #3 in the amount of \$-421,111.14, bringing the total contract amount to \$3,768,174.46.

On a motion by Steve Sprague, seconded by Bruce Grubb, the Committee voted to recommend approval of Negative Final Balancing Change Order #3 to Border States Paving.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #3 in the amount of \$-421,111.14, bringing the total contract amount to \$3,768,174.46 to Border States Paving.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: City Funds & Special Assessments

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Michael Redlinger, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

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

C: Kristi Olson



CHANGE ORDER REPORT
ASPHALT MILL & OVERLAY
IMPROVEMENT DISTRICT NO. PR-22-F1

Final Balancing
Change Order

SECTION 1 - RIVERWOOD ADDITION, SECTION 2 - NORTH OF THE DOWNTOWN,
 SECTION 3 - 28TH ST S & 9TH AVE S, SECTION 4 - LEMKE ADDITION, SECTION 5 -
 ROSE CREEK, SECTION 6 - GREENFIELD'S ADDITION, SECTION 7 - RIVER VIL
 ADDITION

Change Order No 3 Change Order Date 2/6/2023
 Contractor Border States Paving Inc

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

EXPLANATION OF CHANGE Change Order # 3

Section 5 - 2 new self leveling castings, fix gate valve box Section 6 - 1 new self leveling casting, fix rutted up sod Section 2 - manhole riser rings, standard manhole castings Section 3 - added 16" & 24" pavement markings Section 4 - fix gate valve box, new inlet grates. Section 2 - Rem & Repl Std casting, 7 extra riser rings

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Section 6		Remove Valley	SY	50	50	0	0	\$15.80	-\$790.00
		Gutter Reinf Conc							
									Section 6 Sub Total
Section 7		Remove Valley	SY	50	50	0	0	\$15.80	-\$790.00
		Gutter Reinf Conc							
									Section 7 Sub Total
Section 1		Rem & Repl Driveway 6"	SY	284.36	0	0	0	\$110.00	-\$11,000.00
		Thick Reinf Conc							

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 (\$)
Section 7		Rem & Repl Driveway 6" Thick Reinf Conc	SY	284.36	0	100	-100	0	\$121.00	-\$12,100.00
									Section 1 Sub Total	-\$11,000.00
Section 2		Rem & Repl Casting - Inlet	EA	-1	0	5	-5	0	\$1,600.00	-\$8,000.00
									Section 7 Sub Total	-\$12,100.00
Section 1		Rem & Repl Casting - Inlet	EA	-1	0	2	-2	0	\$1,600.00	-\$3,200.00
									Section 2 Sub Total	-\$8,000.00
Section 7		Rem & Repl Casting - Inlet	EA	-1	0	2	-2	0	\$1,600.00	-\$3,200.00
									Section 1 Sub Total	-\$3,200.00
Section 1		Rem & Repl Pavement 7" Thick Asph	SY	100		100	-100	0	\$55.00	-\$5,500.00
									Section 7 Sub Total	-\$3,200.00
Section 7		Rem & Repl Pavement 8" Thick Asph	SY	289.52	0	100	-100	0	\$68.00	-\$6,800.00
									Section 1 Sub Total	-\$5,500.00
		F&I Valley Gutter Reinf Conc	SY	50		50	-50	0	\$105.00	-\$5,250.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Section 6		F&I Valley Gutter Reinf Conc	SY	50			50	0	\$105.00	-\$5,250.00
									Section 7 Sub Total	-\$12,050.00
Section 3		F&I Detection Preformed Loop	EA	3			3	0	\$2,890.00	-\$8,670.00
									Section 6 Sub Total	-\$5,250.00
Section 1	1	Repair Inlet	EA	9	0		5	6	\$809.00	\$809.00
	3	Adjust Curb & Gutter - Mud/Sand Jack	LF	-2284	0		2000	3244	\$15.80	\$19,655.20
	4	Rem & Repl Curb & Gutter	LF	3949.25	0		1500	697.7	\$57.80	-\$46,372.94
	5	F&I Sidewalk 4" Thick Reinf Conc	SY	35.66	0		30	44.07	\$105.00	\$1,477.35
	6	F&I Sidewalk 6" Thick Reinf Conc	SY	148.44	0		130	111.86	\$94.60	-\$1,716.04
									Section 3 Sub Total	-\$8,670.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	7	Remove Sidewalk All Thicknesses All Types Adjust	SY	241.3399999999997	0	160	-7.94	152.06	\$15.80	-\$125.45
	8	Driveway - Mud/Sand Jack	SF	-1009	0	2000	1284	3284	\$4.20	\$5,392.80
	10	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	3596.1099999999997	0	2350	-219.65	2130.35	\$75.00	-\$16,473.75
	11	Rem & Repl Casting - Self Leveling	EA	8	0	5	1	6	\$2,500.00	\$2,500.00
	12	Casting to Grade - no Conc	EA	15	0	8	-1	7	\$500.00	-\$500.00
	14	Mill / Grind Asphalt Pvmnt Along Curb	LF	10538.5	0	9014	50	9064	\$3.00	\$150.00
	15	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	841.47	0	2868	-212.4	2655.6	\$5.00	-\$1,062.00
	16	Sodding	SY	1596.32	0	500	-349.5	150.5	\$49.40	-\$17,265.30
								Section 1 Sub Total		-\$53,531.14

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 (\$)
Section 2	18	Repair Inlet	EA	10	0	6	1	7	\$809.00	\$809.00
	19	F&I Repair Band 4" thru 12" Dia	EA	9.5	0	6	-2	4	\$1,160.00	-\$2,320.00
	20	Adjust Curb & Gutter - Mud/Sand Jack	LF	1375	0	5000	1903	6903	\$15.80	\$30,067.40
	21	Rem & Repl Curb & Gutter	LF	3947.25	0	2000	-1304.3	695.7	\$57.80	-\$75,388.54
	22	F&I Sidewalk 4" Thick Reinf Conc	SY	110.66	0	140	-20.93	119.07	\$89.30	-\$1,869.05
	23	F&I Sidewalk 6" Thick Reinf Conc	SY	375.56	0	382	-43.02	338.98	\$99.90	-\$4,297.70
	24	Remove Sidewalk All Thicknesses All Types	SY	516.79	0	522	-94.49	427.51	\$15.80	-\$1,492.94
	25	Adjust Driveway - Mud/Sand Jack	SF	552	0	3000	1845	4845	\$4.20	\$7,749.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	26	Rem & Repl Driveway 6" Thick Reinf Conc	SY	289.40000000000003	0	100	-94.96	5.04	\$110.00	-\$10,445.60
	27	F&I Det Warn Panels Cast Iron	SF	832	0	832	-8	824	\$57.80	-\$462.40
	28	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	7696.199999999999	0	6500	-269.56	6230.44	\$80.00	-\$21,564.80
	29	Rem & Repl Casting - Self Leveling	EA	53	0	58	-7	51	\$2,500.00	-\$17,500.00
	30	Casting to Grade - no Conc	EA	20	0	17	-5	12	\$400.00	-\$2,000.00
	31	GV Box to Grade - no Conc	EA	38	0	37	-5	32	\$100.00	-\$500.00
	32	Rem & Repl Pavement 8" Thick Asph	SY	456.66999999999996	0	400	-232.85	167.15	\$70.00	-\$16,299.50
	33	Mill / Grind Asphalt Pvmnt Along Curb	LF	30802.5	0	30744	-1416	29328	\$3.50	-\$4,956.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	34	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	3796.9700000000003	0	3000.0000000000005	2611.1	5611.1	\$5.00	\$13,055.50
	35	Sodding	SY	1923.82	0	700	-222	478	\$49.40	-\$10,966.80
	36	Paint Epoxy Line 4" Wide	LF	2429	0	2390	-30	2360	\$3.70	-\$111.00
	37	Paint Epoxy Line 8" Wide	LF	338	0	337	-4	333	\$7.35	-\$29.40
	38	Paint Epoxy Line 16" Wide	LF	67	0	92	-4	88	\$24.20	-\$96.80
	39	Paint Epoxy Line 24" Wide	LF	188	0	248	-6	242	\$28.90	-\$173.40
	40	Paint Epoxy Message	SF	1816	0	1816	56	1872	\$18.90	\$1,058.40
Section 3	42	Repair Inlet	EA	8	0	3	2	5	\$809.00	\$1,618.00
	43	F&I Repair Band 4" thru 12" Dia	EA	6	0	2	-1.5	0.5	\$1,160.00	-\$1,740.00
	44	Adjust Curb & Gutter - Mud/Sand Jack	LF	-3582	0	1000	946	1946	\$15.80	\$14,946.80
									Section 2 Sub Total	-\$117,734.63

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 (\$)
	45	Rem & Repl Curb & Gutter F&I	LF	3885.5	0	1000	-366.05	633.95	\$57.80	-\$21,157.69
	46	Sidewalk 6" Thick Reinf Conc	SY	118.21000000000001	0	70	11.63	81.63	\$94.60	\$1,100.20
	47	Remove Sidewalk All Thicknesses All Types	SY	160.58999999999997	0	70	1.31	71.31	\$15.80	\$20.70
	48	Adjust Driveway - Mud/Sand Jack	SF	-3673	0	1000	-380	620	\$4.20	-\$1,596.00
	49	Rem & Repl Driveway 7" Thick Reinf Conc	SY	100	0	100	-91.37	8.63	\$121.00	-\$11,055.77
	51	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	3612.5299999999997	0	2300	-153.23	2146.77	\$80.00	-\$12,258.40
	56	Rem & Repl Pavement 9" Thick Asph	SY	500	0	500	-114.56	385.44	\$75.00	-\$8,592.00
	57	Mill / Grind Asphalt Pvmnt Along Curb	LF	10274.5	0	8961	-161	8800	\$3.50	-\$563.50

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	58	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	-1380.7199999999998	0	400	33.41	433.41	\$5.00	\$167.05
	59	Sodding Paint Epoxy	SY	1579.82	0	300	-166	134	\$49.40	-\$8,200.40
	60	Line 4" Wide	LF	1214	0	1190	-45	1145	\$3.70	-\$166.50
	61	Paint Epoxy Line 8" Wide	LF	156	0	152	-1	151	\$6.30	-\$6.30
Section 4	64	Adjust Curb & Gutter - Mud/Sand Jack	LF	-4664	0	1000	-136	864	\$15.80	-\$2,148.80
	65	Rem & Repl Curb & Gutter F&I	LF	3473.85	0	300	-77.7	222.3	\$57.80	-\$4,491.06
	66	Sidewalk 6" Thick Reinf Conc	SY	119.87	0	54.000000000000001	29.29	83.29	\$94.60	\$2,770.83
	67	Remove Sidewalk All Thicknesses All Types	SY	159.59999999999997	0	53.999999999999999	16.32	70.32	\$15.80	\$257.86
									Section 3 Sub Total	-\$47,483.81

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 (\$)
	68	Adjust Driveway - Mud/Sand Jack	SF	-525	0	4000	-232	3768	\$4.20	-\$974.40
	70	F&I Asphalt Pavement FAA 43 w/ PG58H-34 Mill / Grind	Ton	2947.89	0	2400	-917.87	1482.13	\$90.00	-\$82,608.30
	73	Asphalt Pvmt 1" to 2" Thick	SY	-1730.1299999999999	0	200	-116	84	\$20.00	-\$2,320.00
	75	Sodding	SY	1524.82	0	200	-121	79	\$49.40	-\$5,977.40
Section 5	77	Repair Inlet	EA	16	0	16	-3	13	\$809.00	-\$2,427.00
	79	Adjust Curb & Gutter - Mud/Sand Jack	LF	-1728	0	3000	800	3800	\$15.80	\$12,640.00
	80	Rem & Repl Curb & Gutter	LF	6014.95	0	3000	-236.6	2763.4	\$57.80	-\$13,675.48
	81	F&I Sidewalk 4" Thick Reinf Conc	SY	22.86	0	16	15.27	31.27	\$105.00	\$1,603.35
Section 4 Sub Total										
-\$95,491.27										

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 (\$)
	82	F&I Sidewalk 6" Thick Reinf Conc	SY	170.20000000000002	0	149	-15.38	133.62	\$110.00	-\$1,691.80
	83	Remove Sidewalk All Thicknesses All Types	SY	224.7	0	135	0.42	135.42	\$15.80	\$6.64
	84	Adjust Driveway - Mud/Sand Jack	SF	1203	0	2000	3496	5496	\$4.20	\$14,683.20
	85	Rem & Repl Driveway 6" Thick Reinf Conc	SY	289.66	0	100	-94.7	5.3	\$110.00	-\$10,417.00
	86	F&I Det Warn Panels Cast Iron	SF	320	0	320	8	328	\$57.80	\$462.40
	87	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	6822.539999999999	0	5200	156.78	5356.78	\$80.00	\$12,542.40
	88	Rem & Repl Casting - Inlet	EA	3	0	2	2	4	\$1,600.00	\$3,200.00
	89	Casting to Grade - no Conc	EA	16	0	9	-1	8	\$500.00	-\$500.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	91	Rem & Repl Pavement 8" Thick Asph	SY	312.8499999999997	0	100	-76.67	23.33	\$70.00	-\$5,366.90
	92	Mill / Grind Asphalt Pvmnt Along Curb	LF	6486.5	0	4977	35	5012	\$3.25	\$113.75
	93	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	29900.73	0	31600	114.86	31714.86	\$2.50	\$287.15
	94	Sodding Paint Epoxy	SY	1763.03	0	600	-282.79	317.21	\$49.40	-\$13,969.83
	95	Line 4" Wide	LF	274	0	200	5	205	\$3.70	\$18.50
	97	Paint Epoxy Line 16" Wide	LF	4	0	23	2	25	\$24.20	\$48.40
Section 6	100	Repair Inlet	EA	13	0	14	-4	10	\$809.00	-\$3,236.00
	101	F&I Repair Band 4" thru 12" Dia	EA	10.5	0	7	-2	5	\$1,160.00	-\$2,320.00
	102	Adjust Curb & Gutter - Mud/Sand Jack	LF	-3217	0	2000	311	2311	\$15.80	\$4,913.80
Section 5 Sub Total										-\$2,442.22

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 (\$)
	103	Rem & Repl Curb & Gutter F&I	LF	5639.95	0	2000	388.4	2388.4	\$57.80	\$22,449.52
	104	Sidewalk 6" Thick Reinf Conc	SY	116.49000000000001	0	78	1.91	79.91	\$94.60	\$180.69
	105	Remove Sidewalk All Thicknesses All Types Adjust	SY	168.98999999999998	0	78	1.71	79.71	\$15.80	\$27.02
	106	Driveway - Mud/Sand Jack	SF	-2249	0	4000	-1956	2044	\$4.20	-\$8,215.20
	107	Rem & Repl Driveway 6" Thick Reinf Conc	SY	289.66	0	100	-94.7	5.3	\$110.00	-\$10,417.00
	109	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	3552.8999999999996	0	2200	-112.86	2087.14	\$80.00	-\$9,028.80
	110	Rem & Repl Casting - Inlet	EA	0	0	2	-1	1	\$1,600.00	-\$1,600.00
	111	Casting to Grade - no Conc	EA	9	0	2	-1	1	\$500.00	-\$500.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	112	GV Box to Grade - no Conc	EA	7	0	2	-1	1	\$100.00	-\$100.00
	113	Rem & Repl Pavement 8" Thick Asph	SY	1309.52	0	1000	20	1020	\$75.00	\$1,500.00
	114	Mill / Grind Asphalt Pvrnt 1" to 2" Thick	SY	15115.360000000002	0	17523	-593.51	16929.49	\$3.25	-\$1,928.91
	115	Sodding Paint Epoxy	SY	1778.99	0	400	-66.83	333.17	\$49.40	-\$3,301.40
	116	Line 4" Wide	LF	170	0	100	1	101	\$3.70	\$3.70
Section 7	123	Adjust Curb & Gutter - Mud/Sand Jack	LF	-4068	0	1000	460	1460	\$15.80	\$7,268.00
	124	Rem & Repl Curb & Gutter	LF	3398.5499999999997	0	1000	-853	147	\$57.80	-\$49,303.40
	125	F&I Sidewalk 6" Thick Reinf Conc	SY	63.71000000000001	0	30	-2.87	27.13	\$105.00	-\$301.35
Section 6 Sub Total										-\$11,572.59

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	126	Remove Sidewalk All Thicknesses All Types Adjust	SY	112.66999999999999	0	30	-6.61	23.39	\$15.80	-\$104.44
	127	Driveway - Mud/Sand Jack	SF	-3057	0	1000	236	1236	\$4.20	\$991.20
	129	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2716.39	0	1200	50.63	1250.63	\$82.00	\$4,151.66
	130	Rem & Repl Casting - Self Leveling	EA	13	0	10	1	11	\$2,500.00	\$2,500.00
	133	Mill / Grind Asphalt Pvmt Along Curb	LF	6492	0	5000	17.5	5017.5	\$3.50	\$61.25
	134	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	-731.4599999999998	0	1106	-23.33	1082.67	\$5.00	-\$116.65
	135	Sodding	SY	1508.12	0	300	-237.7	62.3	\$49.40	-\$11,742.38
Change Order 3	139	F&I Casting - Inlet	EA	0	0	0	3	3	\$333.33	\$999.99
									Section 7 Sub Total	-\$46,596.11

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 (\$)
	140	Rem & Repl Casting - Std Manhole	EA	0	0	0	7	7	\$1,573.01	\$11,011.07
	141	Rem & Repl Casting - Self Leveling	EA	4	0	0	2	2	\$2,500.00	\$5,000.00
	142	Rem & Repl Casting - Self Leveling	EA	3	0	0	1	1	\$2,500.00	\$2,500.00
	143	GV Box to Grade - Blvd	EA	-2	0	0	1	1	\$170.07	\$170.07
	144	GV Box to Grade - Blvd	EA	-1	0	0	2	2	\$170.07	\$340.14
	145	Paint Epoxy Line 16" Wide	LF	2	0	0	23	23	\$24.20	\$556.60
	146	Paint Epoxy Line 24" Wide	LF	6	0	0	60	60	\$28.90	\$1,734.00
	147	Special Bid Item A	LS	-2	0	0	1	1	\$220.00	\$220.00
	148	Special Bid Item A	LS	-2	0	0	1	1	\$1,758.75	\$1,758.75
									Change Order 3 Sub Total	\$24,290.62

Summary

Source Of Funding	special assessment/city funds
Net Amount Change Order # 3 (\$)	-\$421,111.14
Previous Change Orders (\$)	\$4,400.00
Original Contract Amount (\$)	\$4,184,885.60
Total Contract Amount (\$)	\$3,768,174.46

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

APPROVED
 For Contractor
 Title

Joel Parr
 Border States Paving Inc.
 Fargo Area Manager

APPROVED DATE
 Department Head
 Mayor
 Attest





February 27, 2023

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

**Re: Memorandum of Offer to Landowner
Permanent & Temporary Easements – Improvement District #UN-23-A1**

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent & temporary easement in association with Improvement District #UN-23-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a permanent & temporary easement from **North Dakota State University** in association with Improvement District #UN-23-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement documents on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,

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

Shawn G. Bullinger
Land Acquisition Specialist

C: Nathan Boerboom
Kasey D. McNary

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project UN-23-A1	County Cass	Parcel(s) 60-0000-01700-010 & 60-0000-01730-010
Landowner North Dakota State University		
Mailing Address NDSU Dept 3000, PO Box 6050 Fargo, ND 58108-6050		

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

See enclosed easement(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 26,006.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	26,006.00
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	26,006.00

*Description of Damages to Remainder are as follows:

[Empty box for description of damages to remainder]

Shawn G. Bullinger
Owner Signature
Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

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

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

Timothy J. Mahoney
MAYOR

SIGNATURE

DATE

EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that the **STATE OF NORTH DAKOTA**, and the **NORTH DAKOTA STATE BOARD OF HIGHER EDUCATION ON BEHALF OF NORTH DAKOTA STATE UNIVERSITY OF AGRICULTURE AND APPLIED SCIENCE**, 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 them in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, a temporary construction easement over, upon and in the land hereinafter described for the purpose of constructing a water main and activities appurtenant thereto, said land being more particularly described as follows (represented in Exhibit A attached hereto and made a part hereof):

TEMPORARY CONSTRUCTION EASEMENT 1

That part of the Northwest Quarter of Section 22, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described in the following (5) tracts:

- 1) The East 20.00 feet of the West 970.00 feet of the North 65.00 feet.
- 2) The East 20.00 feet of the West 190.00 feet, excepting therefrom the North 45.00 feet, also excepting therefrom the South 30.00 feet of the North 546.45 feet.

- 3) The South 20.00 feet of the North 65.00 feet of the East 760.00 feet of the West 950.00 feet.
- 4) The South 20.00 feet of the North 516.45 feet of the West 170.00 feet, excepting therefrom a 99-foot-wide strip as described in Doc. No. 1285851, Records of Cass County.
- 5) The South 20.00 feet of the North 566.45 feet of the West 170.00 feet, excepting therefrom a 99-foot-wide strip as described in Doc. No. 1285851, Records of Cass County.

Said tracts all lie in the Northwest Quarter (NW1/4) and contain a total of 70,730 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT 2

That part of the Southwest Quarter of Section 22, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

The East 20.00 feet of the West 190.00 feet of the Southwest Quarter (SW1/4).

Said tract contains 52,892 square feet, more or less.

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

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

premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun. main and customary appurtenances was begun.

This Easement shall terminate on July 31, 2024.

[Signature pages to follow]

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

GRANTOR:

THE STATE OF NORTH DAKOTA

By: Doug Burgum, Governor

ATTEST:

STATE OF NORTH DAKOTA))
COUNTY OF BURLEIGH)

The foregoing instrument was acknowledged before me, this _____ day of _____, 2023 by Doug Burgum, Governor of the State of North Dakota.
(See N.D.C.C. § 47-19-14.5 et seq.)

By: Michael Howe, Secretary of State

**NORTH DAKOTA STATE
UNIVERSITY OF AGRICULTURE
AND APPLIED SCIENCE**

By: David J. Cook, President

ATTEST:

Bruce A. Bollinger, Vice President for
Finance & Administration

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 2023, before me, a notary public in and for said county and state, personally appeared David J. Cook and Bruce A. Bollinger to me known to be the President and Vice President for Finance and Administration, respectively, of NORTH DAKOTA STATE UNIVERSITY OF AGRICULTURE AND APPLIED SCIENCE, and that they executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)

Notary Public
My Commission Expires: _____

GRANTEE

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2023, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public
My Commission Expires: _____

The legal description was prepared by:
AE2S
4170 28th Avenue South
Fargo, ND 58104
(701) 364-9111

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

PERMANENT EASEMENT
(Water Main)

KNOW ALL MEN BY THESE PRESENTS that the **STATE OF NORTH DAKOTA**, and the **NORTH DAKOTA STATE BOARD OF HIGHER EDUCATION ON BEHALF OF NORTH DAKOTA STATE UNIVERSITY OF AGRICULTURE AND APPLIED SCIENCE**, 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 them 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 99 year easement 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 more particularly described as follows (and depicted on Exhibit A attached hereto):

EASEMENT 1

That part of the Northwest Quarter of Section 22, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described in the following (4) tracts:

- 1) The East 30.00 feet of the West 1,000.00 feet of the North 95.00 feet.
- 2) The East 30.00 feet of the West 220.00 feet, excepting therefrom the North 65.00 feet.
- 3) The South 30.00 feet of the North 95.00 feet of the East 750.00 feet of the West 970.00 feet.

- 4) The South 30.00 feet of the North 546.45 feet of the West 190.00 feet, excepting therefrom a 99-foot-wide strip as described in Doc. No. 1285851, Records of Cass County.

Said tracts all lie in the Northwest Quarter (NW1/4) and contain a total of 105,486 square feet, more or less.

EASEMENT NO. 2

That part of the Southwest Quarter of Section 22, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

The East 30.00 feet of the West 220.00 feet of the Southwest Quarter (SW1/4).

Said tract contains 79,336 square feet, more or less.

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

Grantor, their 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 _____ day of _____, 2023.

GRANTOR:

THE STATE OF NORTH DAKOTA

By: Doug Burgum, Governor

ATTEST:

STATE OF NORTH DAKOTA)

COUNTY OF BURLEIGH)

The foregoing instrument was acknowledged before me, this _____ day of _____, 2023 by Doug Burgum, Governor of the State of North Dakota.

(See N.D.C.C. § 47-19-14.5 et seq.)

By: Michael Howe, Secretary of State

**NORTH DAKOTA STATE
UNIVERSITY OF AGRICULTURE
AND APPLIED SCIENCE**

By: David J. Cook, President

ATTEST:

Bruce A. Bollinger, Vice President for
Finance & Administration

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 2023, before me, a notary public in and for said county and state, personally appeared David J. Cook and Bruce A. Bollinger to me known to be the President and Vice President for Finance and Administration, respectively, of NORTH DAKOTA STATE UNIVERSITY OF AGRICULTURE AND APPLIED SCIENCE, and that they executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)

Notary Public
My Commission Expires: _____

GRANTEE

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2023, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public
My Commission Expires: _____

The legal description was prepared by:
AE2S
4170 28th Avenue South
Fargo, ND 58104
(701) 364-9111

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

February 27, 2023

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

**Re: Memorandum of Offer to Landowner
Permanent Easement – Improvement District #BN-22-C1**

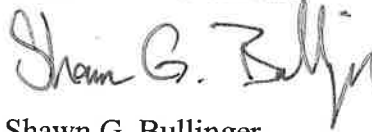
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent easement in association with Improvement District #BN-22-C1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a permanent easement from **North Dakota State University** in association with Improvement District #BN-22-C1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nathan Boerboom
Kasey D. McNary

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project BN-22-C1	County Cass	Parcel(s) 01-8616-00200-000
Landowner North Dakota State University		
Mailing Address NDSU Dept 3000, PO Box 6050 Fargo, ND 58108-6050		

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


See enclosed easement(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 3,300.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>3,300.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>3,300.00</u>

*Description of Damages to Remainder are as follows:

--



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



 Shawn G. Bullinger
 Land Acquisition Specialist, City of Fargo

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

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

Timothy J. Mahoney

 MAYOR

 SIGNATURE

 DATE

PERMANENT EASEMENT
(Sanitary Sewer)

KNOW ALL MEN BY THESE PRESENTS that the **STATE OF NORTH DAKOTA**, and the **NORTH DAKOTA STATE BOARD OF HIGHER EDUCATION ON BEHALF OF NORTH DAKOTA STATE UNIVERSITY OF AGRICULTURE AND APPLIED SCIENCE**, 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 them 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 99 year easement over, upon and in the land hereinafter described for the purpose of constructing, operating, maintaining and repairing a sanitary sewer, together with the customary appurtenances, said tract being more particularly described as follows (and depicted on Exhibit A attached hereto):

A 50.00 foot wide strip of land in Lot 2, Block 1 of NDSU WEST ADDITION to the City of Fargo, on file as document 1474053 at the Cass County Recorder's Office, Cass County, North Dakota centered on the following described line:

Commencing at the southeast corner of Lot 4, Block 4 of LAVERNE'S SECOND ADDITION to the City of Fargo, on file as document 1669995 at said Cass County Recorder's Office; thence South 02°20'07" East, on the east line of said LAVERNE'S SECOND ADDITION, said east line also being the west line of said NDSU WEST ADDITION, a distance of 15.00 feet to the point of beginning; thence North 87°53'51" East a distance of 125.00 feet to the east line of an existing 50.00 foot wide right-of-

way easement on file as document 1266490 at said Cass County Recorder's Office and there terminating.

Sidelines of said strip shall be lengthened or shortened so as to terminate on the east line of said LAVERNE'S SECOND ADDITION on the west and on the east line of said 50.00 foot wide right-of-way easement document 1266490 on the east.

Said strip contains 6,250 square feet, more or less.

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

Grantor, their successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said sanitary sewer and customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, 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 sanitary sewer including customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said sanitary 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 9th day of November, 2022.

GRANTOR:

THE STATE OF NORTH DAKOTA

Brent Sanford Lt. Gov for:
By: Doug Burgum, Governor

ATTEST:

STATE OF NORTH DAKOTA)
)
COUNTY OF BURLEIGH)

The foregoing instrument was acknowledged before me, this 9th day of November, 2022 by ~~Doug Burgum~~^{lt}, Governor of the State of North Dakota. Brent Sanford
(See N.D.C.C. § 47-19-14.5 et seq.)

Alvin A. Jaeger
By: Alvin A. Jaeger, Secretary of State

The Great Seal of the State of North Dakota is circular and features a central figure holding a staff with a star above it. The seal is surrounded by the text "GREAT SEAL" at the top and "STATE OF NORTH DAKOTA" at the bottom.

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 9th day of November, 2022.

GRANTOR:

THE STATE OF NORTH DAKOTA

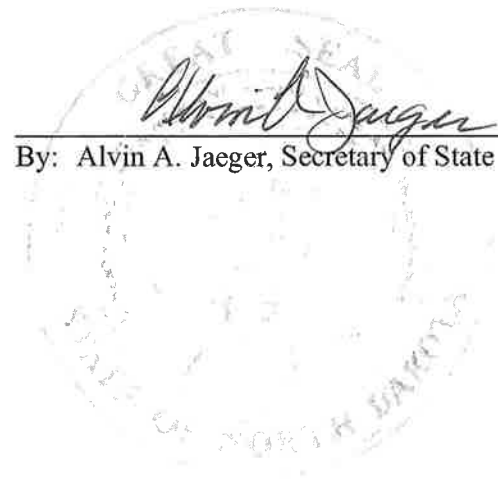
Brent Sanford Lt. Gov for:
By: Doug Burgum, Governor

ATTEST:

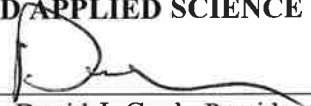
STATE OF NORTH DAKOTA)
)
COUNTY OF BURLEIGH)

The foregoing instrument was acknowledged before me, this 9th day of November, 2022 by ^{Brent Sanford}~~Doug Burgum~~, Governor of the State of North Dakota. (See N.D.C.C. § 47-19-14.5 et seq.)

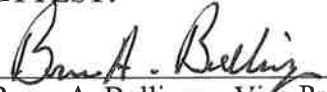
Alvin A. Jaeger
By: Alvin A. Jaeger, Secretary of State



**NORTH DAKOTA STATE
UNIVERSITY OF AGRICULTURE
AND APPLIED SCIENCE**


By: David J. Cook, President

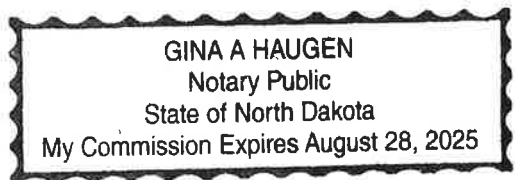
ATTEST:

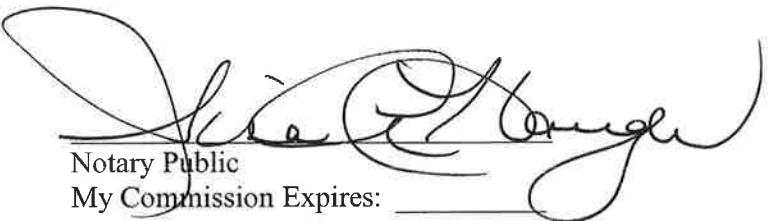

Bruce A. Bollinger, Vice President for
Finance & Administration

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 12 day of October, 2022, before me, a notary public in and for said county and state, personally appeared David J. Cook and Bruce A. Bollinger to me known to be the President and Vice President for Finance and Administration, respectively, of NORTH DAKOTA STATE UNIVERSITY OF AGRICULTURE AND APPLIED SCIENCE, and that they executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)





Notary Public
My Commission Expires: _____

GRANTEE

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


Timothy J. Mahoney, Mayor

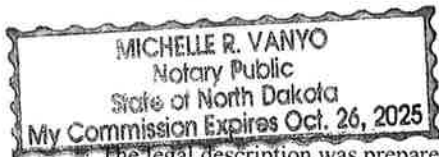
ATTEST:


Steve Sprague, City Auditor


STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 3 day of October, 2022, 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)

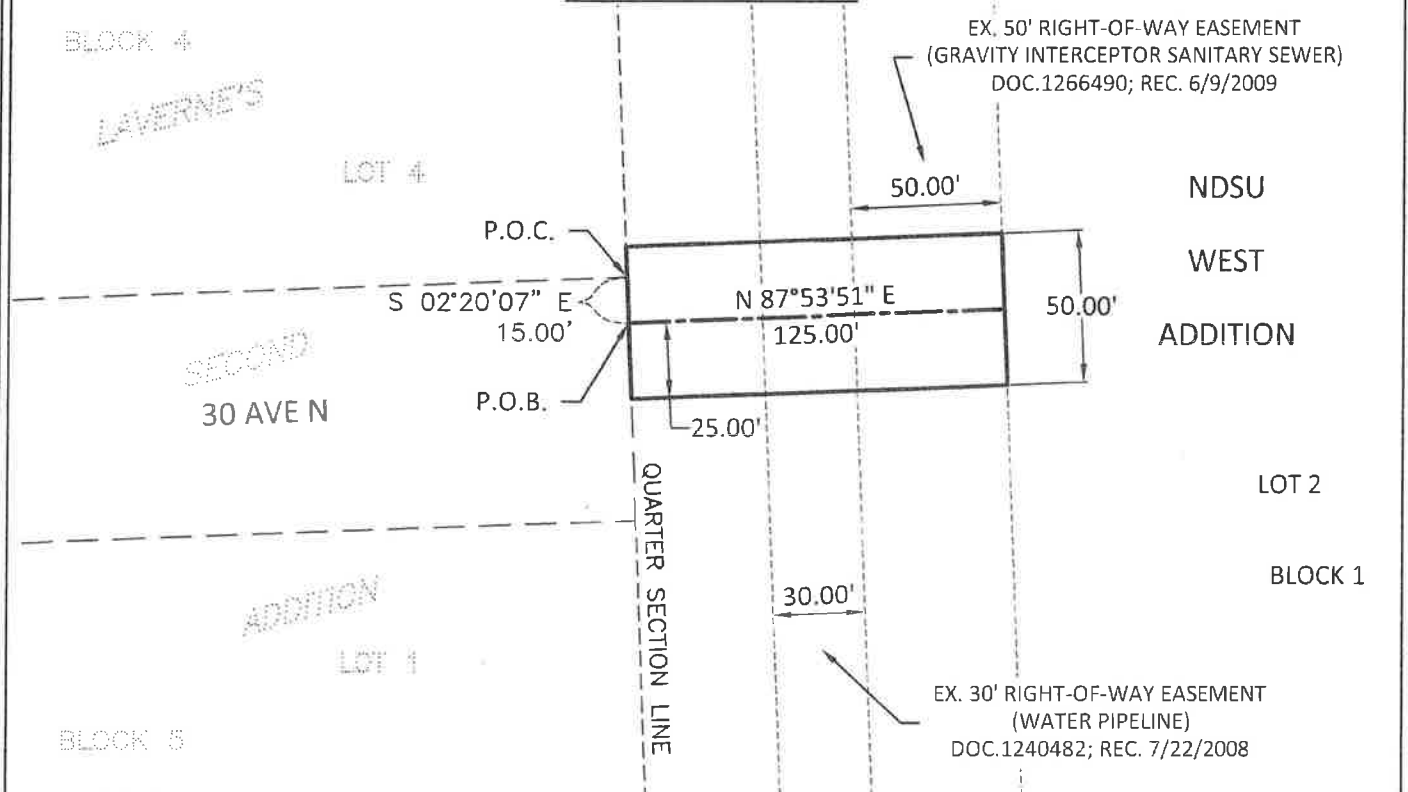


The legal description was prepared by:
Engineering Department
City of Fargo
225 4th Street North
Fargo, ND 58102
(701) 241-1545


Notary Public
My Commission Expires: _____

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

EXHIBIT A



Description:

A 50.00 foot wide strip of land in Lot 2, Block 1 of NDSU WEST ADDITION to the City of Fargo, on file as document 1474053 at the Cass County Recorder's Office, Cass County, North Dakota centered on the following described line:

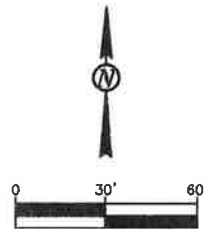
Commencing at the southeast corner of Lot 4, Block 4 of LAVERNE'S SECOND ADDITION to the City of Fargo, on file as document 1669995 at said Cass County Recorder's Office; thence South 02°20'07" East, on the east line of said LAVERNE'S SECOND ADDITION, said east line also being the west line of said NDSU WEST ADDITION, a distance of 15.00 feet to the point of beginning; thence North 87°53'51" East a distance of 125.00 feet to the east line of an existing 50.00 foot wide right-of-way easement on file as document 1266490 at said Cass County Recorder's Office and there terminating.

Sidelines of said strip shall be lengthened or shortened so as to terminate on the east line of said LAVERNE'S SECOND ADDITION on the west and on the east line of said 50.00 foot wide right-of-way easement document 1266490 on the east.

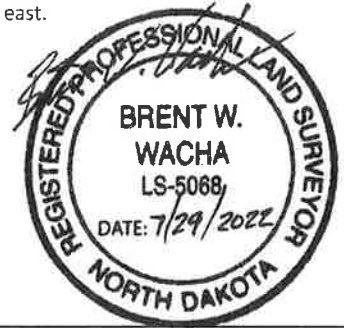
Said strip contains 6,250 square feet, more or less.

LEGEND

- NEW EASEMENT
- RIGHT-OF-WAY
- LOT LINE
- EXISTING EASEMENT



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



PERMANENT EASEMENT

LOT 2, BLOCK 1, NDSU WEST ADDITION,
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

ENGINEERING DEPT.	DRAWN BY: BWW	APPROVED BY: BWW	DATE: JULY 29, 2022	SHEET 1 OF 1
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COVER SHEET
CITY OF FARGO PROJECTS



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:

Asphalt Mill & Overlay

Project No. PR-23-F

Call For Bids	<u>March 6</u>	, <u>2023</u>
Advertise Dates	<u>March 15, 22 & 29</u>	, <u>2023</u>
Bid Opening Date	<u>April 12</u>	, <u>2023</u>
Substantial Completion Date	<u>August 11</u>	, <u>2023</u>
Final Completion Date	<u>September 11</u>	, <u>2023</u>

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

Project Engineer Jason Hoogland

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:

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



**ENGINEER'S REPORT
 ASPHALT MILL & OVERLAY
 PROJECT NO. PR-23-F
 19TH AVE N BETWEEN 18TH ST. N TO DAKOTA DR. N.**

Nature & Scope

Under this project, the City will be installing an asphalt overlay on 19th Avenue North.

Purpose

By installing this asphalt overlay, we are able to correct deficiencies in the street that have appeared over time. The overlay will also improve the drainage and ride quality, along with extending the life of the street.

Feasibility

The estimated cost of construction is \$568,127.00. The cost breakdown is as follows:


Paving			
Construction Cost			\$568,127.00
Fees			
Admin	4%		\$22,725.08
Contingency	5%		\$28,406.35
Engineering	10%		\$56,812.70
Interest	4%		\$22,725.08
Legal	3%		\$17,043.81
Total Estimated Cost			\$715,840.02
Funding			
State Funds - Other ND	100.00%		\$715,840.02

Project Funding Summary			
State Funds - Other ND	100.00%		\$715,840.02
Total Estimated Project Cost			\$715,840.02

This project does not have any alternate or optional containers.

We believe this project to be cost effective.




Thomas Knakmuhs, PE
Assistant City Engineer

COVER SHEET
CITY OF FARGO PROJECTS

9

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-23-B

Call For Bids	<u>March 6</u>	, <u>2023</u>
Advertise Dates	<u>March 15, 22 & 29</u>	, <u>2023</u>
Bid Opening Date	<u>April 12</u>	, <u>2023</u>
Substantial Completion Date	<u>October 6</u>	, <u>2023</u>
Final Completion Date	<u>October 27</u>	, <u>2023</u>

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

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-23-B
VARIOUS AREAS CITY WIDE.**

Nature & Scope

This project is for the installation of new sidewalk and for the reconstruction of sidewalk and curb ramps throughout the City of Fargo.

Purpose

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

Feasibility

The estimated cost of construction is \$665,415.00. The cost breakdown is as follows:

Assessed Sidewalks			
Construction Cost			\$503,535.00
Fees			
Admin	4%		\$20,141.40
Contingency	5%		\$25,176.75
Engineering	10%		\$50,353.50
Interest	4%		\$20,141.40
Legal	3%		\$15,106.05
Total Estimated Cost			\$634,454.10
Funding			
Sidewalk Assessments		100.00%	\$634,454.10

City Cost		
Construction Cost		\$161,880.00
Fees		
Admin	4%	\$6,475.20
Contingency	5%	\$8,094.00
Engineering	10%	\$16,188.00
Interest	4%	\$6,475.20
Legal	3%	\$4,856.40
Total Estimated Cost		\$203,968.80
Funding		
Sales Tax Funds - Infrastructure - 420	100.00%	\$203,968.80

Project Funding Summary		
Sales Tax Funds - Infrastructure - 420	24.33%	\$203,968.80
Sidewalk Assessments	75.67%	\$634,454.10
Total Estimated Project Cost		\$838,422.90

This project does not have any alternate or optional containers.

We believe this project to be cost effective.




 Thomas Knakmuhs, PE
 Assistant City Engineer

COVER SHEET
CITY OF FARGO PROJECTS

10

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

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

New Utility Construction

Project No. UN-23-B

Call For Bids	<u>March 6</u>	, <u>2023</u>
Advertise Dates	<u>March 15, 22 & 29</u>	, <u>2023</u>
Bid Opening Date	<u>April 12</u>	, <u>2023</u>
Substantial Completion Date	<u>September 30</u>	, <u>2023</u>
Final Completion Date	<u>October 31</u>	, <u>2023</u>

- X PWPEC Report (Attach Copy)
- X Engineer's Report (Attach Copy)
- X Direct City Auditor to Advertise for Bids
- X Bid Quantities (Attach Copy for Auditor's Office Only)
- N/A Notice to Property Owners (Dan Eberhardt)

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:

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

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. UN-23-B1 Type: Utility Infrastructure Request

Location: 44th Ave S, Drain 27 to 45th Street S Date of Hearing: 1/17/2023

<u>Routing</u>	<u>Date</u>
City Commission	<u>3/6/2023</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Satterlund</u>

The Committee reviewed a communication from Project Engineer, Jason Satterlund, regarding a utility infrastructure request for Lift Station 53 Sanitary Sewer Force Main near 44th Avenue South from Drain 27 to 45th Street South.

During heavy rain events the increased discharge of sanitary sewer lift station 53, located along 44th Avenue South west of Drain 27, overwhelms the local gravity sewer system between Drain 27 and 45th Street South. Sewer backup has been experienced by homes in the immediate area. This project would remove lift station 53 force main discharge from that local gravity sewer system and connect it directly to the 42" trunk sanitary sewer line along 45th Street South. Funding will be provided by City of Fargo Waste Water Utility Funds. Waste Water has requested this project and has included it in their 2023 budget.

Staff is recommending approval of the Infrastructure Request and inclusion in the 2023 Capital Improvement Plan.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of the Infrastructure Request.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC to approve the Infrastructure Request and direct Engineering to start design.

PROJECT FINANCING INFORMATION:


Recommended source of funding for project: Waste Water Utility Funds

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

COMMITTEE

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

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer



**ENGINEER'S REPORT
NEW UTILITY CONSTRUCTION
PROJECT NO. UN-23-B**

**SANITARY SEWER LIFT STATION 53 FORCE MAIN, NEAR
44TH AVENUE SOUTH AND 45TH AVENUE SOUTH
BETWEEN DRAIN 27 AND 45TH STREET SOUTH.**

Nature & Scope

This project would remove Lift Station 53 force main discharge from the local gravity sewer system and connect it directly to the 42" trunk sanitary sewer line along 45th Street South, alleviating sewer backup issues. The new force main will connect to the existing force main on the east side of Drain 27 and run approximately 1000' south along the east side of Drain 27. It will then turn east and run adjacent to existing City of Fargo owned detention basins between 45th Avenue South and 47th Avenue South until it reaches the west boulevard of 45th Street South where it will connect to an existing 42" sanitary sewer trunk main.

Purpose

This project as requested by City of Fargo Water Reclamation Department will alleviate surcharging of the gravity sanitary sewer system in the Osgood neighborhood bounded by Drain 27, 45th Street South, 40th Avenue South and 45th Avenue South during heavy rain events.

Feasibility

The estimated cost of construction is \$787,055.00. The cost breakdown is as follows:

Wastewater Utility			
Construction Cost			\$787,055.00
Fees			
Admin	4%		\$31,482.20
Contingency	10%		\$78,705.50
Engineering	6%		\$47,223.30
Interest	4%		\$31,482.20
Legal	3%		\$23,611.65
Total Estimated Cost			\$999,559.85
Funding			
Utility Funds - Wastewater - 521	100.00%		\$999,559.85


Miscellaneous Costs			
Outside Engineering			\$97,900.00
Total Miscellaneous Costs			\$97,900.00
Funding			
Utility Funds - Wastewater - 521	100.00%		\$97,900.00

Project Funding Summary			
Utility Funds - Wastewater - 521	100.00%		\$1,097,459.85
Total Estimated Project Cost			\$1,097,459.85

This project does not have any alternate or optional containers.

We believe this project to be cost effective.




Thomas Knakmuhs, PE
Assistant City Engineer

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

11

Type: Skyway Mosaic Project

Location: Broadway & 2nd Avenue North

Date of Hearing: 2/27/2023

<u>Routing</u>	<u>Date</u>
City Commission	<u>3/6/2023</u>
PWPEC File	<u>X</u>
Project File	<u>Kristy Schmidt</u>
	<u>Maegin Elshaug</u>

The Committee reviewed a communication from Civil Engineer, Kristy Schmidt and Planning Coordinator, Maegin Elshaug, regarding a public art project requiring installation of a mosaic using small tiles on a skyway pillar, located on Broadway near 2nd Avenue North.

In preparation for the project, the artist met with representatives from the Planning Department, Engineering Department, The City Auditor, and the Facilities Director. No initial concerns were raised about the placement of the mosaic. The Engineering Department will have the column inspected prior to the installation. The Skyway Committee has been informed about the potential project. The DCP and BID will also be notified.

Staff is recommending approval of the Skyway Mosaic Project and updated art concept.

On a motion by Tim Mahoney, seconded by Mark Williams, the Committee voted to recommend approval of the Skyway Mosaic Project, updated art concept, and license agreement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Skyway Mosaic Project, updated art concept, and license agreement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: None

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

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u><input checked="" type="checkbox"/></u>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Mark Williams</u>
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Ryan Erickson</u>
Michael Redlinger, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Bruce Grubb</u>
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson



Memorandum

To: Members of PWPEC

From: Kristy Schmidt, Civil Engineer
Maegin Elshaug, Planning Coordinator

Date: February 17, 2023

Re: Skyway Mosaic on Skyway Pillar

Background:

Tommy Schmidt (project manager) has proposed a public art project which requires the installation of a mosaic using small tiles on a skyway pillar, located on Broadway near 2nd Avenue North, adjacent to the Black Building. He is working with artist LesleyAnne Buegel, who is designing and installing the artwork.

In preparation for the project, the artist met with representatives from the Planning Department, Engineering Department, the City Auditor and the Facilities Director; no initial concerns were raised about the placement of the mosaic. The Engineering Department will have the column inspected prior to the installation of the mosaic tile work.

The Skyway Committee has been informed about the potential project, with no comments received. The DCP and BID will also be notified.

In May 2022, both the Arts and Culture Commission and City Commission approved funding for the project through an open call for public art projects. The project is \$10,000. A rendering of the design and additional project information is attached, along with a draft license agreement. Upon installation of the project and acceptance by the Planning Department, the City will be responsible for maintenance and removal. The project manager and artist will compile a document with product and material information, as well as maintenance information.

Recommended Motion:

Recommend approval of the Skyway Mosaic Project and updated art concept to City Commission.

ATTN: Fargo Arts & Culture Commission

Skyway Mosaic – Project Plan

The following budget was developed utilizing pricing information given to us by Ceramic Tileworks (Fargo, ND). The numbers shown have been rounded up to an appropriate price given anticipated material cost increases expected between now and the time of purchase:

Item	Cost	Description
Mosaic Tile (1x1 Porcelien Tile, final size TBD)	\$2,000	\$17/SF (86 SF of column)
Laticrete-Hydroban (2 Gal.)	\$250	Crack Isolation layer
Laticrete Trilite (30 lbs.)	\$75	Setting Materials
Laticrete Sanded Grout	\$50	UV protected grout
Lift Rental	\$1000	Lift rental for (5) days
Signage	\$50	Signage for installation
Exterior Paint (Color TBD)*	\$500	*Painting for underside of Skyway
Artist & Project Management Fee	\$5000	To be split by Artist and Project Manager
Total Project Cost:	\$10,000	See note below for more information

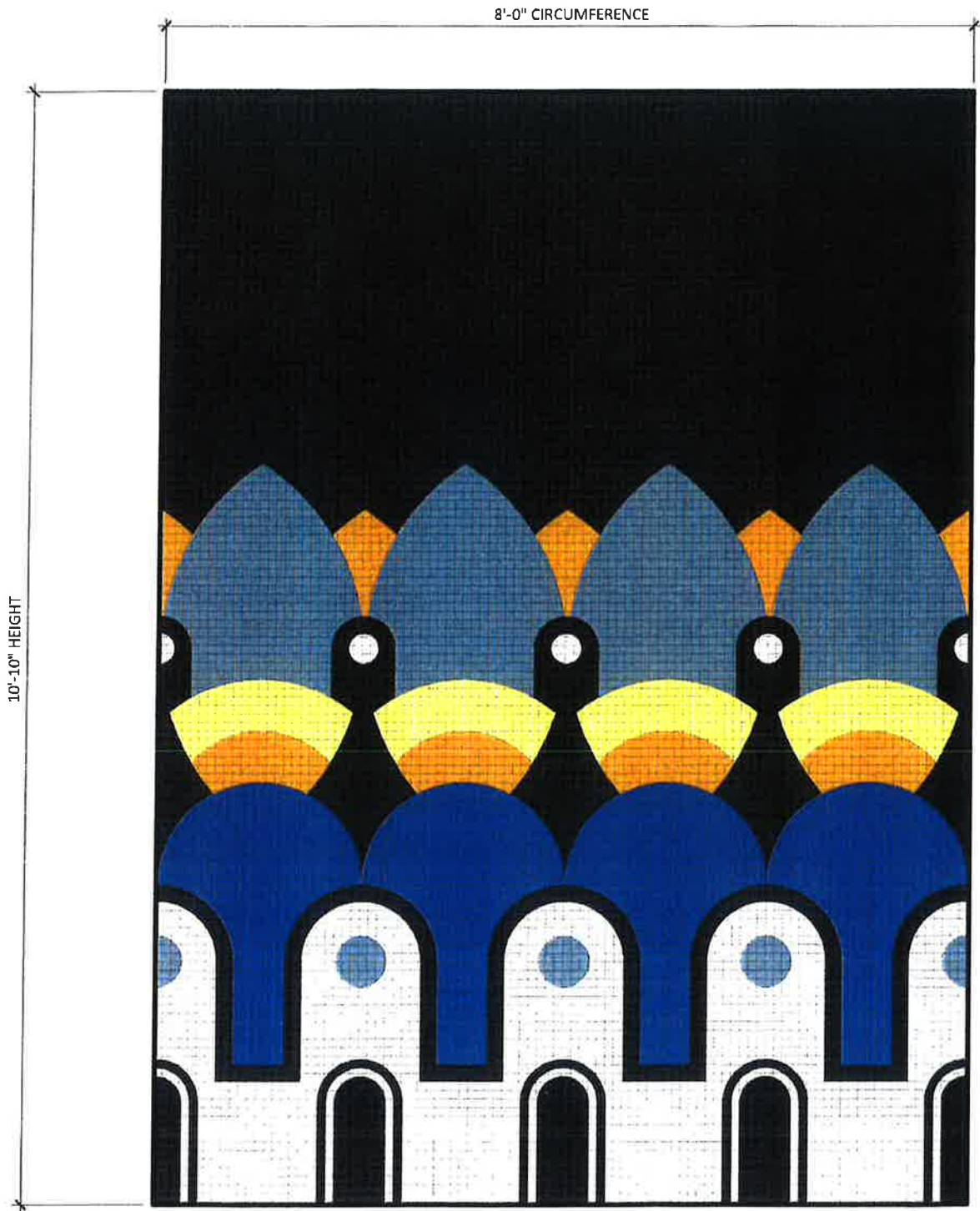
At the suggestion of Nicole Crutchfield at a meeting in June of 2022, \$10,000 was the number that was to be pursued, with any remaining money to be returned to the City of Fargo at the conclusion of the project.

The new project completion date will be the week of June 6th - 10th (weather depending). See below for a detailed breakdown of the project schedule with key dates to be coordinated with the City of Fargo and other Stakeholder:

- *October 2022:*
 - Confirmation of amendment to agreement to move project into 2023
- *October 2022 – December 2022:*
 - Finalize design of mosaic tile installation
 - To be reviewed by City of Fargo personnel
 - Present design to the Downtown Neighborhood Association, the Skyway Committee, and adjacent property owners
 - Feedback will be gathered and incorporated into design as Artist deems appropriate
- *Winter 2023:*
 - Mockup of design at small scale (to be completed by Artist)
- *Spring 2023:*
 - Purchase materials from Ceramic Tileworks/make lift reservation
 - Meet with City of Fargo and Downtown BID to discuss maintenance of final installation
 - Meet with Rachel at Reach Partners to begin planning of ribbon-cutting event
- *June 2023:*
 - Prep column for installation week prior
 - Week of June 6th – June 10th: installation of project (anticipated to last 4-5 days)
 - June 22nd: ribbon cutting event to coincide with Folkways Night Bazaar

Thank you for considering the project budget and schedule. We look forward to creating a unique, thoughtful, and beautiful addition of public art to Fargo. Please let us know if there is any other information you need from us.

Tommy Schmidt (Project Manager) and LesleyAnne Buegel (Artist)





**SKYWAY MOSAIC ARTWORK PROJECT
LICENSE AGREEMENT**

THIS “SKYWAY MOSAIC ARTWORK PROJECT LICENSE AGREEMENT” (hereinafter “Agreement”) is made and entered into on the ____ day of _____, 2023, by and between the CITY OF FARGO, a North Dakota municipal corporation, whose address is 225 4th Street North, Fargo, ND 58102 (hereinafter “City”), and THOMAS SCHMIDT, whose address is 923 14th Street South, Fargo ND 58103 (hereinafter “Project Manager”), and LESLEYANNE BUEGEL, whose address is 374 5th Street North, Fargo ND 58102 (hereinafter “Artist”). The City, Project Manager, and Artist shall be referred to herein as the “Parties.”

WHEREAS, Project Manager proposed and applied to produce a public art project for the City, which the City accepted and awarded the grant to Project Manager; and,

WHEREAS, the public art project will consist of a small tile mosaic affixed to skyway pillar on the west side of Broadway, near 2nd Avenue North (hereinafter “Skyway Mosaic Artwork Project”); and,

WHEREAS, the Project Manager has hired Artist for creation and installation of the Skyway Mosaic Artwork Project; and,

WHEREAS, the City, Project Manager and Artist entered into an agreement for the production of the Skyway Mosaic Artwork Project in exchange for grant funding, attached hereto as Attachment A; and,

WHEREAS, it is necessary for City, Project Manager and Artist to enter into this Agreement to establish terms of the license the Project Manager and Artist hereby grant to the City; and,

NOW, THEREFORE, based upon the mutual covenants and consideration as set forth herein, it is hereby agreed:

1. Project Manager and Artist warrant and represent that they are the sole legal owners of all right, title and interest in the Skyway Mosaic Artwork Project, including all related intellectual property interests such as trademarks and the sole and exclusive copyright in all artwork, and have the full right and authority to enter this Agreement and grant the rights granted in this Agreement.
2. The Skyway Mosaic Artwork Project that is the subject of this Agreement is that certain work of art described more fully as follows:

Small tile mosaic affixed to skyway pillar on the west side of Broadway, near 2nd Avenue North. The images will generally consist of repetitive geometric shapes in art deco style.

3. Artist hereby agrees to install the Skyway Mosaic Artwork Project, according to the specifications from the City and Project Manager, and shall be installed at no cost to the City. City assumes no liability during the installation process, including any damage to the City-owned skyway pillar. In the event damage does occur to any City-owned property or there is injury to persons or property caused by the installation of the Skyway Mosaic Artwork Project, Artist shall be solely responsible.
4. Project Manager and Artist shall indemnify, defend, and hold the City, their respective directors, officers, agents, and employees harmless for any losses, claims, or damages incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the display of the Skyway Mosaic Artwork Project.
5. Project Manager and Artist will retain the copyright of the Skyway Mosaic Artwork Project; however, Project Manager and Artist hereby grant to the City a license to reproduce said Skyway Mosaic Artwork Project as the same be necessary due to deterioration, weathering, or destruction in any manner of the original mosaic tiles; and to use the Skyway Mosaic Artwork Project in any media forum, postings, display, or reproduction for any purpose, including, without limitation, the purposes of promotion or any commercial or non-commercial purpose; including use in a documentary video or other story. Project Manager and Artist hereby consent to the unrestricted use of images in connection with any promotion of the City, including, but not limited to, any photographs of the Skyway Mosaic Artwork Project, the use of its name in connection, or the Project Manager and Artist associated therewith. Project Manager and Artist hereby grant to the City a license to use the Skyway Mosaic Artwork Project for said purposes.
6. Project Manager and Artist understand and agree that the display of the Skyway Mosaic Artwork Project is subject to the sole discretion of the City and any or all of the Skyway Mosaic Artwork Project may be removed at any time at the sole and exclusive discretion of the City. Except in the event of an emergency, when practicable, City shall give Artist three (3) days' notice of the Skyway Mosaic Artwork Project's removal and shall give the Project Manager the opportunity to take possession of the Skyway Mosaic Artwork Project. The City does not guarantee a specific length of time for the display of the Skyway Mosaic Artwork Project.
7. The parties understand and agree that Project Manager and Artist own said Skyway Mosaic Artwork Project, and upon the City's Final Acceptance of the artwork, ownership and any and all warranties given to Project Manager and Artist shall transfer entirely to City. Final Acceptance, shall, among others, be based on the following: Project is installed using industry accepted standards and per manufacturer's instructions; project is complete based on visual inspection; project is executed consistently with attached concept; and that the site is in the same condition after completion as it was prior to the start of the project.

8. This Agreement has been made and entered into under the laws of the state of North Dakota. The parties agree any litigation arising out of this Agreement will be venued in the District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
9. The failure or delay of the City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City to enforce each and every term of this Agreement.
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 of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.
11. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
12. Any modifications or amendments of this Agreement must be in writing and signed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

CITY OF FARGO,
a North Dakota municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

THOMAS SCHMIDT

Handwritten signature of Thomas Schmidt in black ink, written over a horizontal line.

Project Manager

LESLEYANNE BEUGEL

Handwritten signature of Lesleyanne Beugel in black ink, written over a horizontal line.

Artist

ACCEPTANCE

The City hereby formally accepts the Skyway Mosaic Artwork Project from Project Manager.

DATE: _____

Planning Department

12

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Amendment #1 - Right of Way Use Agreement

Location: 520 Main Avenue
Bell Bank Parking Ramp

Date of Hearing: 2/27/2023

<u>Routing</u>	<u>Date</u>
City Commission	<u>3/6/2023</u>
PWPEC File	<u>X</u>
Project File	<u>Kevin Gorder</u>

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding Amendment #1 to the Right of Way Use Agreement with Bell Bank for the rehabilitation of the building at 520 Main Avenue.

Bell Bank and Olaf Anderson are requesting to close 1st Avenue South as early as April 10 to place another level on the parking ramp. The crane set up will take about a 1 week and then 5 weeks of precast setting.

Staff supports this time frame and is seeking approval of the Right of Way Use Agreement Amendment.

On a motion by Steve Sprague, seconded by Ben Dow, the Committee voted to recommend approval of Amendment #1 to the Right of Way Use Agreement with Bell Bank and Olaf Anderson allowing closure of 1st Avenue South to expand the existing parking ramp.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Amendment #1 to the Right of Way Use Agreement with Bell Bank and Olaf Anderson allowing closure of 1st Avenue South.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u><input checked="" type="checkbox"/></u>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Mark Williams</u>
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Ryan Erickson</u>
Michael Redlinger, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Bruce Grubb</u>
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson



Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Kevin Gorder, Division Engineer
Date: February 24, 2023
Re: Bell Bank Parking Ramp Expansion – ROW Use Agreement Amendment
1st Avenue South Closure for Precast Placement

Background:

Bell Bank, along with their Contractor Olaf Anderson Construction, have been rehabilitating the existing building at 520 Main Avenue. They are also constructing an addition to this property along 1st Avenue South. Bell Bank and Olaf Anderson have a ROW Use Agreement that was executed in April of 2022. Olaf Anderson has shared with Engineering Bell Bank's desire to add a level to the parking ramp to add needed capacity to this ramp for their use. Olaf Anderson is looking into the logistics of completing this work and they are confident they could set a very large crane on 1st Avenue South and place precast concrete panels on the entire parking ramp with minimal impacts to Main Avenue.

Olaf Anderson has asked to close 1st Avenue South as early as April 10 to place a gravel blister on the roadway to better distribute loadings on the pavement. The crane set up will take about a week and then 5 weeks of precast setting on the parking ramp.

Engineering staff supports this time frame for a couple of reasons. First, 1st Avenue South is scheduled for reconstruction this summer with a possible start date of June 1. Completing this parking ramp expansion during April and early May still gives the City Contractor from June 1 to the end of October to complete the street reconstruction project. The second reason for supporting this time frame is completing this work prior to reconstructing the street is also beneficial since any damage to the pavement from the crane and the associated loadings will be repaired with the street reconstruction. Waiting until after the street reconstruction could result in pavement damage on a newly constructed road.

Olaf Anderson is asking for early approval so they can place the precast order and ensure they can place the precast pieces without delay.

Recommended Motion:

Approve the ROW Use Agreement Amendment with Bell Bank and Olaf Anderson allowing the closure of 1st Avenue South to expand the existing parking ramp.

KOG/klb
Attachment

Amendment to Right of Way Agreement

This Amendment amends that Right of Way Use Agreement between BELL BANK, a North Dakota State Bank (“Owner”), OLAF ANDERSON, INC., a North Dakota Corporation (“Contractor”), and the City of Fargo, a North Dakota Municipal Corporation (“City”), April 250, 2022 (“Right of Way Use Agreement”). For good and valuable consideration, hereby acknowledged, the parties agree to amend the Right of Way Use Agreement as follow:

1. The Right of Way Use Agreement between the parties allowed the closure of 1st Ave S and Broadway as needed to rehabilitate and construct an addition to the property at 520 Main Ave.
2. The Owner desires to expand the construction project to include adding another level to the parking ramp adjacent to the 520 Main Ave property. The parking ramp expansion would be completed by placing precast concrete pieces on the existing structure.
3. The Contractor has requested an additional closure on 1st Ave S from east of the parking garage at 500 Main to the west side of the Broadway intersection between April 10 and May 26 to complete this parking ramp expansion. The Contractor will build an aggregate pad approximately 12” thick to support the crane. A large crane would then be placed on

1st Ave S and all the precast concrete pieces would be lifted into place from 1st Ave S with minimal impacts to Main Avenue traffic.

4. City Engineering along with the Owner has proposed a rehabilitation project of 1st Ave S and Broadway in this area with a potential start date of June 1, 2023. The schedule proposed by the Contractor for the parking ramp expansion would not delay the proposed start date of the City rehabilitation project. Damage to 1st Ave S or Broadway caused by placement or operation of the crane or the delivery of the precast concrete, to the extent possible, will be repaired during the proposed rehabilitation project. In the event the City rehabilitation project does not proceed as proposed in 2023, any and all damage to 1st Ave S, Broadway, and any nearby roadway caused by the placement or operation of the crane, the delivery of the precast concrete, or any other operations of the Owners shall be repaired by the Owner, at its sole cost and expense.
5. If any damage is caused to the reconstructed roadway by the Contractor after completion of the proposed rehabilitation project by City, the Owner and Contractor shall be responsible for any and all repairs to the new roadway, at their sole cost and expense.
6. The parties to this Agreement are aware that the City will need to close the roadways to rebuild the roadway and the associated underground utilities during the proposed rehabilitation project. The parties further agree to work together so all projects in this area continue without unnecessary delay. The parties understand that the schedule for the proposed rehabilitation project will not be finalized until after the project is bid and a contract executed. Details on the coordination between projects will be defined in a separate amendment to the Right of Way Use Agreement.

7. The Owner and Contractor agree to maintain at least one access into the YMCA west parking lot at all times during the expansion of the parking ramp and closure of 1st Ave S.
8. All other terms and conditions of Right of Way Use Agreement not expressly amended herein shall remain in full force and effect.

Signature Pages Follow

Dated this 2 day of March, 2023.

Bell Bank
a North Dakota State Bank




Carrie Nett

SVP / Facilities Manager
Its:

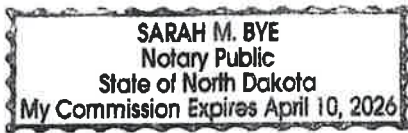
STATE OF NORTH DAKOTA)
) ss:
COUNTY OF CASS)

On this 2 day of March, 2023, before me personally appeared Carrie Nett of Bell Bank a North Dakota State Bank that is described in, and that executed the foregoing instrument, and acknowledged to me that such state bank executed the same.

(SEAL)



Notary Public



Dated this 1 day of March, 2023.

Olaf Anderson Construction, Inc.
a North Dakota Corporation

Jeff Furstenau
Jeff Furstenau

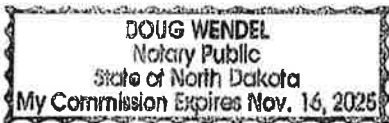
CEV
Its:

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

On this 1st day of March, 2023, before me personally appeared Jeff Furstenau of Olaf Anderson, a North Dakota corporation that is described in, and that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

(SEAL)

Doug Wendel
Notary Public



Dated this _____ day of _____, 2023.

City of Fargo, a North Dakota municipal corporation

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

ATTEST

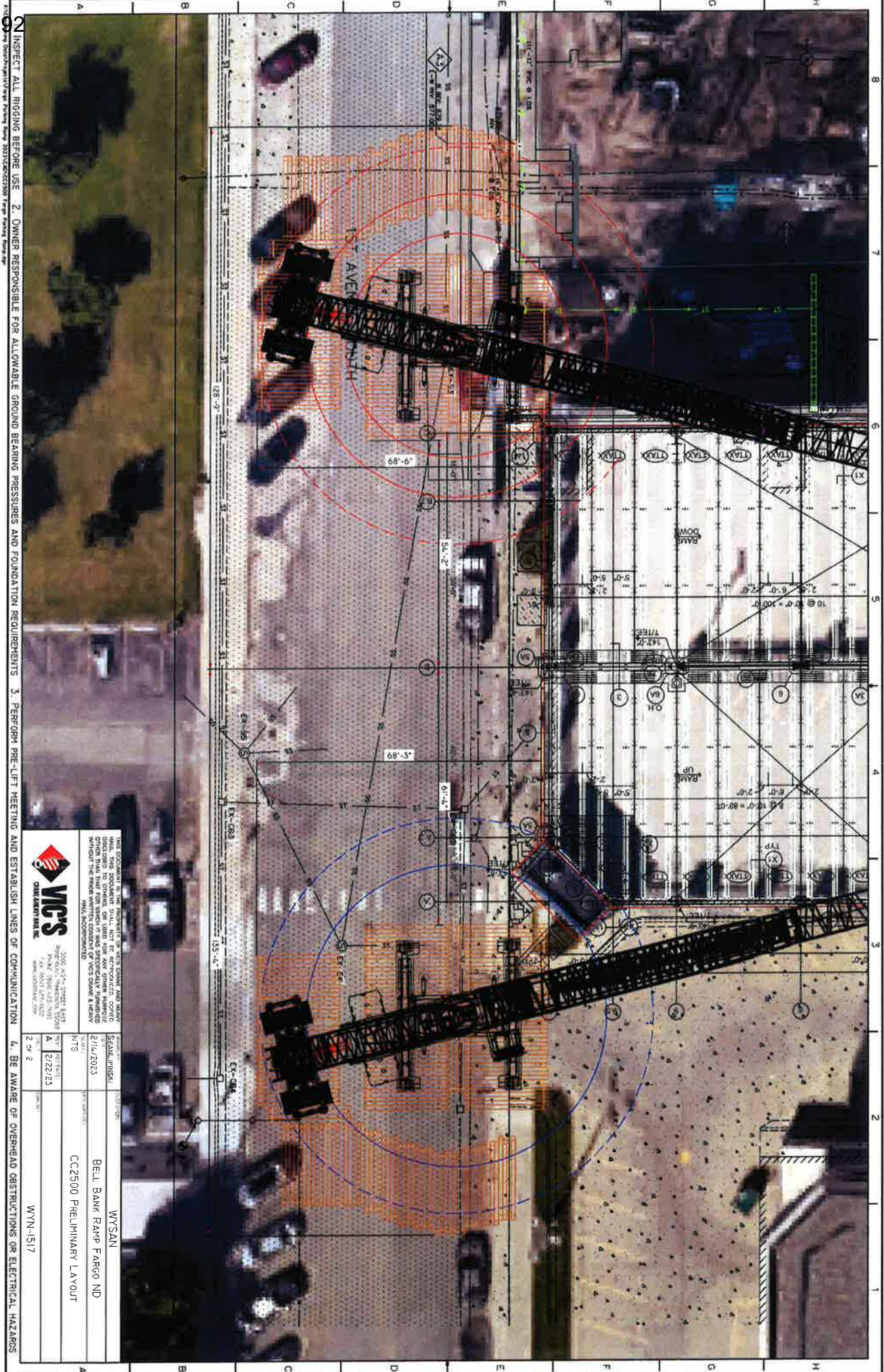
Steve Sprague, City Auditor

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, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

Notary Public
Cass County, ND
My Commission expires:

(SEAL)



INSPECT ALL RIGGING BEFORE USE 2. OWNER RESPONSIBLE FOR ALLOWABLE GROUND BEARING PRESSURES AND FOUNDATION REQUIREMENTS 3. PERFORM PRE-LIFT MEETING AND ESTABLISH LINES OF COMMUNICATION 4. BE AWARE OF OVERHEAD OBSTRUCTIONS OR ELECTRICAL HAZARDS

WCS
ONE EARTH INC.

3000 54th Street NW
Fargo ND 58103-1205
701.785.1234
www.wcsoneearth.com

THIS DOCUMENT IS THE PROPERTY OF WCS ENGINEERING AND ARCHITECTURE. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF WCS ENGINEERING AND ARCHITECTURE.

WYSAN	SEAN UNSKI	1/27/2023
BELL BANK RAMP FARGO ND		
CC2500 PRELIMINARY LAYOUT		
WYN-1517		

13

REPORT OF ACTION
FINANCE COMMITTEE

Improvement District: FM-19-C

Type: Settlement Agreement for Easement Acquisition

Location: 131 South Woodcrest Drive

Date of Hearing: February 28, 2023

<u>Routing</u>	<u>Date</u>
City Commission	3/6/2023
Project File	<u>Shawn Bullinger</u>

City Engineer, Brenda Derrig; Division Engineer, Nathan Boerboom; and Land Acquisition Specialist, Shawn Bullinger provided communication regarding the easement acquisition at 131 South Woodcrest Drive. Nathan Boerboom and Shawn Bullinger updated the Committee on the terms of the Settlement Agreement. Nathan discussed that we are now at a point of needing to either cancel the second phase of the Woodcrest Flood Mitigation project for this year and rebid it in 2024 or complete the remaining easement acquisition to allow it to move forward in 2023. The bid we received last year was a fair price from a good contractor that works well with the property owners. Trying to settle before any court proceedings avoids further attorney fees, the cost of completing new plans and rebidding of the project, and a likely increase in construction cost. Engineering is recommending approval of the Settlement Agreement.

Steve Sprague made the motion to approve the Settlement Agreement for the easement acquisition at 131 South Woodcrest Drive in the amount of \$118,000. The motion was seconded by Dave Peipkorn and all voted in favor.

MOTION:

Concur with the recommendation of the Finance Committee and approve and authorize the purchase of the flood protection easement at 131 South Woodcrest Drive from Stan Andrist and Jan Nelson in association with Project #FM-19-C and that the Mayor and City Auditor be instructed to execute the Settlement Agreement on behalf of the City of Fargo.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Tim Mahoney, Mayor	<u>X</u>	<u>X</u>		
Dave Peipkorn, City Commissioner	<u>X</u>	<u>X</u>		
Vacant				
Mike Redlinger, City Administrator	<u>X</u>	<u>X</u>		
Terri Gayhart, Director of Finance	<u>X</u>	<u>X</u>		
Steve Sprague, City Auditor	<u>X</u>	<u>X</u>		

Tim Mahoney, Finance Committee Chair



Memorandum

To: Finance Committee

From: Brenda Derrig, City Engineer; Nathan Boerboom, Division Engineer;
Shawn Bullinger, Right of Way Acquisition Specialist

Date: 2/27/2023

Re: FN-19-C Easement Acquisition at 131 South Woodcrest Drive, Stan Andrist and Jan Nelson

Engineering is currently completing the last neighborhood flood protection in north Fargo. With the anticipated completion of Woodcrest, we then plan to proceed with completing the Belmont and Harwood Groves/River Drive neighborhoods. There are two houses remaining in Belmont and one in Harwood Groves to acquire.

On November 9, 2021, Engineering started the easement acquisition process for this property with a letter of offer being sent. Since then we have been attempting to negotiate the easement acquisition but at times have had difficulty with the property owner be willing to engage and negotiate with us. By the end of 2022, we had all necessary easements acquired except for this property and in order to keep this flood protection project moving forward, we filed in court to start the eminent domain proceedings. Once we filed in court, the property owners hired an attorney, who assisted in getting the negotiations restarted. We have now come to an agreed price of \$113,000 plus \$5,000 for the attorney fees for a total of \$118,000.

Last year, we bid the complete Woodcrest project with the contract written in such a manner that we could cancel the second phase of the project, at no cost to the City, if we could not acquire the easements. We are now at a point of needing to either cancel the second phase and rebid for 2024 or complete the remaining easement acquisition to allow for it to move forward in 2023. The bid we received last year was a fair price from a good contractor that works well with the property owners. Trying to settle before court saved us from more attorney fees, the cost of completing new plans and rebidding the project, and a likely increase in construction cost.

I am asking the Finance Committee to approve the easement acquisition in the amount of \$118,000 for 131 South Woodcrest Drive.

Recommended Motion:

Approve and Authorize purchase of the flood protection easement at 131 South Woodcrest Drive from Stan Andrist and Jan Nelson in association with Project #FM-19-C and that the Mayor and City Auditor be instructed to execute the Settlement Agreement on behalf of the City of Fargo.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into by and between the **City of Fargo** ("City"), a North Dakota municipal corporation, and **Stanton L. Andrist** and **Jan C. Nelson**.

The above-named parties shall be collectively referred to as "the Parties."

RECITALS

- A. The City of Fargo is in the process of constructing and improving flood protection for multiple areas within its municipal boundaries.
- B. The City Commission passed a Resolution of Necessity on July 25, 2022 authorizing acquisition of certain property interests of 131 South Woodcrest Drive North for the construction and improvement of flood protection.
- C. Stanton L. Andrist and Jan C. Nelson (the "Owners") are the owners of **131 South Woodcrest Drive North, Fargo, North Dakota 58102**.
- D. The City commenced an eminent domain action against the Owners, which is currently venued in Cass County District Court as Case No 09-2023-CV-229 (the "Action"). The Owners appeared, through counsel, and filed an Answer.
- E. The parties through negotiations now desire to enter into this Settlement Agreement and Release in order to provide for full settlement and discharge of the claims and defenses which any party made, or could have made, by reason of the events described above and upon the terms and conditions set forth below.

AGREEMENT

The Parties agree as follows:

1.0 Conveyance of Easements. In exchange for the payment and other terms described herein, and other good and valuable consideration, which is hereby acknowledged, the Owners shall execute and deliver to the City, by no later than February 24, 2023, certain easements in the following described real property:

Parcel A

That part of Lot 9, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 9; thence South 33°16'40" East, along the westerly line of said Lot 9, for a distance of 104.24 feet to the true point of beginning; thence North 56°23'01" East for a distance of 90.04 feet to a point of intersection with the easterly line of said Lot 9; thence South 33°16'40" East, along the easterly line of said Lot 9, for a distance of 101.11 feet; thence South 54°50'46" West for a distance of 90.09 feet to a point of

intersection with the westerly line of said Lot 9; thence North 33°16'40" West, along the westerly line of said Lot 9, for a distance of 103.53 feet to the true point of beginning.

Said tract contains 9,213 square feet, more or less.

and

Parcel B

That part of Lot 9, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 9; thence South 33°16'40" East, along the westerly line of said Lot 9, for a distance of 104.24 feet to the true point of beginning; thence North 56°23'01" East for a distance of 90.04 feet to a point of intersection with the easterly line of said Lot 9; thence North 33°16'40" West, along the easterly line of said Lot 9, for a distance of 16.82 feet; thence South 50°29'01" West for a distance of 90.58 feet to a point of intersection with the westerly line of said Lot 9; thence South 33°16'40" East, along the westerly line of said Lot 9, for a distance of 7.51 feet to the point of beginning.

Said tract contains 1,096 square feet, more or less.

The Owners hereby agree to grant a perpetual easement for a levee and storm sewer overlying Parcel A, described above. The Owners hereby agree to grant a temporary construction easement overlying Parcel B effective until June 30, 2024. The easements are attached hereto and made part of this Agreement as **Exhibit A**, **Exhibit B**, and **Exhibit C**.

2.0 Payment by City. The City hereby agrees to pay to the Owners the total amount of One Hundred Eighteen Thousand Dollars and Zero Cents (\$118,000.00). This sum represents the amount of \$113,000 for acquisition of the above-described easements plus \$5,000 toward the reasonable attorney's fees incurred by the Owners in the Action. Before the City may issue payment to the Owners, this Agreement (signed by Owners) and the easements (executed by Owners) must be approved by the Board of City Commissioners for the City of Fargo at its next regularly scheduled meeting. The City hereby commits to placing the signed Agreement and executed easements on the agenda for the next regular meeting of the City Commission occurring on March 6, 2023. The City must also receive an IRS Form W-9 from the Owners before payment may be issued.

3.0 Other Construction Terms. The City hereby agrees that construction of the levee within the Parcel A property shall be completed within one construction season. The City also agrees to provide to the Owners notice two weeks in advance, prior to the commencement of any levee construction activities upon the Owners' property.

4.0 Release and Dismissal.

- 4.1 In consideration of the settlement amount set forth above, the Parties, on behalf of themselves, their heirs, and assigns, hereby release and forever discharge each other, from any and all claims, demands, obligations, actions, causes of action, rights, damages, appraisal fees, costs, expenses and compensation now in existence, whether known or unknown, of any nature whatsoever, which the Parties might have brought and which could, in any way, have arisen out of the events described in the Recitals above.
- 4.2 The Parties acknowledge and agree that the release and discharge set forth above is a waiver of all claims and defenses they might have asserted and a general release regarding causes of action they might have brought regarding the events described in the above Recitals including any obligation to pay damages, attorney's fees and costs. It is understood and agreed by the parties that this settlement is a compromise reached in order to resolve the Action described above.
- 4.3 The Parties waive the provisions of N.D.C.C. § 9-13-02, or any similar or other applicable state or federal statute or regulation, which provides that a general release does not extend to claims a creditor does not know or suspect to exist in its favor at the time of executing the release, which if known by it, would have materially affected the settlement with the debtor.
- 4.4 The Parties hereby agree to enter into a stipulation of dismissal of the Action within 30 days of the complete execution of this Agreement and that the stipulation of dismissal will be filed in the Action along with an order for dismissal and other appropriate documentation to have the Action dismissed with prejudice, and without costs, disbursements, or additional attorney's fees to any of the Parties.

5.0 Representation of Comprehension of Document. By entering into this Settlement Agreement and Release, the Owners represent that they have relied upon the advice of their attorneys and advisors, who are attorneys and advisors of their own choice, concerning the legal and income tax consequences of this Settlement Agreement and Release; that the terms of this Settlement Agreement and Release have been completely read and explained to the Owners by their attorneys; and that the terms of this Settlement Agreement and Release are fully understood and voluntarily accepted by the Owners.

6.0 Warranty of Capacity to Execute Agreement. The Owners represent and warrant that no other person or entity has, or has had, any interest in the premises or causes of action referred to in this Settlement Agreement and Release, except as otherwise set forth herein; that the Owners have the sole right and exclusive authority to execute this Settlement Agreement and Release and receive the sums specified in it; and that the Owners have not sold, assigned, transferred, conveyed or otherwise disposed of any of the premises or causes of action referred to in this Settlement Agreement.

7.0 Governing Law

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of North Dakota. Any action for enforcement shall be venued in the District Court for Cass County, North Dakota.

8.0 Additional Documents

All parties agree to cooperate fully and execute any and all supplementary documents, either in person or by electronic document signing, and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement and Release.

9.0 Entire Agreement and Successors in Interest

This Settlement Agreement contains the entire agreement between the Owners, their successors, heirs, and assigns, and the City of Fargo, its insurers, employees, agents and representatives with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

10.0 Effectiveness

This Settlement Agreement and Release shall become effective immediately following execution by each of the Parties. A Party's dated signature obtained through DocuSign shall be treated as an original signature to the same extent as an attested signature. Each Party shall be provided with a copy of this Settlement and Release Agreement once it has been fully executed. Each copy shall be considered an original document.

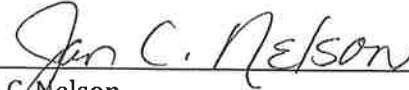
THIS IS A RELEASE. READ BEFORE SIGNING.

Dated: 2/23/23



Stanton L. Andrist

Dated: 2/23/23



Jan C. Nelson

Dated: _____

City of Fargo, Buyer

By: Dr. Timothy Mahoney, M.D.

Its: Mayor

ATTEST:

Steven Sprague, City Auditor

PERMANENT EASEMENT
(Levee and Retaining Wall for Flood Control)

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

That part of Lot 9, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 9; thence South 33°16'40" East, along the westerly line of said Lot 9, for a distance of 104.24 feet to the true point of beginning; thence North 56°23'01" East for a distance of 90.04 feet to a point of intersection with the easterly line of said Lot 9; thence South 33°16'40" East, along the easterly line of said Lot 9, for a distance of 101.11 feet; thence South 54°50'46" West for a distance of 90.09 feet to a point of intersection with the westerly line of said Lot 9; thence North 33°16'40" West, along the westerly line of said Lot 9, for a distance of 103.53 feet to the true point of beginning.

Said tract contains 9,213 square feet, more or less.

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

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

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

(Signatures on following pages.)

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 23 day of February, 2023.

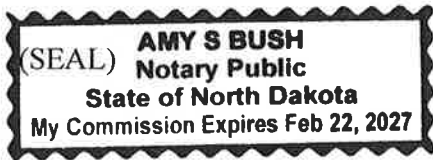
GRANTORS:

[Signature]
Stanton L. Andrist

[Signature]
Jan C. Nelson

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

On this 23rd day of Feb, 2023, before me, a notary public in and for said county and state, personally appeared Stanton L. Andrist and Jan C. Nelson, to me known to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.



[Signature]
Notary Public
Cass County, North Dakota

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

GRANTEE:

City of Fargo, a North Dakota municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST

Steve Sprague, City Auditor

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

On this ____ day of _____, 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, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

Notary Public
Cass County, ND
My Commission expires:

(SEAL)

The legal description was prepared by:

James A. Schlieman
Registered Land Surveyor
LS-6086
Houston Engineering Inc.
1401 21st Ave. N.
Fargo, ND 58102
(701) 237-5065

This document was prepared by:

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

PERMANENT EASEMENT
(Storm Sewer)

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

That part of Lot 9, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 9; thence South 33°16'40" East, along the westerly line of said Lot 9, for a distance of 104.24 feet to the true point of beginning; thence North 56°23'01" East for a distance of 90.04 feet to a point of intersection with the easterly line of said Lot 9; thence South 33°16'40" East, along the easterly line of said Lot 9, for a distance of 101.11 feet; thence South 54°50'46" West for a distance of 90.09 feet to a point of intersection with the westerly line of said Lot 9; thence North 33°16'40" West, along the westerly line of said Lot 9, for a distance of 103.53 feet to the true point of beginning.

Said tract contains 9,213 square feet, more or less.

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

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

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

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 23 day of February 2023.

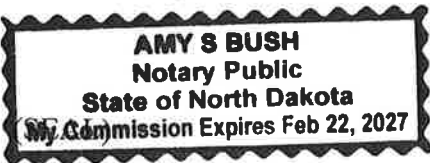
GRANTORS:



Stanton L. Andrist


Jan C. Nelson

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

On this 23rd day of Feb, 2023, before me, a notary public in and for said county and state, personally appeared Stanton L. Andrist and Jan C. Nelson, the persons described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.




Notary Public
Cass County, North Dakota

EASEMENT
(Temporary Construction Easement)

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

That part of Lot 9, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 9; thence South 33°16'40" East, along the westerly line of said Lot 9, for a distance of 104.24 feet to the true point of beginning; thence North 56°23'01" East for a distance of 90.04 feet to a point of intersection with the easterly line of said Lot 9; thence North 33°16'40" West, along the easterly line of said Lot 9, for a distance of 16.82 feet; thence South 50°29'01" West for a distance of 90.58 feet to a point of intersection with the westerly line of said Lot 9; thence South 33°16'40" East, along the westerly line of said Lot 9, for a distance of 103.53 feet to the true point of beginning.

Said tract contains 1,096 square feet, more or less.

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

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

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

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

This easement shall terminate on June 30, 2024.

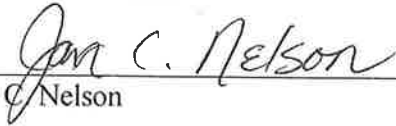
(Signatures on following pages).

IN WITNESS WHEREOF, Grantor set his/her hand and caused this instrument to be executed this 23 day of Feb., 2023.

GRANTOR:



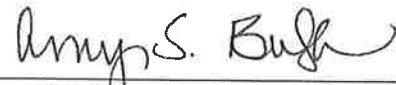
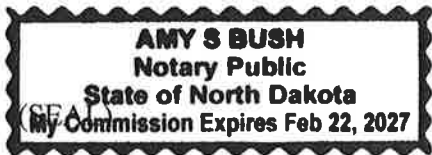
Stanton L. Andrist



Jan C. Nelson

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

On this 23rd day of Feb, 2023, before me, a notary public in and for said county and state, personally appeared Stanton L. Andrist and Jan C. Nelson, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.



Notary Public
Cass County, North Dakota

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

GRANTEE:

City of Fargo, a North Dakota municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST

Steve Sprague, City Auditor

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

On this ____ day of _____, 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, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

Notary Public
Cass County, ND
My Commission expires:

(SEAL)

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

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

14

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:

Paving and Utility Rehab/Reconstruction

Improvement
District No. BR-23-F

Call For Bids	<u>March 6</u>	, <u>2023</u>
Advertise Dates	<u>March 15 & 22</u>	, <u>2023</u>
Bid Opening Date	<u>April 12</u>	, <u>2023</u>
Substantial Completion Date	<u>September 30</u>	, <u>2023</u>
Final Completion Date	<u>October 30</u>	, <u>2023</u>

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

Project Engineer Rick Larson
Phone No. (701) 241-1545

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

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



**LOCATION AND COMPRISING
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-23-F
ON NORTHERN PACIFIC AVENUE NORTH FROM 10TH
STREET TO 8TH STREET**

LOCATION:

On Northern Pacific Avenue North from 10th Street to 8th Street.

COMPRISING:

South 51-1/3 feet of Block 24.

All in Robert's 2nd Addition.

Lots A thru M, a Subdivision of Lots 1, 2, 3, 14, 15, 16, & 17 of Block 7 and the adjacent vacated alley.

The south 17 feet of the east 81 feet of Lot 13 and the adjacent vacated alley.

All in Robert's Addition.

Lots 1 through 6, inclusive

All in Hagaman's (Subdivision of West 1/2 of Block 6 Roberts Addition).

All of the unplatted, vacated, and rail road land that is bounded on the north by Northern Pacific Avenue North, bounded on the west by 10th Street North, bounded on the south by Main Avenue, and bounded on the east by 8th Street North.

All of the foregoing located in the City of Fargo, Cass County, North Dakota.

Water Main

Construction Cost		\$276,700.00
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Fees

Admin	4%	\$11,068.00
Contingency	5%	\$13,835.00
Engineering	10%	\$27,670.00
Interest	4%	\$11,068.00
Legal	3%	\$8,301.00

Total Estimated Cost		\$348,642.00
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Funding

Special Assessments	23.61%	\$82,328.49
State Funds - Other ND	76.39%	\$266,313.51

Storm Sewer

Construction Cost		\$85,440.00
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Fees

Admin	4%	\$3,417.60
Contingency	5%	\$4,272.00
Engineering	10%	\$8,544.00
Interest	4%	\$3,417.60
Legal	3%	\$2,563.20

Total Estimated Cost		\$107,654.40
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Funding

Special Assessments	50.00%	\$53,827.20
State Funds - Other ND	50.00%	\$53,827.20

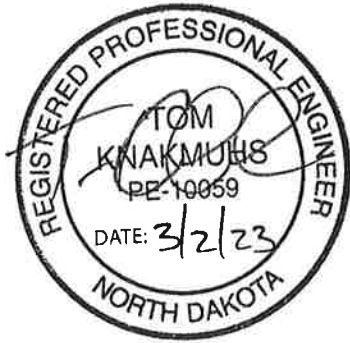
Street Amenities		
Construction Cost		\$229,730.00
Fees		
Admin	4%	\$9,189.20
Contingency	5%	\$11,486.50
Engineering	10%	\$22,973.00
Interest	4%	\$9,189.20
Legal	3%	\$6,891.90
Total Estimated Cost		\$289,459.80
Funding		
Special Assessments	100.00%	\$289,459.80

Paving		
Construction Cost		\$1,515,107.00
Fees		
Admin	4%	\$60,604.28
Contingency	5%	\$75,755.35
Engineering	10%	\$151,510.70
Interest	4%	\$60,604.28
Legal	3%	\$45,453.21
Total Estimated Cost		\$1,909,034.82
Funding		
Special Assessments	25.16%	\$480,264.63
State Funds - Other ND	74.84%	\$1,428,770.19

Project Funding Summary		
Special Assessments	32.87%	\$988,208.61
State Funds - Other ND	67.13%	\$2,018,538.21
Total Estimated Project Cost		\$3,006,746.82

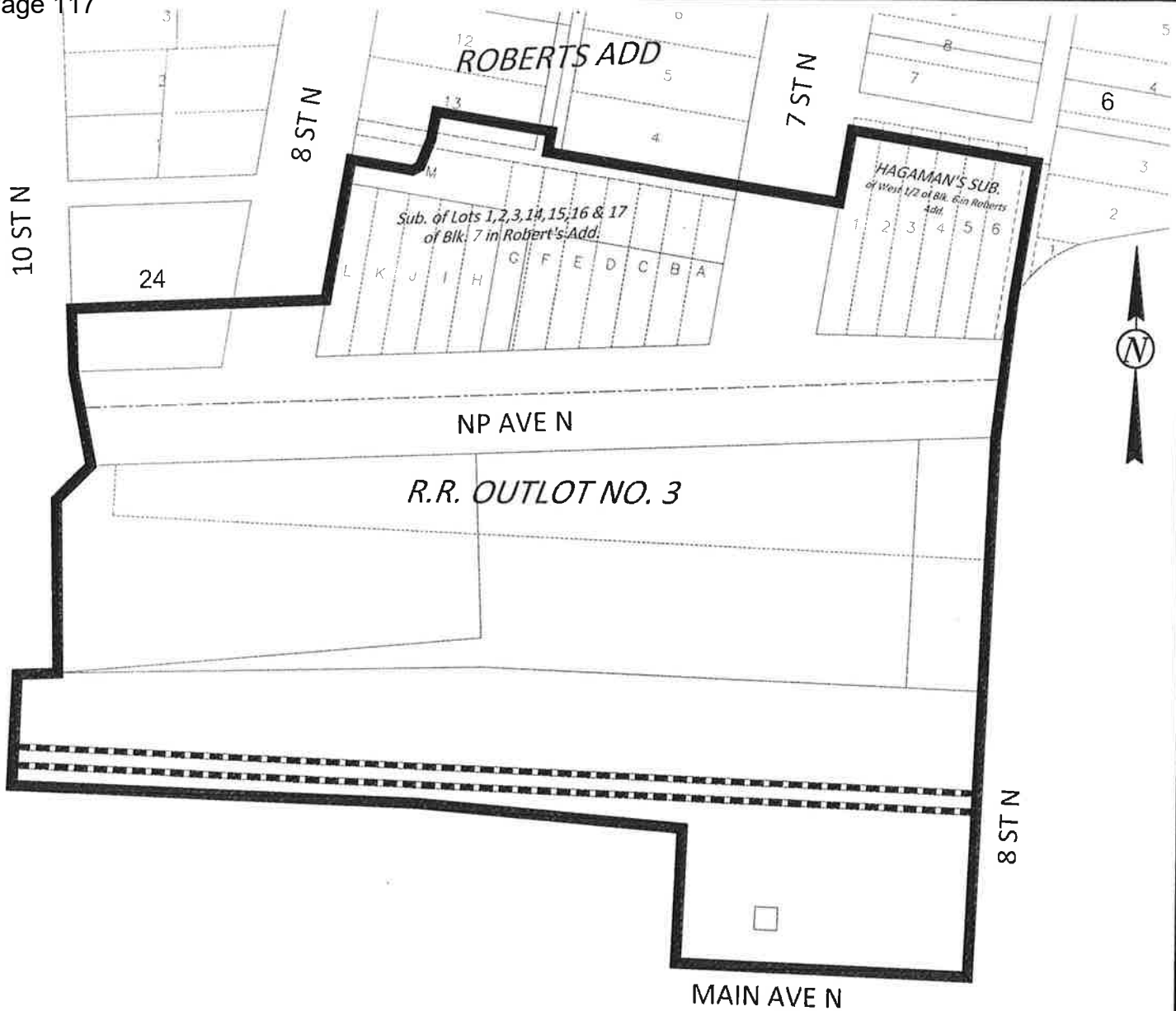
This project does not have any alternate or optional containers.

We believe this project to be cost effective.





Thomas Knakmuhs, PE
Assistant City Engineer



CITY OF FARGO ENGINEERING
DEPARTMENT

LOCATION & ASSESSMENT AREA

PAVING AND UTILITY REHAB/RECONSTRUCTION

IMPROVEMENT DISTRICT NO. BR-23-F

Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: March 6, 2023
Re: Agreement for Building Systems Assessment at Police Headquarters

The Police Headquarters building, located at 105 25th St N, has HVAC systems that have been identified as having deficiencies. Facilities Management budgeted for an HVAC Assessment to be completed in 2023. The goal is to have the systems assessed and use the information gathered to develop a future CIP for improvement. In addition, the lease agreement for the building is expiring this year and the City has the option to purchase. The Assessment Report will provide critical information as the City moves forward with a decision whether or not to purchase the building. Once initiated, the estimated time to completion (including the report) is six weeks.

KLJ previously provided a similar assessment of the Public Works Administration building to the north last year. Attached is an agreement with KLJ to perform an assessment at the Police Headquarters. In addition to the HVAC, KLJ has included in the proposal the assessment of several other Building Systems. The final report will be of significant value to the City. The proposal falls under the budgeted \$15,000.

Recommended Motion:

Approve the agreement with KLJ to complete the Building Systems Assessment at the Police Headquarters.



300 23rd Ave E, Suite 100
West Fargo, ND 58078-7820
701 232 5353
KLJENG.COM

February 27, 2023

Ms. Bekki Majerus
Director of Facilities
224 4th Street North
Fargo, ND 58102

Re: Police Department Building MEP Assessment – Fargo, ND

Dear Ms. Majerus:

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'll work with you to execute an agreement for these services. A draft agreement is attached 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 blue ink that reads "Cassie McNames".

Cassie McNames, PE
Project Manager

Enclosure(s): (3) Exhibit A, Exhibit B, Agreement

Project #: 2304-00303

cc: File

EXHIBIT A

**Engineering Services
Police Department Building MEP Assessment
Fargo, ND**

Engineering Services

I. Background

KLJ has been asked to complete an assessment of the mechanical, electrical, and plumbing systems for the Police Department Headquarters building located at 105 25th Street North in Fargo, ND. KLJ will provide project management and consultant coordination for the project. MBN Engineering will be responsible for mechanical engineering and electrical engineering services associated with the assessment.

II. Scope of Services

- A. Complete a background check for staff conducting site work as required per the City of Fargo Police Department requirements.
- B. Review of existing plans for the buildings, if available.
- C. One site visit to review existing conditions.
- D. Prepare a report detailing the existing systems, their condition, and future usage. The systems to be evaluated include HVAC systems and controls, plumbing, fire protection, lighting and controls, emergency lighting, power distribution equipment, backup generator, branch circuit wiring, fire alarm, data network wiring, paging, access control, and camera surveillance.
- E. Prepare opinions of probable cost for each of the system deficiencies identified.
- F. Address questions pertaining to the report.

III. Information to be Provided by Client/Owner

- A. Existing plans for the original building and recent additions/renovations for the Police Department building.
- B. Access to the building.

IV. Anticipated Project Schedule

Contract Execution/Notice to Proceed (NTP) March 1, 2023
Assessment Report Complete 6 weeks after NTP

V. Services Not Included

- A. Assessment of building systems not identified above.
- B. Preparation of current condition as-built drawings.
- C. Destructive or non-destructive testing.
- D. Design and detailed repair recommendations for deficient building systems.
- E. Construction documents.
- F. Bidding assistance.
- G. Construction administration.

**Exhibit B
Engineering Services
Police Department Building MEP Assessment
Fargo, ND**

Payment for Services

I. Compensation - Lump Sum Method of Payment

A. Client shall pay Engineer for services listed in Exhibit A as follows:

1. MEP Assessment: \$9,999
2. Additional Services
 - a. Additional services above and beyond those listed in Exhibit A will be invoiced at our standard rates prevailing at the time services are rendered. Hourly rates will be based on engineer's direct labor costs times a factor for services of Engineer's employees engaged on the project.

Note: The lump sum amounts above include compensation for Engineer's services. Appropriate amounts have been incorporated in the lump sum to account for labor, overhead, profit, and reimbursable expenses.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement made and entered on this 22 day of February between the CITY OF FARGO, North Dakota, ("City") and KLJ Engineering LLC, ("Professional") for services to be provided to City for the Fargo Police Department Building MEP Assessment.

1. **Scope of Work.** Professional shall perform its services, as set forth in the Scope of Work in Exhibit A, consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). Exhibit A is incorporated herein and made a part of this Agreement.
2. **Acceptance and Completion.** Professional shall commence work immediately upon receipt of a written Notice to Proceed from the City. Services initiated by Professional prior to execution of this Agreement are done so at Professional's risk. Acceptance of this Agreement is required by the Board of City Commission of the City of Fargo. Upon request of the City, Professional shall submit, for the City's approval, a schedule for the performance of Professional's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project engineer for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Professional.
3. **Change Orders.** City may request changes to the Scope of Work by altering or adding to the Services to be performed. Professional will provide a statement of change setting out the fees for the requested change. City shall accept Professional's reasonable offer in writing, and as approved by the Board of City Commission of the city of Fargo.
4. **Payment.** City shall pay Professional for all work performed. Except as otherwise mutually agreed to by the parties the payments made to Professional shall not initially exceed **\$ 9,999.** Professional shall submit, at least monthly, invoices for work performed. Payment is due within 45 days after receipt of invoice. City shall notify Professional if it objects to any portion of the charges within 20 days from receipt of the Professional's invoice, but shall timely pay the undisputed portion. It is the Professional's responsibility to determine whether federal, state, or local prevailing wage requirements apply.
5. **Assignment.** This Agreement may not be assigned by the City or Professional without the prior written consent of the other party.
6. **Termination.** This Agreement may be terminated by either party upon fifteen (15) days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such fifteen (15) day period. City may terminate this Agreement for convenience at any time, in which event Professional 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.

7. **Third Party Reliance.** The services provided for hereunder are for the City's sole benefit and exclusive use with no third party beneficiaries intended.
8. **Ownership of Documents.** Professional's work product reimbursed by the City, including all data, documents, results, ideas, developments, and inventions that Professional conceives or uses during the course of its performance under this Agreement shall be the City's property, unless otherwise agreed.
9. **Independent Contractor Status.** It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Professional shall be, and shall perform as, an independent contractor who agrees to use his or her best efforts to provide the services to the City. Professional shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, subcontractors and agents.
10. **Indemnification.** Professional 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 contract, 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 negligent act, omission, error, professional error, mistake, negligence, or other fault of the Professional, any subcontractor of the Professional, or any officer, employee, representative, or agent of the Professional or of any subcontractor of the Professional, or which arises out of any workmen's compensation claim of any employee of the Professional or of any employee of any subcontractor of the Professional. The Professional 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 Professional, 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.
11. **Professional Liability Insurance.** Professional shall maintain in full force and effect until at least three years subsequent to completion of the Services professional liability insurance covering the performance of the Services. Insurance shall be on a "claims made" basis and in the amount of at least \$1,000,000.

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

Coverage A: Statutory

Coverage B: \$1,000,000 Bodily Injury by accident Each accident

\$1,000,000 Bodily Injury by disease Policy limit

\$1,000,000 Bodily Injury by disease Each employee

13. **General Liability Insurance.** Professional shall maintain general liability insurance with coverage to include: Premises/Operations, Completed Operations and Contractual Liability (to cover the indemnification provision in paragraph 8 of this Agreement). Limits of coverage shall not be less than:

\$1,000,000 Per occurrence

\$2,000,000 Aggregate

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

\$1,000,000 Per occurrence

15. **Evidence of Insurance.** The above insurance shall be maintained in companies lawfully authorized to do business in North Dakota and which are reasonably acceptable to City. Professional shall furnish City with certificates reflecting such insurance (ACORD form or equivalent) to be in force as long as this agreement remains in effect and providing that said insurance will not be canceled or its limits reduced by endorsement without at least 30 days prior written notice to City.

16. **Consequential Damages.** North Dakota law governs claims for consequential damages.

17. **Entire Agreement.** The terms and conditions set forth herein, the RFP, the Instructions to Offerors of Professional Services, and any Exhibit referenced herein constitute the entire understanding of the parties relating to the provision of services by Professional to City. This Agreement may be amended only by a written instrument signed by both parties.

18. **Severability.** Should a court of law determine that any paragraph of this Agreement is invalid, all other paragraphs shall remain in effect.

19. **Statute of Limitations.** Causes of action arising out of Professional's services shall be deemed to have accrued, and the applicable statute of limitations shall commence to run, when City knows or should have known a cause of action exists.

20. **Dispute Resolution.** Professional and City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the parties from pursuing litigation in an appropriate State or Federal court.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.
22. **Force Majeure.** Neither party shall be liable for damages or deemed in default of this Agreement and any Authorization for Services 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.
23. **Notice.** Any written notices as called for herein may be hand delivered to the respective persons and/or addresses listed below or mailed by certified mail return receipt requested, to:

City:	Professional:
City Auditor	KLJ Engineering LLC
City of Fargo	4585 Coleman Street
225 4 th Street North	Bismarck, ND 58503
Fargo, North Dakota 58102	Attn: Legal Department

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement.

ATTESTED BY:

CITY OF FARGO, NORTH DAKOTA:

By: _____

Steve Sprague

Title: _____

City Auditor

Date: _____

WITNESSED BY:

PROFESSIONAL: KLJ Engineering LLC



By: 

Luke LaLiberty

Erika Lorenz

Title: Associate Vice President

Contract Administrator


Date: 2/28/2023



16

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JANUARY 6, 2023

**RE: AGREEMENT FOR SERVICES BETWEEN RICHLAND COUNTY
HEALTH DEPARTMENT AND FARGO CASS PUBLIC HEALTH
FOR NURSE PRACTITIONER SERVICES.
FUNDS: \$70.50 PER HOUR
EXPIRES: 12/31/2023**

The attached agreement is for a nurse practitioner from Fargo Cass Public Health to provide Family Planning services for the Richland County Health Department in Wahpeton, North Dakota.

No budget adjustment is required for this grant.

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

Suggested Motion:

Move to approve the agreement with Richland County Health Department to provide nurse practitioner services.

DF/ls
Attachment



Public Health
Prevent. Promote. Protect.
Richland County Health Department

Richland County Health Department

413 3rd Avenue North
Wahpeton, ND 58075
Telephone (701) 642-7735 Fax (701) 642-7746
www.richlandcountyhealth.org

AGREEMENT BETWEEN
RICHLAND COUNTY FAMILY PLANNING
AND
FARGO CASS PUBLIC HEALTH

An agreement to provide nurse practitioner for family planning services is hereby made between Richland County Health Department and Fargo Cass Public Health.
The parties agree as follows:

SERVICES PROVIDED:

Fargo Cass Public Health agrees to provide nurse practitioner services for providing family planning client services on site a minimum of two times a month and telemedicine encounters as scheduling allows for Richland County Health Department. All services will be provided based on Richland County Family Planning policies, procedures and protocols.

COMPENSATION:

Compensation will be at a rate of \$70.50 per hour for client services and travel time. Mileage will be compensated at the current IRS rate per mile.

PAYMENT:

Payment shall be made to Fargo Cass Public Health upon receipt of monthly billing statement.

TERMS OF AGREEMENT:

This agreement shall take effect January 1, 2023 and shall terminate December 31, 2023. Continued services will be considered and subsequent agreement will be written if needed.

Termination of the Agreement of a date earlier than that stated may occur after given thirty (30) day notice by either Richland County Health Department or Fargo Cass Public Health.



Public Health
Prevent. Promote. Protect.
Richland County Health Department

Richland County Health Department

413 3rd Avenue North
Wahpeton, ND 58075
Telephone (701) 642-7735 Fax (701) 642-7746
www.richlandcountyhealth.org

INDEMNIFICATION:

The Richland County Health Department agrees to indemnify, hold harmless and defend Fargo Cass Public Health, its agents, servants and employees from and against all claims, actions, losses, costs and expense (including attorney's fees and litigation costs), judgments, settlement payments, and, whether or not reduced to final judgment, all liabilities, damages or fines paid, incurred or suffered by any third parties in connection with loss of life, personal injury and/or damage to property arising from, directly or indirectly, wholly or in part, (i) the actions of any nurse practitioner in the course of providing services outlined in this agreement or (ii) any violation of any law, ordinance, order, rule or regulation of governmental authorities having jurisdiction over Fargo Cass Public Health.

IN WITNESS THEREOF, the parties have executed this Agreement of the dates set out below:

Date

Kayla Carlson,
Health Services Director
Richland County Health Department
Wahpeton, ND

01/06/2023

Date

Desi Fleming

Desi Fleming
Director
Fargo Cass Public Health
Fargo, ND

Date

Timothy J. Mahoney
Mayor, City of Fargo



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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING *DF*
DIRECTOR OF PUBLIC HEALTH

DATE: FEBRUARY 22, 2023

**RE: AGREEMENT FOR SERVICES BETWEEN FARGO CASS
PUBLIC HEALTH/FM WELLNESS COALITION AND NORTH
DAKOTA STATE UNIVERSITY
FUNDS: \$1,000
EXPIRES: 02/15/2024**

The attached agreement for services with NDSU is for implementation of Health Equity Focus Groups and providing FM Wellness Coalition with data/results collected at each four focus group sessions.

No budget adjustment is required for this grant.

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

Suggested Motion:

Move to approve the agreement with NDSU.

DF/ls
Attachment



Fargo Cass Public Health
Prevent. Promote. Protect.

AGREEMENT FOR SERVICES

THIS AGREEMENT, effective the 15th day of February 2023, by and between FM Wellness Coalition/Fargo Cass Public Health ("FCPH"); and North Dakota State University. (Contracting Consultant)

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

- A. Term of Agreement:** The parties entered into a written agreement for the period of February 15, 2023, through February 15, 2024.
- B. Services to be provided by the Contracting Consultant:** Implementation of Health Equity Focus Groups and provide the FM Wellness Coalition with data/results collected at each of the four sessions.
- C. Reimbursement:** The contracting consultant shall be reimbursed \$1000, for four focus groups sessions, each lasting two hours.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The contracting consultant agrees to not, directly, or indirectly, disclose, make known, divulge, publish, or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:

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

In Witness thereof, this purchase of service agreement has been executed between the Contracting Consultant and Fargo Cass Public Health on the date-executed below.

FARGO CASS PUBLIC HEALTH

CONSULTING CONTRACTOR

By Desi Fleming
Desi Fleming, Director of Public Health

By Dionna L. Martel
Authorized Signer:
Dionna Martel, Proposal and Award Officer
(Carrie L. Johnson, NDSU Principal Investigator, Health Equity Focus Group, Contractor)

Date 02/22/2023

Date 2/22/2023

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

Date _____






NDSU FM Wellness Coalition HPP23

Final Audit Report

2023-02-22

Created:	2023-02-22
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8kgR-roB-260rDU60L_4svyMrEJuYF5x

"NDSU FM Wellness Coalition HPP23" History

-  Document created by Lori Sall (lsall@FargoND.gov)
2023-02-22 - 9:40:11 PM GMT
-  Document emailed to Dionna Martel (dionna.martel@ndsu.edu) for signature
2023-02-22 - 9:40:35 PM GMT
-  Email viewed by Dionna Martel (dionna.martel@ndsu.edu)
2023-02-22 - 9:48:24 PM GMT
-  Document e-signed by Dionna Martel (dionna.martel@ndsu.edu)
Signature Date: 2023-02-22 - 9:48:47 PM GMT - Time Source: server
-  Agreement completed.
2023-02-22 - 9:48:47 PM GMT



**Fargo Cass
Public Health**
Prevent. Promote. Protect.



FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360
FargoCassPublicHealth.com

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING *DF*
DIRECTOR OF PUBLIC HEALTH

DATE: FEBRUARY 15, 2023

**RE: AMENDMENT TO AGREEMENT WITH GREAT OUTCOMES,
INDEPENDENT CONTRACTOR, FOR AN ADDITIONAL PHASE
III OF WORK FOR THE COMMUNITY WELLNESS COALITION.
FUNDS: \$5,000
EXPIRES: 09/30/2023
SSP23052**

The attached amendment for the agreement for services with Great Outcomes, Leann Wolff is for an additional \$5,000 for the continuation of the work started by the Community Wellness Coalition. Fargo Cass Public Health is acting as the fiscal agent for the Community Wellness Coalition as they work on the "Blue Zones-like" initiative for the Fargo area.

No budget adjustment is required for this grant.

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

Suggested Motion:

Move to approve the amendment agreement with Great Outcomes.

DF/lls
Attachment



AGREEMENT FOR SERVICES



**Fargo Cass
Public Health**
Prevent. Promote. Protect.

THIS AGREEMENT AMENDMENT, effective the 1st day of October, by and between Fargo Cass Public Health ("FCPH"); acting as fiscal agent for the Community Wellness Coalition; and Great Outcomes Consulting, LLC (Independent Contracting Consultant).

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

A. Term of Agreement: The parties entered into a written agreement for the period of October 1, 2022, through September 30, 2023,

B. Services to be provided by independent contractor:

Phase III

- Work on organizing documents in preparation for formalizing organizational structure (including member transition and dissolution)
- Research on neighborhood-based SDoH approaches used in other communities
- Setting milestones for the next phases of the work (to clarify phasing of the work and general flow)

C. Reimbursement Amendment:

Previously agreed upon fee structure:

Facilitator and colleague for up to three meetings (per meeting)	\$2,080
Research and neighborhood models used in other communities ¹	\$1,880
Draft prepared for official documentation of organizational structure	<u>\$1,880</u>
Total for Phase III	\$10,000

¹ The documents will give attorneys and accountants the foundation to create the needed official documents for establishing the organization and filing whatever paperwork is needed.

Fargo Cass Public Health will use funds from North Dakota Department of Health and Human Services Preventative Health and Health Services Block Grant (HE103).

Amendment for Phase IIIb:

- Facilitating the meeting on Friday, February 17th, which will include follow up notes.
- Facilitating conversations with at least one and possibly two potential donors/sponsors for the work

The additional reimbursement fee for this amendment would be up to and not exceeding \$5,000.

- D. **Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. **Confidentiality:** The independent contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:

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

In Witness thereof, this purchase of service agreement has been executed between the Consultant and Fargo Cass Public Health on the date-executed below.

FARGO CASS PUBLIC HEALTH

By Desi Fleming
Desi Fleming,
Director of Public Health

Date 02/10/2023

GREAT OUTCOMES CONSULTING, LLC

By Leann Wolff
Leann Wolff (Feb 10, 2023 15:41 CST)
Leann Wolff
Independent Contractor

Date 02/10/2023

By _____
Timothy J. Mahoney
Mayor, City of Fargo

Date _____

By Larry Anenson
Larry Anenson, Jr.
Community Wellness Coalition

Date 02/10/2023







Agreement Amendment Greater Outcomes FM Wellness

Final Audit Report

2023-02-10

Created:	2023-02-10
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0CBfy9jEgqb-bkpmziZJv6qxrYTo6MO


"Agreement Amendment Greater Outcomes FM Wellness" History

-  Document created by Lori Sall (lsall@FargoND.gov)
2023-02-10 - 9:07:59 PM GMT
-  Document emailed to lwolff@greatoutcomesconsulting.com for signature
2023-02-10 - 9:08:16 PM GMT
-  Email viewed by lwolff@greatoutcomesconsulting.com
2023-02-10 - 9:40:52 PM GMT
-  Signer lwolff@greatoutcomesconsulting.com entered name at signing as Leann Wolff
2023-02-10 - 9:41:31 PM GMT
-  Document e-signed by Leann Wolff (lwolff@greatoutcomesconsulting.com)
Signature Date: 2023-02-10 - 9:41:33 PM GMT - Time Source: server
-  Agreement completed.
2023-02-10 - 9:41:33 PM GMT

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M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JANUARY 6, 2023

**RE: REQUEST TO IMPLEMENT THE CredibleMind PLATFORM TO
PROMOTE MENTAL HEALTH RESOURCES AND SERVICES
VIA A WEB PLATFORM FOR THE COMMUNITY.
FUNDS: \$38,000 FROM HEALTH EQUITY GRANT DS2121
TERM: TWO YEARS
SSP23053**

FCPH has an opportunity through grant funding to implement the CredibleMind platform within our community for a two-year time frame. This population-based platform promotes mental health by providing a one-stop-shop which contains tools for self-management of wellness along with resources for needed services. Public health is in a unique position to advance a mental health and wellbeing approach focused on early intervention by supporting self-management, promoting health through informed choice. Four out of five people surveyed believe individuals should play a major role in addressing the mental health crisis.

CredibleMind helps identify, address, and educate the public about mental health risks and disorders, risk reduction strategies, along with helping people find and apply evidence-based interventions with an emphasis on behavior modification.

CredibleMind is a comprehensive web and mobile platform providing education and support on the complete range of complex and multidimensional influences on mental health and wellbeing – covering 200+ topics (mental health conditions, risk factors, protective factors, etc.) that support constantly changing and cumulative risk.

This platform also contains resources for marketing and messaging for program start-up and promotion. This program was introduced to us as a recommendation from NACCHO (National Association of City and County Health Officials) as a beneficial tool to improve population mental health and provide a prevention component as well. Because many people may be hesitant to seek care for mental health issues, this platform provides vetted, evidence-based resources for individuals to view and implement through self-access and choice, not requiring contact or disclosure to others.



There will be no budget impact to the City of Fargo. This platform will be managed by our FCPH Communications team.

Your approval of this request would be greatly appreciated.

Suggested Motion:

Concur with the recommendation of FCPH to approve the expenditure of grant funds for \$38,000 to secure two years of the CredibleMind platform for Cass County.

Please let me know if you have any questions; thank you for your consideration of this request.

DF/lis



Memorandum

Date: March 7 2023
To: Mayor Mahoney and Board of City Commissioners
From: Shawn Ouradnik, Floodplain Administrator
Subject: Variance Acknowledgement and Liability Waiver – 502 1st Avenue South
(Island Park Pool)

Background:

The City was contacted during the site plan process to review the Fargo Park District's proposed Island Park Pool Area improvements at 502 1st Avenue South. The existing structure footprint was identified as being in the 41' water surface elevation inundation area (WESIA). The City imposed 41' flood elevation requirements are for the finish floor of the building. The structure and pool area is below the required elevation by 18 feet. Due to the surrounding parcel elevations, the continuation of the present parcel use and other specific site constraints, City staff recommended approval to the Board of Adjustments for a variance. Approval was obtained at the January 5th, 2023 BOA meeting. Specific construction criteria is outlined in the staff report and is included in the variance waiver document pertaining to new mechanical/electrical equipment elevations and construction requirements.

Recommended Motion

To authorize the City of Fargo Mayor to sign the Variance Acknowledgement and Liability Waiver for the property located at 502 1st Avenue South.

VARIANCE ACKNOWLEDGEMENT AND LIABILITY WAIVER

This Agreement, made by and between the Park District of the City of Fargo (“Fargo Park District” or “Owner”) and the City of Fargo, a North Dakota municipal corporation (“City”) is for the purpose of granting Owner a variance to the City Floodproofing Code and Waiver of Liability.

WHEREAS, Owner requested a waiver of the elevation requirements of the City Floodproofing Construction Requirements, which establishes requirements for building elevations for the issuance of a building permit for the proposed construction located at:

Blocks 19 & 20 and all of vacated 6th Street South & 2nd Avenue South & all vacated alleys within Original Townsite to the city of Fargo, County of Cass, State of North Dakota

(street address: 502 1st Avenue South, Fargo, ND 58103).

The City Floodproofing Construction Requirements are found here:

[http://download.cityoffargo.com/0/floodproof construction requirements - revised april 2015.pdf](http://download.cityoffargo.com/0/floodproof%20construction%20requirements%20-%20revised%20april%202015.pdf)

WHEREAS, On January 5, 2023, the Fargo Board of Adjustment approved the elevation variance request contingent upon certain construction requirements; and

WHEREAS, As a condition of the elevation variance, the Fargo Park District shall waive any liability against City; and

WHEREAS, As further and additional conditions, the Fargo Park District agrees that the building will be constructed of floodable materials and elevate or seal the electrical and mechanical components to the greatest extent possible.

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, the parties agree as follows:

1. The Fargo Park District is granted a variance from the City of Fargo Floodproof Construction Requirements, revised April 2015, for the 41' minimum finish floor elevation so long as the following conditions of construction are met:
 - (a) All new electrical and mechanical equipment shall be sealed or elevated to the greatest extent possible and internal floodable building materials shall be used for construction as approved through the standard building inspections processes and
 - (b) The structure will be constructed without a basement.
2. The Fargo Park District hereby waives any and all liability against City, and agrees to indemnify and hold City harmless from any all claims asserted as a result of the waiver granted herein. the Fargo Park District understands and agrees that the City shall not be liable for, and City does not accept any liability for the proposed structure along with any other features constructed and/or installed within this property.
3. Owner accepts all liability with respect to the improvements completed on this property, for itself, its successors and assigns.

(Signatures on Following Pages)

Dated this 6th day of February, 2023.

Park District of the City of Fargo,

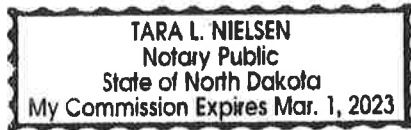
Dave Leher
By:
Its *Executive Director*
Printed Name

STATE OF North Dakota)
COUNTY OF Cass) ss.

On this 6th day of February, 2023, before me, a notary public in and for said county and state, personally appeared Dave Leher, to me known to be the Executive Director of the Park District of the City of Fargo, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

Lara L. Nielsen
Notary Public
Cass County, North Dakota

(SEAL)



Dated this _____ day of _____, 2023.

CITY OF FARGO, a NORTH DAKOTA municipal corporation

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

ATTEST:

_____ Steven Sprague, City Auditor

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

On this _____ day of _____, 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, North Dakota
My Commission expires:

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MEMORANDUM

TO: Fargo City Commission

FROM: Nicole Crutchfield, Director of Planning & Development
Mark Williams, Assistant Director of Planning & Development
Kim Citrowske, Planning Coordinator *W*

DATE: March 2, 2023

RE: Cost Share for Growth Plan consultant services (RFP22106)

At the January 9, 2023 City Commission meeting, a professional consulting services contract with czb, LLC was approved to guide and facilitate a city-wide Growth Plan. This project will include a capital facilities analysis considering enterprise utility impacts from varying scenarios for future growth.

The Utility Committee unanimously recommended to contribute up to \$100,000 to support and participate in the growth planning process at the February 1, 2023 Utility Committee meeting.

The Finance Committee recommended approval of the cost share between Planning and Enterprise Utility funds at the February 28, 2023 meeting.

Recommendation

Approve cost share of up to \$100,000 of Enterprise Utility funds for professional consulting services with czb, LLC who is conducting a comprehensive, city-wide study of for the development of a Growth Plan for a total of \$776,000 resulting in \$676,000 from Planning Services and \$100,000 from Enterprise Utilities budgets.



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PUBLIC WORKS/OPERATIONS

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

February 28, 2023

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

RE: City of Fargo Compact Track/Wheeled Loaders (RFP23042A) City of Fargo Utility Work Machines RFP (RFP 23042B)

Commissioners:

On February 21, 2023, The City of Fargo issued (2) two Request for Proposals (RFP) for "Compact Track/Wheeled Loaders and Utility Work Machines". Upon the closing of the RFP's, (2) two sealed proposals were received. Based on review of the proposals received it has been determined that an adjustment in how the scope of services needs to be changed within both RFP's. At this time, we are requesting Commission authorization to reject both proposals received and reissue both RFP's with alternative terms.

SUGGESTED MOTION:

I/we hereby move, based on the request for proposals (RFP23042A) (RFP23042B) to reject all proposals and reissue the Compact Track/Wheel Loaders and Utility Work Machines with alternative terms.

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager





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

March 2, 2023

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

Subject: Four (4) Month Lease Extension with AT&T for Wireless Equipment on Water Tower #1

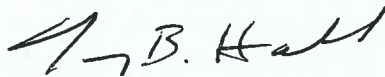
Dear Commissioners:

Water Utility staff is seeking approval of a four (4) month lease extension with AT&T in the amount of \$25,000. This is the site of the new Downtown Water Tower. AT&T was given formal notice to remove their equipment from the site in 2021 because it was thought that equipment on the ground may interfere with underground construction. After further review, the AT&T will be able to stay in service until the old Water Tower #1 is scheduled to be removed in late 2023.

A 1-year lease extension with AT&T was approved last year with an equipment removal date of May 31, 2023. The current lease extension request will change the equipment removal date to September 30, 2023. Water Utility staff recommends approval of the attached four (4) month lease extension with AT&T. It will be added revenue for the Water Utility.

Your consideration is greatly appreciated in this matter.

Sincerely,



Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve the four (4) month lease extension with AT&T to keep wireless equipment on Water Tower #1 until September 30, 2023.

[DATE]

New Cingular Wireless PCS, LLC
Attn: Tower Asset Group - Lease Administration
Re: Cell Site #: MPLSND2698; Cell Site Name: Fargo Campus (MN)
Fixed Asset #: 101395671025 Lenox Park Blvd NE 3rd Floor
Atlanta, Georgia 30324

**RE: FA 10139567 / Site Address 1102 7th Ave North, Fargo ND 58102
Water Tower Lease Agreement dated March 28, 2005 (the "Agreement")**

The City of Fargo ("Lessor") sent New Cingular Wireless ("Lessee") a Termination of Lease Notice dated April 19, 2021 ("Notice"). Both parties hereby agree that Lessor's Notice shall be rescinded and amended per the updated terms below ("**Amended Notice**"):

- Lessee's equipment removal date is now... "**no later than September 30, 2023**" (amended from May 31, 2023);
- As and for consideration of allowing Lessee to stay on the Water Tower an additional four (4) months, Lessee shall pay Lessor a **one-time non-refundable fee of Twenty-Five Thousand and no/100 Dollars (\$25,000), which** shall be paid by Lessee to Lessor, no later than May 31, 2023. No other annual rents, fees or charges shall be due or owing after May 31, 2023;
- All other terms and conditions of the Agreement shall remain in full force and effect except for those term described herein.

[ACKNOWLEDGEMENT AND ACCEPTANCE ON FOLLOWING PAGE]

Page 2
Amended Notice
10139567 / Site Address 1102 7th Ave North, Fargo ND 58102

ACKNOWLEDGED AND ACCEPTED

LESSOR:

City of Fargo

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

LESSEE:

WWC Holding Company, Inc.

A/K/A New Cingular Wireless PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation
Its Manager

By: _____
Name: Kristan Knutson
Title: Area Manager, Construction & Engineering
Date: _____, 2023

cc: New Cingular Wireless PCS, LLC
Attn.: Legal Dept -- Network Operations
Re: Cell Site #: MPLSND2698; Cell Site Name: Fargo
Campus (MN);
Fixed Asset #: 10139567
208 S. Akard Street
Dallas, TX 75202-4206



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

24

March 1, 2023

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

Subject: Advertisement for Bid – Project WA2255 – Lime Softening WTP Filter Rehabilitation

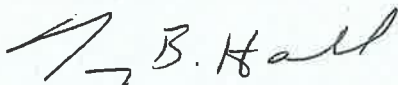
Dear Commissioners:

Water Utility staff is seeking approval for advertising bidding of Project WA2255: Lime Softening WTP Filter Rehabilitation. The project will replace original 26-year old filter media and update the six (6) filters to current design practices. This will include changing the filter media from anthracite coal to Granular Activated Carbon (GAC). The GAC will have several water quality benefits over the current anthracite coal. Water plants using an ozone process ahead of filtration have typically used GAC over the past decade. Due to very long lead times upon order for materials, the GAC media and the filter underdrain system were both ordered in 2022.

This project is funded through a low-interest State Revolving Fund (SRF) loan with the State of North Dakota. This project is on the 20-year Capital Improvement Plan (CIP) for the Water Utility. Water Utility staff is pursuing EPA grant funding for Project WA2255. The grant funding will be better understood within the next couple of months. Project construction may begin this coming fall.

Your consideration is greatly appreciated in this matter.

Sincerely,



Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve the Advertisement for Bid of Project WA2255, Lime Softening WTP Filter Rehabilitation.